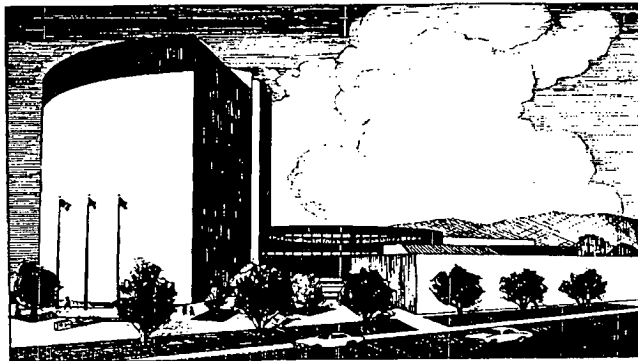




MINUTES

City of Las Vegas

CITY COUNCIL

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

JULY 12, 1999

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

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COUNCILMAN MICHAEL J. MCDONALD

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MAYOR PRO-TEM

COUNCILMAN GARY REESE

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COUNCILMAN LARRY BROWN

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COUNCILWOMAN LYNETTE BOGGS MCDONALD

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VIRGINIA VALENTINE, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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

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STEVE GEORGE, DEPUTY CITY ATTORNEY
P.M. SESSION

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BARBARA JO RONEMUS, CITY CLERK

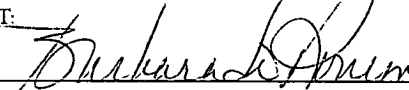
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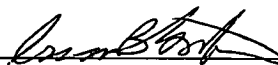
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APPROVED BY REFERENCE: AUGUST 4, 1999

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>

OSCAR B. GOODMAN, MAYOR • COUNCILMEN: 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.

NOTE

EFFECTIVE AUGUST 4, 1999, THE LAS VEGAS CITY COUNCIL MEETINGS HAVE BEEN RESCHEDULED TO THE FIRST AND THIRD WEDNESDAY OF EACH MONTH, THE MORNING SESSION OF EACH MEETING WILL START AT 9:00 AM AND THE AFTERNOON SESSION OF EACH MEETING WILL START AT 1:00 PM

JULY 12, 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 - DR. STEVE FOTHERINGHAM, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE
- OATH OF OFFICE ADMINISTERED TO LYNETTE BOGGS McDONALD, WARD 2 COUNCIL SEAT
- RECOGNITION OF THE "CITIZEN OF THE MONTH" FOR JULY
- PRESENTATION OF THE WILLIE W. DAVIS MEMORIAL AWARD FOR THE OUTSTANDING CITY EMPLOYEE AND HONORABLE MENTION AWARDS
- RECOGNITION OF JUDGE SEYMORE H. BROWN FOR 40 YEARS OF SERVICE TO THE CITY OF LAS VEGAS

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 June 14, 1999

3. Annual Regular meeting of the Member (City Council of the City of Las Vegas) of the City Centre Development Corporation (immediately following AM Session of City Council)

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.

ADMINISTRATIVE - CONSENT

4. **TABLED ITEM** - Approval of the Memorandum of Understanding among the City and Republic Dumpco, Inc. and Republic Silver State Disposal, Inc. amending the Garbage Disposal Agreement dated December 31, 1985 between the City of Las Vegas and Silver State Disposal, Inc.

CITY ATTORNEY - CONSENT

5. Approval of Clark County Regional Flood Control District Interlocal Contract for the Annual Maintenance Program

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

6. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
7. Report of Sale on Delinquent Parcels in Special Improvement Districts 411, 488, 497, 505, and 1440

LIQUOR - Change of Ownership

8. Approval of change of ownership for Tavern Liquor License subject to the provisions of the planning and fire codes and Health Department regulations, From: Rufugio H. Martinez, 100%, To: Alarcon, Inc., dba Casa Tequila, 1815 East Charleston Boulevard, Sergio Alarcon, Dir, Pres, 34%, Jorge Alarcon, Dir, Secy, Treas, 33%, Victor P. Alarcon, Dir, 33%

LIQUOR - Approval of Officers

9. Approval of Officers for Beer/Wine/Cooler Off-Sale Liquor License, M and H Trading, Inc., dba \$ Discount Food Mart, 235 North Eastern Avenue, Suites 127-129, Muhammad Q. Khan, Dir, Secy, 25%, Maimoona Q. Khan, Dir, 25%

LIQUOR - Approval of Manager

10. Approval of Manager for Package Liquor Licenses, American Drug Stores, Inc., dba Sav On Drugs, 8580 West Charleston Boulevard, Sav On Drugs #2022, 1812 East Charleston Boulevard, Sav On Drugs #2054, 9100 West Sahara Avenue, Sav On Drugs #2087, 4411 East Bonanza Road, Sav On Drugs #2176, 8320 West Cheyenne Avenue, Sav On Drugs #2215, 268 North Jones Boulevard, Sav On Drugs #2224, 3550 West Sahara Avenue, Sav On Drugs #2417, 160 South Rainbow Boulevard, Sav On Drugs #3082, 6150 West Lake Mead Boulevard, Sav On Drugs #3237, 562 North Eastern Avenue, Sav On Drugs #3289, 4600 Meadows Lane, John M. Christofferson, District Mgr

INDEPENDENT MESSAGE THERAPISTS - New

11. Approval of new Independent Massage Therapist License, Shannon Hanks, dba Shannon Hanks, 7628 Shorehaven Drive, Shannon L. Hanks, 100%
12. Approval of new Independent Massage Therapist License, Judith Danielle Shields, dba Judith Danielle Shields, 4701 Lawrence Street, #1127, Judith D. Shields, 100%
13. Approval of new Independent Massage Therapist License, Lorna K. Ozawa, dba Lorna K. Ozawa, 7310 Smoke Ranch Road, Suite M, Lorna K. Ozawa, 100%
14. Approval of new Independent Massage Therapist License subject to the provisions of the planning codes, Elizabeth M. Gayler, dba Elizabeth M. Gayler, 9410 West Sahara Avenue, Suite 140, Elizabeth M. Gayler, 100%
15. Approval of new Independent Massage Therapist License, Stacy Lynn Edwards, dba The Bee's Knees Bodyworks Company, 4700 West San Miguel Avenue, Stacy L. Edwards, 100%
16. Approval of new Independent Massage Therapist License, Kari A. Grieves, dba Kari A. Grieves, 1837 Stablegate Avenue, Kari A. Grieves, 100%

17. Approval of new Independent Massage Therapist License, Insuk Chong, dba Palm Spring Massage, 5025 Nellis Oasis Lane, #5, Insuk Chong, 100%
18. Approval of new Independent Massage Therapist License, Troy Staggs, dba Troy Staggs, 2600 South Town Center Drive, #2082, Troy P. Staggs, 100%
19. Approval of new Independent Massage Therapist License, Ranay E. Lancelot, dba Ranay E. Lancelot, 7310 Smoke Ranch Road, Suite M, Ranay E. Lancelot, 100%
20. Approval of new Independent Massage Therapist License, Jeanne Mucci, dba Balanced Energy, 8013 Redskin Circle, Jeannie M. Mucci, 100%
21. Approval of new Independent Massage Therapist License, Natalie Menges, dba Natalie Menges, 1788 Antelope Valley Avenue, Natalie D. Menges, 100%

MARTIAL ARTS INSTRUCTION BUSINESS - New/Approval of Manager

22. Approval of new Martial Arts Instruction Business License and approval of manager subject to the provisions of the fire codes, Kick Me, Inc., dba United Studios of Self Defense, 8410 West Cheyenne Avenue, Suite 104, Teri M. Ruthe, Dir, Pres, Scott J. Ruthe, Dir, Secy, Treas, Richard J. Black, Mgr

AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS

23. Request approval to award bid number 990065, television station studio equipment - Public Information Office - Award recommended to: BURST COMMUNICATIONS (\$443,939)
24. Request approval to reject all bids for bid number 99.40221.01-revised, central fire station diesel exhaust system - Department of Fire Services

PURCHASE ORDER APPROVALS/REVISIONS

25. Request approval of revision number two to Purchase Order 200917, annual requirements contract for vehicle tires and repair - Department of Public Works - Award recommended to: TED WIENS TIRE AND AUTO (\$70,000)

DEPARTMENT OF FIRE SERVICES - CONSENT

26. Approval of a usage fee schedule associated with the Department of Fire Services Performing Emergency Medical Transports

DEPARTMENT OF HUMAN RESOURCES - CONSENT

27. Approval of an agreement with William M. Mercer Investment Consulting, Inc. to review and make recommendations regarding current and proposed City deferred compensation programs (not to exceed \$25,000)

NEIGHBORHOOD SERVICES - CONSENT

28. Approval of the annual reduction of the Deferred U. S. Department of Housing and Urban Development (HUD) Rental Rehab Loan for the property at 2916 Poplar in the amount of \$2,688.95
29. Approval of an Interlocal Agreement with the City of North Las Vegas for the funding of \$5,000 in City of North Las Vegas Community Development Block Grant Funds to assist the city with funding a homeless demographic study being conducted by the University of Nevada, Las Vegas

DEPARTMENT OF PUBLIC WORKS - CONSENT

ACCEPTANCE OF RIGHT OF WAY ITEMS

GRANT DEEDS

30. From: TYNDALL LLC; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 3, T20S, R60E, M.D.M. for a 299 square foot chord area located at the southeast corner of Craig Road and Tioga Way for the Craig Road Improvements - Buffalo Drive to U.S. 95 (6-8-99) 138-03-302-001
31. From: DEL WEBB COMMUNITIES, INC.; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 24, T20S, R59E, M.D.M. for additional rights-of-way for Summerlin Parkway (6-9-99) 137-24-702-001

GRANT, BARGAIN, SALE DEEDS

32. From: MAREN E. WAGER, TRUSTEE OF THE MAREN E. WAGNER TRUST DATED MAY 19TH, 1994; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Vandalia Street (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990121 as Instrument No. 00877) (10-29-98) 139-33-210-091
33. From: HERMAN L. HOLMES AND LEDONIA M. FRENCH-HOLMES, AS TRUSTEE(S) OF THE HOLMES FAMILY TRUST DATED 1-24 1997; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northeast corner of Alta Drive and Tonopah Drive (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981109 as Instrument No. 01201) (11-3-98) 139-33-210-142
34. From: JAMES E. BYRNE, A SINGLE MAN; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Deauville Drive (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990121 as Instrument No. 00875) (11-2-98) 139-33-210-076
35. From: MICHAEL S. BUCHNA, AN UNMARRIED MAN; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northeast corner of Alta Drive and Vandalia Street (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990114 as Instrument No. 00195) (12-22-98) 139-33-210-090
36. From: VICTORIA BROWN, FORMERLY VICTORIA NORTON, A MARRIED WOMAN; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Beaumont Street (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990121 as Instrument No. 00876) (11-3-98) 139-33-210-122
37. From: JUDITH KAYE CORNETT, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Parkway East (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981006 as Instrument No. 00088) (8-13-98) 139-32-610-022
38. From: GARY M. GOLBART AND LESLIE A. GOLBART, HUSBAND AND WIFE AS JOINT TENANTS; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northeast corner of Alta Drive and Parkway West (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981029 as Instrument No. 03442) (9-23-98) 139-32-610-043
39. From: DENNIS L. WILLSON AND ANITA P. WILLSON, HUSBAND AND WIFE AND ANITA S. MONTGOMERY, A SINGLE WOMAN, ALL AS JOINT TENANTS; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Parkway West (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981106 as Instrument No. 01408) (10-28-98) 139-32-610-044

RIGHT OF WAY GRANTS FOR TRAFFIC PURPOSES

40. From: LEONARD DEFRIEND AND JULIA DEFRIEND, HUSBAND AND WIFE AS JOINT TENANTS; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 11, T20S, R60E, M.D.M., for a traffic easement located on the northeast corner of Gowan Road and Torrey Pines Drive (6-14-99) 138-11-610-063
41. From: ANTHONY JAMES CLAYTON AND LINDA L. CLAYTON, TRUSTEES OF THE CLAYTON FAMILY TRUST DATED SEPTEMBER 30, 1998; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 3, T20S, R60E, M.D.M. for a 176 square foot traffic easement located at the northwest corner of Craig Road and Tenaya Way for the Craig Road Improvements Buffalo Drive to U.S. 95 (6-14-99) 138-03-201-003

RIGHT OF WAY GRANT FOR INGRESS AND EGRESS PURPOSES

42. From: SEAGULL PARK, LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portions of the Southeast Quarter (SE ¼) of Section 29, T20S, R62E, M.D.M., for ingress and egress easements located on Bonanza Road, west of Nellis Boulevard (6-24-99) 140-29-801-006

RIGHT OF WAY GRANT FOR SIGHT VISIBILITY RESTRICTION PURPOSES

43. From: SEAGULL PARK, LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portions of the Southeast Quarter (SE ¼) of Section 29, T20S, R62E, M.D.M., for sight visibility restriction easements located on Bonanza Road, west of Nellis Boulevard (6-24-99) 140-29-801-006

RIGHT OF WAY GRANT FOR PEDESTRIAN ACCESS PURPOSES

44. From: SEAGULL PARK, LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 29, T20S, R62E, M.D.M., for a pedestrian access easement located on Bonanza Road, west of Nellis Boulevard (6-24-99) 140-29-801-006

RIGHT OF WAY GRANT FOR BUS STOP PADS

45. From: TYNDALL LLC; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 3, T20S, R60E, M.D.M., for a 15 square foot bus stop pad on the south side of Craig Road, approximately 100' east of Tioga Way for the Craig Road Improvements - Buffalo Drive to U.S. 95 (6-8-99) 138-03-302-001
46. From: RAY AND ALMA SCHOOL LLC ARIZONA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 3, T20S, R60E, M.D.M. for a 15 square foot bus stop pad on the north side of Craig Road east of Tenaya Way for the Craig Road Improvements Buffalo Drive to U.S. 95 (6-16-99) 138-03-611-001

GRANT OF EASEMENT

47. From: JOHN W. ANDERSON, A MARRIED MAN; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for a security wall easement lying within Bonanza Village bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive (6-10-99) 139-28-110-066
48. From: EDDIE JAMES LUCAS AND ELNER LUCAS, HUSBAND AND WIFE, AS JOINT TENANTS; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for a security wall easement lying within Bonanza Village bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive (6-9-99) 139-28-110-021

DECLARATION OF UTILIZATION

49. From: BUREAU OF LAND MANAGEMENT; To: City of Las Vegas; For: Portions of the Southeast Quarter (SE ¼) of Section 5, T20S, R60E, M.D.M., for road and sewer purposes located east of El Capitan Way and north of Alexander Road 138-05-801-017, 024, 025, 026 & 027

REPORT/ACTION ITEMS

50. Approval of a contract with HMM Engineering & Surveying, Inc. to perform right-of-way acquisition services on the Jones Boulevard Improvement Project - Rancho Drive to Centennial Parkway
51. Approval of a purchase request to Nevada Power Company for relocation of facilities at Crestdale Lane (Summerlin Parkway project)
52. Approval of the consultant agreement with HDR Engineering, Inc. to provide services for Scada integration, Value Engineering implementation and risk management plan implementation for the Water Pollution Control Facility
53. Approval of a cooperative agreement with the Nevada Department of Transportation to fund the design engineering, construction engineering, and construction costs for a segment of the roadway improvements on Bonanza Road, from Las Vegas Boulevard to D Street
54. Approval of a professional services agreement with Post, Buckley, Schuh & Jernigan to perform design services for the Biltmore and Mayfair neighborhood street rehabilitation project
55. Approval of an interlocal agreement with the Las Vegas Valley Water District for Special Improvement District No. 1471, Jones Boulevard, Rancho Drive to Centennial Parkway
56. Approval of an amendment to and restatement of a first amendment to an interlocal cooperative agreement with the State of Nevada, Department of Conservation and Natural Resources for improvements to Heritage Park/Old Las Vegas Mormon Fort
57. Approval of a bill of sale for water facilities located at the City parking lot at 4th Street and Stewart Avenue to the Las Vegas Valley Water District
58. Approval of a professional services agreement, supplemental #1 with Carter and Burgess for the design of the Bonanza roadway improvements (NDOT portion) and construction phase engineering services for the upper Washington Avenue Conveyance System, Phase 2 project
59. Approval of amendment #1 to the professional services agreement with Post, Buckley, Schuh and Jernigan, Inc. to provide engineering design services for the U.S. 95/Rancho Drive sewer - phase 1 & 2; Alta Drive - Rancho Drive to I-15/Union Pacific Railroad(UPRR) property - Phase 1 and Northwest Neighborhood Study - Area 2
60. Approval of additional services to the professional services agreement for Swisher & Hall AIA, Limited, to provide extended contract administration for the Municipal (Dula) Pool Project per Appendix E - (\$25,000)
61. Approval of amendment #1 to the professional services agreement with Stanley Consultants, Inc. to provide engineering design services for the Las Vegas Technology Center - Phase 2
62. Approval of agreement between the City of Las Vegas, the Nevada Department of Transportation (NDOT) and Centennial Centre, LLC for the development, acquisition and maintenance of frontage roads and other road improvements along US95 and the Beltway

RESOLUTIONS - CONSENT

63. **R-72-99** - Approval of a Resolution Making Provisional Order and Directing that Notice of Hearing thereon be given re: Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway)
64. **R-73-99** - Approval of a Resolution of Intent, proposing the issuance of, and authorizing the publication of notices relating to General Obligation (limited tax) Parking Bonds (additionally secured by pledged revenues) for the purpose of financing a building project for the City; providing the manner, form and contents of the notice thereof; ratifying action heretofore taken not inconsistent herewith; providing for the sale of the bonds and other matters properly related thereto; and providing the effective date hereof
65. **R-74-99** - Approval of a resolution with the Nevada Department of Transportation for relinquishment and land transfer agreement for the realignment of Buffalo Road north of Ann Road

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

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

66. Discussion and possible action to ratify Douglas A. Selby as Deputy City Manager
67. Discussion and possible action to ratify Barbara Jackson as the Director of the Department of Leisure Services
68. Discussion and possible action for the establishment of a parks projects priority list

CITY ATTORNEY - DISCUSSION

69. **ABEYANCE ITEM** - Appeal of Work Card Denial: Mr. Darryl Foster Leater, 1523 Phillips Avenue, Las Vegas, NV 89104
70. Appeal of Work Card Denial: Mr. Larry Floyd Burkhalter, 619 McKnight St., Apt. 4, Las Vegas, NV 89101
71. Appeal of Work Card Denial: Mr. James Benson Fields, Jr., 1001 W. McWilliams, #40, Las Vegas, NV 89106
72. Appeal of Work Card Denial: Mr. Willie H. Coleman, 1720 W. Bonanza Road, #161, Las Vegas, NV 89106
73. Appeal of Work Card Denial: Ms. Marilyn Simmons, 1109 W. Adams, Las Vegas, NV 89106
74. Appeal of Work Card Denial: Ms. Doshia Maria Rabon, 415 S. Main, Las Vegas, NV 89101
75. Appeal of Work Card Denial: Ms. Lorrain A. Carter, 5345 Desert Blossom Road, Las Vegas, NV 89107
76. Appeal of Work Card Denial: Mr. Mark T. Lancia, 8617 Titleist Circle, Henderson, NV 89117
77. Appeal of Work Card Denial: Mr. Robert Lee Henry, III, 5734 Duval Drive, Las Vegas, NV 89115

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION

78. Discussion and Possible Action to Accept the City 's Debt Management Policy and the Indebtedness Report

ABEYANCE ITEM

APPEAL OF DENIAL OF BUSINESS LICENSE

79. Discussion and possible action regarding the appeal of the denial of a new restaurant license, Jon Sattwhite, dba Martha's Soulfood and BBQ, 611 Fremont Street, Suite 1, Jon P. Sattwhite, 100%

INDEPENDENT MASSAGE THERAPIST - Six-Month Review

80. Discussion and possible action regarding a six-month review of an Independent Massage Therapist License, Song Lei, dba Song Lei, 4035 West Sahara Avenue, Song Lei, 100%

LIQUOR & GAMING - New

81. Discussion and possible action regarding a new Beer/Wine/Cooler Off-Sale Liquor License and new Restricted Gaming License for 7 slots subject to the provisions of the planning codes and Health Department regulations, Talal D. Nafso, dba Dillon's, 1401 East Charleston Boulevard, Talal D. Nafso, 100%, Approved by the Nevada Gaming Commission on February 25, 1999, **Note: Item to be heard in afternoon session in conjunction with Item #121 - Special Use Permit U-36-99**

INDEPENDENT MASSAGE THERAPIST - New

82. Discussion and possible action regarding a new Independent Massage Therapist License following discussion of the Las Vegas Metropolitan Police Department Investigative Report, Jonathan Salvador, dba Jonathan Salvador, 4616 Pennwood Avenue, Jonathan Salvador, 100%

MASSAGE ESTABLISHMENT - New/Request For Temporary License

83. Discussion and possible action regarding a request for temporary approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Waysak, Inc., dba Destination Garden Salon Spa, 601 South Rainbow Boulevard, Gary S. Waysack, Dir, Pres, Secy, Treas, 100%

NEIGHBORHOOD SERVICES - DISCUSSION

84. Discussion and possible approval of a Technical Assistance Agreement between the City of Las Vegas and the National Urban Technology Center, Inc. to provide site preparation, computer hardware and software, and training/consulting services to three centers identified by Weed and Seed for its Family Life Long Learning Centers project.

DEPARTMENT OF PUBLIC WORKS - DISCUSSION**SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT**

85. D.A. ENTERPRISES, INC., Owner; (6250 Rio Vista Street - Bob Taylors Ranch House Restaurant); Request to connect one lot, approximately 4.7 acres, with an existing usage of a restaurant, to the City sewer from property located in Clark County at 6250 Rio Vista Street; applicant proposes to connect to the existing 27 inch line located in Rio Vista Street; the City limit is located adjacent to this site; the proposed usage of this parcel does not conform with the City's General Plan for the area; however, as a result of an on-site meeting between the property owners and the Clark County Health District on April 12, 1999, this connection is now required by the Health District.

REPORT/ACTION ITEMS

86. ABEYANCE ITEM Discussion and possible action to change the current approval procedure for executing interlocal agreements with Clark County for the creation of Special Improvement District projects

IV. RESOLUTIONS - DISCUSSION

87. **R-75-99** - Discussion and possible action to approve a Resolution designating James Gay Park, Ethel Pearson Park and Fitzgerald Tot Lot as Children's Parks
88. **PUBLIC HEARING - R-76-99** - Discussion and possible action to approve a Resolution authorizing medium-term obligations in an amount of up to \$25,000,000, for the purpose of acquiring, constructing and improving park and recreation projects for the City; directing the officers of the City to forward materials to the Department of Taxation of the State of Nevada; providing certain details in connection therewith; authorizing the sale of the City of Las Vegas, Nevada, General Obligation Medium-Term Park and Recreation Bonds in the maximum aggregate principal amount of \$25,000,000; and providing the effective date hereof

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

89. **Bill No. 99-30** - Changes the name of the Department of Fire Services to the Department of Fire and Rescue, and reflects the Department's provision of ambulance transportation services. Sponsored by: Councilman Arnie Adamsen
90. **Bill No. 99-31** - Amends the Zoning Code to set forth the zoning districts in which certain employment-related uses are permitted either as a matter of right or by means of special use permit. Sponsored by: Councilman Michael McDonald

91. **Bill No. 99-32** – Increases the salaries of the Municipal Court Judges and eliminates the stipend for the Master Judge. Sponsored by: Councilman Michael J. McDonald
92. **Bill No. 99-33** – Increases the amount of the regional sewer service surcharge from \$1.39 to \$1.60 per equivalent residential unit and provides for administrative surcharge adjustments thereafter. Proposed by: City Manager Virginia Valentine
93. **Bill No. 99-35** – Provides that a petition in State District Court is the exclusive means of appealing the denial of a work card for security-related employment, where the denial is based upon the statutory prohibition of such employment because of certain criminal convictions. Sponsored by: Councilman Michael J. McDonald

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.

94. **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
95. **Bill No. 99-34** – Annexation No. A-20-99(A), Property Located: Between Alexander Road and Fox Forest Avenue, approximately 660 feet west of Fort Apache Road, Petitioned By: Kathlyn H. Mowbray, Acreage: Approximately 5.13 acres, Zoned: R-E (County Zoning), U (L and ML) (City Equivalent). Sponsored by: Councilman Larry Brown

VI. REPORTS FROM REAL ESTATE COMMITTEE

96. Discussion and possible action for the approval of the Second Amendment to Lease & Management Agreement between the City of Las Vegas and On Time Productions in the Incubator Program at the Las Vegas Business Center
97. Discussion and possible action for the approval of a Lease & Management Agreement between the City of Las Vegas and Dee's Vocational and Rehabilitation Services in the Incubator Program at the Las Vegas Business Center

VII. BOARDS & COMMISSIONS

98. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities
99. **ABEYANCE ITEM** - Discussion and possible action on the appointment of alternates to the Southern Nevada Regional Planning Coalition
100. **ABEYANCE ITEM - CHILD CARE LICENSING BOARD** - Nora R. Avila - Term Expires - 6/1999 (resigned)
101. **ABEYANCE ITEM - COMMUNITY EMPLOYMENT ADVISORY COMMITTEE** - Robert Fortson - Term Expires - 6/1999; Olga Carbia - Term Expires - 6/1999; Dan Romano - Term Expires - 6/1999
102. **ABEYANCE ITEM - CITIZENS PRIORITY ADVISORY COMMITTEE** - Jill Langerman - Term Expires - 6/1999; Ronald L. Butters - Term Expires - 6/28/1999
103. **BOARD OF CIVIL SERVICE TRUSTEES** - Rev. David L. Harris - Term Expires - 8/7/99

2:00 P.M. – AFTERNOON SESSION

104. 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

IX. PUBLIC HEARING

105. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 1602/1608 E. Charleston Blvd. PROPERTY OWNER: Trustee Clark County Treasurer

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

STREET NAME CHANGE - PUBLIC HEARING

106. SNC-1-99 - RUSSELL G. & VERLA M. KRAMER - Request for a Street Name Change from Tony Atchley Drive to Highland Falls Drive between Villa Ridge Drive and Sun City Boulevard, P-C (Planned Community) Zone, Ward 2. The Planning Commission (5-0 vote) and staff recommend APPROVAL.

AMENDMENT TO THE MASTER PLAN OF STREETS AND HIGHWAYS

107. MSH-2-99 - STANPARK HOMES, ET AL - Request to Amend the Master Plan of Streets and Highways to delete Alexander Road, an 80 foot right-of-way, and the unnamed north-south 80 foot right-of-way, between Cheyenne Avenue and Lone Mountain Road, and to add a north-south roadway as an 80 foot right-of-way between Cheyenne Avenue and Alexander Road with appropriate transition areas and as an 80 foot right-of-way between Alexander Road and Lone Mountain Road. Also, to extend Alexander Road as an 80 foot right-of-way from the proposed Western Leg of the Beltway, westward to the proposed north-south roadway, Ward 4 (Brown). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

VACATION - PUBLIC HEARING

108. VAC-18-99 - LAS VEGAS RESCUE MISSION AND WOMEN'S AND CHILDREN'S SHELTER - Petition to vacate "E" street (70 feet wide) and all public alleys (20 feet wide) generally located on the north side of Bonanza Road, between "F" street and "E" street, Ward 3 (Reese). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

TWO YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING

109. V-46-92(2) - UNION PACIFIC RAILROAD COMPANY - Required Two Year Review of an approved Variance on property located on the north side of Oran K. Gragson Highway (U. S. 95), between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific railroad tracks which allowed a 14 foot by 48 foot off-premise sign (billboard) 690 feet from an existing off-premise sign (billboard) where 750 feet is the minimum separation distance required, M (Industrial) Zone, Ward 3 (Reese), APN: 139-27-401-024. The Board of Zoning Adjustment (5-0 vote) and staff recommend APPROVAL.

VARIANCE - PUBLIC HEARING

110. ABEYANCE ITEM - V-20-99 - ERIC AND MORTON FRIEDLANDER - Request for a Variance on property located at 1217 Greenway Drive TO ALLOW AN EXISTING GARAGE THREE AND ONE-HALF FEET FROM THE SIDE PROPERTY LINE WHERE FIVE FEET IS THE MINIMUM SETBACK REQUIRED, R-1 (Single Family Residential) Zone, Ward 1 (McDonald), APN: 138-25-610-048. The Board of Zoning Adjustment (5-0 vote) recommends APPROVAL. The Board of Zoning Adjustment (5-0 vote) recommends APPROVAL.
111. V-24-99 - KFC CORPORATION ON BEHALF OF CREATIVE OUTDOOR ADVERTISING - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Board of Zoning Adjustment of a request by KFC Corporation on behalf of Creative Outdoor Advertising for a Variance on property located at 4420 West Sahara Avenue TO ALLOW A 298 FOOT SEPARATION BETWEEN A BILLBOARD AND A RESIDENTIAL USE WHERE 300 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 162-06-402-006. The Board of Zoning Adjustment (5-0 vote) and staff recommend DENIAL.
112. V-36-99 - MARK AND ZANETTE CLARK - Request for a Variance on property located at 201 Janice Estelle Drive TO ALLOW AN EXISTING DETACHED GAZEBO ZERO FEET FROM THE SIDE AND REAR PROPERTY LINES WHERE THREE FEET IS THE MINIMUM SETBACK REQUIRED AND ZERO FEET FROM THE EXISTING SINGLE-FAMILY DWELLING WHERE SIX FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED; AND TO ALLOW AN EXISTING JUNGLE GYM TO BE TWO AND ONE-HALF FEET FROM THE SIDE AND REAR PROPERTY LINES WHERE THREE FEET IS THE MINIMUM SETBACK REQUIRED AND THREE AND ONE-HALF FEET FROM THE EXISTING SINGLE-FAMILY DWELLING WHERE SIX FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED, R-CL (Residential Compact Lot) Zone, Ward 1 (McDonald), APN: 138-36-111-036. Staff recommends DENIAL. The Board of Zoning Adjustment (3-1 vote) recommends APPROVAL.
113. V-39-99 - SHIRLEY G. BELL - Appeal filed by Shirley G. Bell from the Denial by the Board of Zoning Adjustment for a Variance on property located at 5620 Silver Bell Street TO ALLOW A PROPOSED ADDITION 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 4 (Brown), APN: 125-28-412-029. The Board of Zoning Adjustment (3-0 vote) and staff recommend DENIAL.

114. V-40-99 - MACE J. YAMPOLSKY - Request for a Variance on property located at 625 South 6th Street TO ALLOW SEVEN EXISTING PARKING SPACES WHERE EIGHT ARE THE MINIMUM REQUIRED IN CONJUNCTION WITH THE PROPOSED EXPANSION OF AN EXISTING COMMERCIAL BUILDING, P-R (Professional Offices and Parking) Zone, Ward 3 (Reese), APN: 139-34-410-218. The Board of Zoning Adjustment (3-0 vote) and staff recommend APPROVAL.
115. V-43-99 - DENVER SQUARE TRUST - Appeal filed by Attorney Peter Alpert on behalf of Denver Square Trust from the Denial by the Board of Zoning Adjustment for a Variance on property located at 1141 South Las Vegas Boulevard TO ALLOW A PROPOSED 16,780 SQUARE FOOT COMMERCIAL CENTER 0 FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED, 12 FEET FROM THE REAR PROPERTY LINE WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, AND 10 FEET FROM THE CORNER SIDE PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED; TO ALLOW 52 PROPOSED PARKING SPACES WHERE 67 ARE THE MINIMUM REQUIRED; AND TEMPORARILY ALLOW 25 PROPOSED PARKING SPACES WHERE 67 ARE THE MINIMUM REQUIRED; AND TO ALLOW THE REPLACEMENT OF AN EXISTING, 1200 SQUARE FOOT, NON-CONFORMING USE (BOULEVARD BOOKS AND VIDEO), WITH A PROPOSED 4,300 SQUARE FOOT NON-CONFORMING USE (BOULEVARD BOOKS AND VIDEO), C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 162-03-112-021. The Board of Zoning Adjustment (3-0 vote) and staff recommend DENIAL.
116. V-46-99 - GILBERT FAMILY TRUST - Request for a Variance on property located at 821 North Lamb Boulevard TO ALLOW 81 EXISTING PARKING SPACES WHERE 87 ARE THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED ADDITION (BAKERY) TO AN EXISTING COMMERCIAL CENTER, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 140-29-301-010. The Board of Zoning Adjustment (3-0 vote) and staff recommend APPROVAL.

ONE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

117. ABEYANCE ITEM - U-35-98(1) - NORTSHORE PLAZA, LIMITED LIABILITY COMPANY ON BEHALF OF KAPRIEL SAATDJIAN - One Year Required Review of an approved Special Use Permit on property located at 8370 West Cheyenne Avenue to allow a secondhand dealer for the buying and selling of used jewelry in conjunction with an existing jewelry store, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 4 (Brown), APN: 138-09-420-003. Staff recommends APPROVAL.

RESCIND PREVIOUS ACTION OF WITHDRAWAL WITH PREJUDICE - SPECIAL USE PERMIT - PUBLIC HEARING

118. ABEYANCE - U-68-98 - LOZZI ENTERPRISES - Appeal filed by Thomas Lozzi on behalf of Lozzi Enterprises of the Denial by the Planning Commission for a Special Use Permit on property located at the northeast corner of Buffalo Drive and Gowan Road FOR A COMMERCIAL CHILD CARE CENTER, U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation], Ward 4 (Brown), APN: 138-10-201-012. The Planning Commission (6-0 vote) and staff recommend DENIAL.

SPECIAL USE PERMIT - PUBLIC HEARING

119. ABEYANCE - U-68-98 - LOZZI ENTERPRISES - Appeal filed by Thomas Lozzi on behalf of Lozzi Enterprises of the Denial by the Planning Commission for a Special Use Permit on property located at the northeast corner of Buffalo Drive and Gowan Road FOR A COMMERCIAL CHILD CARE CENTER, U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation], Ward 4 (Brown), APN: 138-10-201-012. The Planning Commission (6-0 vote) and staff recommend DENIAL.
120. ABEYANCE ITEM - U-46-99 - SAM FELDMAN TRUST ON BEHALF OF SAM & BASIL HAMIKA - Request for a Special Use Permit on property located at 800 North Rainbow Boulevard FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED 1,952 SQUARE FOOT MARKET, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 138-26-301-003. Staff recommends DENIAL. The Planning Commission (4-0-1 vote) recommends APPROVAL.
121. U-36-99 - MER-CAR CORPORATION - Request for a Special Use Permit on property located at 1401 East Charleston Boulevard FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A CONVENIENCE STORE; AND FOR A WAIVER OF THE MINIMUM 400 FOOT SEPARATION REQUIREMENT FROM A CHURCH, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 139-35-401-002. (Note: This item will be heard with Morning Session Item No. 81). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL.
122. U-55-99 - MARIA ENAMORADO ON BEHALF OF TALAL NAFSO - Request for a Special Use Permit on property located at 720 West Owens Avenue FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING 2,500 SQUARE FOOT CONVENIENCE STORE, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 139-22-402-005. Staff recommends DENIAL. The Planning Commission (4-0-1 vote) recommends APPROVAL.
123. U-62-99 - MARIA ENAMORADO ON BEHALF OF TALAL NAFSO - Request for a Special Use Permit on property located at 720 West Owens Avenue FOR A SERVICE STATION (GASOLINE SALES) IN CONJUNCTION WITH AN EXISTING 2,500 SQUARE FOOT CONVENIENCE STORE, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 139-22-402-005. The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

124. U-63-99 - S&S #2, LIMITED LIABILITY COMPANY ON BEHALF OF AJ'S MINI MART - Request for a Special Use Permit on property located at 400 North Eastern Avenue FOR RESTRICTED GAMING (15 SLOT MACHINES) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE, R-3 (Medium Density Residential) under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese), APN: 139-36-210-003. The Planning Commission (5-0 vote) and staff recommend APPROVAL.
125. U-64-99 - SHAWBETH, INC. ON BEHALF OF R.D.S., INC. - Request for a Special Use Permit on property located on the north side of Sahara Avenue, approximately 330 feet west of Montessori Street, TO ALLOW USED MOTOR VEHICLE SALES, U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) and PR (Professional Office and Parking), Pending C-2 (General Commercial) Zone, Ward 1 (McDonald), APN: 163-03-806-001. **NOTE: The General Plan Designation of O (Office has been changed to GC (General Commercial).** The Planning Commission (5-0 vote) and staff recommend APPROVAL.
126. U-65-99 - ORO, LIMITED LIABILITY COMPANY - Request for a Special Use Permit on property located at 908 West Monroe Avenue FOR A 2,520 SQUARE FOOT COMMERCIAL CHILD CARE CENTER, R-3 (Medium Density Residential) Zone, Ward 3 (Reese), APN: 139-28-503-023. The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

REZONING - PUBLIC HEARING

127. Z-25-99 - CHARLES TARR, JR. UNITRUST - Request for a Rezoning on property located at 22 North Pecos Road and 3505 East Charleston Boulevard, FROM: R-1 (Single-Family Residential), R-2 (Medium-Low Density Residential) and C-1 (Limited Commercial) TO: C-1 (Limited Commercial), PROPOSED USE: FUTURE COMMERCIAL, Size: 2.86 Acres, Ward 3 (Reese), APN's: 140-31-401-027 and 034. The Planning Commission (5-0 vote) and staff recommend APPROVAL.
128. Z-23-99 - J. W. M. INVESTMENTS, INC. - Request for a Rezoning on property located at 808 Sunny Place, From: R-E (Residence Estates) To: C-1 (Limited Commercial), PROPOSED USE: A 11,173 SQUARE FOOT COMMERCIAL BUILDING, Size: 0.99 Acres, Ward 3 (Reese), APN: 139-28-304-002. The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.
129. Z-27-99 - BUREAU OF LAND MANAGEMENT ON BEHALF OF CITY OF LAS VEGAS - Request for a Rezoning on property located on the southwest corner of Buffalo Drive and Wittig Avenue, From: U (Undeveloped) Zone [PF (Public Facility) General Plan Designation] To: C-V (Civic), PROPOSED USE: A 10,152 SQUARE FOOT FIRE STATION AND FUTURE PARK, Size: 20 Acres, Ward 4 (Brown), APN: 125-21-601-002. The Planning Commission (5-0 vote) and staff recommend APPROVAL.
130. Z-29-99 - RONALD AND SHIRLEY LUSCH ON BEHALF OF JW SLIGAR - Request for Rezoning on property located at 4485 North Rainbow Boulevard, From: R-E (Residence Estates) To: C-1 (Limited Commercial), PROPOSED USE: OFFICE CONVERSION, Size: 1.22 Acres, Ward 4 (Brown), APN: 138-03-602-013.
131. 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.

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 6th day of **July, 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **A City Council Meeting** to be held on the 12th day of **July, 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 July, 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 **7th day of July 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 **A City Council Meeting** to be held on the **12th day of July, 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. *gh* On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. *gh* Senior Citizens Center, 450 E. Bonanza Road;
3. *gh* 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. *gh* 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. *gh* Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

[Signature]

 SIGNATURE

City Clerk
 DEPARTMENT

Subscribed and sworn to before me
 this 7th day of July, 1999.

[Signature]

 NOTARY PUBLIC in and for said County and State



CITY COUNCIL

MEETING OF

JULY 12, 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 ORDER**ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW****INVOCATION**

**DR. STEVE FOTHERINGHAM
CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS**

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT MADE.

PRESENT: MAYOR GOODMAN, COUNCILMEN McDONALD, REESE, BROWN and COUNCILWOMAN McDONALD

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

(10:10 - 10:11)

1-1

Invocation given by DR. STEVE FOTHERINGHAM, Church of Jesus Christ of Latter-Day Saints.

(10:11 - 10:13)

1-17

MAYOR GOODMAN led the audience in the Pledge.

(10:13 - 10:14)

1-96

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Oath of Office administered to Lynette Boggs McDonald, Ward 2 Council Seat

The Oath of Office was administered by MAYOR GOODMAN to COUNCILWOMAN LYNETTE BOGGS McDONALD, who was appointed at the June 28, 1999, Council meeting.

COUNCILWOMAN McDONALD stated that she was delighted and very pleased to be present in the company of her friends and more than half of her family members. The last time she was gathered by so many of her family members was when she represented Oregon in the Miss America pageant. Now she is a politician who is "Miss"-understood, "Miss"-represented, and "Miss"-quoted. But nevertheless, she was very blessed with three parents – father, mother, and stepfather – who always stood behind her and believed in her. They taught her at a very young age to pursue her goals and to reinforce them with a deep faith. She thanked FATHER MIKE and the Choir of St. James Catholic Church and her friends for also supporting her through thick and thin. She thanked the Council for the appointment and pledged that even though she faces many challenges there will be no one as enthusiastic to deal with them.

(10:14 - 10:22)

1-108

Recognition of the "Citizen of the Month" for July

COUNCILMAN BROWN recognized LORI KENNEDY as July's Citizen of the Month for doing an outstanding job as Chair of the Citizens Advisory Committee on the expansion of US-95. He first met MS. KENNEDY when he served on the Planning Commission and she made such an impression on him because of her advocacy for the Northwest area and her knowledge of the issues. She has a rational understanding of the growth issues. She has remained a strong voice in the Northwest and has always been in the forefront of neighborhood advocacy and is very-well respected by the Northwest community, developers, City staff, and NDOT (Nevada Department of Transportation).

(10:22 - 10:29)

1-364

CITY COUNCIL

MEETING OF

JULY 12, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

I. CEREMONIAL

Presentation of the Willie W. Davis Memorial Award for the Outstanding City Employee and Honorable Mention Awards

RICK ANDERSON, Director, Department of Human Resources, announced that in 1982 the City Council created the Willie W. Davis Memorial Award to recognize the Outstanding City Employee of the Year. Willie W. Davis was a City employee from 1973 until his death in 1980.

There were 16 nominees submitted and screened by an employee group, nominated by the different bargaining units of the City and the City Manager. The Screening Committee narrowed the list to five finalists who were screened by a blue-ribbon panel appointed by the City Council.

The finalists were: BARBARA BELCHER, Court Counselor II, Municipal Court, Alternative Sentencing and Education Division; MARTHA BLAZEK, Trolley Operator serving in the City's Office of Business Development; DEBRA HUME, Secretary, Office of Business Development, International Affairs Division; SUSAN SMITH, Systems Analyst II, Information Technologies Department; and TIM SZYMANSKI, Public Information Officer, Las Vegas Fire & Rescue Department.

MAYOR GOODMAN announced MR. SZYMANSKI as this year's Willie W. Davis Memorial Award recipient. MR. SZYMANSKI thanked CATHY HANSON, Director of Communications, NADIA WIGGINS, former Public Information Officer, DEPUTY CHIEF KEN RIDDLE, recently retired DEPUTY CHIEF ED WOOD, and CHIEF MARIO TREVINO for trusting him and letting him do his job. He felt that he is working for the finest fire department in the country.

He also thanked his wife for her support and patience. There have been many occasions when family activities had to be canceled so that he could do his job.

(10:29 - 10:37)

1-605

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Recognition of Judge Seymore H. Brown for 40 years of service to the City of Las Vegas

MAYOR GOODMAN recognized JUDGE BROWN for his 40 years of service. JUDGE BROWN began his career in 1959 as a police officer, was elected Judge in 1973 and appointed Chief Judge in 1991. His innovative leadership of Municipal Court led to the first computerized court and one of the first video courts in the country. In 1975 JUDGE BROWN assisted in developing some of the first alternative sentencing programs in the country. He has been recognized around the country for his distinguished and outstanding services and has dedicated his time to various organizations. He is held in the highest esteem by his colleagues, Court staff, the Mayor, City Council members, and citizens of the community.

MAYOR GOODMAN proclaimed Tuesday, July 13, 1999, as JUDGE SEYMORE H. BROWN Day and presented him with an encased flag.

JUDGE BROWN stated that he was a musician before he was elected to Municipal Court and his mother, being Jewish, always told him that he was a bum who could not keep a job. When he came to Las Vegas to work for the Police Department he enjoyed Las Vegas and fell in love with it. Even when he retires he plans to stay in Las Vegas, where he knows many great things will be happening within the next four years under the leadership of this City Council.

(10:25 - 10:29)

1-450

COUNCILMAN McDONALD gave special recognition to T. J. LAVIN. COUNCILMAN McDONALD announced that Las Vegas received national attention again when T. J. LAVIN took the Gold Medal in the 1999 X-Games. This is the second time MR. LAVIN has taken the Gold. Not only is he a leader on the dirt track, but also in the charity work that he does. He is always available to help where seniors and children are involved. It is a pleasure to be related to this 22-year-old young man who is so successful and giving.

MR. LAVIN stated that his success would not be possible without the help of Las Vegas RICHARD LASKER and his first sponsor Herda's Appliances. He also thanked his parents for his upbringing and the Las Vegas community.

(10:37 - 10:42)

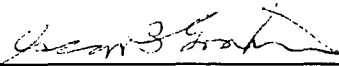
1-856

PROCLAMATION

- WHEREAS; Seymore H. Brown began his career with the City of Las Vegas on July 13, 1959, as a Police Officer; and
- WHEREAS; in 1973, Seymore Brown was elected Judge in Department 2 and was appointed to Chief Judge on January 1, 1991. His 40 years of service have been marked with fairness and dedication; and
- WHEREAS; Chief Judge Brown's innovative leadership of Las Vegas Municipal Court led to the first computerized court and one of the first video courts in the country; and
- WHEREAS; in 1975, Chief Judge Brown was instrumental in developing some of the first alternative sentencing programs in the country; and
- WHEREAS; Chief Judge Brown has been recognized by the National Judges Association and the Nevada Supreme Court for his distinguished and outstanding services; and
- WHEREAS; Chief Judge Brown has dedicated his time and talent to various community, state, and civic organizations; and
- WHEREAS; Chief Judge Brown is held in the highest esteem by his colleagues, court staff, the Mayor, City Council members and the citizens of our community; now
- THEREFORE; We, the Mayor and City Council of Las Vegas, hereby proudly proclaim Tuesday, July 13, 1999, to be:

CHIEF JUDGE SEYMORE H. BROWN DAY

and ask all citizens to join in this celebration and to thank Judge Brown for his 40 years of dedicated public service to the City of Las Vegas.

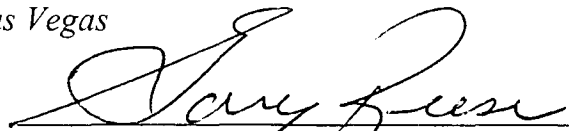


Oscar B. Goodman
Mayor of Las Vegas

Michael J. McDonald, Mayor Pro-Tem



Larry Brown, Councilman



Gary Reese, Councilman



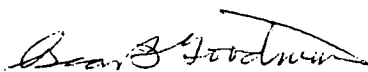
Lynette B. McDonald, Councilwoman

PROCLAMATION

- WHEREAS; T.J. Lavin is a 22 year old native Las Vegan who competes as a Dirt Bicycle Stunt Rider, winning numerous events and receiving approximately \$250,000 in earnings and endorsements during his career; and
- WHEREAS; T.J. turned professional 5 ½ years ago and represents the United States in the X-Games competitions; and
- WHEREAS; T.J.'s career highlights include winning the Gold Medal in the 1999 and 1997 X-Games, winning the Silver in 1996 X-Games; placing 5th in the 1998 X-Games, winning the 1998 Euro Championships; and finishing 2nd in Dirt at the 1996 NBL Dirt Circuit Finals; and
- WHEREAS; T.J. is firmly rooted in Southern Nevada, where he takes pride in giving back to the community by attending fundraising events and working with local BMX riders; now
- THEREFORE; We, the Mayor and City Council of Las Vegas, hereby proudly proclaim Monday, July 12, 1999, to be:

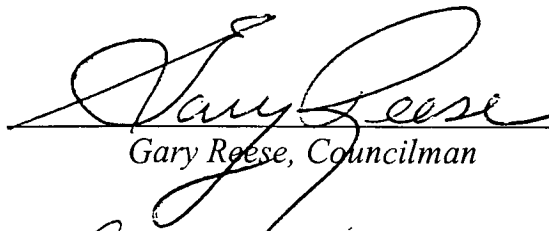
T.J. LAVIN DAY

and ask all citizens to join in us in congratulating T.J. for his many accomplishments in the BMX Competition and thank him for representing Las Vegas, Nevada and the United States so successfully.

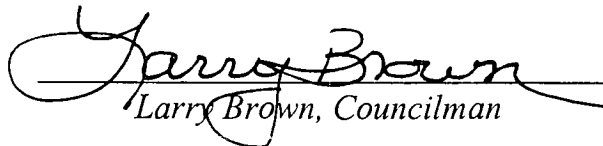


Oscar B. Goodman
Mayor of Las Vegas

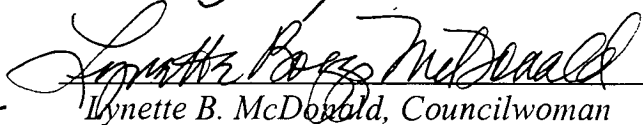
Michael J. McDonald, Mayor Pro-Tem



Gary Reese, Councilman



Larry Brown, Councilman



Lynette B. McDonald, Councilwoman

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 5

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

COUNCILMAN McDONALD paid homage to COMMISSIONER THALIA DONDERO, who was in the audience and was the first female County Commissioner to be elected.

(10:51)

1-1051

COUNCILMAN McDONALD stated that he has known MAYOR GOODMAN for ten years and does not think he will ever change. Therefore, the Council members decided to present MAYOR GOODMAN with his very special gavel with his name engraved on it. MAYOR GOODMAN thanked the Council members for the gift but complained that the gavel was not big enough.

(10:42 - 10:44)

1-1068

COUNCILMAN REESE paid tribute to COUNCILMAN McDONALD for his heroic efforts in pulling a woman and her son out of a van that was sinking in the mud on Thursday, July 8, 1999, when parts of the city were inundated with rainwater.

MAYOR GOODMAN also thanked the City Department Heads, CITY MANAGER VALENTINE, FIRE CHIEF TREVINO and all of the Las Vegas Citizens for acting like heroes during the flood. Everyone came forward and went beyond the call of duty to help and get organized.

(10:44 - 10:46)

1-1106**RECESS: 10:46 to 10:57 A.M.**

MAYOR GOODMAN welcomed government students from Palo Verde High School.

(10:57)

1-1171

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 6

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 | <p>M. McDONALD - Motion to bring forward and hold in ABEYANCE items 70 and 85 to 7/26/99, STRIKE items 71 and 96, and ACCEPT WITHDRAWAL of item 75 - UNANIMOUS</p> <p>*****</p> <p>ROBERT RATNER, 9081 Ivory Beach Drive, requested that item No. 85 be held for two weeks to allow him time to resolve some pending issues with the Health Department. COUNCILMAN BROWN asked RICHARD GOECKE, Director of Public Works, if the matter could be held. MR. GOECKE answered that the issue needs to be sorted out between the Health Department and the owner of the restaurant. The City is under no obligation to act at this time. He concurred with holding it for two weeks.</p> <p>There was no further discussion.
(10:57 - 11:00)
1-1171</p> |
| 2 | Approval of the Final Minutes by reference of the Regular City Council Meeting of June 14, 1999 | <p>M. McDONALD - APPROVED by Reference - UNANIMOUS</p> <p>*****</p> <p>There was no discussion.
(11:00 - 11:01)
1-1293</p> |
| 3 | Annual Regular meeting of the Member (City Council of the City of Las Vegas) of the City Centre Development Corporation (immediately following AM Session of City Council) | <p>Announcement made.
(11:01)
1-1303</p> |

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****ADMINISTRATIVE - CONSENT****TABLED ITEM**

4

Approval of the Memorandum of Understanding among the City and Republic Dumpco, Inc. and Republic Silver State Disposal, Inc. amending the Garbage Disposal Agreement dated December 31, 1985 between the City of Las Vegas and Silver State Disposal, Inc.

M. McDONALD - Motion to APPROVE with a contribution of \$5.5 million earmarked for City parks, absolution of the City of any potential liability due to the landfill at Sunrise Mountain, and a commitment by Republic Silver State to fully pay for a future transfer station in the City if needed - carried with GOODMAN abstaining to avoid any conflict as he owns property near APEX and one of his partners has been contacted to possibly represent Silver State and BROWN also abstaining pending an opinion from the State Ethics Commission as to whether he should abstain since he is a part-time employee of the Las Vegas Stars Baseball Club which is involved with Silver State in various charitable functions

APPEARANCES:

ROBERT GROESBECK, General Counsel, Republic Silver State Disposal

TOM MOUNTEER, Professor of Law at George Washington University in Washington DC and partner with the law firm of Baker-Hostetler out of Washington DC

JUANITA CLARK, Charleston Heights Neighborhood Preservation Association, 137 Lorenzi

CHRIS CHRISTOFF, 335 West Cincinnati

JOE MAVIGLIA, 5422 Indigo Hills, North Las Vegas

RICHARD ZISER, representing Nevada Concerned Citizens, 7595 West Palmyra Avenue

ROBERT DORINSON, Nevada Recycling Association, 9501 Coral Way

BEATRICE TURNER

LUCILLE LUSK, 6624 Celeste Avenue

CHESTER HAMILTON, 3713 Riviera Avenue

LARRY HENNON, 2745 N. Nellis Boulevard, Nevada Recycling Association

CITY ATTORNEY BRAD JERBIC

DIANA CUMBA

ANTHONY SNOWDEN, 712 West Jefferson Avenue

NOTE: CITY ATTORNEY JERBIC noted that campaign contributions by Silver State Disposal to COUNCILMAN REESE or any of the other Council members would not require abstention in this matter.

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

(11:02 - 12:30)

1-136812-1

CITY COUNCILMEETING OF
JUNE 28, 1999**AGENDA DOCUMENTATION**TO:
City CouncilFROM: Jeff Maresh, Director
Office of Business Development**SUBJECT:**

Approval of the Memorandum of Understanding Among the City of Las Vegas and Republic DUMPCO, Inc. and Republic Silver State Disposal, Inc. Amending the Garbage Disposal Agreement Dated December 31, 1985 Between the City of Las Vegas and Silver State Disposal, Inc.

PURPOSE/BACKGROUND

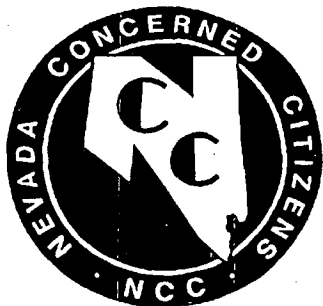
On December 31, 1985, the City of Las Vegas granted Silver State, Inc., a Nevada corporation, an exclusive contract to collect and dispose of garbage generated within the City limits. The term of the contract was fifteen (15) years. Until 1993, Silver State used the Sunrise Regional Landfill, located in the County, for disposing of the garbage collected in the City.

Sunrise Regional Landfill (Landfill) was closed and covered in 1995. During heavy rainfall in 1998, debris from the landfill was uncovered and washed into the Las Vegas Wash. Violation Findings and Compliance Orders were issued to the County, and Republic Silver State Disposal (RSSD) and Republic DUMPCO, currently owned by Parent Corporation, Republic Services, Inc., a Delaware Corporation, by the Federal Environmental Protection Agency (EPA) during April, 1999. RSSD is a successor to Silver State. RSSD estimates it will cost Thirty-six Million Dollars (\$36,000,000.00) to comply with the EPA Orders.

Under the terms of the Memorandum of Understanding being presented for Council approval, RSSD would be granted an additional fifteen (15) year term to its exclusive Garbage Disposal Agreement with the City in exchange for, among other things, RSSD's complete compliance with the EPA Orders, at its own expense, and payment to the City of Five and One-half Million Dollars (\$5,500,000.00) to be used for a transfer station or other public purposes at the discretion of the City Council.

FISCAL IMPACT**RECOMMENDATIONS**

It is the recommendation of this office that the Memorandum of Understanding be approved and that the Mayor be authorized to execute the same.



Nevada Concerned Citizens

7595 W. PALMYRA AVE.
LAS VEGAS, NEVADA 89117
Phone 368-6523 Fax 221-1632

July 9, 1999

Mayor Oscar B. Goodman
Mayor Pro-Tem Michael J. McDonald
Councilman Gary Reese
Councilman Larry Brown
Councilman elect Lynette Boggs McDonald
City Hall 10th Floor
400 E. Stewart Ave.
Las Vegas, Nv 89101

Dear Mayor and Councilmembers:

Nevada Concerned Citizens is a broad based non-partisan organization which represents and informs thousands of Nevadans in matters concerning freedom, free enterprise, national defense and traditional family values.

NCC researches issues, monitors proposals and actions of legislative bodies, and follows the actions and positions taken by office holders. We believe that informed citizens are the key to electing honest, good and wise representatives.

We are troubled to see the Memorandum of Understanding, regarding the Garbage Disposal Agreement of 1985, reappear on the agenda after Councilman Larry Brown had requested it be tabled indefinitely. There are several points that we believe should be addressed prior to any extension of the contract.

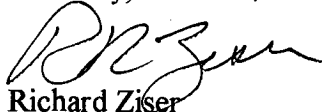
1. It has been said that the purpose of the contract extension is in partial exchange for compliance with the EPA's order. It has been stated by EPA personnel that the City is not liable and in fact is not a party to the order. This gives the appearance that the extension is a reward for bad behavior. The citizens of the City need to know the real facts regarding this situation. **If the City Council doesn't believe that Silver State is going to fulfill their obligation to the EPA Order, then how can you possibly trust them with a 15 year contract extension?**

#4

2. Under the terms of the Memorandum you are asking Silver State for \$5,500,000.00 to be used for a transfer station or other public purpose at the discretion of the City Council. If in fact a transfer station is needed then designate the funds. The use of the funds for "other public purposes at the discretion of the City Council" sounds like a pay-back to the City for extending the contract. If the transfer station is not needed and there is \$5,500,000.00 of fat in Silver State's contract then reduce the collection fees by that amount. **If the \$5,500,000.00 is used for any purpose other than the collection, storage or disposal of garbage it becomes an indirect tax collected by Silver State from the citizens using their service.**
3. I shouldn't even have to bring up this fact, but the conflicts relating to campaign contributions are rather glaring. Even if you all have the best of motives, there is an appearance of an impairment of impartial judgment. **As representatives of the citizens of this city you must avoid even the appearance of conflict, to assure maximum public protection.**
4. Upon the conclusion of Silver State's current agreement you have an opportunity to join many cities across the nation by offering **competitive options to garbage collection.**

The Board of Nevada Concerned Citizens and those we represent respectively request that this item be tabled, until you can assure the public that the above issues have been properly addressed.

Sincerely,



Richard Ziser
Chairman, NCC

MEMORANDUM OF UNDERSTANDING AMENDING DECEMBER 31, 1985 GARBAGE DISPOSAL AGREEMENT

This Memorandum of Understanding (hereinafter "Agreement") is entered into this 12th day of July, 1999, (hereinafter "Effective Date") by and among the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "CLV"), Republic DUMPCO, Inc., a Nevada corporation d/b/a DUMPCO (hereinafter "DUMPCO"), and Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Silver State Disposal Service (hereinafter "RSSD").

I. RECITALS

1.01 Apex Regional Landfill. DUMPCO owns, operates and maintains a landfill generally known as Apex Regional Landfill and generally situated near the intersection of Interstate 15 and U.S. Highway 93 in Clark County, Nevada, Township 18 South, Range 63 East, Mount Diablo Meridian (hereinafter "Apex").

1.02 Sunrise Regional Landfill. DUMPCO currently is the maintenance contractor for the 720-acre area generally known as the Sunrise Regional Landfill and generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian (hereinafter "Sunrise Landfill"). Sunrise Landfill is located upon real property owned by BLM and leased to Clark County Public Works. Sunrise Landfill stopped receiving waste on October 9, 1993. On March 1, 1995, Sunrise Landfill was closed in accordance with the Sunrise Mountain Landfill Closure Plan dated April 14, 1994 (hereinafter the "Plan"), as evidenced by the Agreement of parties signed on or about April 12, 1995 by DUMPCO's predecessor, Clark County Public Works, Clark County Health District and BLM.

1.03 Garbage Disposal Agreement. On December 31, 1985, CLV and RSSD's predecessor executed a Garbage Disposal Agreement. Pursuant to paragraphs 1 and 2 of the Garbage Disposal Agreement, RSSD owns the exclusive right to perform collection and disposal of "garbage, rubbish, dirt and small dead animals and other refuse from residences, multiple dwellings . . . places of business and public buildings within the corporate boundaries of the City of Las Vegas" through February 1, 2001. RSSD may elect to extend the Garbage Disposal Agreement period to February 1, 2006, by providing written notice of such election at least four months, but not more than nine months prior to February 1, 2001.

1.04 Rainfall Event. On September 11, 1998, a greater than 100-year rainstorm event concentrated over the Sunrise Mountain area exposed significant quantities of solid waste buried northeast of the 720-acre Sunrise Landfill (hereinafter "Northeast Canyon Area"). The resulting flood waters carried solid waste from the Northeast Canyon Area, through the Sunrise Landfill surface drainage structures, and into the unnamed tributary to the Las Vegas Wash. The flood waters also breached certain surface drainage structures, compromised cells within the Sunrise Landfill itself, and caused small quantities of solid waste to be released from Sunrise Landfill to the unnamed tributary.

1.05 RCRA Order. On April 26, 1999, the U.S. Environmental Protection Agency

(hereinafter "EPA") issued RCRA Order, Docket No. 7003-09-99-0005 (hereinafter "RCRA Order"), naming DUMPCO, RSSD, Republic Industries, Inc. (hereinafter "RII"), SSDS Liquidating Corporation and Clark County Public Works as Respondents. The effective date of the RCRA Order was May 6, 1999. EPA issued the RCRA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The RCRA Order, which is attached hereto as EXHIBIT A and incorporated herein by this reference, compels performance of action items, among others, relating to "Run-on/Run-off Controls," "Facility Assessment and Corrective Measures," and "Long-Term Operation and Maintenance Requirements." The RCRA Order requires performance of action items for the 720-acre Sunrise Landfill, as well as areas denoted as the "Eastern Perimeter Area," "Southern Wash Area," and "Western Burn Pit Area," all as illustrated on an exhibit to the RCRA Order (hereinafter "Sunrise Landfill Area").

1.06 CWA Order. On April 26, 1999, the EPA issued CWA Order, Docket No. CWA-309-9-99-14 (hereinafter "CWA Order"), attached hereto as EXHIBIT B and incorporated herein by this reference, naming DUMPCO, RSSD, RII, and Clark County Public Works as Respondents. The effective date of the CWA Order was April 26, 1999. EPA issued the CWA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The CWA Order details action items to be performed in and around the Sunrise Landfill Area, including a full report on the hydrologic and hydrogeological site conditions, interim plans for repairs to surface water controls and for additional storm water controls, clean up of debris in the area, compliance with Industrial Storm Water General Permit No. GNV0022233, and other measures.

1.07 Compliance. The parties hereto desire to enter into this Agreement, which, among other things, provides for RSSD's full release and indemnity of CLV in the event of any future liability of the CLV related to Sunrise Landfill under various environmental statutes and common law, a fifteen (15) year extension of the Garbage Disposal Agreement and RSSD's full compliance with the RCRA Order and the CWA Order (collectively referred to hereinafter as "Orders").

1.08 Authority. Pursuant to NRS 268.081 and NRS 268.083, CLV is authorized to extend the exclusive Garbage Disposal Agreement now held by RSSD and DUMPCO (collectively referred to hereinafter as "Silver State") to perform collection and disposal of "garbage and other waste" as contemplated herein.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

2.01 Compliance with the Orders.

- a. Silver State shall take all necessary actions to comply fully with all terms and

conditions of the Orders (hereinafter "Project"), and shall be solely responsible for all associated costs.

- b. In the event, however, CLV is found in the future to also be liable for any or all of those matters contained in the Orders and Silver State fails to perform the Project in a manner consistent with the Orders, CLV is entitled to perform the compliance action on behalf of Silver State, and shall be reimbursed for the cost of the action by Silver State, including the costs of consultants, engineers, counsel, and administrative staff time in connection with the action. Prior to initiating any compliance action on behalf of Silver State, CLV shall notify Silver State in writing of the non-compliance, stating with particularity the exact nature of any alleged failure to meet EPA standards and guidelines. CLV shall then allow Silver State thirty (30) days from receipt of the notice to correct the non-compliance or obtain EPA approval for the Silver State action that is alleged to be non-compliant.

2.02 Cooperation and Communication. In the event CLV is found in the future to also be liable for any or all of those matters contained in the Orders, the parties agree to cooperate as necessary to respond efficiently to the Orders. CLV agrees to provide Silver State with any informational resources within CLV and its various districts and departments that might be helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports, or other documentation submitted to EPA or the Nevada Division of Environmental Protection, at the following addresses:

VIRGINIA VALENTINE, City Manager
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89114

STEPHEN KALISH, President
Silver State Disposal Service
770 East Sahara Avenue
Las Vegas, NV 89104

2.03 Indemnity, Defense and Hold Harmless.

- a. Silver State, as well as their successors, parents, subsidiaries and affiliates agree to defend, fully indemnify and hold harmless the City, its City Council members, departments, employees, agents, consultants and attorneys from and against all claims and demands or causes of action related to the Sunrise Landfill including without limitation, claims and demands brought pursuant to the Resource Conservation and Recovery Act (hereinafter "RCRA"), the laws, rules and regulations of the State of Nevada Department of

Conservation and Natural Resources, Division of Environmental Protection (hereinafter "NDEP") and the laws, rules and regulations of the Clark County Health District (hereinafter "CCHD"), arising from or related to any failure of Silver State to comply with the Orders.

- b. Silver State agrees to indemnify, defend, protect and hold harmless, to the extent allowed by Nevada law, CLV and CLV's City Council members, officers, agents, departments, employees, contractors and subcontractors upon and against any claims for damage, suits and other claims arising out of or related to the Project, which damages, suits, or claims are either (1) for personal injury, including death, or (2) for property damage, and where it is established that the injury or damage was the result of negligence, active or passive, or omission, active or passive, or intentional conduct of Silver State.
- c. Silver State shall have the right, when acting under this provision, to select counsel and to direct the course of the proceeding including the settlement thereof provided that: (1) Silver State does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) CLV shall be kept apprized of the progress of the proceeding.
- d. The parties further agree that the hold harmless and indemnification provisions of Paragraph 19 of the Garbage Disposal Agreement, EXHIBIT C, hereby are incorporated herein by this reference, as though fully set forth herein, and that the same are applicable to this Agreement, and that such provisions are controlling for the purposes of this Agreement in the event they conflict with any provision of this Agreement.

2.04 Silver State Capital Improvements Contribution. At any time after the execution of this Agreement by the parties, CLV may request in writing funds up to, but not exceeding, Five and One-half Million Dollars, (\$5,500,000.00) from Silver State (hereinafter "Contribution") to facilitate construction of a transfer station, other capital improvements, or other public uses CLV deems appropriate (hereinafter "Improvements"). Silver State's Contribution shall be made over the course of construction of the Improvements based upon construction progress. Silver State shall make progress payments to CLV within 30 days of the receipt of documentation identifying the work completed and the cost thereof at the address set forth below. CLV acknowledges that Silver State's Contribution shall not create a joint venture or any other business relationship between CLV and Silver State nor any responsibilities or obligations on the part of Silver State with respect to the Improvements not expressly outlined herein.

2.05 Modification of Garbage Disposal Agreement. Silver State shall have the exclusive right to perform collection and disposal of solid waste within CLV corporate boundaries an additional fifteen (15) year period following the termination date of the Garbage Disposal Agreement. Paragraph 2 of the Garbage Disposal Agreement, EXHIBIT C shall be, and upon

execution of this Agreement hereby is, modified as follows:

Paragraph 2: This contract shall commence as of the 1st day of February, 1986, and shall be for a period of 30 years, and shall be renewable for a term of five (5) years at the option of the Contractor upon the same terms and conditions described herein, provided the Contractor is not then in breach of this Agreement, and provided the Contractor gives notice of such election to the City in writing at least four months, but not more than nine months, prior to the expiration of this Agreement.

2.06 Clarification of Existing Ordinances. The parties hereto acknowledge that since the adoption of Chapter 9.08 of the CLV Municipal Code in 1946 there has been changes in the garbage collection and disposal industry, including, but not limited to, new concepts and practices regarding recycling, and new products entering the solid waste stream requiring specialized handling. CLV agrees to review these issues within a reasonable time following the execution of this Agreement.

2.07 Wastewater Treatment Facility Sludge. The parties acknowledge that while wastewater treatment sludge is a solid waste currently covered by the Garbage Disposal Agreement, the material may be marketable in the future. Silver State agrees, therefore, that to the extent CLV establishes a viable market for wastewater treatment sludge, and can either sell the material or have the material collected at no cost to CLV, the material will not be solid waste covered under the Garbage Disposal Agreement.

2.08 Attorney's Fees. If any action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its expenses related to such action, including without limitation, its reasonable attorney's fees.

2.09 Acknowledgments. The parties mutually understand, agree, and warrant: (i) that RSSD denies the legal liability and damages alleged in the RCRA Order and CWA Order and that execution of this Agreement is not to be construed as an admission of liability on the part of any party to this Agreement; (ii) that no promise or inducement has been offered except as herein set forth; (iii) that this Agreement is made in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Agreement and to accept full responsibility therefore.

2.10 Integration. This Agreement represents the full and complete integration of the agreement between the parties and is the complete expression thereof. This Agreement may not be amended or modified except in writing and signed by each of the parties. All other agreements, negotiations, and representations between the parties pertaining to the subject matter of this Agreement, and to the extent not expressly set forth herein, are void and of no force or effect whatsoever provided, however, that this Agreement shall not modify the terms of or affect the force or validity of the Garbage Disposal Agreement except as expressly set forth herein.

2.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

2.12 Counterparts. This Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

2.13 Severability. If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, in the event the extension of the Garbage Disposal Agreement as contemplated herein is unenforceable, deemed illegal, or unconstitutional for any reason, this Agreement shall be null and void, and of no force or effect whatsoever.

2.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be. No change in the ownership or corporate, partnership or other legal status of RSSD and/or Republic DUMPCO shall in any way alter RSSD's and Republic DUMPCO's obligations and responsibilities under this Agreement. No assignment of any responsibilities under this Agreement may be made by RSSD and/or Republic DUMPCO without the express written consent of the CLV. Consent shall not be unreasonably withheld. CLV shall have the right to require any reasonable condition on any proposed assignment to effectuate the purposes of this Agreement, including a requirement that RSSD and/or Republic DUMPCO remain responsible for the Sunrise Landfill in addition to a proposed assignee. CLV shall have the right to determine whether any prospective assignee has the financial and technical expertise to perform as required by this Agreement. "Assignment" includes any change in ownership involving 50% or more of the outstanding shares of RSSD, Republic DUMPCO, or any of their parent corporations or wholly-owned subsidiaries.

2.15 Guaranty By Parent Corporation. RSSD and Republic DUMPCO are wholly owned subsidiaries of Republic, a publicly traded company listed on the New York Stock Exchange. Each and every obligation of RSSD and Republic DUMPCO under this Agreement, including without limitation the obligation to comply with the EPA Orders for Sunrise Landfill, including any required closure and post-closure care and monitoring, is guaranteed by Republic, who stands as guarantor

...
...
...

under this Agreement. In the event that RSSD and/or Republic DUMPCO are unable or unwilling to comply with the terms and conditions of this Agreement for any reason, then Republic shall be responsible for compliance with all terms and conditions of this Agreement in place and instead of RSSD and/or Republic DUMPCO. The written Guaranty of Republic is attached as EXHIBIT D and incorporated by reference as though fully set forth herein.

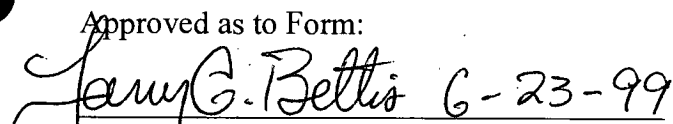
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

 6-23-99
LARRY G. BETTIS, Deputy City Attorney

REPUBLIC DUMPCO, INC.

By 
STEPHEN KALISH, Vice President

REPUBLIC SILVER STATE DISPOSAL,
INC.

By 
STEPHEN KALISH, Vice President



EXHIBIT A
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901

RECEIVED APR 30 1999

April 26, 1999

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Clark County Public Works Department
Martin J. Manning, Director
500 S. Grand Central Parkway
Las Vegas, NV 89155-4000

Certified Mail No. Z 246 515 517

Republic Disposal Urban Maintenance
Processing Company, Inc.
Harris W. Hudson, President
110 S.E. 6th St., 28th Floor
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 518

Republic Silver State Disposal, Inc.
James H. Cosman, President
110 S.E. 6th St., 28th floor
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 519

Republic Industries, Inc.
H.W. Huizenga, President
516 Mola Avenue
Ft. Lauderdale, FL 33301

Certified Mail No. Z 246 515 520

SSDS Liquidating Corporation
Joseph L. Anstett, President
66 Innisbrook Avenue
Las Vegas, NV 89113

Certified Mail No. Z 246 515 521

Re: Sunrise Mountain Landfill
Order RCRA 7003-09-99-0005

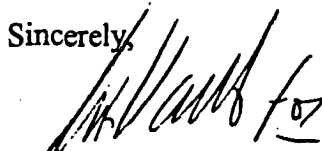
Dear Addressees:

The United States Environmental Protection Agency ("EPA") hereby issues the enclosed Administrative Order RCRA 7003-09-99-0005, pursuant to Section 7003 of the Resource conservation and Recovery Act ("RCRA"), 42 USC Section 6973, to prevent and/or mitigate the imminent and substantial endangerment to human health or the environment posed by the Sunrise Mountain Landfill. Inadequate closure and maintenance of the Landfill, compounded by a series of storm events in September 1998 present and/or may continue to present an imminent and substantial endangerment to health or the environment. Work required under the Order includes implementation of a stormwater control plan, repair and redesign of run-on/run-off control systems, installation of a final cover to minimize infiltration and erosion, implementation of methane and groundwater monitoring programs, and maintenance at the Site.

EPA's concerns at the landfill include the impact of pollutants discharged from the Landfill into the Las Vegas Wash and potentially Lake Mead, the risk of an explosive hazard due to methane and hydrogen sulfide gases, and the potential impacts of contaminated leachate to the groundwater. A comprehensive solution is required to address these environmental concerns. The order requires respondents to implement measures as soon as possible to prevent future discharges from the Landfill. This Order is effective ten (10) days after it is signed by EPA and is being issued simultaneously with a Findings of Violation and Order for Compliance, pursuant to Sections 308 and 309 of the Clean Water Act, 33 USC §§ 1318 and 1319 (Docket No. CWA-309-9-99-14). EPA has and will continue to coordinate these enforcement actions.

If you have any questions regarding the technical requirements of the Order, please contact Susanna Trujillo, Environmental Protection Specialist, at (415) 744-2099. For any legal questions, please contact Allyn Stern, Senior Counsel, at (415) 744-1372. The Order provides for an opportunity to confer with EPA prior to implementation of the required actions. If you would like to take this opportunity to meet with EPA, please contact Ms. Stern or Ms. Trujillo.

Sincerely,



Julie Anderson, Director
Waste Management Division

Enclosure: RCRA 7003-09-99-0005

cc: A. Biaggi, NDEP
R. Holmes, Clark County
J. Schlegal, Clark County Comprehensive Planning
M. Dwyer, BLM
A. Gaddy, Republic Silver State Disposal
G. Walsh, James Driggs, Walch, Santoro & Thompson
C. Schmutz, Clark County Health District

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the matter of:	)	
	)	
REPUBLIC DISPOSAL URBAN	)	U.S. EPA Docket No.
MAINTENANCE PROCESSING CO.,	)	7003-09-99-0005
INC, REPUBLIC SILVER STATE	)	
DISPOSAL, INC., REPUBLIC	)	
INDUSTRIES, INC., SSDS	)	ADMINISTRATIVE ORDER
LIQUIDATING CORPORATION, and	)	
CLARK COUNTY PUBLIC WORKS	)	Proceeding Under §7003 of the Resource
DEPARTMENT	)	Conservation and Recovery Act, as Amended,
	)	42 U.S.C. §6973
Respondents	)	
	)	
	)	
	)	
	)	

I. JURISDICTION AND PROCEDURE

1. The United States Environmental Protection Agency ("EPA") issues this Administrative Order to the following Respondents: Republic Disposal Urban Maintenance Processing, Co., Inc. ("Republic DUMPCO"), Republic Silver State Disposal, Inc. ("RSSD"), Republic Industries, Inc. ("RII"), SSDS Liquidating Corporation, and Clark County Public Works Department ("CCPW"). This Order is issued pursuant to the authority vested in the Administrator of EPA by Section 7003 of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 et seq. (the "Act"), which authority has been duly delegated to the Regional Administrator of EPA, Region IX and re-delegated to the Director of the Waste Management Division ("Director"). Notice of this Order has been provided to the State of Nevada, Nevada Division of Environmental Protection ("NDEP"), as may be required by Section 7003(a) of the Act, 42 U.S.C. §6973(a).

2. Concurrently with this Administrative Order, EPA issues a Finding of Violation and Order for Compliance pursuant to Section 309(a) of the Clean Water Act, 33 U.S.C. §1319(a) to Respondents CCPW, Republic DUMCO, RSSD, and RII for violations of National Pollutant Discharge Elimination System ("NPDES") General Permit No. GNV002233, and violations of Section 301(a) of the Clean Water Act, 33 U.S.C. §1311(a).

II. PARTIES BOUND

1. This Order shall apply to and be binding upon the Respondents identified in paragraph I.1. and their directors, officers, employees, agents, successors and assigns and upon all other persons and entities who are under the direct or indirect control of Respondents (including, but not limited to, any contractors or independent agents or consultants acting under or for Respondents) until such time as the Work to be performed under Section VI. has been completed. At such time as those matters referred to above and all actions required under this Order are concluded, this Order shall terminate.
2. No change in the ownership or corporate, partnership or legal status of Respondents or of the Sunrise Mountain Landfill Site (also referred to herein as "Site") or any portion of the Site will in any way alter Respondents' obligations and responsibilities under this Order.
3. Respondents shall provide a copy of this Order and all other documents approved under or pursuant to this Order which are necessary to conduct the Work to each contractor, sub-contractor, laboratory, or consultant retained to perform any Work under this Order, within five (5) days after the Effective Date of this Order or on the date such services are retained, whichever date occurs later. Respondents shall also provide a copy of this Order to each person representing the Respondents with respect to the Site or the Work and shall condition all contracts and subcontracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. Notwithstanding the terms of any contract, Respondents are responsible for compliance with this Order and for ensuring that its contractors, sub-contractors and agents comply with this Order, and perform all Work in accordance with this Order.
4. At all times after service of this Order, Respondents shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondents' assets, property rights or stock are transferred to the prospective owner or successor. The Respondents shall notify EPA no later than seven (7) days prior to such transfer.

III. FINDINGS OF FACT

1. The Sunrise Mountain Landfill Site is a municipal landfill, located in Clark County, Nevada three miles from the city limits of Las Vegas. This Site accepted waste from at least the early 1960's until October 1993. The nearest residences are located one mile from the western facility boundary and Las Vegas High School is one and one quarter miles northwest of the Site. The landfill has a total design capacity of 61 million cubic yards. The landfill is unlined, with an estimated 47 million cubic yards (approximately 25 million tons) of waste in place, including municipal solid waste, medical waste, sewage sludge, hydrocarbon-contaminated soils, asbestos, and construction and demolition waste. The Sunrise Mountain Landfill Site is located approximately two miles up-gradient from Las Vegas Wash which discharges directly into Lake Mead. Lake Mead is the primary drinking water source for southern Nevada, including the Las Vegas Metro Area, as well as the Phoenix Metro Area and southern California.

2. The Sunrise Mountain Landfill Site is located on property owned by the Bureau of Land Management ("BLM"). On May 21, 1962, CCPW leased 320 acres from BLM with an additional 400 acres leased by CCPW on May 21, 1985. The areas comprising the Site are illustrated on the attached map (Attachment A) and include the 720 acres leased by CCPW as well as other areas where solid waste has been disposed, including the Northeast Canyon Area, the Eastern Perimeter Area, the Southern Wash Area, and the Western Burn Pit Area (See Attachment A).

3. Respondent SSDS Liquidating and Republic Industries, Inc. are each the successor to Disposal Urban Maintenance Processing Corporation, Inc. ("DUMPCO"), which operated the Site through an agreement with Respondent CCPW from February 1975 through August 1997. In April 1994, DUMPCO and CCPW entered into an agreement with BLM to close the landfill in accordance with a Closure Plan that accompanied the agreement. The Closure Plan specified that closure would be in accordance with applicable law and in compliance with the terms of the lease. The Closure Plan required placement of a landfill final cover, controls for erosion and surface water run-off, and maintenance/monitoring during the post-closure period, including methane gas and groundwater sampling.

4. On August 5, 1997, DUMPCO assigned its obligations under this agreement to Respondent Republic DUMPCO. EPA and BLM have observed employees of both Republic DUMPCO and RSSD conducting closure and maintenance activities at the Site.

5. In August 1995, BLM inspected the Site and observed uncovered medical waste in the vicinity of a failed drainage structure. In a letter dated September 5, 1995, BLM identified serious concerns with surface water structures and the thickness of the final cover even after some corrective measures were taken by Respondent CCPW.

6. On November 13, 1997, Dynamac Corporation, under contract with BLM, issued an independent review of the Site closure in a document titled *Sunrise Mountain Landfill Final Cover Evaluation*. The Dynamac report identified serious inadequacies for the surface water run-off, landfill cover, gas emissions, gas monitoring, groundwater monitoring, and leachate collection at the Site. The report concluded (1) the drainage system is inadequate to control surface water run-off; (2) the landfill cover does not meet the requirements of 40 C.F.R. Part 258 and does not minimize erosion or the infiltration of liquids and leachate generation; (3) methane gas in one area exceeds the lower explosive limit; and (4) gas and groundwater monitoring are insufficient.

7. The *Sunrise Mountain Landfill Final Cover Evaluation* evaluated the landfill cover on both the 180 acres covered under the closure plan as well as the remaining acreage. The report states that the cover thickness is inadequate and the hydraulic conductivity exceeds the maximum allowable limit necessary in all areas. Excessive cracking and substantial erosion of the cover are also documented. The report concluded that the existing landfill cover should be considered no more than an intermediate cap that must be substantiated with a final cover. The Report also noted that significant surface water infiltration is occurring and that groundwater monitoring is required to detect contaminant migration through leachate at the Landfill.

8. On March 18, 1998, BLM issued a report entitled *Reconnaissance Investigation of the Sunrise Landfill*. The report describes uncovered waste observed in three lagoon areas and in various cracks, vents and gullies on the landfill surface as well as the presence of Hydrogen Sulfide (H_2S) exceeding 2000 ppm in some soil gas samples. Hydrogen Sulfide is a colorless, flammable, poisonous gas with the characteristic odor of rotten eggs. The Immediately Dangerous to Life and Health (IDLH) limits (NIOSH 1997) for Hydrogen Sulfide are 100 ppm over a period of 30 minutes and 800 ppm is instantaneously fatal. At lower levels, Hydrogen Sulfide can irritate the eyes, throat and respiratory tract producing cough, headache, nausea and vomiting. Prolonged exposures can produce life-threatening pulmonary edema (fluid flooding of the lungs).

9. During August 1998, Clark County sampling of Hydrogen Sulfide shows levels of up to 540 ppm in ambient air. This level is well above the 25 ppm Permissible Exposure Limit "PEL." After one or two breaths of exposure in the 150 ppm range, olfactory fatigue can set in and the odor warning property of H_2S is lost.

10. On September 11, 1998, several large rain events resulted in the washout of portions of the Site and the discharge of solid waste into tributaries that feed into the Las Vegas Wash.

11. On September 12, 1998, the Nevada Department of Environmental Protection ("NDEP") observed significant erosion in a number of areas at the Site and severe damage to the major drainage channel. The waste cell containing construction and demolition debris, including some asbestos-containing material, was cut open. NDEP found that many drainage structures were either eroded or filled with sediment.

12. On November 19 and 20, 1998, EPA conducted an inspection of the Landfill. EPA coordinated the inspection with NDEP and the Clark County Health District. Visual observations of the Site indicated that the September 1998 storm event severely compromised the integrity of the landfill cover and the stormwater run-on/run-off system. EPA inspectors observed exposed trash, including tires, debris, and metal protrusions throughout the Site, in the area directly over the edge of a drainage channel that leads into the Las Vegas Wash, and for approximately one-half mile into the tributary. Facility representatives stated that a combination of garbage and gravel in the tributary area represented typical conditions for approximately two miles, the length of the tributary to the Las Vegas Wash. In addition, EPA observed exposed medical waste and syringes in the southern portion of the Site. In this same area, prominent gullies that flow towards the Las Vegas Wash also contained significant amounts of trash. Items resembling medical waste (small plastic cylinders, tubing, and rectangular plastic receptacles) were observed in the gullies beyond the southern perimeter of the landfill. A strong rotten egg smell was present, indicating presence of Hydrogen Sulfide (H_2S).

13. During the November 1998 inspection, EPA representatives also conducted an evaluation of an open dump in the northeast canyon area (See Attachment A). EPA representatives observed evidence of significant ponding, municipal garbage, and exposed, uncontrolled sewage sludge. EPA inspectors observed a substantial quantity of uncovered trash and debris, including 55-

gallon drums embedded in the sediment. EPA observed that trash from this area flowed into the main diversion channel to the Las Vegas Wash after the September 1998 storm event.

14. On September 18, 1998, Desert Research Institute ("DRI") inspected the Site and observed two groundwater discharge seeps in addition to springs at the Site. Samples collected from the spring closest to the Site contained elevated levels of nitrates and selenium exceeding the maximum concentration limit (MCL). DRI also observed inadequacies in landfill cover construction and the management of stormwater discharges. Elevated nitrates in the springs may be indicators of landfill leachate discharging to the surface. DRI stated that the seeps and springs indicate infiltration into the landfill.

15. An EPA review of documents identified at least five storm events since 1995 which resulted in problems similar to those caused by the September 1998 storm event. Other rainfall events have caused discharge of solid waste from the Site on, but not limited to, the following dates: May and June 1995, July 1996, November 1996, February through April 1997, September and October 1997, and July 1998. Erosion, debris and ponding resulted from rain events during May and June 1995. Photographs dated June 7, 1995, depict exposed medical waste, solid waste exposed by erosion, massive failure of the surface water control system, damage to the berm around the major culvert, waste adhering to native vegetation in the major drainage ditch approximately 400 yards from a cell, and erosion throughout the Site and on the slope of the asbestos cell. Release of debris also resulted from storm events in July 1996. Erosion was increased as a result of rain events in November 1996. Erosion, rilling and ponding were caused by rain events from February through April 1997. Erosion, fissures, settlement of the landfill cover areas and exposure of wastes resulted from rain events in September and October 1997. Erosion and exposure of asbestos resulted from rain events in June and July 1998.

16. The Las Vegas Wash is the surface water outlet for the Las Vegas Metropolitan area, one of the fastest growing urban areas in the United States. The Wash transports stormwater run-off, shallow groundwater discharge, and tertiary treated sewage effluent from the Las Vegas area to Las Vegas Bay, into Lake Mead, and in turn, to the Colorado River. The Las Vegas Wash contains a variety of aquatic species, including crayfish, carp, bass, and blue fish. The razor back sucker, southwestern fly catcher and the Yuma clapper rail, all listed as endangered pursuant to the Endangered Species Act of 1973, are found at the Wash.

17. Solid waste in surface water is harmful because it may lead to an increase in nitrate nitrogen, a decrease in dissolved oxygen, and increased levels of potentially harmful microorganisms, such as coliform bacteria and other pathogens. High concentrations of nitrate can contribute to excessive growth of aquatic plants, depletion of oxygen, fishkills, and general degradation of aquatic habitats. Sufficient dissolved oxygen is critical to aquatic biota. Solid waste may contain infectious wastes, typically animal or human fecal waste (coliform bacteria, protozoa, and other pathogens) and bloodborn pathogens from medical wastes (viruses, bacteria, fungus, yeast). Solid waste discharged into Las Vegas Wash may impact aquatic and avian species and may carry infectious and bloodborn pathogens into Lake Mead.

18. Methane is one of the major constituents of landfill decomposition gas. Methane gas may pose a serious explosive hazard. Landfill gas not properly vented may result in groundwater contamination.

19. The Closure Plan identifies the presence of the desert tortoise at the Site. The desert tortoise (*Gopherus agassizii*) in the Mojave desert (north and west of the Colorado River) was Federally listed under emergency provisions of the Endangered Species Act of 1973 as endangered on August 4, 1989 and permanently listed as a threatened species on April 2, 1990. The desert tortoise was listed because of direct losses and threats to tortoise populations. Exposed solid waste may adversely impact the desert tortoise. Tortoises often consume foreign objects, including garbage, while foraging. These objects can cause internal obstructions if consumed. Exposure to Hydrogen Sulfide can lead to respiratory decline. Habitat destruction due to soil erosion is also of concern at the Site.

20. At several locations at the Site, the Las Vegas Bearpoppy (*Arctomecon Californica*) was observed. The Las Vegas Bearpoppy is subject to management as a "special status plant" by the Bureau of Land Management Las Vegas Field Office. As a "special status plant," BLM determined that the plant was at risk and required special management to prevent future listing pursuant to the Endangered Species Act of 1973, 16 U.S.C §§1531, et seq. Exposed solid waste adversely impacts Bearpoppy habitat. Gravel observed in the gullies after the September 1998 storm event compromised the composition of geologic native soils that form the prime geologic habitat for the Bearpoppy.

21. To restrict access, CCPW posted signs around the Site at points of entry and BLM published a notice in the *Federal Register*. However, EPA's observations at the Site show evidence of trespassers on foot and in motorized vehicles. Construction workers are also present at the Site.

22. On October 5, 1998, NDEP issued a Finding of Violation and Order to CCPW and Republic Silver State Disposal to evaluate the adequacy of the stormwater diversion system at the Site, including recommendations for improving or modifying the design. In letters dated January 28, 1999 and March 24, 1999, NDEP determined that plans submitted by Republic Silver State Disposal were incomplete and inadequate.

23. On October 6, 1998, Clark County Health District issued a Corrective Action Order to CCPW and Republic DUMPCO, as well as to BLM requiring these parties to review erosion/run-off control structures, document the proper disposal of wastes removed from existing cells, from off Site dry washes, and the Las Vegas Wash, and submit plans for changes to the erosion/run-off structures and the landfill cells. On November 6, 1998, Republic DUMPCO submitted a plan for a stormwater design system. On November 25, 1998, Clark County Health District found the submission insufficient. The Clark County Health District has not yet provided a response, and work pursuant to this Corrective Action Order has not begun.

24. On October 16, 1998, NDEP issued a Finding of Violation and Order to CCPW and Republic Silver State Disposal to install and sample groundwater monitoring wells at the Site. NDEP stated that previous proposals by these parties to install and sample monitoring wells have

been "completely unacceptable." On November 5, 1998, Republic Silver State Disposal filed an appeal from the Order with the Nevada Environmental Commission. On December 2, 1998, Republic Silver State Disposal submitted a groundwater monitoring plan which they agreed to implement only under certain conditions. CCPW submitted a groundwater monitoring plan which, on March 11, 1999, NDEP determined was adequate only to provide baseline monitoring.

IV. CONCLUSIONS OF LAW AND DETERMINATION

Based on the Findings of Fact set forth above, EPA has concluded and determined that:

1. Respondent Clark County Public Works Department ("CCPW") is a political subdivision of the State of Nevada that has leased 720 acres at the Site from 1962 through the present and is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
2. Respondent SSDS Liquidating Corporation is organized under the laws of the State of Nevada and through its predecessor corporation, Disposal Urban Maintenance Processing Corporation, Inc. (DUMPCO), operated at the Site from 1975 through at least August 1997. SSDS Liquidating Corporation is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
3. Respondent Republic Industries, Inc. ("RII") is organized under the laws of the State of Delaware and through its predecessor corporation, Disposal Urban Maintenance Processing Corporation, Inc. (DUMPCO), operated at the Site from 1975 through at least August 1997. Republic Industries, Inc. is a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
4. Respondent Republic Disposal Urban Maintenance Processing Company, Inc. ("Republic DUMPCO"), and Respondent Republic Silver State Disposal, Inc. ("RSSD"), are each a corporation organized under the laws of the State of Nevada and are or were wholly-owned subsidiaries of Respondent RII. Republic DUMPCO and RSSD have been operating the Site from August 1997 through the present and are each a "person" as defined in Section 1004(15) of the Act, 42 U.S.C. §6903(15).
5. The trash, debris, containers, asbestos, sewage sludge, and other substances described in Section III., above are "solid wastes" as defined by Section 1004 of RCRA, 42 U.S.C. § 6903, which may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. § 6973.
6. Respondents' failure to adequately close and maintain the Site to minimize soil erosion, leachate to groundwater, explosive hazard from landfill gases, and run-on and run-off of stormwater presents or may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. §6973.
7. The past or present handling, storage, treatment, transportation or disposal "solid wastes" as defined by Section 1004 of RCRA, 42 U.S.C. §6903 by Respondents, as described in Section III.

above may present an imminent and substantial endangerment to health or the environment under Section 7003 of RCRA, 42 U.S.C. §6973.

8. Respondents are liable under Section 7003 of RCRA, 42 U.S.C. §6973, because they have contributed and/or are contributing to the handling, storage, treatment, transportation or disposal of solid waste and/or hazardous waste at the Site.

9. Respondents are liable under Section 7003 of RCRA, 42 U.S.C. § 6973, to take all necessary corrective action with respect to the Sunrise Landfill, in order to abate such imminent and substantial endangerment.

10. Based on the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW, on the administrative record, and upon evidence and information that the past or present handling, storage, treatment, transportation or disposal of solid waste by Respondents at the Site may present an imminent and substantial endangerment to health or the environment, the Director has determined that issuance of this Order is necessary to protect public health and the environment.

ORDER

Based on the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW, the administrative record, and the foregoing determination, it is hereby ORDERED that:

Respondents shall fully cooperate with EPA and its authorized representatives in carrying out the provisions of this Order, including the taking of all actions set forth below within the time periods and in the manner prescribed, as required by this Order.

V. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Order which are defined in 42 U.S.C. §§6903 and 40 C.F.R. §258.2, shall have the meaning assigned to them in the statute or implementing regulations.

2. "Site" shall mean the Sunrise Mountain Landfill, as identified in Attachment A, including the 720 acres leased by CCPW as well as other areas where solid waste has been disposed, including the Northeast Canyon Area, the Eastern Perimeter Area, the Southern Wash Area, and the Western Burn Pit Area (See Attachment A) .

3. "Work" shall mean those requirements set forth in Section VI. herein (Work to Be Performed).

VI. WORK TO BE PERFORMED

1. Respondents are ordered to perform the Work and make submittals and certifications as set forth below within the time schedules specified. All days specified below are consecutive

calendar days from the Effective Date of this Order. Due dates falling on a Saturday, Sunday, or federal holiday will be automatically extended to the next business day.

2. The Respondents shall submit a monthly progress report ("Progress Report") by the fifteenth (15th) day following the end of the first full calendar month after the Effective Date of this Order, and by the fifteenth (15th) day of every month thereafter, as provided in Section VII.

3. For all Work, Respondents shall evaluate potential impacts to Threatened and Endangered Species or Critical Habitat, as those terms are defined by the Endangered Species Act of 1973, 16 U.S.C. §§1531, et seq. Respondents shall detail mitigation measures for any potential impacts to Threatened and Endangered Species within plans and work plans.

4. For all Work, Respondents may use as guidance the Criteria for Municipal Solid Waste Landfills in 40 C.F.R. 258 and the EPA "*Solid Waste Disposal Facility Criteria: Technical Manual*" (Office of Solid Waste number 530-R-93-017, NTIS number PB94-100 450).

5. All contractors, transporters and treatment, storage, disposal or recycling facilities used or proposed for use during this action are subject to EPA approval.

6. Any noncompliance with the Work to Be Performed or the schedules set forth within this section shall be considered a violation of this Order.

A. RUN-ON/RUN-OFF CONTROLS

To abate the imminent and substantial endangerment presented by inadequate run-on/run-off controls at the Site, Respondents shall complete the requirements set forth in Paragraphs 19-23 of the Findings of Violation and Order for Compliance pursuant to Section 309(a) of the Clean Water Act, EPA Docket No. CWA-309-9-99-14, issued by EPA concurrently with this Order. Those requirements are incorporated by reference herein. EPA approval of Work pursuant to the Clean Water Act Findings of Violation and Order shall be deemed in compliance with these requirements.

B. FACILITY ASSESSMENT AND CORRECTIVE MEASURES

1. Within 30 days after the effective date of this Order, Respondents shall prepare a Landfill Assessment Work Plan for approval by EPA. The plan shall address all areas identified in Attachment A, including the Northeast Canyon Area, Eastern Perimeter Area, and Western Burn Pits Area and include, at a minimum, the following:

- a. Identify the location and acreage of disturbance or waste disposal.
- b. Assessment of the total volume by type of waste disposed in all areas.
- c. Evaluation of the existing final cover over all areas, which at minimum:
 - i. assesses cover thickness, suitability of cover material to minimize infiltration, wind erosion and water erosion designed to prevent further washout of waste or exposure of waste to the surface;

- ii. assesses slope stability;
- iii. details areas with erosion impacts, such as erosion gullies, waste washout and storm damage; and
- iv. details areas with exposed waste imbedded in the cover.
- d. Assessment of landfill gas levels and constituents.
- e. Assessment of impacts to groundwater, and run-off impacts to groundwater and surface water.
- f. Detailed description of the sampling and analytical methods to be used.
- g. Detailed schedule of work to be performed.
- h. Thorough characterization of the hydrogeologic setting for use in developing a Groundwater Monitoring and Corrective Action Program detailed in item 3. c. below. Submit this characterization as part of the hydrologic and hydrogeologic report required by Paragraph 19 of CWA Docket No. CWA-309-9-99-14.

2. Within seven (7) days after Landfill Assessment Work Plan approval, Respondents shall initiate activities described in that Work Plan. The Landfill Assessment Work Plan shall require the completion of all activities and submittal of a Landfill Assessment Report to EPA for approval, within forty-five (45) days of Work Plan approval. The Landfill Assessment Report shall describe the results of the activities conducted pursuant to the Landfill Assessment Work Plan.

3. Within 60 days after approval of the Landfill Assessment Report, Respondent shall prepare a Landfill Corrective Measures Plan for approval by EPA. The Landfill Corrective Measures Plan shall include a Final Cover Corrective Measures Plan, a Gas Monitoring and Corrective Action Program, a Groundwater Monitoring and Corrective Action Program. The Corrective Measures Plan may consider use of an alternative final cover where appropriate and may consider clean closure and consolidation of waste areas. The Plan shall consider final Site use and installation of a gas collection system. Respondents shall coordinate the Landfill Corrective Measures Plan with the run-on/run-off controls required by Section VI. A. above. At a minimum, the Landfill Corrective Measures Plan shall include the following:

- a. Final Cover Corrective Measures Plan for the landfill, in which the extent includes all units containing waste and include the following:
 - i. description of the final cover, designed to minimize infiltration and wind and water erosion and to prevent further washout of waste or exposure of waste to the surface;
 - ii. an estimate of the largest area of the MSWLF unit requiring installation of a final cover;
 - iii. the methods and procedures to be used to install final cover.
- b. A Gas Monitoring and Corrective Action Program designed to routinely ensure that:
 - i. the concentration of methane gas does not exceed 25 percent of the lower explosive limit for methane in facility structures;
 - ii. the concentration of methane gas does not exceed the lower explosive limit for methane at the facility property boundary;

- iii. the emission of toxic gases does not exceed risk-based levels;
 - iv. corrective action measures are implemented whenever landfill gas levels are detected in excess of the limits identified in VI.B.3.b.i-iii herein; and
 - v. gas monitoring results are submitted quarterly.
- c. A Groundwater Monitoring and Corrective Action Program designed to detect and measure groundwater contamination from the Landfill and to provide corrective action measures to remediate detected contamination. The program shall include:
- i. a groundwater monitoring system which consists of a sufficient number of wells, installed at appropriate locations and depths, to yield groundwater samples from the uppermost aquifer that:
 - (1) represent the quality of background groundwater that has not been affected by leakage from a unit,
 - (2) represent the quality of groundwater passing relevant downgradient points as determined by Site-specific technical information,
 - (3) determine the number, spacing, and depths of monitoring systems based upon Site-specific technical information.
 - ii. Groundwater sampling and analysis procedures designed to ensure monitoring results which provide an accurate representation of groundwater quality at the background and downgradient wells;
 - iii. a detection monitoring program which at minimum includes monitoring for the constituents listed in Appendix I of 40 C.F.R. 258;
 - iv. an assessment monitoring program for use whenever a statistically significant increase over background has been detected for one or more listed constituents;
 - v. procedures to assess corrective measures for remediating groundwater contamination. Assessment shall include an analysis of the effectiveness of potential corrective measures and procedure for selection of remedies, including a schedule(s) for initiating and completing remedial activities.
 - vi. Procedures to initiate and complete selected corrective measures.
 - vii. Procedures to submit groundwater monitoring results, procedures for reporting on any detection of groundwater contamination and assessment of groundwater contamination, and procedures for reporting on the status of corrective measures for remediating any groundwater contamination.
- d. A detailed schedule for completing the requirements of the Landfill Corrective Measures Plan.
4. Within seven (7) days after Landfill Corrective Measures Plan approval, Respondents shall initiate activities described in that Plan.
5. Within thirty (30) days following completion of the Landfill Corrective Measures Plan, Respondents shall submit to EPA a certification, signed by an independent Registered Professional Engineer, verifying that closure has been completed in accordance with the Landfill Corrective Measures Plan.

6. Within fifteen (15) days of submitting certification to EPA, Respondents shall place the certification in the operating record.

C. LONG TERM OPERATION AND MAINTENANCE REQUIREMENTS

1. Within sixty (60) days prior to completing the requirements of the Landfill Corrective Measures Plan, Respondents shall submit, for approval by EPA, a Long Term Operation and Maintenance Plan for the Site. The plan shall include, at a minimum:

- a. Maintaining the integrity and effectiveness of the final cover, including, a regular maintenance schedule, making repairs to the cover as necessary to correct the effects of settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover.
- b. Maintaining and monitoring the Storm Water Plan as required by CWA Order # CWA-309-9-99-14 and Section VI. A of this Order.
- c. Maintaining and operating the gas monitoring system as detailed in the approved Gas Monitoring and Corrective Action Program.
- d. Maintaining the groundwater monitoring system and monitoring groundwater as detailed in the approved Groundwater Monitoring and Corrective Action Program. Submit monitoring and reporting in accordance with the requirements of approved Program.

2. Respondents shall perform corrective actions based on gas monitoring or groundwater monitoring results.

3. Groundwater monitoring requirements may be suspended by EPA if Respondents can demonstrate that there is no potential for migration of hazardous constituents from the landfill to the uppermost aquifer (as defined in 40 C.F.R. 258.2) during the post-closure operation and maintenance period. This demonstration must be certified by a qualified groundwater scientist and approved by the EPA, and must be based upon groundwater monitoring results from the approved Groundwater Monitoring and Corrective Action Program

4. Subsequent to EPA approval of the Long Term Operation and Maintenance Plan for the landfill, Respondents shall conduct long-term operation and maintenance in accordance with the approved Plan until EPA determines that post-closure operation and maintenance is no longer necessary to protect human health and the environment.

5. Within fifteen (15) days after approval of the Long Term Operation and Maintenance Plan, Respondents shall place the Plan in the operating record.

6. Within thirty (30) days after completion of the post-closure operation and maintenance period, Respondents shall notify EPA that a certification, signed by an independent Registered Professional Engineer verifying that post-closure operation and maintenance has been completed in accordance with the Landfill Long Term Operation and Maintenance Plan.

7. Within 15 days of submitting certification to EPA, Respondents shall place the certification in the operating record.

VII. NOTICES AND SUBMISSIONS

1. Whenever, under the terms of this Order, written notice is required to be given or a report or other document is required to be submitted to EPA, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the Respondents in writing. All notices and submissions shall be sent by either certified mail, return receipt requested or overnight mail and shall be effective upon receipt, unless otherwise provided herein.

Susanna Trujillo, Project Coordinator
U.S. EPA Region 9
75 Hawthorne Street (WST-7)
San Francisco, CA 94105-3901

2. Respondents shall make two copies for each of the submittals, including Progress Reports, required under Section VI. (Work to Be Performed), within the time periods specified therein to EPA as provided for above, plus copies by regular mail to:

Steve Wall, Technical Coordinator
U.S. EPA Region 9
75 Hawthorne Street (WST-7)
San Francisco, CA 94105-3901

Mike Moran
Bureau of Land Management Las Vegas Field Office
4765 Vegas Drive
Las Vegas, NV 89108

VIII. APPROVALS/DISAPPROVALS

1. After review of any deliverable, plan, report, or other item which is required to be submitted for review and approval pursuant to this Order, EPA may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondents to re-submit the document after incorporating EPA's comments; or (d) disapprove the submission. As used in this Order, the terms "approval by EPA," "EPA approval" or a similar term means the actions described in clauses (a) or (b) of this paragraph.

2. In the event of approval or approval with modifications by EPA, Respondents shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA.

3. Upon receipt of a notice of disapproval or a request for a modification, Respondents shall, within seven (7) days or such longer time as specified by EPA in its notice of disapproval or

request for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval or approval with modifications, Respondents shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

4. If any submission is not approved by EPA after re-submission in accordance with the immediately preceding paragraph, Respondents shall be deemed in violation of the provision of this Order requiring Respondents to submit such plan, report or item.

5. Any deliverables, plans, reports or other item required by this Order to be submitted for EPA review and approval are, upon approval of EPA, incorporated into this Order and enforceable hereunder.

IX. ACCESS TO SITE NOT OWNED BY RESPONDENTS

1. To the extent the Site, any off-Site area that is to be used for access, any property where documents required to be prepared or maintained by this Order are located, or other property subject to or affected by the clean-up, is owned or leased in whole or in part by parties other than those bound by this Order, Respondents will use their best efforts to obtain Site access agreements from the present owner(s) and/or lessees. Such efforts must be made within thirty (30) days of the Effective Date of this Order, if the need for Site access is known as of the Effective Date of the Order, or, if not known as of the Effective Date of this Order, within thirty (30) days of EPA approval of any work plan, report or document pursuant to this Order which requires Work on such property. "Best efforts" as used in this paragraph shall include, at a minimum, but shall not be limited to: (a) certified letter(s) from Respondents to the present owner(s) and/or lessee(s) of the property requesting access agreements to permit Respondents, EPA and their authorized representatives access to such property; and (b) the payment of reasonable compensation in consideration for such access.

2. All Site access agreements entered into pursuant to paragraph 1 of this Section shall provide access for EPA, its contractors and oversight officials, the state and its contractors and Respondents and Respondents' authorized representatives and contractors. Such agreements shall specify that Respondents are not EPA's representative with respect to liability associated with Site activities. Respondents shall save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action or other costs incurred by the United States including but not limited to attorneys fees and other expenses of litigation and settlement arising from or on account of acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. Copies of such agreements shall be provided to EPA prior to Respondents' initiation of field activities.

3. If access agreements are not obtained within the time set forth above, Respondents shall immediately notify EPA, in writing, of the failure to obtain access, specifying the efforts undertaken to obtain access. Subject to the United States' non-reviewable discretion, the U.S.

EPA may elect to use its legal authorities to obtain access as necessary for implementation of response actions taken pursuant to this Order. EPA may also perform those response actions with EPA contractors at the property in question, or may terminate the Order if Respondents cannot obtain access agreements. If EPA performs those tasks or activities with contractors and does not terminate the Order, Respondents shall perform all other activities not requiring access to that property, and shall reimburse EPA to the full extent allowed by law for all response costs incurred in performing such activities. Respondents shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables.

X. ACCESS TO SITE AND DATA/DOCUMENT AVAILABILITY

1. Respondents shall allow the U.S. EPA and its authorized representatives and contractors to enter and freely move about the Site at all reasonable times for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site, related to Respondents and their representatives or contractors pursuant to this Order; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting tests as EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; verifying the data submitted to EPA by Respondents and copying all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Order. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under Federal law.

2. Respondents may assert a business confidentiality claim covering all or part of the information submitted to EPA pursuant to the terms of this Order in the manner prescribed by 40 C.F.R. §2.203(b) to the extent such claim is not inconsistent with any other provisions of law. Any assertion of confidentiality shall be adequately substantiated by the Respondents making the claim when the assertion is made, in accordance with 40 C.F.R. §2.204(e). Information subject to a confidentiality claim shall be disclosed only to the extent and by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such confidentiality claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to the Respondents making the claim. Respondents shall not assert any business confidentiality claim with regard to Site conditions or any physical, sampling, monitoring or analytical data.

3. Respondents shall maintain for the period during which this Order is in effect an index of documents that Respondents claim contain confidential business information. The index shall contain, for each document, the date, author, addressee, and subject of the document. Upon written request from EPA, Respondents shall submit a copy of the index to EPA.

XI. ENDANGERMENT AND EMERGENCY RESPONSE

1. In the event Respondents identify a current or immediate threat to human health and the environment, Respondents shall immediately notify the EPA Project Coordinator (or if not available, the Technical Coordinator) by telephone. If neither of these persons are available,

Respondents shall immediately notify the EPA Region IX Emergency Response Section by calling (415) 744-2000. In addition to notification by telephone, written notification shall be made to EPA within twenty-four (24) hours of first obtaining knowledge of the threat, summarizing the immediacy and magnitude of the current or immediate threat to human health and the environment. Respondents shall take immediate action to prevent, abate, or minimize the threat in consultation with EPA's Project Coordinator and in accordance with all applicable provisions of this Order. Respondents shall thereafter submit for EPA approval a plan to mitigate the threat, as soon as possible but no later than five (5) days after identification of the threat. EPA will approve or modify the plan, and Respondents shall implement the plan as approved or modified by EPA. In the event that Respondents fail to take appropriate response action as required by this Section, and EPA takes that action instead, Respondents shall reimburse EPA for all costs of the response action to the full extent allowed by law.

2. If EPA determines that any action or occurrence during the performance of the Work causes or threatens to cause a release or disposal of hazardous substances, pollutants or contaminants, regulated substances or hazardous or solid wastes which may present an imminent and substantial endangerment to the public health or welfare or the environment, EPA may direct Respondents to undertake any action EPA determines is necessary to abate such disposal or release or threatened release and/or direct Respondents to cease activities Respondents are then undertaking pursuant to this Order for such time as may be needed to abate any such disposal or release or threatened release.

3. Nothing in this Section shall be deemed to limit any authority of the United States to take, direct or order all appropriate action to protect human health and the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, regulated substances or hazardous or solid wastes at or from the Site.

XII. RECORD PRESERVATION

1. Respondents shall upon request provide to the U.S. EPA copies of all documents and information within its possession and/or control or that of its contractors, employees or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

2. Until five (5) years after termination of this Order, Respondents shall preserve and retain all records and documents in its possession or control, including the documents in the possession or control of its contractors, employees or agents on and after the Effective Date of this Order that relate in any manner to the Site, including but not limited to records, documents or other information relating to its potential liability with regard to the Site. At the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90)

calendar days prior to the destruction of any such records or documents, and upon request by the United States, shall deliver any such records or documents to EPA.

3. Until five (5) years after termination of this Order, Respondents shall preserve, and shall instruct its contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the Work. Upon the conclusion of this document retention period, Respondents shall notify the United States at least ninety (90) days prior to the destruction of any such records, documents or information, and, upon request of the United States, shall deliver all such documents, records and information to EPA.

4. Upon submitting documents to EPA, Respondents may assert confidentiality claims pursuant to 40 C.F.R. Part 2. Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to the EPA, the public may be given access to such information without further notice to Respondents.

XIII. PROJECT COORDINATORS

1. Within three (3) days after the Effective Date of this Order, Respondents shall designate a Project Coordinator for the Work for which it is responsible and shall submit the name, address, and telephone number of the Project Coordinator to EPA for review and approval. Respondents' Project Coordinator shall be responsible for overseeing Respondents' implementation of this Order. If Respondents wish to change their Project Coordinator, Respondents shall provide written notice to EPA, five (5) days prior to changing the Project Coordinator, of the name and qualifications of the new Project Coordinator.

2. EPA hereby designates Susanna Trujillo as the EPA Project Coordinator for items listed under Section VI of this Order. EPA has the unreviewable right to change its Project Coordinator. If EPA changes its Project Coordinator, EPA will inform Respondents in writing of the name, address, and telephone number of the new Project Coordinator.

3. The EPA Project Coordinator will be EPA's primary designated representative at the Site. To the maximum extent possible, all communications, whether written or oral, between Respondents and EPA concerning the Work to Be Performed pursuant to this Order shall be directed through the Project Coordinator.

XIV. QUALITY ASSURANCE, SAMPLING, DATA ANALYSIS AND PRIOR NOTICE OF FIELD ACTIVITIES

1. Respondents shall comply with the quality assurance and quality control requirements described in *EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations* (EPA QA/R-5, August 1994). In addition, Respondents shall plan for the collection of environmental samples and conduct all sample collection and analysis activities required under this Order consistent with *Guidance for the Data Quality Objectives Process*, (EPA

QA/G-4, September 1994), *Preparation of a U.S. EPA Region 9 Field Sampling Plan for Private and State-Lead Superfund Projects*, (9QA-06-03, August, 1993) and *Test Methods for Evaluating Solid Waste*, (SW-846, January 1995) and any amendments to these documents. To provide quality assurance and maintain quality control, Respondents shall:

- a. Use only laboratories which have a documented Quality Assurance Program which meets the quality assurance and quality control requirements required by EPA.
- b. Ensure that the laboratories used by Respondents perform analyses according to a method or methods deemed satisfactory to EPA. If methods other than those in SW-846 are proposed for use, Respondents shall submit all proposed protocols accompanied by an appropriate justification and a demonstration of the effectiveness and applicability of the proposed alternative to EPA for approval at least thirty (30) days prior to the commencement of analysis and shall obtain EPA approval prior to the use of such protocols.
- c. Ensure that EPA personnel and EPA's authorized representatives are allowed access to the laboratory and personnel utilized by Respondents for analyses.

2. Respondents shall notify EPA at least three (3) days before engaging in any Work at the Site pursuant to this Order. At the request of EPA, Respondents shall provide or allow EPA or its authorized representatives to draw split or duplicate samples of all samples collected by Respondents with regard to this Site or pursuant to this Order. Nothing in this Order shall limit or otherwise affect EPA's authority to draw samples pursuant to applicable law, including, but not limited to, RCRA and CERCLA.

3. Respondents shall submit to EPA the results of all sampling and/or tests and other data generated by, or on behalf of, Respondents, in accordance with the requirements of this Order, the Attachments appended hereto and made a part hereof and the documents, including work plans, approved under this Order.

XV. DELAY IN PERFORMANCE

1. Any delay in performance of this Order that, in EPA's judgment, is not properly justified by Respondents under the terms of this paragraph shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondents' obligations to fully perform all obligations under the terms and conditions of this Order.

2. Respondents shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone to EPA's Project Coordinator or Technical Coordinator within twenty-four (24) hours after Respondents first know or should have known that a delay might occur. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Within two (2) business days after notifying EPA by telephone, EPA shall be provided with written notification fully describing the nature of the delay, any justification for the delay, any reason why Respondents should not be held strictly

accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effects of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

XVI. RESERVATION OF RIGHTS, NON-WAIVER, COMPLIANCE WITH LAWS AND ENFORCEMENT

1. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights, remedies and defenses, both legal and equitable, including the right to disapprove Work performed by Respondents pursuant to this Order, to perform any portion of the Work required herein and to require that Respondents perform tasks in addition to those required by this Order, including additional Site characterization, feasibility studies and/or response or corrective actions pursuant to RCRA, CERCLA, Clean Water Act, or other applicable legal authority. EPA reserves its right to seek reimbursement from Respondents for such costs incurred by the United States to the full extent allowed by law. This Order shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, civil or criminal, which EPA has under RCRA, CERCLA, Clean Water Act, or any other statutory, regulatory or common law enforcement authority of the United States.
2. EPA further reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, which may pertain to Respondents' failure to comply with any of the requirements of this Order, including without limitation, the assessment of penalties under Section 7003 of RCRA, 42 U.S.C. §6973. Nothing in this Order shall limit or preclude EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, or from requiring Respondents in the future to perform additional activities pursuant to any other applicable law or regulation, and/or from taking additional actions as EPA may deem necessary at the Site where the Respondents are engaged in the handling, storage, treatment, transportation or disposal of any solid waste, including the performance of any portion of the Work or tasks in addition to those required by this Order. EPA reserves its right to seek reimbursement from Respondents for such costs incurred by the United States to the full extent allowed by law.
3. All activities by Respondents pursuant to this Order shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations. Compliance by Respondents with the terms of this Order shall not relieve Respondents of their obligations to comply with RCRA or any other applicable federal, state or local laws and regulations.
4. This Order is not, and shall not be construed as a permit issued pursuant to any federal, state or local statute or regulation. This Order does not relieve Respondents of any obligation to obtain and comply with any federal, state or local permit. Where any portion of the Work requires a federal, state or local permit or approval, Respondents shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

5. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under Section 3007 of RCRA, 42 U.S.C. §6927 and any other applicable statutes or regulations.

6. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, entity or corporation for any liability such person, firm, partnership, entity or corporation may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, regulated substances, pollutants, or contaminants found at, taken to, or taken from the Site.

7. If a court issues an order that invalidates or stays any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XVII. OPPORTUNITY TO CONFER

1. Respondents may, within five (5) days after receipt of this Order, request a conference with EPA to discuss this Order.

2. The purpose and scope of the conference shall be limited to issues involving the implementation of the Work and any other response actions required by this Order and the extent to which Respondents intend to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondents a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to Respondents' request, Respondents may appear in person or by an attorney or other representative.

3. Requests for a conference must be made by telephone ((415) 744-1372) followed by written confirmation mailed that day to Allyn L. Stern, Assistant Regional Counsel, US EPA Office of Regional Counsel (ORC-3), 75 Hawthorne Street, San Francisco, CA 94105-3901.

XVIII. NOTICE OF INTENTION TO COMPLY

1. Respondents shall provide, not later than three (3) days after the Effective Date of this Order, written notice to Allyn L. Stern, Assistant Regional Counsel, at the address set forth above, stating whether it will comply with the terms of this Order. If Respondents do not unequivocally commit to perform the Work required by this Order, Respondents shall be deemed to have violated this Order and to have failed or refused to comply with this Order. The absence of a response by EPA to the notice required by this paragraph shall not be deemed to be acceptance of any assertions that Respondents may make in its respective notice.

XIX. PENALTIES FOR NON-COMPLIANCE

1. Section 7003(b) of RCRA, 42 U.S.C. §6973(b), provides as modified by the Debt Collection Improvement Act of 1996 that any person who willfully violates, or fails or refuses to comply with, any Order of the Administrator under [RCRA §7003(a)] may, in an action brought in the appropriate United States district court to enforce such order, be fined not more than \$5,500 for each day in which such violation occurs or such failure to comply continues.

XX. NO FINAL AGENCY ACTION

1. Notwithstanding any other provision of this Order, no action or decision by EPA pursuant to this Order, including without limitation, decisions of the Regional Administrator, the Director of the Waste Management Division or her successor, or any authorized representative of EPA, shall constitute final agency action giving rise to any rights of judicial review prior to EPA's initiation of a judicial action for violation of this Order, which may include an action for penalties and/or an action to compel Respondents' compliance with the terms and conditions of this Order. In any action brought by EPA to enforce this Order, Respondents shall bear the burden of proving that EPA's action was arbitrary and capricious or not in accordance with law, or this Order.

XXI. EFFECTIVE DATE, TERMINATION, AND COMPUTATION OF TIME

1. This Order shall be effective without further notice ten (10) days after the Order is signed by the Director ("Effective Date"). All times for performance of ordered activities shall be calculated from this Effective Date.

2. Respondents may seek termination of this Order by submitting to EPA a written document which indicates Respondents' compliance with all requirements of this Order and the associated dates of approval correspondence from EPA. The provisions of this Order shall be deemed satisfied upon written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that the requirements of this Order, including any additional tasks determined by EPA to be required pursuant to this Order, but not including record retention, have been satisfactorily completed. Such termination does not affect Respondents' continuing obligation to preserve all records as required in Sections X. ("Site Access/Record Retention") and XII. ("Record Preservation") and does not affect EPA's reservation of rights described in Section XVI. ("Reservation of Rights, non-Waiver, Compliance with Laws and Enforcement"), after all other requirements of the Order are satisfied.

XXII. MODIFICATION AND INTERPRETATION

1. This Order may be amended or modified by EPA. Such amendment shall be in writing and shall have as its effective date that date which is three (3) days after the date the amendment or modification is signed by the Director.

2. The EPA Project Coordinator may agree to changes in the scheduling of Work. Any such changes must be requested in writing by Respondents and be approved in writing by the EPA Project Coordinator.
3. No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules and any other writing submitted by Respondents will be construed as an amendment or modification of this Order.
4. The headings in this Order are for convenience of reference only and shall not affect interpretation of this Order.
5. All plans, reports, or other documents submitted under any section of this Order shall, upon approval by EPA, be incorporated by reference into this Order as if set forth fully herein.

XXIII. NOTICE TO THE STATE

1. Notice of issuance of this Order was given to the State of Nevada pursuant to Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).

XXIV. ADMINISTRATIVE RECORD

1. The administrative record supporting this Order shall be available for public review at US EPA Region 9 Library, 75 Hawthorne Street 13th Floor, San Francisco, California, 94105, telephone (415) 744-1510, from 9 a.m. to 4 p.m. Monday through Friday and at the Bureau of Land Management Las Vegas Field Office, 4765 Vegas Drive, Las Vegas, NV 89108, telephone (702)647-5053 from 9 a.m. to 4 p.m. Monday through Friday.

IT IS SO ORDERED.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
REGION IX**

April 20, 1999

DATE

Julie Anderson

JULIE ANDERSON, Director
Waste Management Division

ATTACHMENT A - MAP

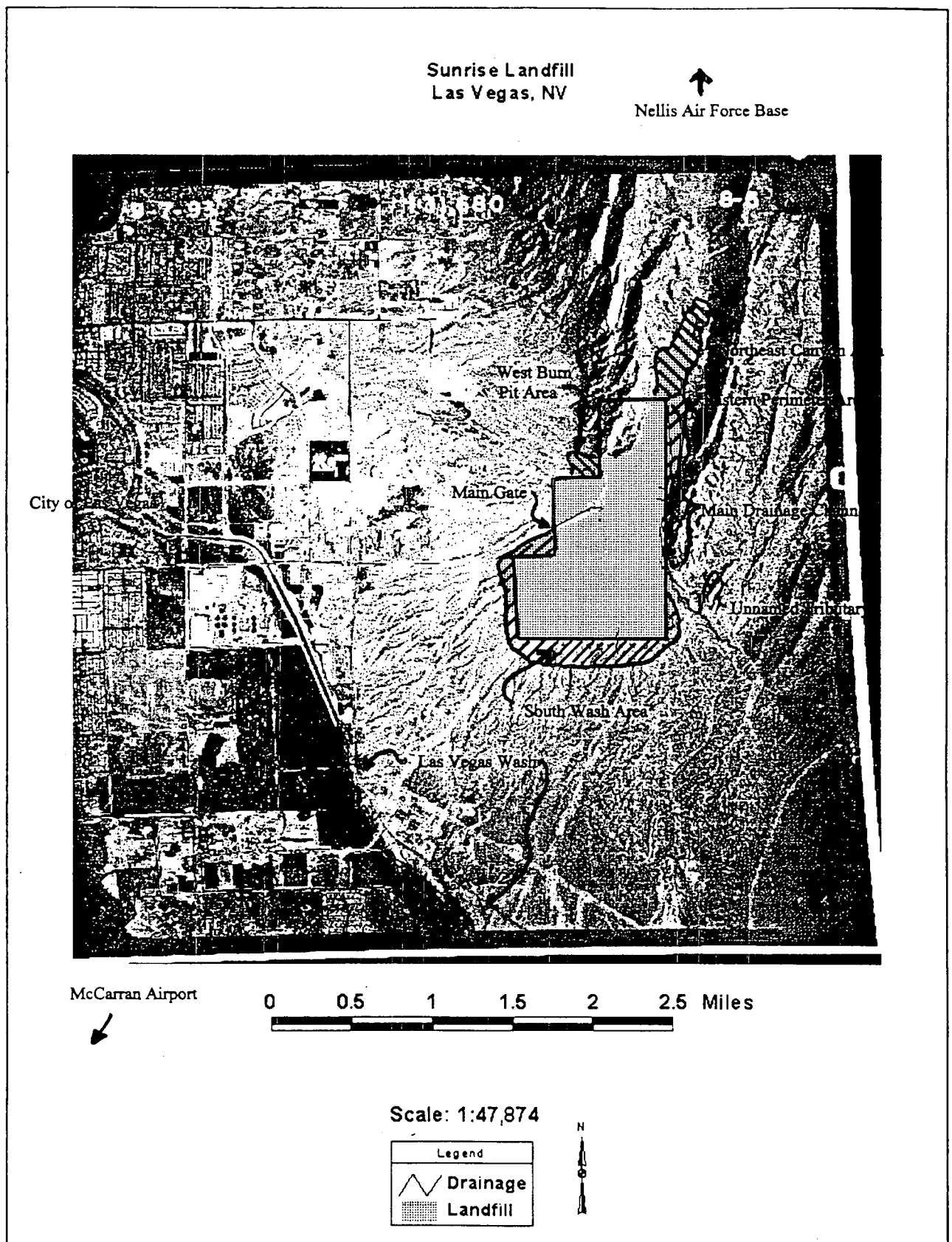


EXHIBIT B



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street

San Francisco, CA 94105-3901

APR 26 1999

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Republic Disposal Urban Maintenance Processing Company, Inc.
Harris W. Hudson, President
110 S.E. 6th St., 28th Floor
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 518

Republic Silver State Disposal, Inc.
James H. Cosman, President
110 S.E. 6th St., 28th floor
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 519

Republic Industries, Inc.
H.W. Huizenga, President
516 Mola Avenue
Ft. Lauderdale, FL 33301

Certified Mail No.
Z 246 515 520

Clark County Public Works Department
Martin J. Manning, Director
500 S. Grand Central Parkway
Las Vegas, NV 89155-4000

Certified Mail No.
Z 246 515 517

Re: Sunrise Mountain Landfill
Findings of Violation and Order for Compliance
Docket No. CWA-309-9-99-14

Dear Addressees:

As you know, in September 1998 a series of storm events resulted in a significant washout and discharge of pollutants from the Sunrise Mountain Landfill ("Landfill") into the Las Vegas Wash near Lake Mead in Nevada. In November 1998, EPA conducted an inspection of the Landfill and noted numerous environmental problems including the absence of, and inadequate storm water controls. In light of the potential impact on waters of the United States and the continuing threat of pollutant discharges, the United States Environmental Protection Agency ("EPA") hereby issues the

enclosed Findings of Violation and Order for Compliance, pursuant to Sections 308 and 309 of the Clean Water Act ("CWA"), 33 U.S.C. §§ 1318 and 1319 ("Administrative Order").

This Administrative Order sets forth violations of the Nevada General Permit for Storm Water Discharges Associated with Industrial Activity (GNV0022233) including the failure to develop and implement a Storm Water Pollution Prevention Plan ("SWPPP"). The Administrative Order then requires certain work to be performed to bring the Landfill into compliance with the permit and the Clean Water Act. Work required includes, inter alia, interim measures to protect the site in the near term, development of an appropriate SWPPP for long-term storm water control, implementation of the SWPPP, and the repair and redesign of storm water run-on and run-off control systems.

Failure to comply with the terms of the enclosed Administrative Order could subject you to a civil action for appropriate relief pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b) and/or civil penalties not to exceed \$27,500 per day for each violation under Section 309(d) of the CWA, 33 U.S.C. § 1319(d). In addition, Section 309(c) of the CWA, 33 U.S.C. § 1319(c), provides criminal penalties for either negligent or knowing violations of the CWA.

EPA is concerned about the potential impact of pollutants discharged from the Landfill into the Las Vegas Wash and potentially Lake Mead. A comprehensive solution is required to address the environmental concerns and therefore this Administrative Order is being issued simultaneously with a Unilateral Administrative Order (Docket No. RCRA 7003-09-99-0005) pursuant to section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973. EPA has and will continue to coordinate these enforcement actions.

The Clean Water Act Administrative Order is effective upon signature. If you have any questions regarding the technical requirements of this Administrative Order, please contact David W. Basinger of my staff at (415) 744-1973. For any legal questions, please contact Laurie Kermish, Assistant Regional Counsel at (415) 744-1344.

Sincerely,

Karina Tom Bos

for
Alexis Strauss
Acting Director
Water Division

Enc.

cc: A. Biaggi, NDEP
J. Williams, NDEP
R. Holmes, Clark County

J. Schlegal, Clark County Comprehensive Planning
M. Dwyer, BLM
A. Gaddy, Republic DUMPCo
G. Walsh, Republic

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9**

IN THE MATTER OF:

Republic Disposal Urban Maintenance	)	Docket No. CWA-309-9-99-14
Processing Co., Inc., Republic Silver State	)	
Disposal, Inc., Republic Industries, Inc.	)	
and	)	
Clark County Public Works Department,	)	
Respondents	)	
	)	
Proceedings under Section 308(a)	)	FINDINGS OF VIOLATION
and 309(a)(3), (a)(4), and (a)(5)(A)	)	AND
Clean Water Act, as amended,	)	ORDER FOR COMPLIANCE
33 U.S.C. Sections 1318(a), and	)	
1319(a)(3), (a)(4), (a)(5)(A)	)	

STATUTORY AUTHORITY

The following Findings are made and Order is issued pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by sections 308(a) and 309 (a)(3), (a)(4), and (a)(5)(A) of the Clean Water Act, as amended ("Act"), 33 U.S.C. §§ 1318 (a), 1319 (a)(3), (a)(4), and (a)(5)(A). This authority has been delegated to the Regional Administrator of EPA, Region 9, and re-delegated by the Regional Administrator to the Director of the Water Division of EPA, Region 9.

FINDINGS OF VIOLATION

On the basis of the following facts, the Director of the Water Division of EPA, Region 9, finds that Republic Disposal Urban Maintenance Processing Co., Inc. (Republic Dumpco), Republic Silver State Disposal, Inc. ("RSSD"), Republic Industries, Inc. ("RII"), and Clark County Public Works ("CCPW") are in violation of National Pollutant Discharge Elimination System (NPDES) General Permit No. GNV0022233, and in violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a):

1. Clark County Public Works Department (CCPW) is a political subdivision of the State of Nevada and is therefore a person pursuant to section 502(5) of the Act. 33 U.S.C. § 1362(5). CCPW leases approximately 720 acres of land from the U.S. Bureau of Land Management (BLM) upon which is located significant portions of the Sunrise Mountain Landfill. According to the terms of the lease, CCPW is required

to comply with all local, State and Federal laws and regulations.

2. Republic Disposal Urban Maintenance Processing Co., Inc. ("Republic DUMPCo") and Republic Silver State Disposal, Inc. ("RSSD") are each a corporation organized under the laws of the State of Nevada and are or were wholly-owned subsidiaries of Republic Industries, Inc., ("RII"), a Delaware corporation. Republic DUMPCo, RSSD, and RII (hereinafter collectively "Republic") are therefore each a person pursuant to section 502(5) of the Act, 33 U.S.C. § 1362(5). Republic is obligated under a contract with CCPW to conduct activities at the Sunrise Mountain Landfill, including but not limited to, compaction, cover, final closure, and maintenance.
3. The Sunrise Mountain Landfill accepted industrial, municipal and other solid waste from at least the early 1960's until October 1993. The areas comprising the "Landfill" for purposes of this Order are illustrated on the map, included as Attachment A-1 to the NPDES compliance inspection report (referred to and incorporated below in paragraph 16), and include the 720 acres leased by CCPW as well as the other areas where trash has been disposed, specifically including, the Northeast Canyon Area, the Eastern Perimeter Area, the South Wash Area, and the West Burn Pits Area.
4. Storm water runoff from the Landfill and the adjacent area discharges to an unnamed tributary of the Las Vegas Wash, which itself is a tributary to Lake Mead, a primary source of drinking water for Southern Nevada including the Las Vegas Metro Area, as well as for the Phoenix Metro Area and Southern California. Each of these tributaries is a "navigable water" as defined by Section 502(7) of the Act, 33 U.S.C. § 1362(7), and "waters of the United States" as defined by EPA regulations at 40 C.F.R. § 122.2.
5. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutants to waters of the United States except as in compliance with certain sections of the Act, including Section 402, 33 U.S.C. § 1342. Section 402 of the Act authorizes EPA, or delegated States, to issue National Pollutant Discharge Elimination System (NPDES) permits allowing for the discharge of pollutants into waters of the United States. Compliance with Section 301(a) of the Act, 33 U.S.C. § 1311 (a), therefore requires, inter alia, compliance with a valid NPDES permit.
6. A pollutant as defined under section 502(6) of the Act, 33 U.S.C. § 1362(6), includes, but is not limited to, municipal waste, sewage, solid waste, and rock.
7. Section 402(p) of the Act, 33 U.S.C. § 1342 (p), sets forth requirements for the issuance of NPDES permits for the discharge of storm water. Section 402(p) requires, in part, that the discharge of storm water associated with industrial activity must conform with any NPDES permit requirements issued pursuant to Section 301

of the Act.

8. 40 C.F.R. § 122.26(b)(14)(v) includes in the definition of storm water discharge associated with industrial activity "[l]andfills, . . . and open dumps that receive or have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under subtitle D of RCRA."
9. 40 C.F.R. § 122.26(c) provides that "Dischargers of storm water associated with industrial activity are required to apply for ... a permit ... or seek coverage under a promulgated storm water general permit."
10. EPA has authorized the State of Nevada to implement the NPDES program within the State's jurisdiction.
11. On April 28, 1993, the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) adopted NPDES Permit No. GNV0022233, the General Permit for Stormwater Discharges Associated with Industrial Activity ("Industrial Storm Water General Permit").
12. On July 10, 1993, a Notice of Intent ("NOI") to be covered by the Industrial Storm Water General Permit was submitted to NDEP for the Sunrise Landfill. Republic and CCPW were therefore subject to the terms of the Industrial Storm Water General Permit.
13. In the alternative, if an NOI was not filed for the Landfill, Republic and CCPW are and have been in violation of section 301(a) of the Act, 33 U.S.C. § 1311(a), for discharging pollutants without an NPDES permit.
14. The Industrial Stormwater General Permit, GNV0022233, requires the following:
 - a. Part I, provisions C.1.a and C.3 require that a Storm Water Pollution Prevention Plan ("SWPPP") which includes specific required minimum elements of facility information, Best Management Practices (BMPs), and periodic evaluations, be developed, implemented, and submitted to NDEP.
 - b. Part I, provisions C.1.b and C.1.c, and Part III, provision A.2 require that annual storm water inspections and storm water compliance certifications signed by a duly authorized facility representative be completed and submitted to the NDEP.
 - c. Part I, provisions C.1.e and D.14 require that records of the SWPPP, with annual storm water inspections and compliance certifications, be maintained

for a period of at least three years.

- d. Part I, provision C.4 requires that written annual stormwater reports be submitted to the NDEP.
 - e. Part I, provision D.8 and Part II, provision A.4 prohibit a pollutant discharge to the waters of the United States not in compliance with the permit.
 - f. Part I, provision D.13 requires that any storm water noncompliance or discharge which may seriously endanger health or the environment be orally reported to the NDEP within 24-hours and a written report to follow within 10 days which includes a description of the cause, exact duration, and any corrective actions taken.
 - g. Part II, provision A.2 requires that storm water controls or facilities be maintained at all times in good working condition.
15. On September 11, 1998, several large rain events resulted in significant washout of parts of the Landfill and the discharge of pollutants to the unnamed wash and to Las Vegas Wash, both waters of the United States.
16. On November 19 and 20, 1998, inspectors from EPA Region 9 and NDEP staff conducted a compliance inspection of the Landfill and made the following observations:
- a. The Landfill lacked a storm water control program. A SWPPP was not provided or available.
 - b. The existing surface water drainage controls that had been installed in 1995 were poorly maintained and/or inoperable, and the Landfill was not prepared to control runoff from rain. The main surface water drainage channel, which crosses the main landfill cells, had failed during the storm in September. The riprap which originally held down the liner of the drainage channel and the cover dirt had not been reinstalled. Drainage culverts were found partially filled with sediment and were deeply undermined along both edges, with joints poorly connected or disconnected.
 - c. There were deep erosion gullies on the side slopes of the Landfill, imbedded waste was exposed across the surface of the Landfill, and waste mixed with gravel (which originated from the failed main drainage channel) was observed along the bottom of the approximately 2-mile unnamed wash leading to Las Vegas Wash.

- d. No measures were in place to control storm water running onto the Landfill and there was no effort to divert storm water around the Landfill. Evidence that storm water was not being controlled at the Landfill was seen by the significant ponding on the Landfill north of the failed main drainage channel and at other points on the Landfill. In addition, seepage was surfacing at the southeast corner of the Landfill, indicating that storm water had gone through the waste beneath the failed main drainage channel and resurfaced at the lower elevation.
- e. At the Northeast Canyon Area of the Landfill, there was exposed sewage sludge and municipal refuse uncovered and there were no storm water control measures in place.

A copy of EPA's NPDES compliance inspection report is attached and incorporated herein by reference to these Findings of Violation as Attachment 1.

- 17. There is evidence of at least five other storm events since 1995 which resulted in problems similar to those found during the November 1998 inspection. These occurred during approximately the following time frames: 1) May and June 1995, 2) July 1996, 3) November 1996, 4) February through April and September through October 1997, and 5) June through July 1998.
- 18. Republic and CCPW violated the Industrial Storm Water General Permit and thus section 301(a) of the Act, 33 U.S.C. § 1311(a), as follows:
 - a. Part I, provisions C.1.a and C.3 were violated in that no SWPPP was developed, implemented, or submitted to NDEP. With regards to specific required minimum elements:
 - i. Required facility information was not developed, including:
 - (1) A facility site map showing the location and types of stormwater controls, including drainage areas, reportable spill and leak locations, buildings, and material handling areas.
 - (2) A list of individuals or positions responsible for SWPPP implementation, with a description of responsibilities.
 - (3) A material inventory identifying sources or activities with potential for storm water pollutant potential.
 - (4) A list of reportable spills and leaks for the previous three years.

- ii. **Best Management Practices (BMPs, or any procedure or facility used to minimize exposure of pollutants to storm water) were not identified or implemented. Further,**
 - (1) Existing surface water control structures which might have been considered storm water control structures proved to be ineffective.
 - (2) Training for good storm water control practices was not developed or established, including practices for good housekeeping, regular visual inspections or preventative maintenance of BMPs, material handling in uncovered areas, spill prevention and response, and record keeping with annual reports and certifications, with inspector names and resulting actions.
 - iii. **Periodic Evaluations, with written summaries to NDEP, were not conducted, including evaluation of BMP effectiveness, scheduling BMP modifications and revising the SWPPP to include changes.**
- b. **Part I, provisions C.1.b and c. 1.c and Part III, provision A.2 were violated in that no annual storm water inspections or annual compliance certifications were completed or submitted to NDEP.**
 - c. **Part I, provisions C.1.e and D.14 were violated in that no SWPPPs, annual storm water inspections, or annual compliance certifications were maintained.**
 - d. **Part I, provision C.4 was violated in that no annual storm water reports were submitted to the NDEP.**
 - e. **Part I, provision D.8 and Part II, provision A.4 were violated in that there were numerous noncompliant storm water discharges since at least 1995, including the September 11, 1998 storm water discharge.**
 - f. **Part I, provision A.2 was violated in that no reports, either oral or written, were made to the NDEP for any of the noncompliant discharges.**
 - g. **Part II, provision A.2 was violated in that even the minimal existing surface water drainage control structures were inadequate for operation, based on the visible evidence of ponding, drainage culverts filled with sediment and with failing connections, and inadequate debris control. Existing structures were found in poor repair even months after the major storm.**

ORDER FOR COMPLIANCE

Taking these Findings into consideration and considering the potential environmental and public health effects of the violations, EPA has determined that compliance in accordance with the following requirements is reasonable. Pursuant to the authority of Sections 308 and 309 of the Act, 33 U.S.C. §§ 1318 and 1319, it is hereby ordered that Republic and CCPW comply with the following requirements:

19. Within 45 days, but no later than June 11, 1999, complete and submit for approval to the EPA a full report on the hydrologic and hydrogeological conditions of the Landfill, certified, stamped, and signed by a qualified and appropriately licensed professional engineer or hydrogeologist which provides sufficient information to support the following:
 - a. Reassessment and selection of site-specific design criteria for storm water events using all available meteorological data, including capacity to handle the intense, short duration storms which occurred at the Landfill from 1995 to the present,
 - b. Identification of Best Management Practices (BMPs) necessary for compliance with the Industrial Storm Water General Permit as outlined in paragraph 22 below,
 - c. A technical evaluation and analysis of slope erosion stability for materials used or proposed to be used as part of any BMP or in the final cover at the Landfill, and
 - d. Characterization of the potential for leachate surface seep discharge.
20. Within 45 days, but no later than June 11, 1999, submit to the EPA for approval, an interim plan for conducting repairs to the existing surface water controls and for additional storm water controls to minimize noncompliance with the Industrial Storm Water General Permit pending completion of the requirements set forth in paragraphs 19 and 22. This interim plan shall include an implementation schedule, estimated costs for each action, and provisions for reporting any additional noncompliance with the Industrial Storm Water General Permit to the NDEP and EPA as soon as the discharger becomes aware of the noncompliance. Upon approval, implement the interim plan in accordance with the schedule set forth therein.
21. Within 45 days, but no later than June 11, 1999, clean up any remaining exposed trash and debris on the Landfill, along the large unnamed wash, tributary to the Las

Vegas Wash, and within 500 yards of the lease boundary within the South Wash Area, continuing in any continuous wash as required to remove visible pocketed accumulations, and certify the completion of this task to the EPA. All debris shall be disposed of in accordance with all federal, state, and local laws and regulations.

22. Using information in the report required by paragraph 19, above, take all actions necessary to comply fully with all Industrial Storm Water General Permit requirements for the Landfill, including, but not limited to, the following:

- a. Within 175 days, but no later than October 19, 1999, develop and submit for approval to EPA a Storm Water Pollution Prevention Plan (SWPPP) including all elements of facility information, Best Management Practices (BMPs), and periodic evaluations as specified in the Industrial Storm Water General permit, including an implementation schedule for BMPs with estimated costs. Upon approval, implement the SWPPP in accordance with the schedule set forth therein. Acceptable BMPs shall include, but not be limited to:
 - i. Relocation of the main drainage channel around the Landfill on native material and reconstruction of the existing main drainage channel bottom and side slopes to isolate any unavoidable contact with refuse, using non-erodible material where bedrock is absent,
 - ii. A new sediment/flow-equalizing basin with easy clean-out access prior to entering the main water drainage channel,
 - iii. Other new drainage structures as required to divert storm water run-on around the Landfill, as well as structures to drain storm water runoff from the Landfill, with sediment basins accessible for clean-out having properly engineered capacities and inlet/outlet structures, including energy dissipater devices,
 - iv. Minimum 2% slope on the Landfill top,
 - v. Maximum 3:1 slope on side slopes combined with erosion control blankets or other equally effective erosion controls,
 - vi. Stabilization of haul roads and unstable cover areas using gravel or other equally effective stability controls,
 - vii. Reduction of long runoff distances across the Landfill to less than 600 feet by increasing the number of dikes/swales, benches, and/or drainage conveyances as necessary,

- viii. Prevention of sediment buildup in drainage conveyances by using non-destructive clean-out methods, increasing the size and/or number, and/or by increasing the gradient, and
 - ix. A debris control plan, including quarterly perimeter inspections within at least 500 yards of the lease boundary, and continuing further downstream as required to remove visible pocketed accumulations in any continuous wash, with collection and proper disposal of any accumulated waste.
- b. Within 175 days, but no later than October 19, 1999, develop and submit for approval to the EPA a new inspection and maintenance plan, including ongoing surveys of BMPs, of settlement during dry weather periods, and of erosion immediately after rains. This plan shall include provisions to document timely corrective actions taken. Upon approval, implement the inspection and maintenance plan.
 - c. Conduct and record annual storm water inspections including a certification of compliance signed by a duly authorized facility representative, with the first inspection occurring no later than December 3, 1999.
 - d. Maintain records of the SWPPP, annual inspections and compliance certifications for a period of at least three years.
 - e. Submit written annual stormwater reports to the NDEP and EPA, with the first report no later than December 17, 1999.
 - f. Report storm water noncompliance or discharge which may threaten or endanger health or the environment to the NDEP and EPA, orally within 24 hours followed by a 10-day written report including the probable cause, estimated duration, and any corrective actions taken.
 - g. Within 180 days after approval, but no later than March 31, 2000, fully implement the approved SWPPP and submit a report with a certification of compliance to the EPA that all approved BMP structures are installed and the approved SWPPP is fully implemented.
 - h. Within 60 days after certification as required in paragraph 22.g, but no later than May 26, 2000, submit actual costs to complete and estimated costs to maintain the BMPs.
23. All reports submitted pursuant to this Order must be signed by a principal executive

officer, ranking elected official or duly authorized representatives of Republic and CCPW [as specified by 40 C.F.R. § 122.22 (b)(2)] and shall include the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

24. All submissions requested by this Order shall be mailed to the following addresses:

David W. Basinger (WTR-7)
Water Division
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105-3901

Mike Dwyer, Field Manager
(Attention: Mike Moran)
Bureau of Land Management
4765 Vegas Drive
Las Vegas, NV 89108

All telephone inquiries should be made to David Basinger, Environmental Engineer, at (415) 744-1973.

25. This Order does not waive or modify or in any way relieve Republic or CCPW of their obligations imposed by the Act or any other local, State, or Federal law. EPA reserves the right to seek any and all remedies available under Section 309(b), (c), (d), or (g) of the Act, 33 U.S.C. § 1319(b), (c), (d), or (g) for any violation cited in this Order.
26. This Order is not and shall not be interpreted to be an NPDES permit under section 402 of the Act, 33 U.S.C. § 1342, nor shall it in any way relieve Republic or CCPW of obligations imposed by the Act, or any Federal, State, or local law.
27. Issuance of this Order for Compliance shall not be deemed an election by EPA to

forego any administrative, civil, or criminal action to seek penalties, fines, or other appropriate relief under the Act.

28. EPA has notified the State of Nevada of the above Findings of Violation and this Order for Compliance.
29. This Order shall become effective upon signature.

26 April 1999

Date

Karina Tom Base

for Alexis Strauss, Acting Director
Water Division

EXHIBIT C

GARBAGE DISPOSAL AGREEMENT

1
2
3 THIS AGREEMENT, made and entered into this 31st
4 December, 1985, by and between the City of Las Vegas
5 (hereinafter "City"), and Silver State Disposal Co., Inc.
6 ((hereinafter "Contractor")).

WITNESSETH:

7
8 WHEREAS, City desires to provide adequate, economical
9 and efficient services to the inhabitants of the City of Las
10 Vegas relating to the collection and disposal of garbage and
11 other wastes to promote the general welfare of those inhabitants;
12 and

13 WHEREAS, City is authorized pursuant to Las Vegas
14 Municipal Code Chapter 9.08 to contract for the collection and
15 disposal of garbage and other wastes; and

16 WHEREAS, Contractor has been providing for the collec-
17 tion and disposal of garbage and other wastes within the City of
18 Las Vegas in an adequate, economical and efficient manner for a
19 considerable number of years; and

20 WHEREAS, it is the mutual desire of the parties to renew
21 and continue their relationship and therefore promote the general
22 welfare of the inhabitants of the City of Las Vegas.

23 NOW, THEREFORE, for and in consideration of the premises
24 and of the mutual covenants and agreements hereinafter contained,
25 the parties do hereby agree as follows:

26 1. Contractor shall provide for the collecting and
27 disposal of garbage, rubbish, dirt and small dead animals and
28 other refuse from residences, multiple dwellings with or without
29 kitchen facilities, places of business and public buildings
30 within the corporate boundaries of the City of Las Vegas.

31 2. This contract shall commence as of the 1st day of
32 February, 1986, and shall be for a period of fifteen years, and

1 shall be renewable for a term of five years at the opt.
2 Contractor upon the same terms and conditions described h.
3 provided the Contractor is not then in breach of this Agree.
4 and provided the Contractor gives notice of such election to .
5 City in writing at least four months, but not more than nine
6 months, prior to the expiration of this Agreement.

7 3. Garbage collections from places of business and
8 public buildings shall be made daily except Sunday, or daily
9 including Sunday, or bi-weekly, according to the service ordered
10 and paid for by each place of business or public building; gar-
11 bage collection from residences and multiple dwellings shall be
12 made twice each week.

13 4. All garbage so collected shall be hauled to and
14 dumped at the dump ground now in operation at the base of Sunrise
15 Mountain, Clark County, Nevada, or at whatever alternate dump
16 ground may be furnished by or to the Contractor (provided that
17 any such alternate dump ground must be first approved by the
18 City) or any landfill owned by the Contractor and approved by the
19 Clark County Health Department. The route to be travelled to and
20 from any dump site shall be subject to approval of the City.
21 Contractor shall maintain any dump site in accordance with all
22 appropriate rules, regulations or ordinances of the City, the
23 County of Clark and the Clark County District Board of Health.

24 5. The Contractor shall have the exclusive right to
25 collect garbage during the period this Agreement is in force;
26 except in instances whereby under the provisions of this
27 Agreement, the Contractor is not required to make any collec-
28 tions. The Contractor acknowledges that he has read all the
29 ordinances of the City pertaining to the method of collecting
30 garbage, and the rates charged therefor, and agrees to abide by
31 such ordinances.

32 6. The Contractor shall collect and receive all gar-

1 bage collection charges as provided in LVMC Chapter 9.08 and
2 shall maintain full and complete accounting records so as to
3 reflect accurately the total income, expenses and profits of the
4 enterprise, and shall file with the City, thirty days after the
5 end of each fiscal quarter, a verified statement of the gross
6 receipts from the collection of garbage. All payments made to
7 the Contractor by a user of service shall be evidenced by a writ-
8 ten receipt and said payments shall be properly accounted for as
9 a revenue item on the part of the Contractor. The books and all
10 records shall be produced for inspection at any time during nor-
11 mal business hours upon the request of the City Manager or the
12 City Council.

13 7. The Contractor shall, during the term of this
14 Agreement, provide for an annual certified audit of the books and
15 records of account of the Contractor as of the close of business
16 on the 30th day of September of each year. A copy of the cer-
17 tified audit shall be delivered to the City Manager not later
18 than the 31st day of March for the previous year. The Certified
19 Public Accountant preparing the annual certified audit shall also
20 express his written opinion as to whether the financial statement
21 contained therein presents fairly and accurately the financial
22 position of the Contractor and the results of its operations in
23 accordance with generally accepted accounting principles applied
24 on a consistent basis.

25 8. Contractor shall pay as a fee to the City five per-
26 cent of the gross receipts derived from the collection of gar-
27 bage. This payment shall be made to the City on a quarterly
28 basis.

29 9. The Contractor shall at all times keep on file with
30 the City a Performance Bond in the amount of \$250,000.00 in favor
31 of the City, said bond to be in a form satisfactory to the City
32 Attorney, conditioned upon the faithful performance of this

1 Agreement and compliance with the provisions of all ordinances of
2 the City of Las Vegas. In the event that Contractor defaults on
3 this Agreement, the bond shall be forfeited.

4 10. In order to protect the public health, safety and
5 welfare, the Contractor agrees that should Contractor fail for
6 any reason substantially to make the garbage collections required
7 under this Agreement for any period exceeding five days, the City
8 shall have the right to immediately take over and provide for the
9 collection of garbage and to take possession of all land and
10 equipment owned by the Contractor and used by it in the perfor-
11 mance of this Agreement. In this event, the City shall pay to
12 the Contractor the reasonable rental value of the land and equip-
13 ment so taken; however, the City shall receive as a credit
14 against this payment, an amount representing the pro-rated gar-
15 bage collection charges that the Contractor would have accrued
16 during the time period that the City provides for the collection
17 of garbage. Should this credit exceed the reasonable rental
18 value of the land and equipment of the Contractor utilized by the
19 City, then the Contractor is required to pay this excess to the
20 City. This right shall continue until such time as the
21 Contractor gives the City notice that the Contractor is ready,
22 willing and able to resume performance of this Agreement.

23 11. In addition to the performance surety bond required
24 by Paragraph 9 of this Agreement, the Contractor shall at all
25 times keep on file with the City an additional Customer Service
26 Performance Bond, in the amount of \$50,000.00 in favor of the
27 customers of Contractor. This bond shall insure the performance
28 of all services for which prepayment has been made by the custo-
29 mers of the Contractor and shall remain in force and effect
30 during the term of this Agreement and until the services for
31 which prepayment has been made have been performed.

32 12. The Contractor shall keep in force during the term

1 of this Agreement, public liability insurance covering the City
2 and the Contractor in the amount of at least \$500,000.00 for the
3 death or injury of one person, and at least \$1,000,000.00 for the
4 death or injury to more than one person, and property damage
5 insurance in the amount of at least \$100,000.00.

6 13. The Contractor shall maintain in full force and
7 effect during the term of this Agreement, full compensation
8 insurance in accordance with the Nevada Industrial Insurance Act,
9 as now in force or as the same may be from time to time amended.

10 14. The Contractor shall maintain an office con-
11 veniently located and furnished with a listed telephone, and
12 shall keep that office open during usual business hours with an
13 accredited representative of the Contractor, who shall have
14 authority to represent and bind the Contractor in its relations
15 with the City, and with the patrons of the Contractor.

16 15. Contractor guarantees the payment of all just
17 claims for materials, equipment, supplies, labor and any other
18 expenses Contractor incurs in connection with the performance of
19 this Agreement. City shall not assume, be liable for or respon-
20 sible for any indebtedness, debt or expense incurred by
21 Contractor.

22 16. The Contractor shall use enclosed trucks for the
23 purpose of making garbage pickups. The Contractor shall be per-
24 mitted to use flat trucks for the collection of brush and other
25 similar forms of garbage and for using exchange cans for the
26 pickup of commercial wet garbage. All flat trucks loaded with
27 garbage or refuse shall, except when moving along a collection
28 route in the course of collection, be covered with wire netting
29 or tarpaulin. Any material that falls or spills onto city
30 streets or alleys, either during the loading of the trucks or
31 from the trucks during transit shall be immediately picked up.
32 All collections shall be made as quietly as possible and no unne-

1 necessarily noisy trucks or equipment shall be used. Any truck or
2 other equipment used in collecting garbage shall be thoroughly
3 cleaned by flushing with water, or by equivalent processes, at
4 least once each week and should be deodorized or disinfected when
5 necessary to maintain such equipment in a sanitary and non-
6 offensive condition.

7 17. Either the City or the Contractor may request a
8 change in any or all of the garbage collection charges set out in
9 LVMC Chapter 9.08. In the event the City denies a request by
10 Contractor to raise the garbage collection charges or in the
11 event the City lowers the then existing garbage collection
12 charges, Contractor may terminate this Agreement by giving the
13 City at least six months' written notice.

14 18. In the event the City determines that the
15 Contractor is in breach of this Agreement with regard to any of
16 the provisions hereof, other than a breach which results from an
17 act of God, a labor dispute, action of the public enemy or other
18 force majeure, the City shall give the Contractor written notice
19 specifying the provisions hereof under which the City has deter-
20 mined that a breach exists, and giving the Contractor sixty days
21 within which to correct the breach. In the event the Contractor
22 does not correct the breach within this sixty-day period, then
23 the City may terminate this Agreement by giving written notice to
24 the Contractor, and may take possession of the equipment and
25 other property of the Contractor as provided in Paragraph 10
26 hereof, and the bond deposited by Contractor pursuant to
27 Paragraph 9 hereof shall be forfeited.

28 19. Contractor shall protect, indemnify, and hold the
29 City, its officers, employees, agents and servants harmless from
30 and against any and all claims, damages, losses, suits, actions,
31 decrees, judgments, attorney's fees, court costs and other expen-
32 ses of any kind or character which the City, its officers,

1 employees, agents or servants may suffer, or which may be sought
2 against, recovered from or obtainable against the City of Las
3 Vegas, its officers, employees, agents or servants (i) as a
4 result of, or by reason of, or arising out of, or on account of
5 or in consequence of the operations of Contractor, its officers,
6 employees, servants or agents, or anyone directly or indirectly
7 employed by Contractor, its officers, employees, contractors,
8 servants or agents, in the fulfillment or performance of the
9 terms of this Agreement, regardless of whether or not the
10 occurrence which gave rise to such claim, damage, loss, suit,
11 action, judgment or expense was caused, in part, by the City; or
12 (ii) as a result of, or by reason of, or arising out of, or on
13 account of, or in consequence of, any neglect in performing this
14 Agreement; or (iii) because of any claim or amount recovered
15 under any statute, law, ordinance, order or decree. Any money
16 due Contractor under and by virtue of this Agreement which is
17 considered necessary by the City for such purpose, may be
18 retained by the City for its protection; or in case no money is
19 due, Contractor's surety may be held until all such claims, dama-
20 ges, losses, suits, actions, decrees, judgments, attorney's fees
21 and court costs and other expenses of any kind or character as
22 aforesaid shall have been settled and suitable evidence to that
23 effect furnished to the City.

24 In this connection, it is expressly agreed that Contrac-
25 tor shall, at its own expense, defend the City, its officers,
26 employees, agents and servants against any and all claims, suits
27 or actions which may be brought against them, or any of them, as
28 a result of, or by reason of, or arising out of, or on account
29 of, or in consequence of any act or omission against which
30 Contractor has indemnified the City. If Contractor shall fail to
31 do so, the City may undertake to do the same and to charge all
32 direct and incidental costs of such defense to Contractor,

1 including attorney's fees, court costs and other expenses.

2 20. Any assignment of this Agreement, either volun-
3 tarily or by operation of law, or any sale of stock in the
4 Contractor which results in the acquisition of a plurality of the
5 voting control of the Contractor by any person or firm, other
6 than the Contractor or a person who is a member either of the
7 existing group of stockholders or their immediate families,
8 without the consent of the City shall constitute a breach of this
9 Agreement; provided, however, that such consent shall not unrea-
10 sonably be withheld. For the purposes of this Paragraph,
11 "plurality of the voting control" means a stock ownership by any
12 person or firm which exceeds the stock ownership of any other
13 voting stockholder. In the event that Contractor becomes
14 insolvent or bankrupt or files a petition to take advantage of
15 any insolvency or bankruptcy act, this Agreement shall be imme-
16 diately cancelled and the City shall have the right to take over
17 said business as provided in Paragraph 10 or substitute another
18 Contractor in its place and stead in the manner provided by law.

19 21. The failure of either party to insist upon the
20 strict performance of any of the provisions of this Agreement, or
21 the failure of either party to exercise any right, option or
22 remedy hereby reserved, shall not be construed as a waiver for
23 the future of any such provision, right, option, or remedy, or as
24 a waiver of any subsequent breach thereof.

25 22. Contractor is an independent contractor and not an
26 employee of City for any purpose.

27 23. All notices, requests, demands or other com-
28 munications hereunder shall be in writing, and shall be deemed to
29 have been duly given if delivered in person, or when received if
30 mailed by certified mail with return receipt requested, or other-
31 wise actually delivered.

32 . . .

1 Notice to City shall be sent to:

2 CITY MANAGER
3 City of Las Vegas
4 400 East Stewart Avenue
5 Las Vegas, Nevada 89101

6 Notice to Contractor shall be sent to:

7 SILVER STATE DISPOSAL CO., INC.
8 P. O. Box 15170
9 Las Vegas, Nevada 89114

10 Either party hereto may change the address at which it receives
11 written notice by so notifying the other party hereto in writing.

12 24. Should any section or any part of any section of
13 this Agreement be rendered void, invalid or unenforceable by any
14 court of law, for any reason, such a determination shall not
15 render void, invalid or unenforceable any other section or any
16 other part of any section in this Agreement.

17 25. This Agreement has been made and entered into in
18 the State of Nevada, and the laws of the State of Nevada shall
19 govern the validity and interpretation of this Agreement and the
20 performance due hereunder.

21 26. The drafting, execution and delivery of this
22 Agreement by the parties have been induced by no representations,
23 statements, warranties or agreements other than those expressed
24 herein. This Agreement embodies the entire understanding of the
25 parties, and there are no further or other agreements or under-
26 standings, written or oral, in effect between the parties
27 relating to the subject matter hereof unless expressly referred
28 to herein or expressly incorporated herein by reference thereto.

29 27. Should either party bring suit to enforce any of
30 the terms of this Agreement, the prevailing party shall be
31 entitled to recover expenses of suit, including court costs and
32 reasonable attorney's fees.

33 28. This Agreement may not be modified unless such
34 modification is in writing and signed by both parties to this

1 Agreement.

2 29. This Agreement is entered into pursuant to Las
3 Vegas Municipal Code Chapter 9.08 and certain terms used herein,
4 unless the context clearly requires otherwise, shall have the
5 meaning ascribed to those terms in LVMC 9.08.010.

6 IN WITNESS WHEREOF, the parties have executed this
7 Agreement at Las Vegas, Nevada, the day and year first written
8 above.

9 CITY OF LAS VEGAS

SILVER STATE DISPOSAL CO., INC.

10
11 By William H. Briare
12 WILLIAM H. BRIARE, Mayor

By [Signature]

13
14 ATTEST:

15 Carol Ann Hawley
16 CAROL ANN HAWLEY, City Clerk

12-17-95

EXHIBIT D

GUARANTY BY PARENT CORPORATION

Republic Services, Inc., a Delaware corporation (hereinafter "Guarantor") hereby guarantees (i) the full and punctual payment by Republic DUMPCO, Inc. and Republic Silver State Disposal, Inc., each a Nevada corporation (hereinafter collectively the "Silver State Entities"), their respective successors and assigns of all monetary obligations required to be paid by the Silver State Entities under the Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement (hereinafter "Agreement") among the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "City"), Guarantor and the Silver State Entities and (ii) the performance and observance of all terms, covenants and conditions contained in the Agreement. Guarantor hereby waives demand, protest, notice of any indulgences or extensions granted of the Silver State entities, provided, however, that the Guarantor shall be furnished with a duplicate copy of any notice of default or termination of the Agreement to which the Silver State Entities are entitled or which is served upon the Silver State Entities at the time the same is sent to or served upon the Silver State Entities. Guarantor shall be granted ten (10) business days following receipt of written notice of any monetary defaults and Guarantor shall be granted thirty (30) days following receipt of written notice of non-monetary defaults, to correct or remedy such defaults or cause such default to be corrected or remedied on behalf of the Silver State Entities (provided, however, that if any non-monetary default by the Silver State Entities cannot reasonably be remedied within thirty (30) days after written notice of such non-monetary default, then Guarantor shall have such additional time as shall be reasonably necessary to remedy such non-monetary default); provided, however, that Guarantor shall pursue cure within the thirty (30) day period and shall be diligently prosecuting such cure to completion. For purposes of providing Guarantor with written notice hereunder, Guarantor shall be given a separate notice, at the address set forth below Guarantor's signature block below.

REPUBLIC SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

NOTICE ADDRESS

Republic Services, Inc.
110 S.E. Sixth Street
Fort Lauderdale, Florida 33301
Attn: General Counsel



July 28, 1999

Bradford R. Jerbic, City Attorney
City of Las Vegas
400 East Stewart, 9th Floor
Las Vegas, NV 89101

**Re: Memorandum of Understanding Amending December 31, 1985
Garbage Disposal Agreement**

Dear Mr. Jerbic:

In follow-up to the City Council's meeting of July 12, 1999 regarding the above, please allow this letter to again confirm the following:

- a. The \$5,500,000 contribution committed by Republic Silver State Disposal (RSSD) can be utilized by the City of Las Vegas in any manner it deems appropriate; and
- b. Development of future transfer sites within the city limits of Las Vegas will be at the sole expense of RSSD. The aforementioned contribution will not relieve RSSD of its obligations relative to future transfer facility improvements.

Should you have any questions concerning the above, please do not hesitate to contact me directly at 734-5427.

Sincerely,

Robert A. Groesbeck
General Counsel and
Assistant Secretary

RAG/kl

xc: Stephen Kalish



CITY OF LAS VEGAS

LARRY G. BETTIS
Deputy City Attorney

OFFICE OF THE CITY ATTORNEY

400 E. Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101
(702) 229-6201
Fax: (702) 386-1749



September 29, 1999

Robert A. Groesbeck
General Counsel and Assistant Secretary
Silver State Disposal Service, Inc.
770 E. Sahara Avenue
Las Vegas, NV 89193-8508

Re: *Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement*

Dear Mr. Groesbeck:

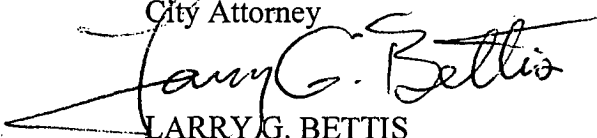
Based on your representations regarding the above-referenced Agreement at the City Council meeting of July 12, 1999, which were later confirmed by your letter dated July 28, 1999, to this office that:

- a) The \$5,500,000 contribution committed by Republic Silver State Disposal (RSSD) can be utilized by the City of Las Vegas in any manner it deems appropriate; and
- b) Development of future transfer sites within the city limits of Las Vegas will be at the sole expense of RSSD. The aforementioned contribution will not relieve RSSD of its obligations relative to future transfer facility improvements,

I am forwarding the above-referenced Agreement to the Mayor for his signature in the form it was presented to the City Council for approval at its July 12, 1999, meeting.

Sincerely yours,

BRADFORD R. JERBIC
City Attorney


LARRY G. BETTIS
Deputy City Attorney

LGB/cg

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MAYOR GOODMAN

At this time we'll call forward Item Number 4. As I indicated at the last Council meeting, I have to abstain. The reasons for the abstention are that I own an interest in some property which is across the road from the Silver State dump in the Apex area and I feel that at least would have the appearance of impropriety for me to participate on this particular issue. In addition to that, there were discussions between my law partner David Chesnoff and Silver State concerning some potential representation. Last week I left the Council Chambers and absented myself. At this point in time, I choose to sit here throughout the process and, although I will not participate in it.

COUNCILMAN BROWN

Mayor Goodman, I'd also like to put on the record that last week I had held, asked this to be tabled for additional information and also to ask a legal opinion on my current employment. I am employed part-time with the Las Vegas Stars Baseball Club. The company in question on Item Number 4, along with other corporations in town, are involved in different charitable programs with, affiliated with the baseball club. I have, at the advice of the City Attorney, written a letter to the State Ethics Commission requesting an opinion. And I will be abstaining for that reason until some kind of an opinion comes back.

COUNCILMAN REESE

Yes, Your Honor, and also it has been suggested that my campaign contributions from Silver State may have caused a conflict. I have asked Brad Jerbic from our City Attorney's office if in fact this is a conflict and he said definitely not. So, Brad, shouldn't you like to put on the record for me?

CITY ATTORNEY JERBIC

Yes, Councilman, and with respect to any other member of Council, we have examined that issue and we have given the opinion that the campaign contributions in this matter do not create any kind of a conflict of interest that would require either abstention, certainly disclosure is up to you. But the fact is that given the amount of the contributions in -- comparison to the total amount raised in the campaign, I do not believe there's any conflict of interest in a State or local law; and therefore you are free to participate, Councilman.

COUNCILMAN REESE

Thank you. Then I will be participating.

MAYOR PRO TEM McDONALD

No further comments, Item Number 4 is approval of the memorandum and understanding among the City and Republic Dumpco, Inc. and Republic Silver State Disposal, Inc. amending the garbage disposal agreement,

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amendment agreement dated December 31, 1985 between the City of Las Vegas and Silver State Disposal, Inc. Applicant?

ROBERT GROESBECK

Thank you, Mayor. For the record, my name is Robert Groesbeck, General Counsel to Republic State, Republic Silver State Disposal. And with me this morning is Tom Munteer, Professor of Law at Georgetown, George Washington University in Washington D.C. and also a partner with the law firm of Baker Hostetler.

Mayor, we'll pretty much, you know, a lot of issues have been bantered about in the press over the past few weeks concerning this item, many of them having to do with liability. What I'd like to do, with -- your indulgence, is give a brief overview for the record to the Council concerning Sunrise and its history, if I may.

MAYOR PRO TEM McDONALD

Please.

ROBERT GROESBECK

And it should take just a few moments. Sunrise Landfill, which closed in 1993, opened in 1962. And during that period of time, roughly 40 years, that served as the primary landfill for Southern Nevada's waste. We're currently operating at Apex and pleased to announce that we have about a hundred of useful life at that facility. Las Vegas for many of those years was obviously the largest municipality in the Valley. Still is under, as a City, although the unincorporated areas have surpassed the City in population.

Republic Silver State Disposal, or I should say Republic Industries, which has since changed to Republic Services, purchased the assets of Silver State Disposal Service in August of 1997. And that purchase included a number of contingencies and a number of obligations that Republic assumed. One of which was a maintenance obligation relative to the Sunrise Landfill.

I should point out, to just again to clarify the record, that a great deal has been made by, a great deal of attention has been given by the media from opponents that Republic or Silver State should not be rewarded for sloppy work on Sunrise. I want to emphasize in very clear terms that Republic had no involvement whatsoever with respect to Sunrise. Again, the landfill was closed in October of '93. Republic came into the picture in August of 1997. So suggestions to that effect are simply untrue.

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Now, what prompted the corrective action orders that we all followed in the media several months ago. Last year, September of '98, Sunrise received about three inches of rain in a period of 45 minutes. And I think all of us can appreciate that, particularly in light of what we went through last Thursday. Unlike last Thursday wherein the rain was concentrated in the Valley, a year ago, it was concentrated on Sunrise Mountain. As a result of that rainfall event, which by all statistic standards represented a hundred year event and some would say outwards of three hundred years, it was, it caused a great deal of -- drainage off the facility.

The facility held up quite well, but there were some unknowns up there then at that time. Particularly with regard to 190 acres which is commonly referred to as the off-site property. Nobody knew about that prior of the rain event. And again, the rainfall was of such magnitude that it caused that material to breach cells that were in place and to take that waste literally into Las Vegas Wash. That rain event, that surface discharge resulted in the issue, of the orders being issued by the EPA under the Clean Water Act and RCRA, the Resource Conservation Recovery Act.

That leads us to today. Several months ago, once those orders were issued -- And I should point out prior to that time, the parties, namely the BLM, Clark County Health District, Silver State Disposal or Republic Silver State and the BLM spent a great deal of time, and Clark County, spent a great deal of time finger pointing. Because one thing we did know after that rain event, it was going to cost a great deal of money to bring that facility up to current RCRA standards. To the tune of about \$36 million as we know it today.

The orders basically forced the parties to quit finger pointing and to work toward a solution. And I'm pleased to announce that we were able to do that. Republic has obligated itself to assume maintenance and repair obligations and monitoring at that facility for the next 30 years. And again, as we know today, that figure stands at about \$36 million. In exchange for that commitment and giving the allowing or affording us the opportunity to offset those costs, we were granted an extension to our franchise agreement, which now carries us through 2000 and 35.

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As the current situation exists, we think everything is fine. We're comfortable with what we've -- discovered up there with respect to remediation and the costs I've alluded to previously. There are many unknowns however. And if for some reason this turned into \$100 million figure, obviously there would be issues to address at that time. The current agreement, again a great deal of attention has been focused on the liability issue. And the fact that we have offered to indemnify and hold the City harmless for any future claims. That's really just a subpart of this whole package. It is not the primary issue. It never has. And again, rhetoric has been proffered to the media that, in fact I think they went so far as to get a media spokesperson to say that that's nonsense or words to that effect that the EPA will not and has not contemplated an action. You know, that's probably correct. I wouldn't expect the EPA to do that. Particularly because they have parties that have assumed responsibility for these obligations.

But I should point out, again, although the chances or the likelihood of a claim by our company or a third party against the City with respect to Sunrise or the obligations arising therefrom are remote, and either very remote, absent some type of indemnity agreement that is contemplated, the potential exists. And again everyone was focused on the EPA. It's not just the EPA. There are other parties involved, other potential parties that could bring claim, including Republic. And again, I don't think that's going to happen. In fact, I'm very confident that it won't. But it's an issue.

But it's a small issue. Nobody's talking about the five and a half million dollars that we've committed to the City to use in a manner it deems fit. Nobody's talking about the great service and the low rates that our customers currently enjoy. Nobody's talking about the 50, \$57 million we've committed to this community in infrastructure to enhance our service; new vehicles, customer service improvements, two new transfer stations that should be on -- on-line within -- by the end of the year. That's a huge capital investment in this community. Those issues alone justify and warrant your approval of a contract extension. So don't get hung up on the -- smoke and mirrors. This is not a liability issue. This is a request for a contract extension. And I applaud the City for having the -- ability and the desire to address these issues in a single package, to request this.

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Give you some examples: City of Henderson, last November, we stood before them and we got a 10 year contract extension there. I mentioned the County. City of Henderson, we're building a transfer station; similar to what we're contemplating doing here for you by way of the contribution. You know, you're going to hear from some people I'm sure shortly that are going to scream and yell about how terrible we are and about how terrible our service is and about the fact that we're a monopoly. Well, listen to what they're saying. More importantly listen to their motives.

Contrary to what you're going to hear, the C&D side of this business, commercial recycling, is very, very competitive. And you're going to hear from these very people and you're going to hear their rhetoric. I'm pleased to say that the vast majority of our customers are very satisfied with our service and they're very satisfied with the rates we charge. In fact a recent survey that we had conducted demonstrated that over 80, 87% of the folks in this Valley that we serve were happy or very satisfied with our service. That's something that we can take to the bank and that's something we're very proud of. And we hope to have the opportunity to continue that service level and that service history with you for many years to come.

And again, my point is simply this. You, as a body has the discretion, you have the right and you have the authority to grant this extension based solely on our past performance. And that's what we're asking you to do. Take that into consideration. And again, I'm asking you not to get blind sided by the rhetoric and the misinformation that's been disseminated over the past several weeks. Look at our company in total. Look what we've done for this community. Look what we -- have promised. Look what we've delivered. Now aside from the capital issues that I mentioned, we're a huge, huge contributor to many charities. Mr. Brown alluded to one. We're a participant in this community. We're here to stay. We're not an interloper coming in looking to take a slice of the pie, the most lucrative piece.

We pay significant franchise fees, not only to the City but the other entities we serve. Not only for the service, but also for tipping at Apex. Some of these folks are going to stand before you after me, ask them that question, if they do that. I'll give you the answer, it's no.

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And what I'd like to do is reserve, as I indicated at the outset, just a few moments to -- rebut some of the commentary that I'm sure we're -- going to hear. And I offer Mr. Mounter to you for questions. Again, he is a noted expert in this area. He's well versed in municipal liability or potential liability and he's prepared to address any questions you may have. Thank you.

COUNCILMAN REESE

I guess, excuse me, if I could, Mayor Pro Tem. I just have a couple comments, couple questions. As long as the expert's here, we'll just say 10 years down the road if a fume comes up from this landfill, is it possible then, is this what we're talking about as far as the City's responsibility? If -- an odor comes out of that landfill 15 years from now, 10 years from now?

ROBERT GROESBECK

Well, Mr. Mounter?

TOM MOUNTEER

Under the statute, there are several categories of parties who are liable. Folks who arrange for disposal of trash are liable under the statute. There's caselaw that establishes that. So theoretically, there is. Now I think the deal that Silver State has struck addresses that in part.

COUNCILMAN REESE

That's, but I want that on the record though is that we wouldn't even if there was an odor come up, that we wouldn't be held responsible for that?

ROBERT GROESBECK

Well, the language contemplated gives you that assurance. No matter what should arise, any unknown with respect to Sunrise, we would assume responsibility.

COUNCILMAN REESE

But I want that on the record though.

ROBERT GROESBECK

And it's there. And that's a fair question.

COUNCILMAN REESE

Okay. And another -- thing you mentioned, you said that there's two transfer stations that are going to be on-line this year, in the City of Las Vegas?

ROBERT GROESBECK

Correct. Well, not in the City limits of Las Vegas. One is in Sloan and the other's in Henderson, City of Henderson. And again, those two facilities is going to allow us to centralize our operation. The problem we have now with the phenomenal growth in the Valley is our drivers currently, all of them, service the community through one facility, Cheyenne in North Las Vegas. Upwards of two hours a day

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our drivers spend on what's called windshield time, getting to and from routes. It's very inefficient. It just doesn't work. What we're going to do with these two new facilities is to actually move a portion of our fleet to those sites and service out of -- those facilities. And as the Valley continues to grow, the Northwest obviously is a very important area for us now, we're going to look to siting similar facilities out there. And --

COUNCILMAN REESE

Okay. Now, you say that the County has an extension until the year 2035?

ROBERT GROESBECK

That's correct.

COUNCILMAN REESE

And with the extension, say if the City Council approves it today, would be extending your contract with the City until the year 2021?

ROBERT GROESBECK

That's correct, Councilman.

COUNCILMAN REESE

Okay. I also, with the other Councilmen's indulgence, it says I think in the agreement that you're going to give the City, if the extension is approved, \$5.5 million for a transfer station or other use that the City may have. And I -- think that I would like to just see the transfer station removed out of the agreement and allow the City to use this 5.5 or if we could talk you into 7.5 or 8.5 monies to be spent on parks in the City of Las Vegas.

ROBERT GROESBECK

Councilman, we have no objection in removing the transfer station language in the current draft. It can be used for any purpose that the City Council deems appropriate.

COUNCILMAN REESE

Okay. I would like to see that in the motion, if a motion is so worded then. I also would like to hold any other remarks or questions I might have for a later time also. Thank you.

MAYOR PRO TEM McDONALD

And related to that, Mr. Groesbeck, Henderson gave you a 10 year extension?

ROBERT GROESBECK

Correct.

MAYOR PRO TEM McDONALD

For the record again, 10 year extension and a transfer station, in exchange for a transfer station.

ROBERT GROESBECK

Correct. And it was tied into some other issues, obviously we're working on --

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MAYOR PRO TEM McDONALD What date was that?

ROBERT GROESBECK It was in November of last year, I believe the approval was granted.

COUNCILMAN REESE When did the County give you their extension?

ROBERT GROESBECK About the same -- Well, actually the County's extension was about the same time. They fell within several weeks of one another.

COUNCILMAN REESE That was never made an issue in the -- County, in the newspapers or --

ROBERT GROESBECK On the extension?

COUNCILMAN REESE Yeah.

ROBERT GROESBECK Well, the most recent extension, I'm sorry, that -- you're right, that was several weeks ago, or a month ago. No, very scant media attention.

COUNCILMAN REESE Yeah.

ROBERT GROESBECK I'm frankly surprised that --

COUNCILMAN REESE See that's, I never -- even realized that it happened, I guess.

ROBERT GROESBECK Well, it was a good deal for the County. And I submit that it's a good deal for the City.

COUNCILWOMAN McDONALD Mayor Pro Tem, just one comment, since we're on the topic of transfer station. One concern I would have is if we remove the language that, if at a future date, there was the need for a transfer station, Silver State wouldn't come to us and say we need to, you know, raise your fees or hike the rates because you used your five and a half million for a park. So, we have that assurance.

ROBERT GROESBECK Well, I'm here to commit to -- I -- will give you that assurance on the record that in the event that money is used for parks and in the event that it's determined that a transfer station is needed within the City limits of Las Vegas, I can assure you if those monies have been spent

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elsewhere, we will assume fully responsibility for all cost associated with developing and operating a transfer station in the City.

COUNCILWOMAN McDONALD

Thank you.

COUNCILMAN REESE

I guess, Councilman McDonald, I didn't want it on the record that we had to use this money for a transfer station when to me the need right now is for more money in parks.

MAYOR PRO TEM McDONALD

We'll come back after rebuttal. And further questions, further comments.

ROBERT GROESBECK

Thank you.

MAYOR PRO TEM McDONALD

This is not a public speaking. I don't have a -- due to the mass, numerous exposure we received from the media, we will open this up for public comment. Keep your comments brief if you can, please. By all means, we welcome it. You'll be set on a timer. When it's done, please respect the time of others and surrender the microphone. Morning.

JUANITA CLARK

Good morning, Honorable Mayor, Councilmen, I'm glad to be able to say Councilwoman instead of the mouthful that was proposed at the last meeting. And how great it is to have a City Manager to be the standard all through the changes that happened in elections and so forth and so on. It's very -- exciting.

First of all I'm going to address some issues that happened prior to this. There was --

MAYOR PRO TEM McDONALD

Juanita, your name and address. Name and address.

JUANITA CLARK

Juanita Clark --

MAYOR PRO TEM McDONALD

I know who you are.

JUANITA CLARK

Charleston Heights Neighborhood Preservation Corporation, these days, 137 Lorenzi, for myself. There was an award presented to Lori Kennedy. We would just as a neighborhood organization add our accolades to her in the manner, the impartial manner that she conducted that. So, some words that were used by the Councilmen this morning, I feel weren't, did not identify precisely what the committee, the title of the committee as the U.S.95 Citizens

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Review Committee and it was not for the expansion of U.S.95 necessarily. I hope that was not the major -- criteria, that wasn't a Freudian slip.

Now, to Item -- Number 4. This has been a contention for me ever since I moved to Las Vegas; which has been a long time ago. That there were three months advance payment by the citizens of, for their -- trash pickup. I felt that this was absolutely unheard of and protested in my minor little way about not paying my bill until the end of the three months. Well, you know what happened to me then. So, and I was also sent along with that an ordinance from the City of Las Vegas that indeed there is an ordinance that they're allowed to do this. This is of great concern to me that someone is given, that there's an ordinance, there's an agreement with the City ahead of time, I believe Henderson also has the same thing. The other entities, as far as I know, do not.

I feel that the money that's bantered about up here. The money didn't come from these individuals any way, any other way than it came from me. They have to get it from the people who use the trash pickup. And whether or not I use that, I still am required to pay up. So I'm -- protesting the three months advance payment that the ordinance gives to them, gives to a company.

And of course, the monopoly that a company has. We've heard this morning from a young man who was one, who has achieved in -- athletics, I guess we'll call it, the dirt bike area, and when he thanked the people that he thanked, he did not thank public organizations or government organizations. He thanked individual business owners. And these individual business owners I feel need to be able to operate in that manner. As soon as an individual business is given a carte blanche to a million population, over a million now we are, to -- and then -- the contract is, contract is extended and extended and I can see that the need is there to -- do business, but you need to know that there's a possible future. So I would say to assure my future in this community, I continue to improve and upgrade and maintain and I feel that Silver State indeed has done that.

However, to give a contract of this magnitude, of this length of time, extension beyond -- the law, I feel is really not government of the people. I was going to preclude this by -- reciting the preamble to the U.S. Constitution, -- pardon?

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MAYOR PRO TEM McDONALD

No, please. Please don't -- Your time is up, Juanita, would you wrap it up.

JUANITA CLARK

Thank you, thank you. I will not. But we know that it does start with we, the people, not we the Councilmen. But you were represented to, voted to represent us. And I will just ask you to keep that in mind that repre -- the good of the people is not to extend a contract for this length of time. And also I note on the -- agenda that it said approval, right up front. I think that we need to have some input and some discussion on that. And that concerns me too. Thank you.

MAYOR PRO TEM McDONALD

Thank you. Mr. Christoff.

CHRIS CHRISTOFF

Good morning, Your Honor and Council and City staff. My name is Christoff and my address is 335 West Cincinnati, now being called and recognized as the City of Las Vegas city dump. We have a concern that effects a million point 3 people. We have a contract that has never been seen or only by maybe a dozen people, reviewed, checked. And these legal people, as I don't see him here, he left, Mr. Brad Jerbic, told me many months ago when we had some legal concerns and matters like this. I said, Counselor, who do you represent? The people or the staff and the City Council. We represent the staff and City Council.

If we're not going to have an independent stand by us to give from a corporate firm, to give a full concern of this monopoly contract similar to the one that we just got rid of with Las Vegas Transit, many years ago, then we're going to have a behavior of and a lot cost factor of legal dialogue laid down the line for the next 21 years. The people have a right to be able to be concerned on a contract that's not one billion point five but over a period of that many years with what this lovely lady said could be over three billion dollars.

You don't see it, but other people add it up. They're very educated. You have a great educated taxpayer base of people who are concerned that their property and that's going on for the next 21 years. If you don't table this and have the people's rights protected. And due to the fact that the County do not protect the people on legal matters like this, but only their staff and their Commissioners, as well as the City, then we are in for a big shock. We have a right to stand up to question these things.

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We have a new Councilwoman who should not even (inaudible) but listen, but to abstain. We have two City Councilmen who since November of 1998, with the owner of a place called Padded Pub had various different engagements as well as some other clubs within the area. This information is -- what we call statements to the fact that people that work there gave that information voluntarily.

I ran for City Council. This is a book that gives to everybody who runs for office. This book has outlined the behavior and gives you a little guideline to not be involved as a lobbyist represent a big companies while you are running for office. But yet, it is all right to give 38,000 or 40,000, it's all right to have friends for the past nine months and draw up all kinds of decisions in backrooms and different establishments.

I, as a taxpayer, like many thousands and they could not be heard because of the conditions of the weather as well as they don't have the opportunity I do to question our legal representation on this contract. I believe that we have a free enterprise attitude in this State, and in this County and this City. As our Mayor has said, over and over, we want to give everybody the right to bid, the right to represent their company equally. Doesn't matter what perks they promise people or what they're going to do in 10 years from now. Today is the day and next year will be an attitude that we're stuck with a contract that we have to fight to get rid of. Nobody wants to blame any individual person on this committee or on the City Council. But if you don't take a legal responsibility or an independent legal research of this whole contract and see where the people are coming out 110% --

You know, we talk about a five and a half million dollar for parks and recreation or even ten million, as I spoke to Councilman Reese last week. That don't mean nothing when the company's making \$3 billion plus interest on deposits for the next 22 years, I think some people in this crowd as well as what the t.v. watchers are scratching their heads saying can we trust these monopoly contracts of 20 years? And we just went through a couple of them and got rid of them.

So I want you to think before you make a decision, both two Councilmen, Councilman Reed (sic) and McDonald, Pro Tem, that you should abstain for the next six months. Give

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the other two new City Council seats that represents the new areas that are going to be put together and let's have a full body of people who will do the homework and represent their Wards. And if you don't, I'm pleading with you now, with the people of the City, give them the grounds of concern to make sure that they are protected. Thank you.

MAYOR PRO TEM McDONALD

Thank you, Mr. Christoff. Mr. Maviglia.

JOE MAVIGLIA

Joe Maviglia, 5422 North Las Vegas, sometimes the thorn in the side of this City Council and the County Commission. And they want me to go back and do my complaining to North Las Vegas, 'cause that's where I live.

MAYOR PRO TEM McDONALD

We like you here.

JOE MAVIGLIA

But I'll not do that. I'll be here with bells on from time to time.

MAYOR PRO TEM McDONALD

Ladies and gentlemen -- Sorry, Joe. We're not going to allow catcalling, from the audience. If you wish to speak, come up. If not, you will be removed from the audience. It's only fair to the speakers. So any more catcalling, you will be removed by the marshal. Sorry, Mr. Maviglia.

JOE MAVIGLIA

I want that time taken off my three minutes.

MAYOR PRO TEM McDONALD

Go ahead, start over again, Roni. Mr. Maviglia, go ahead.

JOE MAVIGLIA

Okay. I really had no problem with the extension of the contract, simply because it's already cut and dried. You and Councilman Reese and Councilman -- the new Councilwoman McDonald, --

MAYOR PRO TEM McDONALD

A woman.

JOE MAVIGLIA

-- is going to vote this contract in and we all know it. We all know it, so let's get on with it. But, that's my opinion and I'm sure that's what's going to happen. Now I've been monitoring City Council and County Commissions for quite some time, quite a few years. I have agitated, irritated, been handcuffed, thrown out of meetings, been arrested and thrown in jail, and just about everything that could be done to intimidate me to go away. And you can be sure as hell, and I'm sure there is one, that that ain't going to happen. I'm going to be here and I'm going to hold your feet to the fire when I think you're out of line, whether you like me or not; all right?

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I may like some of the things you do and I may not like some of the things you do. And when I find that you're stepping out of bounds and violating the public trust, I'm going to come at you with both feet. Maybe the people'll listen. And maybe because of it, you'll respond and behave yourself. And be the conscientious public servant that you're supposed to be. At least that's my hope.

Now getting back to this contract for getting five and a half million dollars for parks. Yeah, that's a good reason to vote this contract. But my concern, as I wrote a letter to the -- to Your Honor there is not so much the contract is the control of the charges that the people will face in the future in regards to their trash service. If this entity is in a position where they can come and carte blanche this Council and the County Commission to raise the rates at their discretion because of a transfer plant or a five and a half million dollar donation for parks, then we damn well better think this thing over twice.

Now. But if you're intelligent enough that it seems, and sometimes you're not, for example the Sunrise Mountain trash dump, that there wasn't some bond or insurance put in place for a disaster that might happen which occurred, in your future contracts. And hold this company liable to that disaster that might happen, say for example Apex and the grounds water comes in and destroys our water supply. Things like that that sometimes you seem to overlook simply because of the expediency of the monopolistic concept that's been going on in this town since I entered this town.

Now, fortunately enough I love this town. I raised my kids here and I'm proud of the majority of the accomplishments that this town has accomplished. And I believe that with the right ingredient and -- excuse me, bitching and complaining by us gadflies, we might hold your feet to the fire and make you responsible so that you're not buying off and paying a favor because of a five and a half million dollar toke for parks or the like. Now that's the issue before this Council. It was the same issue before the County Commission but the County Commission put it on the consent agenda and pop, it went. And it was attempted here and it would have happened had not the people in the media come in and said hey, whoa. And that's what I say. Hey, whoa.

MAYOR PRO TEM McDONALD

Actually it was Councilman Brown had a question, say hey, whoa.

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JOE MAVIGLIA

Yeah, well -- He's a very astute fellow. So are you.

MAYOR PRO TEM McDONALD

Thank you.

JOE MAVIGLIA

Despite what sometimes I think about you. You too, and this young lady and this guy right here. I have so much faith in this guy right here that if I ever catch him abusing in that public trust, which I'm sure he's not going to, I would jump on him with both feet too. And he knows it.

MAYOR PRO TEM McDONALD

That's a lot of jumping. We got to get going, Joe.

JOE MAVIGLIA

Okay. Anyway, vote the thing, but put in some good financial controls so the people ain't ripped off down the road on their fees and some insurance and bonding that is going to make them responsible for the fiasco that happened because of our area and the -- flood. And I'll leave you with one last note. That dump up there is producing a maximum gas source of methane gases. They could put up there, as part of the situation, a electric plant run by that dump.

MAYOR PRO TEM McDONALD

Methane gas?

JOE MAVIGLIA

Like they -- yes, like they're doing in some other parts of the country. That's something to consider and I wanted that put on the record.

MAYOR PRO TEM McDONALD

I'll ask them when they come back up.

JOE MAVIGLIA

Any way, vote it in and let's get on to the next one. Thank you.

MAYOR PRO TEM McDONALD

Thank you, Mr. Maviglia. Yes, Sir?

RICHARD ZISER

Yes, Richard Ziser, representing Nevada Concerned Citizens, 7595 West Palmyra Avenue. I like to just address, and I'm sure, don't know if you received my letter over the weekend; if you haven't, I have copies, addressing several of these issues.

And the first one is the -- problems with the EPA order and a lot of the information that's been bantering about in the press regarding that. Our concern is -- the -- image out there as to the reason why you're saying we have to get this thing done right now. And I've noted in here, in the letter, that the problems of the, of rushing into an agreement and I

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believe at least a couple of the Councilmembers in the press have made statements that they are concerned that there might be a liability. And my only concern there would be that if the City, that if you as Councilmembers believe or don't believe that Silver State or Republic Silver State is going to fulfill their obligations for that order, then how can you possibly allow them to have another 15 years on a contract if you don't trust them at that point.

The second item is, which our friends from Republic said that no one had mentioned, the five and a half million, that is a concern to us and for several different reasons. But first of all, there -- is an appearance that somehow they're buying a contract for five and a half million dollars. That's improper, to -- have that appearance. It's also improper, in fact, in the -- contract it states that you could, that the funds will either be used for a transfer -- station or for whatever use the City might deem necessary. If there's a need for a transfer station, then let's get a transfer station or two or three or whatever's required. By, if the five and a half million dollars is used for any other purpose, then something that's related to Republic's duties to this City, be it collection, storage or disposal of garbage, then it becomes an indirect tax to us as citizens. If we need money for parks, then -- get money for parks somewhere else. But it is not proper because, and if you understand that concept, that you're having Silver State collect the tax from the citizens through the fees that we pay. That is an improper way of doing City business. Go to the citizens and ask for more taxes if you need it. Go to the State. Whatever it is, but the -- use for park funds for any other purpose other than related to the contract, you just shouldn't be doing that. It's improper.

The -- third item is in regards to, and I know legal counsel has said that -- the contributions is not a problem. I understand that all campaigns have to be financed in some way. And there's, conflict of interest is not -- a bad thing in and of itself. It's how you handle that conflict. And the only thing that was of great concern to us is that somehow this item got put to the consent agenda. And when something gets put onto a consent agenda, that means it's just going to fly on through, without the kind of discussion that we're trying, that we're having right now. And just the concept as -- representatives of the citizens of this City, you guys need to -- avoid even the appearance of conflict, in order to protect us as citizens. And that's -- really crucial.

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So as we -- move through this, and you -- can understand that there was an appearance of conflict when it got put on the consent agenda. So any way, there's -- there are varying levels of conflict there, but we'll -- move on from there.

The other item is that our organization also stands strongly for -- competition and the right to work and a lot of other freedoms that are out there. And you guys will have an opportunity in a couple of years, if you just wait and see what's happening and see what's going on around the rest of the country. And there are other cities that you can use as examples that are going to competitive methods in this area. So I'd just ask you to -- sit back and take a look at some of these other methods and if we can get a competitive system in here, that's always best for the people. And thank you.

MAYOR PRO TEM McDONALD

Thank you, Mr. Ziser. Good morning, Sir.

ROBERT DORINSON

Rob Dorinson, 9501 Coral Way in the City of Las Vegas, 89117. I've a brief statement. From time to time an issue rests at the mercy of a local governing body of which the consequences are so vast that it is difficult to completely measure the ramifications. Today you hold power of immense magnitude. Today you are being asked to make a decision that will affect the lives of every single person in this community and those who will come into this community for many years to come.

Now, Mr. Mayor, Councilmen and Madam Councilwoman, you who have been empowered by the people of this community have the rare opportunity to make a real difference. My name's Robert Dorinson and I'm here representing the Nevada Recycling Association, which consists of over 15 companies that play a vital role in collecting and recycling waste in Las Vegas. Due to the franchise contracts now in place, our members must serve our customers while surviving the competition-killing effects of these laws and contracts. We believe that extending this franchise contract coupled with the Silver State's proposed revisions to the solid waste ordinance will have dire consequences to our representative companies and the customers to whom we provide these services.

Today you have before you the decision whether or not to extend the contract of the local garbage hauling monopoly.

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This -- rush to judgment is unwise. Why the sudden sense of urgency to extend the contract that has not been tested through a formalized bidding process? Many other City services are contracted in this way. Why would you reward a company with a lucrative extension when they're in violation of their existing contract? If the maintenance of that landfill is their responsibility, when they bought that company, I would say their performance is in question, gentlemen and lady.

Any other company that had contracts with the City that had such violations would not be so treated. There's no emergency insofar as the public interest is concerned. It is difficult to understand any rationale which supports any other action than for the City of Las Vegas to completely test the waters, to make sure that the very best pricing service and environmentally protected results are assured. And if the franchisee is claiming that their service and their prices are the best in the west, they should have no problem and feel very confident in an open bidding process.

Before approving to extend this highly profitable and exclusive contract or approve any revisions to other ordinance, take the time to insure that fair representation from a responsible, properly balanced cross-section of recycling companies, waste companies, environmental experts, citizens and businesses are included in the process. This is the American way of people. Times have changed and so has the race to recycling industries. In recent years our own Nevada Department of Environmental Protection has established waste and recycling goals and regulations. Let's evaluate how we're doing. Let's evaluate the performance of the franchisee. Let's study the effects of the franchise agreements and ordinances, both now in place and those being reconsidered. And the effects on the environment and let us design measures which better achieve our environmental and other goals.

It's the American way. A normal and nature thing to shop for the things we purchase. How will we know if this contract extension is such a good thing for the citizens of Las Vegas if we don't hear from other service providers? When the whole world is enjoying the numerous benefits of deregulating the monopolies, why should the citizens of Las Vegas be left out?

I came to Las Vegas 18 years ago with 2 trunks and a suitcase. And I came to Las Vegas because of the growth

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and opportunity here in limited entrepreneurship and risk takers. Today I've built a successful business by serving my fellow citizens. I'm rearing two lovely daughters here and teaching them the virtues and blessings of living in this vibrant community. Eighteen years ago I had a dream. Today I still believe in that dream. Please do not kill that dream. Do not choose to stifle free enterprise and free choices for our citizens. Do not deny your constituents the time and opportunity to completely debate this very important issue. Times have changed. The people of Las Vegas deserve more than a continuance of the age old status quo. So, please don't expand or amend, but let a new era in Las Vegas begin. Thank you.

MAYOR PRO TEM McDONALD

Thank you. Ms. Turner.

BEATRICE TURNER

Beatrice Turner. You know, when I opened up my Silver State bill, they had a -- they had this in here, say public notice. Public notice (inaudible) going to go up over your garbage bill; okay? But now something as important as this, and we're paying garbage bill, you put this under the consent agenda. That's why a lot of people is not here 'cause they feel they was not going to be able to speak on this. This should have been opened up from -- for the public to speak on this, from the County and from the City.

Now if you live in the City and you -- don't pay your garbage bill, they work it out with the City to put a lien on your property. If you live in North Las Vegas and you don't pay your garbage bill, it come on your water bill. So you don't pay your garbage part your water going to be shut off in North Las Vegas. And something important as this, it should have been opened up to the public to hear public view on this. Not just put on the consent agenda, rang it up here and we know how you'all can stand up to approving.

I want to give it to you, Councilman Brown, for abstaining from voting and you too, Mr. Oscar Goodman, because this -- they ain't going to give them a contract for 21 years. You won't be here, sitting here, in 21 years. We the ones going get, this going to be our problem when you'all long gone. 'Cause at the rate you're all going, you'all currently going have a problem.

And, dear Mr. McDonald, when I was sitting out here, you made the comment I make another catcall you going to call a marshal? Is going to be many days, baby, you going have to call the marshals. Do believe that. And don't believe the

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marshals don't put no fear in me. When it come to something that I know I have to pay for. So you can call a marshal all you want.

MAYOR PRO TEM McDONALD

That's why we want you up here. No, we want you to -- come up here and speak. That's the point. So, I do believe. I've seen you up here. I do believe.

BEATRICE TURNER

And do believe, I've been doing it before you came here and I will be doing it when you long gone. And when you long gone.

MAYOR PRO TEM McDONALD

I do believe. I believe you will be. I've seen you for so long. But you will respect the Mayor, that's all I ask.

BEATRICE TURNER

The man didn't have no problem with it, you did.

MAYOR PRO TEM McDONALD

Respect the system, Ms. Turner, that's all I'm saying. If you don't, that's when you'll be gone. That's all I'm saying. Yes, Ma'am? Please.

LUCILLE LUSK

Thank you. My name is Lucille Lusk. I reside at 6624 Celeste Avenue. And I'd like to begin by congratulating my former adversary for her seat on the Council and I'm delighted to be able to say Councilwoman as well.

Most of my concerns regarding Item 4 have already been expressed and I won't repeat those. But I do want to add my voice to the request to table this item until a more appropriate time near the conclusion of the existing contract. I want to make one comment. If a financial gift of \$5.5 million or any other amount is to be a factor in awarding such a contract, at the very least that should be open, openly discussed at the time of a request for proposal so every company involved can compete on a fair and equal basis.

I do want to thank you for taking this item off of the consent agenda so that you can hear from the citizens. I appreciate the courtesy that you've offered. I was somewhat distressed at the comments made by the Republic Silver State representative at the very beginning about the -- screaming and yelling you would hear and the questioning of our motives even before they had heard our comments. Having lived 24 years in the City of Las Vegas, my motive is -- a simple one. I would like the City of Las Vegas to be the best it can be. Mr. Mayor, I congratulate you on your election as well. Thank you.

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MAYOR PRO TEM McDONALD

Yes, Sir?

CHESTER HAMILTON

I'm Chester Hamilton, 3713 Riviera Avenue, 89107. First want to make comments on the representative from the new company, Republic. The first thing is the company is not bonded. You have a number of subsidiaries involved in your contract that you've submitted here. As our new Mayor, Mr. Goodman's quite familiar with that bankruptcy is a very, very common used and misused device for avoiding commitments. Not having bonding, adequate bonding, there is one small bond involved up to a quarter of a million, which is not adequate even for one month's advance payment.

The gentleman from Republic did not mention all the fringe benefits that co-generation in the near future can develop. It did not mention a salvage value that they're gaining from the pickups. They have their own salvaging company located several blocks north of -- Cheyenne. It's very well run, nice looking salvage operation. They're using many mirrors and smoke screens to cover up a lot of fringe things that are involved here. No mention was, of the salvage value, the income from salvage, the reprocessed residue.

I mentioned the bankruptcy deal, which a subsidiary under subsidiary under subsidiary does not bother the major companies, the major corporation. In this case, the one that's involved with the landfill could very well escape all liability. Now landfills have been used in California. I'm quite familiar with the City of Industry which built a good size hill. They have a major, the only major hotel in the City is built on top of the landfill. Surrounding their landfill is the only major golf course in the City and it's profitable. The land -- the hotel is also operating a good portion of their kitchen off of methane recovery from the landfill.

Reading the big thing in reference to the disposal plant, the disposal up here that's the problem, it appears on the surface, and I've not examined it, I've got a background of industrial engineering and I'm quite familiar with many recovery systems that are in process today. I don't know the detail, but it appears to be much of it is bureaucratic paper that is -- more involved than the actual process of handling the problems. I do not know what preparations were done, but at the time I assume they were the latest methods at the time the landfill started.

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In that big resume on the problems over there, hydrogen sulfide was one item that was brought up. Hydrogen sulfide is a major, not a major, but is a natural occurring noxious gas. I've never heard EPA trying to control the hydrogen sulfide coming out of Yellowstone geysers up there, but it's been there for years and I don't think the government's going to do much about changing it. It is also common in many other areas, maybe not as plentiful.

Getting back to the main thing I'm here for, I'm not aware of any other public utility where charges are in advance of services rendered. I'm not familiar with of any public utility that charges a service not rendered. Not normal for utilities to create fire hazards that you can't do anything about. I've reported several of them to the Fire Department.

Labor is our biggest cost item, I believe, whether it's in city or in private industry. We're using obsolete equipment for the collection of Silver State and its successor. I've never seen a single man operator, single operator truck in this area. I've never seen a side loader in this area. I've never seen a right-hand drive in this area. I've never seen a standup operator on the right side or dual drive. These things are costing us probably 25% of the actual cost of -- collecting the refuse. If we had a good study on the economics and evaluation, as an industrial engineer would, I think that statistics would indicate that our charges are quite excessive.

Areas that are much smaller have rates that are either comparable or lower and yet the benefits of a million population can reduce your costs another 20% over what a operation of 10,000 or 25,000 village or city. In California and I'm quite familiar with and I have some data to substantiate that.

There's a good potential for co-generation. Science is developing new methods and new technologies and I don't find anything in your contract that will benefit the taxpayers or the parties involved in here, to benefit from any improvements in technology.

MAYOR PRO TEM McDONALD

Sir, could you kind of wrap it up. You have, we have two other speakers behind you.

CHESTER HAMILTON

Okay. We have this, our new Mayor who is the first attorney we've had. He's one of the best known in the country and

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he's done magnificently well for his clients. Hopefully, he will contribute to his new clients in the form of residents here in our area and will investigate many of these allegations of -- poor business practices and contract that would not be acceptable to any good attorney today. Thank you.

MAYOR PRO TEM McDONALD

Thank you for your comments, Sir. With respect to time, we'll make this the last two speakers, if we could please.

LARRY HENNON

Good morning, Mr. Mayor, Mr. Councilmen and Woman Councilman. My name is Larry Hennon, 2745 North Nellis. I'm with the Nevada Recycling Association. I'd like to commend Rob Dorinson on the words that he had already spoken to you people and also ask you gentlemen and lady also to table this item today, bring it back to your Wards; ask the public, get their opinion. This week I e-mailed each one of you and I faxed you some information also on competitiveness throughout the -- waste industry. I hope you've read those. I hope you have read those. I mean I tried to get as much as I could to you people the last couple weeks. And like I say, please -- table this. Bring it back to your Wards, talk to the people before you even do anything with this. Thank you very much.

MAYOR PRO TEM McDONALD

Thank you.

DIANA CUMBA

My name is Diana Cumba. I want to thank the Council for allowing me to speak for a few moments and congratulations to Councilwoman McDonald. Nice to see a woman minority on the Council. Right now my concerns and one thing that has not been shared by this Council is how many minority employees are employed by private companies that are the construction cleanup companies, that also landscapers, drywallers, anyone that's hauling. The majority of the people that are employed right now are minorities. What are we going to do with them? Where you going to put them? Okay?

My concern is myself, as also, I'm also a minority. I'm employed here too. One thing with the Council, this is my second visit. One thing Mayor Goodman had said and I really loved it, you're very human, you care about the employee, you care about the family unit. Everybody showing concern and rewarding people for their good work. My concern is not so much with the Silver State and the monopoly, is okay, gentlemen, what are we going to do with the average joe or the average person like myself that I'm employed, that I'm working. Where are we going to go?

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Especially today, right now, the family unit, he becomes a stronger employee, he becomes worthy, he's a good citizen, hey we're promoting things. Where are they going to go? Is Silver State going to employ all these people that will be out of work?

My concern right now is that we have not had the opportunity, and I don't know if the Council has had opportunity to read the existing franchise agreement. The existing one, today, let alone the Silver State proposed one that certainly will create a total monopoly, including every kind of debris that there is here in Las Vegas. I'm only asking please to at least consider what effects are going to be, not just for the monopoly or rather the creating of the transfer stations and all that, because that's all part of their franchise agreement, if I have read it correctly. All I care is that right now that we check we check all the facts and try to at least table this to where perhaps an even counsel, an independent counsel can really check the true facts on it. And right now my concern is there are a lot of people that are going to be unemployed and I don't think a survey has been made to find out how is it going to effect all of us.

I was on the Telemundo Station, I've been on 101.5 radio station, Fox 5. We're all saying okay, what do we do now? And I just pray that you guys will at least consider it and table it and be able to at least get some more information on it. I thank you for your time.

MAYOR PRO TEM McDONALD

Thank you.

MAYOR GOODMAN

Thank you.

MAYOR PRO TEM McDONALD

Mr. Snowden.

ANTHONY SNOWDEN

Yes. Good afternoon, Mayor, City -- Good morning, it's still morning, Mayor, City Council. Thank you for the opportunity to speak. It's very important, you know, since we live in a democracy that everyone has the opportunity to be heard and to be recognized for their views and their concerns. And I think it's also important in democracy that we have some type of reliability in the behavior, in the motivations, in whatever areas that our elected officials are going to move in is based on the fact that they want to do the will of the people rather than to, shall we say, play to the powers of money and influence.

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With any respect to this particular item on the agenda here today, I think that what it shows is that the number of people that have gotten up here today demonstrates the fact that the public has a concern. And again for democracy to work effectively, the constituency has to know what's going on. And I don't see, based on the information that we have today, any reason to rush into an exclusive contract with Republic. The gentleman got here and he said about the money figures, the \$5 million and the costs they're going to do other stations here, there and the other. But in doing business, you have to put out a certain amount of money. If your track record already speaks for itself and you already know that you have the best product out there, then people are going to recognize that and they're going to continue to use that. So I don't think that in this day and time that it's necessary for us to eliminate the possibility of any future companies coming along that might be able to give us a little competition, to make it fair onto the consumers and the people that's out there who are generally going to be effected by this thing.

We talked about monies and this gentleman also said that he has put monies in various places here and we have to overlook the fact that he's contributed to campaigns. Mayor Goodman, you're an honorable man, very honorable because you disclosed and abstained yourself from being involved in this. Councilman Brown, I applaud you. I always respect you because you the fact you're willing to stand on what you believe in. But for the remainder of the people that's here, I think that since we did receive some type of monies and it does give the implication that there, they may have bought this vote, I think it's important that we ought to wait before making any decision on this matter. To allow the two additional Council people who are coming on-line. To more or less broaden their proposed Wards and to poll the people, have hearings and let the people's voice be heard. So they can in fact represent the people.

So I'm requesting that you hold this item today until which time you get your other two City Council people on-line and you make a general good-faith effort to go out there and solicit the people's opinion, because they're the ones going to be adversely effected by that. I think that in a democracy when you elect people to represent your concern, that's important to do. And I just hope that you would do the right thing. Thank you.

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MAYOR PRO TEM McDONALD

Thank you, Mr. Snowden. Mr. Groesbeck, also going to have the professor speak.

ROBERT GROESBECK

I'll have Mr. Mounter up, if you need him. We'll just keep him out of the seat. I'd like to say initially, or apologize to Ms. Lusk. My intention was not in any way to demean her or to prohibit her from making comments. That's her absolute right and I appreciate that. My comment was directly solely to our competition and you heard several of them. But -- that's fine. And, you know, Mr. Hennon and Mr. Dorinson raised a number of points, some of which need to be corrected.

But before I go there, I would like to point out that the comment was made what'll we do with our employees. And I guess the madam speaker was referring to employees of the Nevada Recycling Association, many --

MAYOR PRO TEM McDONALD

Well, part of the question I had on that also --

ROBERT GROESBECK

The vast majority of our work force is minority.

MAYOR PRO TEM McDONALD

Do you have a percentage on that by chance?

ROBERT GROESBECK

I don't have a percentage off my head, but I'd say it's well over 50%.

MAYOR PRO TEM McDONALD

How many employees do you employ?

ROBERT GROESBECK

We have about 1600 employees and we're very proud of each and every one of them. They work very hard, they do an excellent job and a very tough job, I might point out.

COUNCILMAN REESE

Well, if I might inter -- just ask, along that same line, Diana Gumball (sic) when she come up, she alluded to with this new contract, that -- it is reached, that there's going to be a lot of people unemployed. And I would just like to --

DIANA CUMBA

Yes, Sir. The -- see, I think what it is, Sir, is that there is a proposed ordinance by Silver State, in fact, I have mine here with some notes on it. Right now, at this point right now, the existing franchise agreement, right now the construction debris companies can, are still doing business. Obviously as you know, they've been given their business license, and correct me if I'm wrong, since 1990. These companies have been here for many, many years. Construction debris hauling has been done for a long time.

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Now the -- problem that I'm having is or rather that was existing was concerning the tipping fees.

Bear with me, this was before my time. They told me that the tipping fees were at a certain rate. Now let's say a compactor, for instance, we bought some compactors to help to reduce; to compact it, to take it to the Apex. Well, that dump fee -- was \$164, that's what was paid. I have receipts for that. The next thing you know, we take it again, one week later, and here I have six hundred and some odd dollars at 3 to a 4 ratio. So, right now, the way I'm seeing this right now, Sir, by the existing franchise agreement, construction companies can still do business.

With the proposed ordinance, this specifically states that all solid waste and recyclable material must be hauled by the franchisee. Now, right now at this point, there are companies that are still employed, and yes, Sir, I understand with Silver State they have minority workers and yes, I respect that wholeheartedly. But please understand the minority workers that I'm talking about maybe barely have a second grade. They're not drivers. They don't have Class A licenses. They're laborers. They're sweepers. They're people that are trying to make a living.

COUNCILMAN REESE

Okay, Ma'am. I -- think we understand now. Allow Mr. -- Groesbeck to answer that.

ROBERT GROESBECK

Well, I don't know where to start, Councilman. The document she's referring to is a draft was provided the County some time ago. It was an initial draft. It's going through -- I would point out one inaccuracy that the -- young lady's pointed out. We are not in any way interested in abolishing the C&D business and somehow developing complete control over that aspect of the business. If that were the case, we'd be competing now. What she doesn't want to acknowledge is the -- proposed legislation, which is already on the books and needs to be followed is that the waste that is generated at construction sites be hauled to the Apex Landfill. Right now --

COUNCILMAN REESE

But that has nothing --

ROBERT GROESBECK

-- that waste, a large part of that waste stream, keep in mind, tipping fees are paid on every -- ton of waste that go into that landfill. That waste is being diverted under the

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guise of recycling and shipped to Lincoln County, put in a tub grinder and thrown across the desert. And they call it some type of soil amendment or a mulch.

COUNCILMAN REESE

But that -- has nothing to do with the agreement, the extension.

ROBERT GROESBECK

I agree, nothing whatsoever.

MAYOR PRO TEM McDONALD

Right. So let's not have a debate. I closed the --

DIANA CUMBA

Right, right. No --

MAYOR PRO TEM McDONALD

-- the public comments. Please. With respect to the Council and the Mayor, we're just trying to get rebuttal --

DIANA CUMBA

Yes, Sir.

MAYOR PRO TEM McDONALD

-- from the questions you raised. Good comments, along with Mr. Maviglia and Mr. Snowden. We had some good ones brought up, so we're going to try to get those answered.

DIANA CUMBA

Yes, thank you.

MAYOR PRO TEM McDONALD

Thank you for your participation.

DIANA CUMBA

Thank you, Sir.

ROBERT GROESBECK

And just a couple other brief points. One is, and it was a great question. I think Mr. Maviglia mentioned, you know, you don't want to be in a position where we can unilaterally go out and raise rates. Obviously that's a concern when you've got an entity that has exclusive franchise over any area. Well I can assure you that's not the case. One, if we want a rate increase, we have to come back before of each and every entity that we serve. We have done that. We did that about six months ago. And if you will recall, a decision was made at that time by the various bodies and municipalities to adopt a CPI component, Consumer Price Index. Future rate increases will be limited solely to that CPI figure, which is a national standard developed by the Federal Government which is published every year. We can't arbitrarily go out and raise a rate. We will adjust rates in accordance with that CPI on an annual basis. And I think Ms. Turner, in fact gave, showed you a copy of the public notice that just went out with those bills. That is the notice. And there was a very lengthy hearing process we went

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through to get that on. We think it serves well the community and our company. Allows us both to project forward.

What we have here, and I'll summarize, what we have here is a company that has by all accounts a great level of service, a history of providing great service. We have very low rates. One gentleman commented that many other communities pay far lower rates and they don't have these so called monopolies. Well, you know, as of May of '98, we did a rate comparison when we came back in on a CPI. And I'll give you some examples, very briefly for the record, Fremont, California once a week pickup mind you, keep in mind we have twice a week pickup here, virtually unlimited quantities. If the guys can get it in the truck, it's going to go in the truck; 19.85 a month for single pickup with quantity limitations. Long Beach, California, \$16.44. The list goes on and on --

MAYOR PRO TEM McDONALD

And those are for single pickups?

ROBERT GROESBECK

Well, some are. For instance, Bakersfield has twice a week, but they're 15.92. Fresno has twice a week, 16.44 a month. So the answer is, and -- a concern with monopolies having unilateral discretion to raise prices; one, that is not true. Two, our track records suggests that it can't happen. Our rates are amongst the lowest in the West United States. I would say across the country. The proof's in the pudding, so to speak. It's right here before you. And anyone in the audience here can go out and check those numbers and verify them for themselves. We're proud of the rates we charge. We're able to do that for one reason. We have a large enough service area that allows us to offset those costs.

And if there are no further questions --

MAYOR PRO TEM McDONALD

Any questions from the Board?

COUNCILMAN REESE

Yes, a few comments and I guess questions also. Mr. Maviglia also mentioned, you know, the latest problem we had up at the landfill. And I think his concern was if we have a problem like this 10 years from now, where would we be?

ROBERT GROESBECK

Well, this agreement, if adopted, the City of Las Vegas would be where it is today. It would not be in a liability position, that I'm comfortable in telling you that. Republic

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would be. We've -- agreed to assume any potential liabilities which may arise.

COUNCILMAN REESE

I wanted that on the record. Also it was brought up that, I think through Mr. -- excuse my memory, Riser?

MAYOR PRO TEM McDONALD

Yeah.

COUNCILMAN REESE

Mentioned that it wouldn't be proper, and I would like the City Attorney to elaborate on this, it wouldn't be proper for us to take this so called five and a half million dollars and use it for anything other than what it's proposed to be. And that was the reason why I mentioned perhaps earlier that I feel like that the need not being relay stations or whatever, because you agreed I think in your opening remarks to put in one of these relay stations if we have to have it. So I would just like the City Attorney to give his opinion on, if we can't get more than five and a half million, the five and a half million dollars being spent for parks.

CITY ATTORNEY JERBIC

Thank you, Councilman. We looked at that issue and in consultation with both the Assistant City Attorney and with outside counsel. We have received opinions that there is no legal problem, in fact, it is legal for the City to accept the five and a half million dollar from Silver State in exchange for this contract extension and that it may be expend on any public use, including parks.

COUNCILMAN REESE

And I'll also --

CITY ATTORNEY JERBIC

There's no legal requirement, in other words, that it be tied to transfer station.

COUNCILMAN REESE

Thank you. Also, I have been in the same location here for in excess of 35 years, both residence and business. And it's been, I guess, my ability to talk to many, many people over the years. And that's the one thing that I can honestly say is I've never had a complaint about Silver State other than here a year or so ago when we had some -- complaints brought to us about businesses picking up trash early in the morning and waking neighbors -- up that happened to be close to some of these businesses that we've allowed to go in the last few years.

You mentioned the rates. I agree what we have here is I think, I won't say it would be better if we had a monopoly and I wouldn't say it was worse. But I feel like what we're trying to do here by giving a 21 year extension is to satisfy,

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to me, probably 98%, and this is where I think that we missed the boat, is 98% of the people that live in Clark County or the City of Las Vegas are very well satisfied with the disposal service that we have. End of my comments.

MAYOR PRO TEM McDONALD

Councilwoman McDonald.

COUNCILWOMAN McDONALD

I just have a few comments that I'd like to read into the record. Being my first meeting, I kind of took the liberty to write some thoughts down. In my years of work in local government I've had the occasion to manage the franchise agreements between the City of Las Vegas and its various utilities; cable, power, telephone service, ambulance service and garbage disposal. Since the take over of Silver State by Republic Industries, I've seen the same level of service and the same low monthly fees that I saw when I was an Assistant City Manager for the City of Las Vegas. And I'm also well aware of the significant capital expenditures made to this community by Silver State Republic.

I happen to disagree with the Review Journal editorial that a monopoly in this instance is a bad thing, especially since we do have some of the lowest garbage rates in the nation, particularly in the west. We have twice a week pickup, something most western cities of our size don't have and holiday pickup, all at very competitive rates.

Because of the nature of the business, any company with this franchise agreement will have a monopoly. Trash collection cannot be compared to long-distance telephone service. It would be utter chaos if my husband and I could chose one disposal service, our neighbors to the left another and our neighbors to the right yet another. We could essentially have trucks from three or four different companies going down the same streets at different times of the day and night. And I can tell you having, that I live in the same neighborhood as Juanita Clark and Lucille Lusk and I can tell you they know where I live and they will come to my door if three and four garbage disposal trucks came through, even though it might be cheaper.

Solid waste disposal is traditionally a municipal function. One that we in Southern Nevada have, in my opinion, rightly decided to privatize. And our citizens have long benefited from that decision to privatize. As an individual whose master's degree was in public administration, I have studied this issue extensively and, from my own research, know that all over America trash companies are buying each other up,

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reducing competition and driving up rates. Today, we have an opportunity to protect our residents for years to come by insuring that their trash rates won't increase any more than the Consumer Price Index for the next 15 years. And personally this is the most compelling reason that I am in support of this extension.

The County's extension, incidentally, is for 30 years, 15 years beyond this proposal. Further, it has been reported that the Environmental Protection Agency has said that the City won't be held liable for any cleanup at the Sunrise Landfill. I disagree with it, that. And it is very important that our residents and especially those in Ward 2 understand that just this past Thursday I personally requested that the City Manager request a written statement from the EPA regarding this position that has appeared in newspaper reports. And the EPA, quite frankly, refused to put this perceived indemnification in writing. And why? Well, according to Compliance Official, Susan Trijillo, there remains a possibility that at some time in the future if the Sunrise Landfill were to be designated as super fund site, the EPA wanted to leave the window of opportunity open in order to be able to potentially pursue the City of Las Vegas. And there had been numerous examples of the EPA doing just that. In a case of Monterey Park, California some 29 municipalities were sued by the EPA in the late 1980's and many of the same municipalities had no direct connection to the landfill other than the fact that they had been, had issued business licenses to the garbage haulers.

The Silver State proposal before us protects our citizens, not only from any potential litigation from the Federal Government, it also will protect us from potential third-party plaintiff litigation. And these are my comments for the record.

MAYOR PRO TEM McDONALD

Thank you. Mr. Christoff --

CHRIS CHRISTOFF

Can I ask one question? You said you made, took notes. Now weren't you appointed by Councilman McDonald and Councilman Reese? Weren't you appointed, Madam?

MAYOR PRO TEM McDONALD

-- the meeting -- Marshal, escort him out.

COUNCILWOMAN McDONALD

May I answer your question, please?

CHRIS CHRISTOFF

Yes, tell the people. All right. That's enough.

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COUNCILWOMAN McDONALD

Yes, I was an Assistant City Manager here for the City of Las Vegas and had extensive experience in working, --

CHRIS CHRISTOFF

You were appointed. You were appointed.

COUNCILWOMAN McDONALD

-- not only on original contract negotiations, not only for Silver State, but also as I mention in my remarks for ambulance service, cable service and again, not only from my work here, but from my own studies, and someone with an advance degree, I would say with all due respect to those sitting here, I'm probably one of the most knowledgeable people in this room on this topic.

JOE MAVIGLIA

Here, here. Good girl.

MAYOR PRO TEM McDONALD

Thank you. The -- comments that were brought up, and Mr. Maviglia brought up some good comments, Mr. Groesbeck. We were talking about the charges for trash service. You've already (inaudible) that. But this locks in the -- consumers rate so the taxpayer won't be hit again with the rate other than the CPI; correct?

ROBERT GROESBECK

That's correct, Mayor.

MAYOR PRO TEM McDONALD

In other words, the CPI will monitor and control the rate how it's -- going to go?

ROBERT GROESBECK

Absolutely. That is the only mechanism in place at this point.

MAYOR PRO TEM McDONALD

Okay. Another one was that he brought up the gas source. If we can maybe sit down and get some report or some type of technology, what has been done with the resources we have of methane gas that's coming out of there. Maybe we have an opportunity to latch onto something and maybe get free gas, if you will, if the methane gas is going on the part of it. The other questions I had, I think the Council's already asked.

We're talking about the more trucks on the road, I know that's been a concern of the Charleston Heights Preservation Committee, because their community is my, our community is being torn apart by the trucks and actually having more, if we put it out for competitive bid at one point, this was brought up at a neighborhood meeting. We did have, since this was brought on, I had two of my neighborhood network meetings that were brought up. And

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that was a question they said at the meeting. Could this enhance, add more trucks. I think that's already been answered.

The employment that has 1600 employees and they do employ several minority representatives from those. The one question that Mr. Ziser brought up, and I think he raised a good point, especially with everything that's been written on the, in the newspaper and brought up, Councilman Reese has asked about it, Oscar Goodman, our Mayor and Councilman Brown, our Councilman, have asked the question as well. I asked the City Attorney for -- we have a four-prong test that's been brought up with the Ethics Commission, it was raised that I was, that I received campaign contributions along with Councilman Reese on this. The test itself was administered by our City Attorney, I passed. They had extensive research on this in the past. We've gone back and forth with the Ethics Commission, on items representing, like this so you can vote. And Mr. Ziser brought up a good point and, about the perceived conflict. Well, campaigns cost money to run and I can tell you right now, this is only my second one, see how they raced. And we had a governor's race that went in the millions, we had a mayor's race that went in the millions. It's what it takes to run for office. And everybody contributes. I had citizens as well as major corporations contribute. And Silver State Republic is not one of my major contributors, if you look at the contribution list.

The other part in Mr. Ziser brought up, which made a good question, he outlined in his letter said the City Council doesn't believe Silver State is doing, is going to fulfill their obligation and then he talks about the EPA. That's a good point. We're not saying that Silver State is not fulfilling their obligation. What we're talking about here is bottom line is service to the constituents. Service to the taxpayers. When you look at overwhelmingly the research that's been done that says we have some of the lowest rates in the country with service two times a week and we can now lock this and keep this the lowest rate in the country, one of the lowest rates in the country, you have to really consider that. And get \$5.5 million. This is a way to enhance it.

Councilman Reese brought up a good idea with parks. This now allows us to go out and build a park with it. And the counsel for the Silver State says if we do come back after we spent our money and we do decide whatever Council body is sitting up here, the Mayor, comes back and says

CITY COUNCIL MINUTES
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VERBATIM TRANSCRIPT - ITEM 4: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING AMONG
THE CITY AND REPUBLIC DUMPCO, INC. AND REPUBLIC SILVER STATE DISPOSAL, INC. AMENDING
THE GARBAGE DISPOSAL AGREEMENT DATED DECEMBER 31, 1985 BETWEEN THE CITY OF LAS
VEGAS AND SILVER STATE DISPOSAL, INC.

you know what, after all consideration, five, ten years from now, we do need a transfer station in the Northwest, Councilman Brown's Ward, that is up for consideration, Silver State would step up for it. So on top of that, we now have an opportunity not to just create \$5.5 million for parks that we don't have and it was brought up that maybe we should go out for it. Well, we went out for it before and it failed. Now everybody's on the edge that we do need to start building more parks. Councilman Brown's Ward is inundated because we don't have parks. Ward 4. Councilwoman Lynette Boggs McDonald, same -- process. We don't have -- parks, we don't have money to build it. We now have an opportunity to get money from a franchise, and a transfer station if we need it.

So the questions that were brought up, especially by Nevada Concerned Citizens were brought up very well. Mr. Ziser, in his letter that was addressed to the Mayor and the Council, I thought raised some good points that needed to be -- answered on -- the record. Some of the other ones I think Mr. Maviglia brought up. They've been answered. I would like to see maybe something done with that gas. It -- was a good point that was brought up. If there has been research done on it. I don't know, Joe, if you have any letters or ideas from the past. And, Mr. Groesbeck, if we could --

ROBERT GROESBECK

Councilman, I can address that if you like?

MAYOR PRO TEM McDONALD

Okay.

ROBERT GROESBECK

We're obviously very interested in putting that -- methane gas to use through co-generation. We've done some preliminary studies. We've got a great deal more work to do up at Sunrise. But if at some point it's deemed economical, you can rest assured that we're going to look to put that to use. Apex on the other than, which is a much younger landfill, we're surprisingly enough is generating a great deal of methane. In fact, we're flaring it right now. We're getting to the point where very shortly it is going to be commercially viable. And it's our goal at some point in the very near future is to power not only our operations in the Apex facility, but adjacent industrial uses which are contemplated in that area.

MAYOR PRO TEM McDONALD

Thank you. And all that combined, Mr. Snowden brought up a track record. And I think that that's a good point. We need to look at the track record. The track record of the

CITY COUNCIL MINUTES
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VERBATIM TRANSCRIPT - ITEM 4: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY AND REPUBLIC DUMPCO, INC. AND REPUBLIC SILVER STATE DISPOSAL, INC. AMENDING THE GARBAGE DISPOSAL AGREEMENT DATED DECEMBER 31, 1985 BETWEEN THE CITY OF LAS VEGAS AND SILVER STATE DISPOSAL, INC.

company since it's been acquired, since 1997. We've had an opportunity to sit down, when we had the problems with late night pickups. And we still have that problem. But with the two transfer stations coming on-line, as Mr. Groesbeck just alluded to, that will give us the opportunity to try and get it back on track so we don't have the late night pickups.

If -- you have a concern, you need to voice it. That's part of the reason we had it on this and pulled it off. This was an item that was tabled so Councilman Brown could get an opinion on whether he could or not vote on it. The Ethics Commission, Ethics Board and the City Attorney have deemed it'd be prudent for him not to. That's the reason it was tabled.

The other part about why isn't on consent, this is where most of our contracts are. And we did want to see, since we saw the popularity from news articles, well written articles that brought up and raised many questions. That's what journalism and free -- press is all about, to raise these questions for the constituents, for the citizens. Are we doing the right thing? Well, when you can lock in the lowest rates in the Valley, and I say it again, some of the lowest in the country and get service two times a week, I think we have their questions answered with the track record.

So, if there's no further comments? Seeing none, I'd make a **motion for approval**. Cast your votes. Post. Motion's approved. **(Motion carried with Goodman abstaining as he owns property near APEX and one of his partners has been contacted to possibly represent Silver State and Brown abstaining pending an opinion from the State Ethics Commission as to whether he should abstain since he is a part-time employee of the Las Vegas Stars Baseball Club which is involved with Silver State in various charitable functions.)**

ROBERT GROESBECK

Thank you very much.

MAYOR PRO TEM McDONALD

Thank you.

(END OF DISCUSSION)

/vwd

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 8

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

5

Approval of Clark County Regional Flood Control
District Interlocal Contract for the Annual
Maintenance Program

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

AGENDA DOCUMENTATION

MEETING OF
July 12, 1999TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Flood Control District Interlocal Contract for the Annual Maintenance Program.

PURPOSE/BACKGROUND

The Clark County Regional Flood Control District is authorized pursuant to Chapter 543 of the Nevada Revised Statutes to approve and fund projects to maintain flood control improvements. The City of Las Vegas is proposing a flood control improvement maintenance program within the City to be completed prior to June 30, 2000. This Project is part of the Clark County Regional Flood Control Master Plan and the proposed maintenance program under the Interlocal Agreement is set forth in Exhibits "A" and "B" attached hereto. The basic maintenance activities will be channel inspections, cleaning and reshaping channels, vegetation control, repair of lined channels, cleaning and flushing culverts, erosion control maintenance and repair, and maintenance of fencing. The total Project costs as set forth in the Agreement shall not exceed \$1,212,600. The Project was approved by the Clark County Regional Flood Control District on June 10, 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**ANNUAL MAINTENANCE PROGRAM**

THIS CONTRACT, made and entered into this 10th day of June, 1999 by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth on the attached Exhibits "A" and "B" and hereinafter referred to as the "PROJECT"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT's Master Plan.

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT's Master Plan Update and amendments subsequently approved. The basic maintenance activities will be channel inspections, cleaning and reshaping channels, vegetation control, repair of lined channels, cleaning and flushing culverts, erosion control maintenance and repair, and maintenance of fencing. The PROJECT is more specifically described in Exhibits "A" and "B" which are attached.

SECTION II - PROJECT COSTS

The District agrees to provide reimbursement for PROJECT costs within the limits specified below:

1. The PROJECT costs shall not exceed \$1,212,600. The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT's Chief Engineer. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.
2. The CITY and DISTRICT will comply with Section 4.12 of the Operations and Maintenance Manual. In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher prepared in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this Contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this Contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
301 East Clark Avenue-Suite 301
Las Vegas, Nevada 89101
Attention: Gale Wm. Fraser II, P.E.
General Manager/Chief Engineer

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to Section IV, Paragraph 6, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY

fails to satisfactorily comply with any term or condition of this Contract and/or the DISTRICT's Operations and Maintenance Manual.

SECTION III - PROJECT TIME

The CITY agrees to perform the PROJECT to the satisfaction of the DISTRICT prior to June 30, 2000. The DISTRICT may grant extensions or terminate this Contract and require all sums advanced to the CITY to be repaid if the CITY fails to perform by said date.

SECTION IV - GENERAL

1. The CITY will complete the PROJECT as set forth in Exhibits "A" and "B". The CITY staff personnel responsible for coordination work under this contract are as listed below:

Richard D. Goecke, Director of Public Works

Charles Kajkowski, City Planning Engineer

It is understood that staff named above will be responsible for work coordination throughout the period of this Contract unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. In addition to the specific terms set forth in this Contract, the parties hereto shall be subject to and governed by the DISTRICT's Operation and Maintenance Manual and any applicable portions of the Policies and Procedures adopted by the DISTRICT.
3. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among entities. Therefore, in those cases where Master Plan approved and DISTRICT-funded projects have regional flood control significance impacting more than one entity, the CITY will allow all impacted entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

4. The Chief Engineer of the DISTRICT shall be responsible for monitoring the performance of the CITY, approval for payment of billings and expenses submitted by the CITY and the acceptance of any reports provided by the CITY. The CITY shall be responsible for monitoring performance of CITY staff or private contractors and the CITY shall maintain detailed records of all payments made to contractors and make such records available to the DISTRICT upon request.
5. The CITY shall provide right of access to its facilities to the Chief Engineer of the DISTRICT at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
6. In the event the CITY fails to perform the maintenance according to the standards specified in this Contract and in the DISTRICT's Operation and Maintenance Manual, the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Costs incurred by the DISTRICT shall be reimbursed by the CITY or be deducted from the amount authorized by this Contract. The DISTRICT may not exercise this right without giving the CITY specific written notice of the maintenance required and allowing the CITY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Richard D. Goecke, Director of Public Works
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

7. The records of the CITY and/or private contractors pertaining the subject matter of this Contract shall at all reasonable times be

subject to inspection and audit by the DISTRICT, County Auditor or an Agent of the DISTRICT.

8. If any provision of this Contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.
9. All parties to this Contract shall comply with applicable local, state and federal laws.
10. Any costs found to be improperly allocated in the PROJECT will be refunded by the CITY to the DISTRICT.
11. It is specifically understood and agreed to by and between the parties hereto that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms and provisions of this Contract.
12. The CITY hereby indemnifies and shall defend and hold harmless the DISTRICT, its representatives and their employees (or their authorized representatives) from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the CITY, of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Contract. The CITY's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but, in no

event, shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

June 10, 1999
ATTEST

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Deanna Letko
DEANNA LETKO, SECRETARY
GARDNER

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

7/12/99
ATTEST

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

BY:

Oscar B. Goodman
JAN LAVERTY JONES, MAYOR
OSCAR B. GOODMAN

7/15/99

**CITY OF LAS VEGAS
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
1999/2000 MAINTENANCE WORK PLAN**

	<u>FACILITY NAME</u>	<u>COST</u>
1	CEDAR AVENUE CHANNEL/NELLIS SYSTEM Cedar Ave. Channel (CACH 0000 to 0147), Bonanza Drain (CABZ 0000 to 0028) Pecos Drain (CACN 0000 to 0026), Nellis Drain (LVNB-0000).	\$ 600,000
2	GOWAN, ANGEL PARK, LONE MOUNTAIN SYSTEM Gowan Detention Basins (GONO 0000 - 0013), Gowan South Facilities (GOSO 0000 - 0462), Gowan Outfall (GOOF 0486-0511, GOCR 0180), AP Det. Basin (APNO 0000), AP Outfall (APOF 0000-0147), Smlrn Pkwy (APSP 0000-0183) Durango Drain (APDG 0000-0060), AP Peccolle 1 (APP1 0000 - 0061), AP South Branch (APSO 0000), Cheyenne Channel (GOO2 0000 - 0112), Ln. Mtn. Det. Basin GOLM 0145)	\$ 300,000
3	LAKE MEAD/SMOKE RANCH SYSTEM Lake Mead Drain (LVLM 0336-0453), Smoke Ranch Drain (LVSR 0360-0500)	\$ 20,000
4	LAS VEGAS WASH SYSTEM Las Vegas Wash (LVMD 1069-1354)	\$ 290,600
5	MEADOWS/OAKEY SYSTEM Meadows Det. Basin & Channel (LCME 0000 to 0084), Alta Drain (MEAL 0000-0160) Oakey System (MECH 0000-0400)	\$ 1,000
6	WASHINGTON AVENUE, LAS VEGAS CREEK SYSTEM Washington Ave. Channel (LVWH 0086-0448), LV Cr. Lateral (LCLT 0000-0034) LV Creek System (LCCH 0001-0582), Freeway Channel FW15 (0000 - 0150) Bypass Facility (FWUP 0000 - 0059)	\$ 1,000
TOTAL 1998/99 O&M		\$ 1,212,600



APRIL 27, 1999

FACILITY GROUPS



1. WASHINGTON AVENUE/ LAS VEGAS CREEK & CEDAR AVENUE CHANNEL/ NELLIS SYSTEMS
2. GOWAN/ ANGEL PARK/ LONE MOUNTAIN SYSTEM
3. LAKE MEAD/ SMOKE RANCH SYSTEM
4. LAS VEGAS WASH SYSTEM
5. MEADOWS/ OAKLEY SYSTEM

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OPERATION AND MAINTENANCE PROJECTS

EXHIBIT B

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
 Facility: LV51-Cedar Avenue Channel/Nellis System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect DetentionDebris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair	\$588,000			0%	Jun-00
FA	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
	85 Engineering	\$12,000				Jun-00
	TOTALS	\$600,000	\$0	\$0	0%	
Delays or Problem Areas:		TOTAL	\$600,000			
Construct Pecos Storm Drain						
Work to be Completed During Current Quarter:						
Work to be Completed during Next Quarter:						
				Programmed for Fiscal Year 1999/2000		

Consultant/

Contractor: N/A

Project

Manager: Randy L. Fultz, P.E.

Phone Number:

229-6541

5/10/1999

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No. 1 CEDAR AVENUE-NELLIS

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
 Facility: LV52-Gowan/Angel Pk/Lone Mtn System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
FA	70 Storm Sewer Repair	\$280,000		\$0	0%	Jun-00
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering	\$20,000				Jun-00
	TOTALS	\$300,000		\$0		

Delays or Problem Areas:

TOTAL

\$300,000

Rampart Storm Inlet Improvements

Work to be Completed During Current Quarter:

Work to be Completed during Next Quarter:

Programmed for Fiscal Year 1999/2000

Consultant/

Contractor:

N/A

Project

Manager:

Randy L. Fultz, P.E. / Ed Nettenstrom, P.E.

Phone Number:

229-6541

5/10/1999

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No. 2 GOWAN, AP, LONE MTN

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
Facility: LV53-Lake Mead/Smoke Ranch System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
FA	70 Storm Sewer Repair	\$18,000			0%	Jun-00
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering	\$2,000				Jun-00
	TOTALS	\$20,000	\$0	\$0		

Delays or Problem Areas:

TOTAL

\$20,000

Lake Mead Inlet Improvements

Work to be Completed During Current Quarter:

Work to be Completed during Next Quarter:

Programmed for Fiscal Year 1999/2000

Consultant/

Contractor: N/A

Project

Manager: Randy L. Fultz, P.E.

Phone Number:

229-6541

5/10/1999

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No. 3 LAKE MEAD, SMOKE RANCH

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
Facility: LV54-Las Vegas Wash System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect DetentionDebris Basins					
	30 Erosion Repair	\$280,000				Jun-00
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities					
	85 Engineering	\$10,600				Jun-00
	TOTALS	\$290,600	\$0	\$0		

Delays or Problem Areas:

TOTAL \$290,600

Cable Concrete

Work to be Completed During Current Quarter:

Work to be Completed during Next Quarter:

Programmed for fiscal year 1997/1998

Consultant/

Contractor: N/A

Project

Manager: Ed Nettenstrom, P.E., Randy L. Fultz, P.E.

Phone Number:

229-6272

5/10/1999

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No. 4 LAS VEGAS WASH

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
 Facility: LV55-Meadows/Oakey System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect DetentionDebris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities	1,000.00				Jun-00
	85 Engineering					
	TOTALS	\$1,000.00	\$0.00	\$0	0%	

Delays or Problem Areas: **TOTAL** \$1,000.00

Internal Labor cost not yet reported.

Work to be Completed During Current Quarter:

Work to be Completed during Next Quarter: Programmed for Fiscal Year 1999/2000

Consultant/
 Contractor: N/A
 Project
 Manager: Randy L. Fultz, P.E./Ed Nettenstrom, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM**

Entity: City of Las Vegas
 Facility: LV56-Washington Ave/Las Vegas Creek System
FY 1999/2000

Date Prepared: 4/26/1999

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities	\$1,000				Jun-00
	85 Engineering					
	TOTALS	\$1,000	\$0	\$0	0%	

Delays or Problem Areas: TOTAL \$1,000

Work to be Completed During Current Quarter:

Work to be Completed during Next Quarter:

Programmed for Fiscal Year 1999/2000

Consultant/

Contractor: N/A

Project

Manager: Ed Nettenstrom, P.E., Randy L. Fultz, P.E.

Phone Number:

229-6272

5/10/1999

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No. 6 WASH. AVE., LV CREEK

**REGIONAL FLOOD CONTROL DISTRICT
FY 1999/2000 MAINTENANCE WORK PROGRAM
FACILITY STATUS REPORT**

1999/2000 CCRFCD ANNUAL MAINTENANCE PROGRAM					
PROJECT	OUTSIDE VENDORS	INTERNAL LABOR	LABOR ORGS.		TOTAL COST
			1710	7140	
LV51-Cedar Avenue Channel/Nellis System	\$588,000	\$12,000	x	x	\$600,000
LV52-Gowan/Angel Pk/Lone Mtn System	\$280,000	\$20,000	x	x	\$300,000
LV53-Lake Mead/Smoke Ranch System	\$18,000	\$2,000	x	x	\$20,000
LV54-Las Vegas Wash System	\$0	\$290,600	x	x	\$290,600
LV55-Meadows/Oakey System	\$0	\$1,000	x	x	\$1,000
LV56-Washington Ave/Las Vegas Creek System	\$0	\$1,000	x	x	\$1,000
TOTAL					\$1,212,600

CITY COUNCIL

MEETING OF

JULY 12, 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**

- 6 Approval of service and material checks
In the amount of \$ 9,647,287.94
- Payroll checks
In the amount of \$ 3,793,835.01
- Wire transfers
In the amount of \$ 10,763,384.17
- Other checks and investments
In the amount of \$ 127,546.14

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

- 7 Report of Sale on Delinquent Parcels in Special
Improvement Districts 411, 488, 497, 505, and
1440

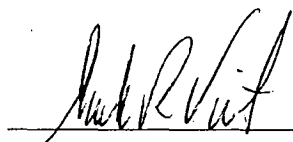
APPROVED - see above

City of Las Vegas

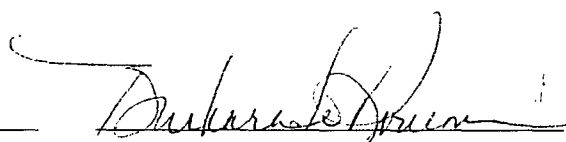
Summary of Cash Expenditures for the period of 5/17/99 - 5/28/99

Total Service & Materials Checks :	9,647,287.94
Total Payroll Checks :	3,793,835.01
Total NBS & City Investments :	127,546.14
Total Wire Transfers :	10,763,384.17
 Grand Total :	 24,332,053.26

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 July 12, 1999, the City Council approved the above cash expenditures.



Mayor

CITY COUNCIL

MEETING OF

July 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Mark R. Vincent, Director
Finance and Business Services

SUBJECT:

REPORT ON SALE OF DELINQUENT PARCELS IN SPECIAL IMPROVEMENT DISTRICTS 411,
488, 497, 505, AND 1440**PURPOSE/BACKGROUND**

Pursuant to NRS 271.565, the City Treasurer is required to notify the City Council within 15 days after the completion of the sale of all property upon which a delinquent assessment is unpaid. On July 1, 1999, the City Treasurer prepared a statement to the Mayor and City Council stating his actions concerning the sale, showing all the property sold by him, to whom the property was sold, and the sums paid for each parcel. NRS 271.565 also requires that this statement be presented to the City Council at a regular scheduled meeting.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council accept this report of sale.

Agenda Item

7

125-16-713-005	Steve Thornock	818.62
125-16-814-021	Elias Gill	818.62
125-16-816-028	Betty Dolly	723.54
125-21-511-052	Tracy L. Williams	685.60
140-30-503-001	Ryan Rediger	14,919.04
140-30-520-017	Christopher Lindburg	3,171.49
140-30-520-050	Allen Schwartz	3,171.49
138-33-224-030	Allen Schwartz	1,052.07
138-33-224-058	Simha Barashy	1,052.07
162-03-512-004	Robert M. O'Kelly	1,000.88
162-03-512-049	Kevin M. Olsen	1,000.88
162-03-512-054	Avi Barashy	821.22
162-03-514-042	Ruben Tacluban	1,000.88
162-03-514-047	Allen Schwartz	1,000.88

The sale took place in the City Hall Council Chambers with no problems.

MKO:jc

SIDs 411, 488, 497, 505 & 1440

Memorandum

CITY OF LAS VEGAS FINANCE AND BUSINESS SERVICES

To: Mayor Oscar B. Goodman
Councilman Michael J. McDonald
Councilman Gary Reese
Councilman Larry Brown

From: Michael K. Olson, City Treasurer *mk*

CC: Virginia Valentine
Steve Houchens
John K. McNellis
Brad Jerbic
Mark Vincent
Roni Ronemus

Date: July 1, 1999

Re: Report on Sale of Delinquent Parcels in Special Improvement Districts 411, 488, 497, 505,
And 1440

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale, showing all the property sold by him, to whom sold and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On May 24, 1999, the City Council approved the delinquency list, and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts No. 411, 488, 497, 505, and 1440. On June 10, 1999, 55 delinquent parcels were publicized in a Notice for Sale for three consecutive weeks. Of the 55 parcels, 35 either paid their assessment current or paid it off in full prior to the June 30, 1999 sale; and 20 parcels were sold.

Pursuant to this statute and resolution as adopted by the regular City Council, the following Report of Sale has been prepared. The following parcels were sold on June 30, 1999.

<u>Parcel Sold</u>	<u>Sold to</u>	<u>Amount Paid</u>
125-16-315-074	Simha Barashy	\$ 848.70
125-16-411-018	Christopher Lindburg	763.06
125-16-412-001	Caroline's Maize	767.26
125-16-412-004	Jan Trigg	564.78
125-16-414-004	Patricia Lehman	990.78
125-16-610-008	Fred Williams	775.53

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 10

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**LIQUOR - Change of Ownership

8

Approval of change of ownership for Tavern Liquor License subject to the provisions of the planning and fire codes and Health Department regulations

From: Rufugio H. Martinez, 100%

TO: ALARCON, INC.
dba
CASA TEQUILA
1815 East Charleston Boulevard

Sergio Alarcon, Dir, Pres, 34%
Jorge Alarcon, Dir, Secy, Treas, 33%
Victor P. Alarcon, Dir, 33%

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)
1-1310

9

LIQUOR - Approval of Officers

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

M AND H TRADING, INC.
dba
\$ DISCOUNT FOOD MART
235 North Eastern Avenue, Suites 127-129

Muhammad Q. Khan, Dir, Secy, 25%
Maimoona Q. Khan, Dir, 25%

APPROVED - see above

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 11

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

10

LIQUOR - Approval of Manager

Approval of Manager for Package Liquor Licenses

AMERICAN DRUG STORES, INC.
dbaSAV ON DRUGS
8580 West Charleston BoulevardSAV ON DRUGS #2022
1812 East Charleston BoulevardSAV ON DRUGS #2054
9100 West Sahara AvenueSAV ON DRUGS #2087
4411 East Bonanza RoadSAV ON DRUGS #2176
8320 West Cheyenne AvenueSAV ON DRUGS #2215
268 North Jones BoulevardSAV ON DRUGS #2224
3550 West Sahara AvenueSAV ON DRUGS #2417
160 South Rainbow BoulevardSAV ON DRUGS #3082
6150 West Lake Mead BoulevardSAV ON DRUGS #3237
562 North Eastern AvenueSAV ON DRUGS #3289
4600 Meadows Lane

John M. Christofferson, District Mgr

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLVItem 4: **APPROVED** under separate action
(see individual item)Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

CITY COUNCIL

MEETING OF

JULY 12, 1999

City of Las Vegas

AGENDA & MINUTES

Page 12

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

	ITEM	ACTION
11	DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT <u>INDEPENDENT MASSAGE THERAPIST - New</u> Approval of new Independent Massage Therapist License SHANNON HANKS dba SHANNON HANKS 7628 Shorehaven Drive Shannon L. Hanks, 100%	M. McDONALD - Motion to APPROVE: Items 5 through 26 Items 28 through 65 - carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV Item 4: APPROVED under separate action (see individual item) Item 27: APPROVED under separate action (see individual item) ***** There was no related discussion. See Item No. 29 for discussion. (11:01 - 11:02) 1-1310
12	<u>INDEPENDENT MASSAGE THERAPIST - New</u> Approval of new Independent Massage Therapist License JUDITH DANIELLE SHIELDS dba JUDITH DANIELLE SHIELDS 4701 Lawrence Street, #1127 Judith D. Shields, 100%	APPROVED - see above
13	<u>INDEPENDENT MASSAGE THERAPIST - New</u> Approval of new Independent Massage Therapist License LORNA K. OZAWA dba LORNA K. OZAWA 7310 Smoke Ranch Road, Suite M Lorna K. Ozawa, 100%	APPROVED - see above

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

- | ITEM | | ACTION |
|------|---|--|
| | DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT | |
| 14 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License subject to the provisions of the planning codes

ELIZABETH M. GAYLER
dba
ELIZABETH M. GAYLER
9410 West Sahara Avenue, Suite 140

Elizabeth M. Gayler, 100% | M. McDONALD - Motion to APPROVE:
Items 5 through 26
Items 28 through 65
- carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: APPROVED under separate action (see individual item)
Item 27: APPROVED under separate action (see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)
1-1310 |
| 15 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License

STACY LYNN EDWARDS
dba
THE BEE'S KNEES BODYWORKS COMPANY
4700 West San Miguel Avenue

Stacy L. Edwards, 100% | APPROVED - see above |
| 16 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License

KARI A. GRIEVES
dba
KARI A. GRIEVES
1837 Stablegate Avenue

Kari A. Grieves, 100% | APPROVED - see above |

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

- | ITEM | | ACTION |
|------|---|--|
| | DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT | |
| 17 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License

INSUK CHONG
dba
PALM SPRING MASSAGE
5025 Nellis Oasis Lane, #5

Insuk Chong, 100% | M. McDONALD - Motion to APPROVE:
Items 5 through 26
Items 28 through 65
- carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: APPROVED under separate action (see individual item)
Item 27: APPROVED under separate action (see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)
1-1310 |
| 18 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License

TROY STAGGS
dba
TROY STAGGS
2600 South Town Center Drive, #2082

Troy P. Staggs, 100% | APPROVED - see above |
| 19 | <u>INDEPENDENT MASSAGE THERAPIST - New</u>

Approval of new Independent Massage Therapist License

RANAY E. LANCELOT
dba
RANAY E. LANCELOT
7310 Smoke Ranch Road, Suite M

Ranay E. Lancelot, 100% | APPROVED - see above |

CITY COUNCIL

MEETING OF

JULY 12, 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	
20	<u>INDEPENDENT MASSAGE THERAPIST - New</u>	M. McDONALD - Motion to APPROVE: Items 5 through 26 Items 28 through 65
	Approval of new Independent Massage Therapist License	- carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV
	JEANNE MUCCI	Item 4: APPROVED under separate action
	dba	(see individual item)
	BALANCED ENERGY	Item 27: APPROVED under separate action
	8013 Redskin Circle	(see individual item)
	Jeannie M. Mucci, 100%	*****
		There was no related discussion. See Item No. 29 for discussion.
		(11:01 - 11:02) 1-1310
21	<u>INDEPENDENT MASSAGE THERAPIST - New</u>	APPROVED - see above
	Approval of new Independent Massage Therapist License	
	NATALIE MENGES	
	dba	
	NATALIE MENGES	
	1788 Antelope Valley Avenue	
	Natalie D. Menges, 100%	
22	<u>MARTIAL ARTS INSTRUCTION BUSINESS - New/Approval of Manager</u>	APPROVED - see above
	Approval of new Martial Arts Instruction Business License and approval of manager subject to the provisions of the fire codes	
	KICK ME, INC.	
	dba	
	UNITED STUDIOS OF SELF DEFENSE	
	8410 West Cheyenne Avenue, Suite 104	
	Teri M. Ruthe, Dir, Pres	
	Scott J. Ruthe, Dir, Secy, Treas	
	Richard J. Black, Mgr	

CITY COUNCIL

MEETING OF

JULY 12, 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****23****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS**

Request approval to award bid number 990065, television station studio equipment - Public Information Office - Award recommended to: BURST COMMUNICATIONS (\$443,939)

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

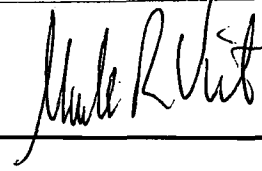
1-1310**24**

Request approval to reject all bids for bid number 99.40221.01-revised, central fire station diesel exhaust system - Department of Fire Services

APPROVED - see above**25****PURCHASE ORDER APPROVALS/REVISIONS**

Request approval of revision number two to Purchase Order 200917, annual requirements contract for vehicle tires and repair - Department of Public Works - Award recommended to: TED WIENS TIRE AND AUTO (\$70,000)

APPROVED - see above

CITY COUNCILMEETING OF
July 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO AWARD BID NUMBER 990065, TELEVISION STATION STUDIO EQUIPMENT****PURPOSE/BACKGROUND**

This request will provide for the purchase and installation of television station studio equipment necessary to build a turn key television station studio at Video Productions Training Center, 633 N. Mojave Rd., Las Vegas, NV 89101. Video Services will use this equipment to broadcast City of Las Vegas produced government programs.

The initiating organization is Public Information Office.

BID ABSTRACT SUMMARY

Burst Communications, Phoenix AZ	\$443,939.00
Digital System Technology, Inc.	\$447,788.00
Visual Technology, Inc.	\$461,889.90
Mojave Systems	\$489,500.00

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

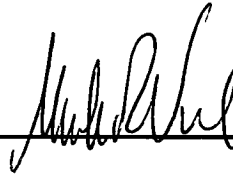
Staff recommends that the City Council approve the award of Bid Number 990065, Television Station Studio Equipment, to Burst Communications, Phoenix AZ, in the amount of \$443,939.

PREPARED BY

Anthony Green

AGENDA ITEM

23

CITY COUNCILMEETING OF
July 12, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:**Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO REJECT ALL BIDS FOR BID NUMBER 99.40221.01-REVISED,
CENTRAL FIRE STATION DIESEL EXHAUST SYSTEM****PURPOSE/BACKGROUND**

This preapproval would have provided for the purchase and installation of a diesel exhaust system at the Central Fire Station located at 500 N. Casino Center Blvd. The work includes modification of the existing apparatus bays and selected fire apparatus exhaust as required to accommodate the new diesel exhaust system. The exhaust system will provide for the removal of exhaust gases and other vapors emitted from Fire Services vehicles.

On June 14, 1999 the City Council preapproved the award Bid Number 99.40221.01-Revised, Central Fire Station Diesel Exhaust System, to the lowest responsive and responsible bidder. Only one bid was received for this bid, the bid was received from Creative Air Consultants, Inc.

Pursuant to NRS 624, Creative Air Consultants, Inc. acted beyond the scope of their Nevada State Contractor's License by submitting a bid in excess of the dollar limit of their Nevada State Contractor's License. This is considered material in nature and staff recommends rejection of their bid.

The initiating department is Fire Services.

BID SUMMARY

Creative Air Consultants, Inc.

\$98,250

FISCAL IMPACT

None by this action.

RECOMMENDATIONS

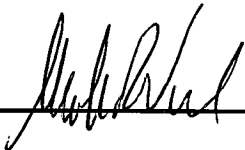
Staff recommends that the City Council reject all bids for bid number 99.40221.01-revised, central fire station diesel exhaust system.

PREPARED BY

Robert L. Crutchfield, Sr.

CITY COUNCILMEETING OF
July 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL OF REVISION NUMBER TWO 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. On May 10, 1999, City Council authorized revision number one to increase the estimated annual amount by \$60,000.

Staff is in the process of defining the technical specifications to re-bid this requirement. Staff will exercise the ninety day extension during this process. Revision number two is required to increase the purchase order by \$70,000 to purchase additional vehicle tires and repairs during the ninety day extension

Revision number two will increase the estimated annual amount by \$70,000, for a new estimated annual amount of \$215,000.

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 Two 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 September 30, 1999, in the amount of \$70,000.

PREPARED BY

Anthony Green

CITY COUNCIL

MEETING OF

JULY 12, 1999

City of Las Vegas

AGENDA & MINUTES

Page 17

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

26

**DEPARTMENT OF FIRE SERVICES -
CONSENT**

Approval of a usage fee schedule associated with the Department of Fire Services Performing Emergency Medical Transports

(Anticipated Fiscal Impact: \$800,000 in FY2000)

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)
1-1310

CITY COUNCIL

MEETING OF

July 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

MARIO H. TREVIÑO, DIRECTOR
DEPARTMENT OF FIRE & RESCUESUBJECT: APPROVAL OF USAGE FEE SCHEDULE ASSOCIATED WITH THE DEPARTMENT
OF FIRE SERVICES PERFORMING EMERGENCY MEDICAL TRANSPORTS.**PURPOSE/BACKGROUND**

On November 23, 1998, the City Council approved a change in policy to allow the Fire Department to perform Emergency Medical Transports when deemed appropriate and charge a usage fee beginning January 1, 1999. The original documentation listed a recommended rate of \$400.00 per transport plus \$7.50 per mile. An actual detailed fee schedule was not provided at that time for approval. Therefore, it is necessary to have the usage fee schedule approved as listed below:

ALS (Advanced Life Support) METHOD "4".

A0370 Emergency w/specialized services	\$400.00
A0368 Emergency w/out specialized services	\$400.00
A0366 Non-emergency w/specialized services	\$350.00
A0364 Non-emergency w/o specialized services	\$350.00
A0390 ALS Miles	\$ 7.50
A0422 Oxygen	\$ 15.00
A0398 ALS Routine Disposable Supplies	\$ 15.00
A0999 Routine "non-covered" Supplies: gloves-disposable liners	-0-
Unlisted Ambulance Service: must explain w/documentation "J" Codes for drugs	-0-

BLS (Basic Life Support) Method "4".

A0362 Emergency	\$400.00
A0360 Non-emergency	\$350.00
A0380 BLS Miles	\$ 7.50
A0422 Oxygen	\$ 15.00
A0382 BLS Routine Disposable Supplies	\$ 15.00

FISCAL IMPACT

It is anticipated that the City will generate \$800,000 in FY2000.

RECOMMENDATIONS

The Fire Department recommends approval of this fee schedule.

Agenda Item

26

CITY COUNCIL

MEETING OF

JULY 12, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF HUMAN RESOURCES -
CONSENT**

27

Approval of an agreement with William M. Mercer Investment Consulting, Inc. to review and make recommendations regarding current and proposed City deferred compensation programs (not to exceed \$25,000)

REESE - APPROVED as recommended - UNANIMOUS

RICK ANDERSON, Director, Department of Human Resources, indicated that there were two events that occurred that suggested that the City should review its deferred compensation programs. The long-standing program recently brought forth a change in plan design that affected fees. Subsequent to that, the City received a fairly aggressive unsolicited proposal from major insurance company John Hancock to roll over the current program. The proposal suggests that the City is not exercising its fiduciary responsibility in regard to the plan, although staff does not agree with this.

The intent is to obtain an independent analysis of the current plans and the proposed plan before the proposed plan is brought before the City Council in an unsolicited format. The cost of the analysis is inconsequential since there are approximately \$50 million worth of assets in the program, which deserves the same thorough analysis given to the City's other insurance programs. The results will be brought forth in briefings with the individual Council members. Any changes will be scheduled for action by the City Council.

COUNCILMAN REESE expressed concern about the continued hiring of outside consultants to perform analysis. A regular employee with the necessary expertise should be hired. MR. ANDERSON explained that in this particular case the expertise is not the type that would be used often, perhaps not for many years once the plan is in place. It is not expected for the consultant's services to come close to the requested \$25,000.

COUNCILMAN REESE asked why questions have come up now. Has the City been misguided? MR. ANDERSON responded that the deferred compensation program last came up for discussion approximately six years ago when the International City Managers Association proposed its program to City Employees, at which point the City did not conduct an independent analysis of the plan. The analysis is necessary to determine which of the fees identified are actual fees that City employees are paying.

CITY COUNCIL

MEETING OF

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

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF HUMAN RESOURCES -
CONSENT**

Approval of an agreement with William M. Mercer Investment Consulting, Inc. to review and make recommendations regarding current and proposed City deferred compensation programs (not to exceed \$25,000) - (Continued)

ASHLEY HALL, Orgill Singer & Associates, 550 East Charleston, indicated that Orgill Singer & Associates is the current City provider for deferred compensation through Hartford, which was recently reviewed by the State of Nevada and retained as well as by Clark County. He invited MR. ANDERSON or any designated individual to review the fee structure and ask any questions. MR. ANDERSON expressed his appreciation and advised that an inquiry would be forthcoming.

NOTE: MAYOR GOODMAN directed that discussion be held regarding the potential implementation of a policy to ensure that wherever possible local consultants be given first consideration to contract with the City. CITY MANAGER VALENTINE assured MAYOR GOODMAN that the City currently seeks out local consultants; however, there are occasions where because of required expertise or to avoid conflicts staff must look outside of the city.

There was no further discussion.

(12:30 - 12:36)

2-1317

CITY COUNCIL

MEETING OF

JULY 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources

SUBJECT: APPROVAL OF AN AGREEMENT WITH WILLIAM M. MERCER INVESTMENT CONSULTING, INC. TO REVIEW AND MAKE RECOMMENDATIONS REGARDING CURRENT AND PROPOSED CITY DEFERRED COMPENSATION PROGRAMS (NOT TO EXCEED \$25,000)

PURPOSE/BACKGROUND

The City of Las Vegas currently offers two deferred compensation programs to its employees. Two additional proposals have been received which may change or replace the existing programs. In order to be responsive to our fiduciary responsibilities, the City is requesting approval on obtaining an outside review of the plans and proposals from a registered investment advisor to review and evaluate vendors, fee structures, administrative functions and fund options as compared to peer groups, market indexes and risk versus rewards (standard deviation).

FISCAL IMPACT

Not to exceed \$25,000

RECOMMENDATIONS

Council approve the Investment Consulting Service Agreement with William M. Mercer Investment Consulting, Inc.

Agenda Item

27

**Investment Consulting
Service Agreement**

THIS AGREEMENT, dated 7/12/99, is by and between **William M. Mercer Investment Consulting, Inc. ("Mercer")**, and **City of Las Vegas ("Client")** with reference to the following background:

A. Mercer is a registered investment adviser which provides investment advisory services to various institutional clients.

B. Client desires to engage Mercer to perform the services described below on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above premises and intending to be legally bound the parties agree as follows:

1. **Advisory Services.** Mercer will provide Client with the services described in Exhibit A attached hereto. Client will retain all decision making authority with respect to the management and administration of its Deferred Compensation Plan, including appointment of investment managers and final decisions regarding investment policy.

2. **Fees.** As compensation for the services provided under this Agreement, Client will pay Mercer the fee set forth on Exhibit B attached hereto. In addition, with prior review and approval by Client, Client shall reimburse Mercer for the agreed upon costs and expenses incurred by Mercer in connection with its performance hereunder including, the cost of travel and

lodging, communications, computer, editing, word processing and reproduction. Reimbursable expenses shall not exceed \$2,500. All fees and expenses are due within 30 days of receipt of invoicing. The fees assume that the scope of Mercer's role and the number of vendors being evaluated remain unchanged. Any changes in these areas will be cause for Mercer's basic fee structure to be reevaluated with Client.

3. **Confidentiality; Proprietary Information.** In connection with the performance of its services under this Agreement, Mercer will hold any confidential information it receives concerning Client in strict confidence, and will not disclose any such information to any third party except as necessary in connection with the performance of its duties on behalf of Client or as required by applicable law. Mercer will be relieved of the undertaking of this section with respect to any Client information which is made public through no fault of Mercer. Client acknowledges that the manager profiles, performance histories and other information contained in Mercer's databases and reports are proprietary information of Mercer; Client agrees not to disclose any such information to any third party, except as required by law, or use such information except as contemplated by this Agreement. In the event that either party is required by law to make a disclosure, such party will notify the other party promptly to enable such other party the opportunity to challenge such disclosure.

4. **Liability.** In connection with the performance of its duties under this Agreement, Mercer will not be liable for any losses or expenses incurred as a result of any act or omission by any investment manager, custodian or other third party. Mercer shall not be liable for any act taken, or omission or recommendation made, by Mercer in good faith and in the absence of gross negligence or willful misconduct. Nothing contained herein shall in any way constitute a waiver or limitation of any rights that Client may have under applicable Federal and State securities law. In no event shall (a) Mercer be liable for any indirect, special, punitive, consequential or incidental damages including, without limitation, loss of profits and (b) Mercer's liability for services provided hereunder exceed the annual cash fee payable to Mercer hereunder.

5. **Term.** The initial term of this Agreement (the "Term") is for one (1) year and shall commence on July 1, 1999; (the "Commencement Date") however, this Agreement shall be automatically renewed for successive one (1) year time periods unless terminated in writing by either Party as provided below

Either Party shall have the right to terminate this Agreement by giving at least thirty (30) days written notice to the other Party prior to the date of termination. In such event, Mercer shall be entitled to the payment of fees and the reimbursement of expenses in connection with services rendered through the effective date of termination.

General.

a. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Nevada.

b. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of Mercer and Client and shall not be construed as conferring any rights on any third party.

c. **Independent Contractor.** Mercer's services are those of an independent contractor; Mercer shall not be the legal agent of Client and has no authority to execute any contract on behalf of Client, except to the extent specifically authorized in writing by Client.

d. **Force Majeure.** Mercer shall not be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

e. **Entire Agreement.** This Agreement states the entire agreement between Mercer and Client with respect to the services described herein and may not be amended except by a written instrument signed by both parties. Any previous written or oral agreements and understandings between the parties with respect to the subject matter hereof are superseded by this Agreement.

f. **Assignment.** Neither party may assign this agreement without the prior written consent of the other party.

William M. Mercer Investment Consulting, Inc.

By: Harvey L. Rubinstein

Harvey L. Rubinstein

Title: Principal

Date: *July 7, 1999*

Attest: *Carrie P. Pegel*

Date: *July 1, 1999*

City of Las Vegas

By: *Oscar B. Goodman*

OSCAR B. GOODMAN

Title: MAYOR

Date: *7/14/99*

Attest: *Barbara Jo Ronemus*
BARBARA JO RONEUMUS, City Clerk

Date: *7/14/99*

Approved as to Form: *J. P. Pincus* *7/6/99*
Date

EXHIBIT A**Description of Services****Option A**

- Review IRC Section 457 vendor proposals from:
 - Hartford;
 - ICMA;
 - Prudential; and
 - John Hancock.
- Compare the administrative functions and employee communications capabilities of each firm
- Analyze the fees and other costs charged by each vendor
- Review and Evaluation of representative set of fund options of each vendor versus:
 - Peer Groups;
 - Market Indexes; and
 - Risk vs. Reward (Standard Deviation).
- Summarize results in written report
- Personal Presentation of final report by your Mercer Consultant

Option B

Above plus initial on-site start up visit by your Mercer Consultant

EXHIBIT B**Fee Structure: Hard Dollar (Cash) Fee:**

Choose one:

☐ **Option A**

- The estimated cash fee shall be as follows:
 - \$15,000
 - Plus costs and expenses as described in Section 2

☒ **Option B**

- Includes initial on-site start up visit:
 - \$16,500
 - Plus costs and expenses as described in Section 2

Billing:

- ♦ Monthly

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 20

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****NEIGHBORHOOD SERVICES - CONSENT**

28

Approval of the annual reduction of the Deferred U. S. Department of Housing and Urban Development (HUD) Rental Rehab Loan for the property at 2916 Poplar in the amount of \$2,688.95

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

29

Approval of an Interlocal Agreement with the City of North Las Vegas for the funding of \$5,000 in City of North Las Vegas Community Development Block Grant Funds to assist the city with funding a homeless demographic study being conducted by the University of Nevada, Las Vegas

APPROVED - see above

NOTE: COUNCILWOMAN McDONALD requested a legal opinion from CITY ATTORNEY JERBIC as to whether she must abstain on all matters regarding UNLV since she is employed by the University.

(11:01 - 11:02)

1-1310

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION**July 12, 1999**

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT:

Approval of the annual reduction of the deferred U. S. Department of Housing and Urban Development (HUD) Rental Rehab Loan, for the property located at 2916 Poplar in the amount of \$2,688.95

PURPOSE/BACKGROUND

This 2916 Poplar project received a City of Las Vegas HUD Rental Rehab Grant in the amount of \$26,889.50, in entitlement CDBG funds. The \$2,688.95 reduction is inclusive of 1998.

The terms of the "Regulatory Agreement" (Attachment "A"), executed between the City and the owner, state:

This property must:

1. Continue to be rental units.
2. Certify rental to lower income tenants at loan closing.
3. Maintain property to meet all City codes.
4. Limit displacement of tenants during and after rehabilitation.
5. Not discriminate against Section 8 Certificate holders or large families.

City staff inspects and certifies annually that the above items are in compliance with the terms of the agreement. This certification allows for a 10% reduction or "forgiveness" of the loan each year, in accordance with the terms of the Promissory Note.

HUD recommends having the City Council's formal approval of the loan reduction action because the City and the owners, Joseph & Gloria Childers are signatories to the above agreement.

Therefore, Department staff is requesting Council's approval of a reduction in the amount of \$2,688.95 which would leave a balance of zero. Further, it is recommended that the property be remanded to the owner.

Each year staff will prepare and submit the documentation necessary to recommend a reduction in the loan balance. This documentation will become a permanent part of the file and will be available for future HUD monitorings.

FISCAL IMPACT

None

RECOMMENDATIONS

It is the recommendation of the City Manager that Council approve this loan reduction regarding the 2916 Poplar project in the amount of \$2,688.95.

Agenda Item**28**

Briefing Sheet: July 12, 1999

SUBJECT: Approval of the annual reduction of the Deferred U.S. Department of Housing and Urban Development (HUD) Rental Rehab Loan, for the property at 2916 Poplar in the amount of \$2,688.95.

- This project received a HUD Rental Rehab Grant, August 2, 1989, in the amount of \$26,889.50.
- This property and its subsequent owners have met the 10 year program requirements.
- The owner of the property must comply with certain conditions to receive a 10% annual write down or "forgiveness" of the loan.
- City Staff inspects annually for compliance in the following areas: 1). Property must remain low rentals. 2). Owner must not discriminate against Section 8 clients. 3). Property must be kept up to City Codes. 4). Units must remain rentals for the entire 10 year period.
- The reduction shall make the new balance zero, and the property will be reconveyed back to the owner.
- Staff recommends that City Council approve the loan reduction.

MEETING OF

July 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT:

Approval of an Interlocal Agreement with the City of North Las Vegas for the funding of \$5,000 in City of North Las Vegas Community Development Block Grant Funds to assist the City with funding a homeless demographic study being conducted by the University of Nevada, Las Vegas.

PURPOSE/BACKGROUND

In conjunction with the County of Clark, the City of North Las Vegas, and the City of Henderson, the City of Las Vegas has facilitated the Las Vegas Valley "Continuum of Care" strategy which is submitted to the Department of Housing and Urban Development (HUD) annually as part of a discretionary SHP (Supportive Housing Program) grant application. The Las Vegas Valley, comprising the entities of the City of Las Vegas, Clark County, North Las Vegas, and Henderson, has not conducted a demographic analysis of its homeless residents since 1992. Without a statistically valid survey, HUD is required to assume that a geographic area's homeless population is equivalent to 1/2 of one percent of the area's general population. Such an assumption is expected to undercount severely the local homeless population and therefore results in a less competitive SHP grant application.

The City has contracted with the UNLV Department of Sociology for the completion of a comprehensive demographic study which will be remitted in four phases: (1) a "point-in-time" survey to obtain an unduplicated count; (2) an ethnographic analysis to provide trends in the homeless population; (3) a second, smaller survey to provide extensive demographics on the homeless population; and (4) a final report indicating the study's findings and recommendations for improved coordination and delivery of homeless services. The cost for the study shall be an amount not to exceed \$50,000.00. UNLV is also committed to providing three public information sessions to share the study's results with the community.

Per an Interlocal Agreement, the City of North Las Vegas is contributing \$5,000 towards the total cost of the study. The County of Clark has committed \$20,000, the City of Henderson has committed \$5,000. Once the funds are received, the City will be contributing an amount not to exceed of \$20,000, and the City would serve as the fiscal agent in order to expedite payments to UNLV.

The State Demographer, Dean Judson, will be approving the survey instrument and methodologies employed by UNLV. In addition, the U.S. Census Bureau will review the survey instrument and methodologies prior to the completion of the study. As a result, the completed study will be considered statistically valid when planning homeless service delivery as well as when applying for HUD SHP funding via the Continuum of Care strategy. Completion of the homeless demographic survey is also needed for the submission of the Urban County Consortium's HUD Consolidated Plan for Fiscal Year 2000-2005.

FISCAL IMPACT

None.

RECOMMENDATIONS

It is the recommendation of the City Manager's Office that the City Council approve this action as stipulated herein.

Agenda Item

29

Briefing Paper: July 12, 1999

Approval of an Interlocal Agreement with the City of North Las Vegas for the funding of \$5,000 in City of North Las Vegas Community Development Block Grant Funds to assist the City with funding a homeless demographic study being conducted by the University of Nevada, Las Vegas.

- Council has already approved the allocation of \$50,000 in CDBG funds. After receiving contributions from the County, North Las Vegas, and Henderson, the City's contribution will be \$20,000.
- The City of North Las Vegas is committing \$5,000 for the study.
- The County has entered into an Interlocal Agreement for the commitment of \$5,000 in County general funds (achieved through the Clark County Affordable Housing Committee).
- Henderson has given Neighborhood Services a written letter of commitment, but has not yet approved the Interlocal Agreement with the City. The Agreement has been approved by the Las Vegas City Attorney.
- UNLV completed the first phase of the study on the evening/morning of May 12/May 13. The survey was a tremendous success, made possible in part by a generous contribution from Las Vegas Metro.
- UNLV has completed the first work deliverable and submitted a draft of the results, a copy of which is attached. The initial count (not including difficult to assess homeless such as the "doubled-up", under-housed, and transitional short-term homeless) comprised approximately 4,000 individuals.
- UNLV is required contractually to complete the study by August 31, at which time UNLV will provide three public information sessions prior to December 31.
- In order to facilitate correspondence with the media while maintaining the confidentiality and rights of the human subjects being studied, UNLV and the City have agreed to release an information sheet in response to media inquiries. Media inquiries may be directed to Lucie Melchert, Public Information Officer, Neighborhood Services Department.

INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO
THE CITY OF LAS VEGAS FOR A DEMOGRAPHIC SURVEY OF THE HOMELESS
POPULATION IN THE LAS VEGAS VALLEY

WHEREAS, the City of North Las Vegas, hereinafter called "North Las Vegas" is a local governmental unit; and

WHEREAS, the City of Las Vegas, hereinafter called the "City", is a local governmental unit; and

WHEREAS, the City seeks funds for the purpose of conducting a homeless demographic survey (hereinafter called the "Project") of the Las Vegas Valley; and

WHEREAS, pursuant to NRS 277.180 North Las Vegas may enter into interlocal contracts with other public agencies for the performance of any government service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, North Las Vegas and the City are authorized individually by law to engage in housing and community development activities; and

WHEREAS, provision of support services for homeless persons is of concern to the respective Councils of the City and North Las Vegas; and

WHEREAS, there are no valid statistics for the local homeless population and in absence of valid statistics, the U.S. Department of Housing and Urban Development is required to assume that the geographic area's homeless population is equivalent to only one-half of one percent of the general population; and

WHEREAS, such an assumption severely under-counts the local homeless population and therefore adversely affects the community's ability to compete for homeless assistance funds; and

WHEREAS, North Las Vegas hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by the City, as identified in Exhibit "A", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of North Las Vegas as a whole; and

WHEREAS, the City agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT AGREED by City Council of the City of North Las Vegas, that North Las Vegas funds be provided to the City for the Project, subject to the following conditions and limitations:

I. Scope of Services

A. North Las Vegas will provide a maximum of FIVE THOUSAND AND NO/100TH DOLLARS (\$5,000) in Fiscal Year 1998/99 North Las Vegas Community Development Block Grant (CDBG) Funds (the "Funds") to the City to assist in conducting the Homeless Demographics Study, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. The City will conduct a survey of homeless persons who reside within the "Las Vegas Valley," an area comprised of the City of Las Vegas, the City of North Las Vegas, the City of Henderson, and unincorporated Clark County, providing a "point-in-time" count of the total number of homeless persons, in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

II. General Conditions

A. The City will acknowledge all the parties who assisted in funding this study, namely North Las Vegas, the City of Las Vegas, the City of Henderson, and the County of Clark in press releases, written reports, and all other communications regarding this project.

B. The City will obtain any and all federal, state, and local permits and licenses required to execute the Project, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or North Las Vegas ordinance or state or federal statute.

C. North Las Vegas will require the City to be bound by all City and North Las Vegas ordinances and state and federal statutes as required.

D. The City has requested the financial support of North Las Vegas to enable the City to provide the services contemplated herein. North Las Vegas shall have no relationship whatsoever with the Project except the provision of financial support and the receipt of such reports as are provided for in this Agreement. To the extent, if at all, that any relationship to such services on the part of North Las Vegas may be claimed or found to exist, the City shall be an independent contractor only.

Nothing in this Agreement is intended to appoint the City as an agent of North Las Vegas. The City Council of North Las Vegas has not delegated to any North Las Vegas officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, the City an agent to North Las Vegas.

E. The City may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of North Las Vegas. Any such assignment or delegation made without the required consent shall be void, and may, at the option of North Las Vegas, result in the forfeiture of all financial support provided herein. The City may contract with the Sociology Department of the University of Nevada, Las Vegas to provide the services outlined.

F. The City shall allow duly authorized representatives of North Las Vegas, or independent auditors contracted by North Las Vegas, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to North Las Vegas contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by North Las Vegas, or independent auditors contracted by North Las Vegas, shall be announced to the City in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted access to all of the records of the City which relate to the Project.

G. Subject to the limitations of N.R.S. Chapter 41, the City shall protect, defend, indemnify, and save harmless North Las Vegas from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by, in connection with or arising out of any activity which is undertaken pursuant to this Agreement. The City's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorney's fees incurred by North Las Vegas in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred in enforcing or obtaining compliance with the provisions of this Agreement.

H. The City will not use any funds or resources which are supplied by North Las Vegas in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify North Las Vegas of any legal action which is filed by or against it.

I. No officer, agent, consultant, or employee of the City may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of the City may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or

herself, any member of his household, any business entity in which he has a financial interest or any other person.

K. No officer, agent, consultant, or employee of the City may participate as an agent of the City in the negotiation or execution of any contract between the City and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of the City may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

M. No officer, agent, consultant, employee, or elected or appointed official of North Las Vegas, or the City, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

N. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

A. The City may invoice North Las Vegas once a minimum of FIVE THOUSAND AND NO/100th DOLLARS (\$5,000) in expenses has been incurred, to be no later than June 30, 1999, unless extended by the mutual written consent of the City and North Las Vegas. The City shall record all costs of the Project by budget line items which shall be supported by adequate source documentation including checks, invoices, contracts, vouchers, orders and other accounting documents which demonstrate in proper detail the nature and propriety of all costs. At any time during normal business hours, the City's financial transactions with respect to the Project may be audited by North Las Vegas or independent auditors contracted by North Las Vegas. Such persons shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Project services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Project will be provided upon request to North Las Vegas.

C. In the event that North Las Vegas finds that the total amount of the Funds allocated for the Project are not expended in the time and manner prescribed in this Agreement, North Las Vegas reserves the right to extract that portion for other projects and Projects under the administration of North Las Vegas.

IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by December 31, 1999. An extension of the December 31, 1999 deadline may be authorized in writing through the mutual consent of the City and North Las Vegas.

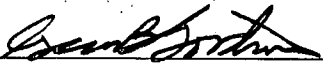
B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

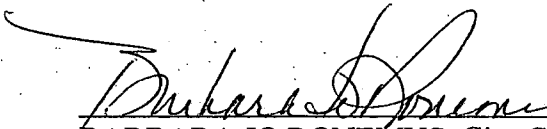
C. If the City fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the City violates any of the conditions or limitations of this Agreement, North Las Vegas may suspend or revoke this Agreement, and may terminate its participation in the Project at any time.

PASSED, ADOPTED, and APPROVED THIS 12th DAY OF July, 1999.

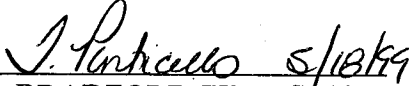
CITY OF LAS VEGAS

ATTEST


~~JAN LAVERTY JONES~~, Mayor
OSCAR B. GOODMAN


BARBARA JO RONEMUS, City Clerk

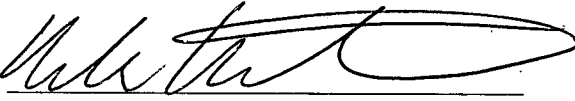
APPROVED AS TO FORM:
CITY OF LAS VEGAS

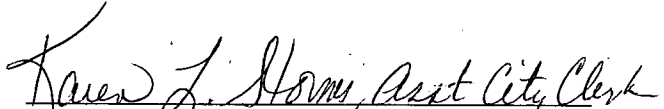
By:  5/18/99
For: BRADFORD JERBIC, City Attorney

PASSED, ADOPTED, and APPROVED THIS 16TH DAY OF JUNE, 1999.

CITY OF NORTH LAS VEGAS

ATTEST:

By 
MICHAEL MONTANDON, Mayor


for EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:
CITY OF NORTH LAS VEGAS

By 
For: RICHARD MAURER, City Attorney

EXHIBIT "A"**Expenditures Eligible for Reimbursement to City of Las Vegas**

	<u>Total Cost</u>	<u>North Las Vegas Payment</u>
First Deliverable:		
Initial Survey	Lump Sum: \$ 12,500.00	
Second Deliverable:		
Ethnographic Analysis	Lump Sum: \$ 12,500.00	\$ 5,000.00
Third Deliverable:		
Second Survey	Lump Sum: \$ 10,000.00	
Fourth Deliverable:		
Final Report	Lump Sum: \$ 14,400.00	
Fifth Deliverable:		
Information Sessions	Lump Sum <u>\$ 600.00</u>	
TOTAL PAYMENT:	<u>\$ 50,000.00</u>	<u>\$ 5,000.00</u>

EXHIBIT "B"**SCOPE OF SERVICES**

1. North Las Vegas will provide a maximum of FIVE THOUSAND AND NO/100TH DOLLARS (\$5,000) in Community Development Block Grant (CDBG) funds to the City of Las Vegas for conducting a Homeless Demographic Study, as set forth in Exhibit "C" - Statement of Work, and incorporated herein as if fully set forth.
2. During the funding period beginning the date of execution of the Agreement, the City will submit invoices to North Las Vegas for reimbursement of costs associated with the Project, as set forth in Exhibit "A", and incorporated herein as if fully set forth.
3. The City will provide notice to North Las Vegas of any program changes for which North Las Vegas funds are allocated under the provisions of this Agreement.
4. The City shall provide to North Las Vegas three (3) copies of final drafts of each of the first four "deliverables" within sixty (60) days of completion of each draft, whereas each deliverable is described in Exhibit "C" and incorporated herein as if fully set forth.

EXHIBIT "C"

To be appended no later than ten (10) days after execution of the Agreement.

City of Las Vegas Homeless Study Draft of Initial Reports

Introduction

After completing the agreement for "The City of Las Vegas Homeless Study," we began finalizing specific methodologies for the varying phases of the project. These were designed by Fred Preston, Ph.D., Robert Schmidt, Ph.D., Kurt Bouchard, Ph.D., Robert Hunter, Ph.D., Dean Judson, Ph.D., and Bo Bernhard, Ph.D. candidate. The agreement called for five specific phases of the project with phases one and three involving extensive field work. The first phase was a "point count" in which enumerator teams would literally "count" homeless individuals throughout the Las Vegas Metropolitan Area and would record observable characteristics of the individuals. Prior to the "point count," the research team discussed the project at the April and May meetings of the Southern Nevada Homeless Coalition. The team also met with the officers of LVMPD who were assigned to the homeless population. Additionally we also met with ten leaders of the homeless service community two days prior to the count. All of our meetings proved to be beneficial and the help and insights of those who routinely deal with the homeless population was invaluable.

Methodology

In consultation with Dean Judson, the demographer for the State of Nevada and officials of the U. S. Bureau of the Census we developed the strategies for the actual "point count." It was determined that enumerator teams would be assigned specific areas for the count. We used the latest commercial maps for Las Vegas and decided to use that of Rand McNally since its division of the area into 125 "Rand Sections" had been used by other researchers with success. (Appendix A). In consultation with Kurt Bouchard and former homeless individuals we created an initial list of indicators for identifying the homeless (Appendix B). We also created a form to facilitate the enumeration process. (Appendix C)

After considering a variety of factors such as traffic on the street, police availability, and

the schedules of participants, the night of May 12-13 1999 was chosen for the "point count." Two major "teams" were created for the count: the first, under the direction of Fred Preston and Bo Bernhard covered most areas east of I-15, while the second team, under the direction of Bob Schmidt, covered most areas west of I-15. There were also groups assigned to cover the railroad tracks from Apex to Jean, Mesquite, Primm, Laughlin, and Boulder City. Four training sessions were held for participants prior to the count night and they each received their assignments the night of the count immediately following a training session. There were 167 participants.

Included in the group were community volunteers, professionals, social workers, teachers, upper-division students, undergraduate students, and people who work with the homeless. Most groups were told to stay in their vehicle and were given the cell numbers of team leaders and the LVMPD officers who were working on the project. Additionally, the heat identifying LVMPD helicopter was used to cover the Las Vegas Wash, areas around the Sam Boyd Stadium, the Pasco Swamps and desert areas south of the city. Directors of shelters which serve the homeless population were asked to report their census counts for that night. All enumerators turned in their sheets the following day. There were numerous calls with questions for the team leaders during the night which indicated to the research team that the enumerators were doing a particularly conscientious job. The count took place between the hours of 10 p.m. and 6 a.m.

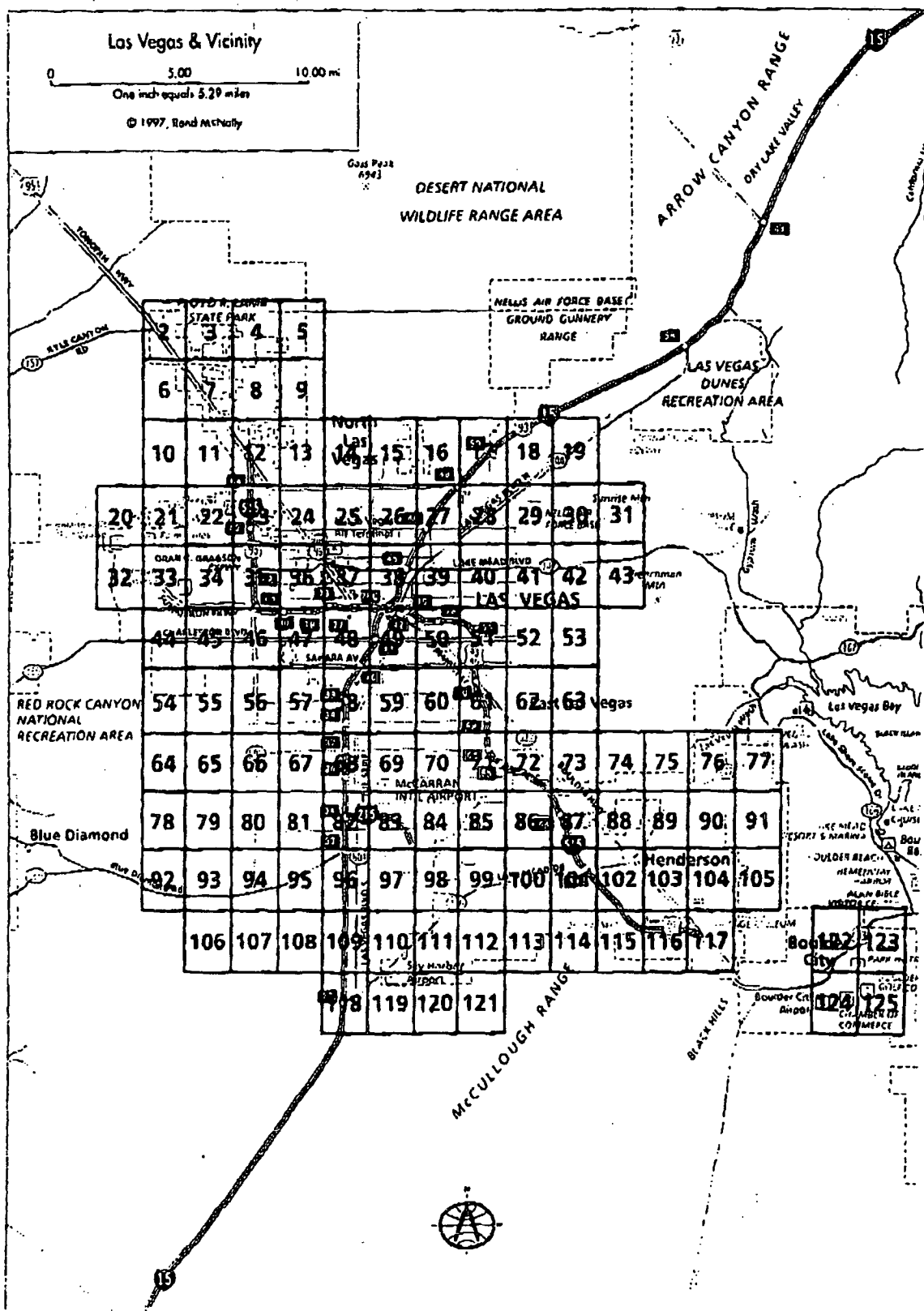
Initial Conclusions

The initial "point count" night total is just short of 4000. Many "rand Areas" on the periphery of Las Vegas did not have any identified homeless on that night. Our on-going interviews while doing the transects suggests that this would be an expected outcome. It is also clear that a count just under 4000 is most probably an "undercount" and further statistical analyses will determine to what extent that is true. It is likely that the final number will be substantially higher than 4000. Profiles of the reported initial count suggest that the overwhelming majority of the street homeless are white males between the ages of 25 and 45. There are some African Americans, some Hispanic, some native Americans and a few women. The interviews which are currently in progress will give a much better profile of the population since characteristics such as ethnicity, gender, and age are often impossible to determine at night

from a distance. (Appendix D)

Locations of those identified in the point count determined the location of "Rand Areas" for the transects. These will be reported in the description and conclusions of the sample.

PageFinder™ Map U.S. Patent No. 5,419,544.



B

Visible Indicators of Homeless

1. Carrying personal items in bags or shopping carts
2. Carrying bed rolls
3. Sleeping in public places
4. Clothing dirty, dark and/or inappropriate for weather
5. Old/odd/worn out shoes
6. Congregating in homeless areas
7. Carrying cardboard
8. Eating/rummaging from trash or dumpster
9. Outside or near homeless shelter
10. Walking at a slow pace
11. Searching the ground for objects
12. Walking into bushes (for personal possessions, etc.)

Use your best judgment, and give your team leader a call if you have any questions.

C

LOCATION	GENDER	AGE	RACE

**Las Vegas Homeless Study
Homeless I.D. Indicators**

1. Sleeping in public places
2. Old dirty clothing
3. Clothing Innapropriate for Weather
4. Rustling in garbage containers or dumpsters
5. Clothing being carried in plastic bags or shopping carts
6. Pushing shopping cart or near shopping cart filled with other than food in non-grocery area
7. Extreme unkempt appearance
8. Shaggy hair and/or beard
9. Hanging at 24 hour business

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF PUBLIC WORKS -
CONSENT

30

ACCEPTANCE OF RIGHT OF WAY ITEMSGRANT DEEDS

From: TYNDALL LLC

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼) of Section 3, T20S, R60E, M.D.M. for a 299 square foot chord area located at the southeast corner of Craig Road and Tioga Way for the Craig Road Improvements - Buffalo Drive to U.S. 95 (6-8-99) 138-03-302-001

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

31

From: DEL WEBB COMMUNITIES, INC.

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼) of Section 24, T20S, R59E, M.D.M. for additional rights-of-way for Summerlin Parkway (6-9-99) 137-24-702-001

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

32

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT, BARGAIN, SALE DEED

From: MAREN E. WAGER, TRUSTEE OF THE
MAREN E. WAGNER TRUST DATED
MAY 19TH, 1994

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 33, T20S, R61E, M.D.M. for
Alta Drive right-of-way located at the
northwest corner of Alta Drive and
Vandalia Street (previously recorded in
the Office of the Recorder, Clark County,
Nevada in Book 990121 as Instrument
No. 00877)
(10-29-98) 139-33-210-091

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

33

GRANT, BARGAIN, SALE DEED

From: HERMAN L. HOLMES AND LEDONIA
M. FRENCH-HOLMES, AS TRUSTEE(S)
OF THE HOLMES FAMILY TRUST
DATED 1-24 1997

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 33, T20S, R61E, M.D.M. for
Alta Drive right-of-way located at the
northeast corner of Alta Drive and
Tonopah Drive (previously recorded in
the Office of the Recorder, Clark County,
Nevada in Book 981109 as Instrument
No. 01201)
(11-3-98) 139-33-210-142

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

34

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT, BARGAIN, SALE DEEDS

From: JAMES E. BYRNE, A SINGLE MAN

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Deauville Drive (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990121 as Instrument No. 00875)
(11-2-98) 139-33-210-076

M. McDONALD - Motion to APPROVE:**Items 5 through 26****Items 28 through 65**

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

35

From: MICHAEL S. BUCHNA, AN UNMARRIED MAN

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼) of Section 33, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northeast corner of Alta Drive and Vandalia Street (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990114 as Instrument No. 00195)
(12-22-98) 139-33-210-090

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

36

DEPARTMENT OF PUBLIC WORKS -
CONSENTGRANT, BARGAIN, SALE DEEDS

From: VICTORIA BROWN, FORMERLY
VICTORIA NORTON, A MARRIED
WOMAN

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 33, T20S, R61E, M.D.M. for
Alta Drive right-of-way located at the
northwest corner of Alta Drive and
Beaumont Street (previously recorded in
the Office of the Recorder, Clark County,
Nevada in Book 990121 as Instrument
No. 00876)
(11-3-98) 139-33-210-122

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried UNANIMOUSLY with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV

Item 4: APPROVED under separate action
(see individual item)

Item 27: APPROVED under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

37

From: JUDITH KAYE CORNETT, AN
UNMARRIED WOMAN AS HER SOLE
AND SEPARATE PROPERTY

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 32, T20S, R61E, M.D.M. for
Alta Drive right-of-way located at the
northwest corner of Alta Drive and
Parkway East (previously recorded in the
Office of the Recorder, Clark County,
Nevada in Book 981006 as Instrument
No. 00088)
(8-13-98) 139-32-610-022

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

38

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT, BARGAIN, SALE DEEDS

From: GARY M. GOLBART AND LESLIE A. GOLBART, HUSBAND AND WIFE AS JOINT TENANTS

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northeast corner of Alta Drive and Parkway West (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981029 as Instrument No. 03442)
(9-23-98) 139-32-610-043

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

39

From: DENNIS L. WILLSON AND ANITA P. WILLSON, HUSBAND AND WIFE AND ANITA S. MONTGOMERY, A SINGLE WOMAN, ALL AS JOINT TENANTS

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R61E, M.D.M. for Alta Drive right-of-way located at the northwest corner of Alta Drive and Parkway West (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 981106 as Instrument No. 01408)
(10-28-98) 139-32-610-044

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

40

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANTS FOR TRAFFIC
PURPOSES**

From: LEONARD DEFRIEND AND JULIA
DEFRIEND, HUSBAND AND WIFE AS
JOINT TENANTS

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 11, T20S, R60E, M.D.M., for a
traffic easement located on the northeast
corner of Gowan Road and Torrey Pines
Drive
(6-14-99) 138-11-610-063

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

41

From: ANTHONY JAMES CLAYTON AND
LINDA L. CLAYTON, TRUSTEES OF
THE CLAYTON FAMILY TRUST DATED
SEPTEMBER 30, 1998

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 3, T20S, R60E, M.D.M. for a
176 square foot traffic easement located
at the northwest corner of Craig Road
and Tenaya Way for the Craig Road
Improvements Buffalo Drive to U.S. 95
(6-14-99) 138-03-201-003

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

42

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR INGRESS AND
EGRESS PURPOSES**From: SEAGULL PARK, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼)
of Section 29, T20S, R62E, M.D.M., for
ingress and egress easements located
on Bonanza Road, west of Nellis
Boulevard
(6-24-99) 140-29-801-006**M. McDONALD - Motion to APPROVE:****Items 5 through 26****Items 28 through 65****- carried UNANIMOUSLY with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV****Item 4: APPROVED under separate action
(see individual item)****Item 27: APPROVED under separate action
(see individual item)**

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

43

**RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES**From: SEAGULL PARK, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼)
of Section 29, T20S, R62E, M.D.M., for
sight visibility restriction easements
located on Bonanza Road, west of Nellis
Boulevard
(6-24-99) 140-29-801-006**APPROVED - see above**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

44

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR PEDESTRIAN
ACCESS PURPOSES**From: SEAGULL PARK, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 29, T20S, R62E, M.D.M., for a
pedestrian access easement located on
Bonanza Road, west of Nellis Boulevard
(6-24-99) 140-29-801-006**M. McDONALD - Motion to APPROVE:****Items 5 through 26****Items 28 through 65****- carried UNANIMOUSLY with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLV****Item 4: APPROVED under separate action
(see individual item)****Item 27: APPROVED under separate action
(see individual item)**

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

45

**RIGHT OF WAY GRANT FOR BUS STOP
PADS**

From: TYNDALL LLC

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 3, T20S, R60E, M.D.M., for a
15 square foot bus stop pad on the south
side of Craig Road, approximately 100'
east of Tioga Way for the Craig Road
Improvements - Buffalo Drive to U.S. 95
(6-8-99) 138-03-302-001**APPROVED - see above**

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

46

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR BUS STOP
PADS**From: RAY AND ALMA SCHOOL LLC
ARIZONA LIMITED LIABILITY
COMPANY

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 3, T20S, R60E, M.D.M. for a
15 square foot bus stop pad on the north
side of Craig Road east of Tenaya Way
for the Craig Road Improvements Buffalo
Drive to U.S. 95
(6-16-99) 138-03-611-001**M. McDONALD - Motion to APPROVE:**

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Item No. 29 to avoid any possible conflict with her
employment with UNLVItem 4: **APPROVED** under separate action
(see individual item)Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for
discussion.

(11:01 - 11:02)

1-1310

47

GRANT OF EASEMENTFrom: JOHN W. ANDERSON, A MARRIED
MAN

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 28, T20S, R61E, M.D.M., for a
security wall easement lying within
Bonanza Village bounded by Vegas Drive,
Martin L. King Boulevard, Washington
Avenue and Tonopah Drive
(6-10-99) 139-28-110-066**APPROVED - see above**

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

48

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**GRANT OF EASEMENT

From: EDDIE JAMES LUCAS AND ELNER LUCAS, HUSBAND AND WIFE, AS JOINT TENANTS

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for a security wall easement lying within Bonanza Village bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive
(6-9-99) 139-28-110-021

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

Item 4: **APPROVED** under separate action
(see individual item)

Item 27: **APPROVED** under separate action
(see individual item)

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

49

DECLARATION OF UTILIZATION

From: BUREAU OF LAND MANAGEMENT

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼) of Section 5, T20S, R60E, M.D.M., for road and sewer purposes located east of El Capitan Way and north of Alexander Road
138-05-801-017, 024, 025, 026 & 027

APPROVED - see above

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

	DEPARTMENT OF PUBLIC WORKS - CONSENT	
50	<u>REPORT/ACTION ITEMS</u> Approval of a contract with HMH Engineering & Surveying, Inc. to perform right-of-way acquisition services on the Jones Boulevard Improvement Project - Rancho Drive to Centennial Parkway (Fiscal Impact: Not to exceed \$34,100 to be funded by CCRTC)	M. McDONALD - Motion to APPROVE: Items 5 through 26 Items 28 through 65 - carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV Item 4: APPROVED under separate action (see individual item) Item 27: APPROVED under separate action (see individual item) ***** There was no related discussion. See Item No. 29 for discussion. (11:01 - 11:02) 1-1310
51	Approval of a purchase request to Nevada Power Company for relocation of facilities at Crestdale Lane (Summerlin Parkway project)	APPROVED - see above
52	Approval of the consultant agreement with HDR Engineering, Inc. to provide services for Scada integration, Value Engineering implementation and Risk Management plan implementation for the Water Pollution Control Facility (Fiscal Impact: \$3,652,336 - Sanitation Enterprise Fund)	APPROVED - see above

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
July 12, 1999

TO:

CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A CONTRACT WITH HMH ENGINEERING & SURVEYING, INC. TO PERFORM RIGHT-OF-WAY ACQUISITION SERVICES ON THE JONES BOULEVARD IMPROVEMENT PROJECT - RANCHO DRIVE TO CENTENNIAL PARKWAY.

PURPOSE/BACKGROUND

This contract agreement for right-of-way acquisition services is with the firm of HMH Engineering & Surveying, Inc. Their work will involve purchasing thirty-one (31) right-of-way parcels for the Jones Boulevard road widening project. The thirty-one parcels are located on Jones Boulevard between Rancho Drive and Centennial Parkway.

FISCAL IMPACT

Not to exceed \$34,100 to be funded by Clark County Regional Transportation Commission.

RECOMMENDATION

The Director of Public Works recommends APPROVAL of this contract agreement.

AGENDA ITEM

50

JONES BOULEVARD IMPROVEMENTS

CONTRACT FOR RIGHT-OF-WAY ACQUISITION SERVICES

This Contract, entered into this 12th day of July, 1999, between the City of Las Vegas, a Municipal Corporation within the State of Nevada, (herein the "CITY") and HMH Engineering & Surveying, Inc., a Nevada Corporation, whose address is 8080 W. Sahara Avenue, Suite D, Las Vegas, Nevada 89117-1976, (herein the "CONSULTANT").

WITNESSETH

WHEREAS, the CITY is currently in the design stage of the Jones Boulevard Improvements Project consisting of approximately three miles of road and related improvements between Rancho Drive and Centennial Parkway in Las Vegas, Nevada. Said improvements include roadway (six lanes south of Ann Road and five lanes north of Ann Road) and traffic improvements, minor drainage modifications; and related amenities; and

WHEREAS, this Project is a result of a need to improve an existing route with appropriate traffic capacity and to accomplish this Project it is necessary for the CITY, to acquire rights-of-way from thirty-one (31) ownership properties (parcels) located along the Jones Boulevard alignment between Rancho Drive and Centennial Parkway.

WHEREAS, the CITY desires to retain the CONSULTANT for the purpose of providing acquisition services in connection with the aforementioned thirty-one (31) parcels.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and provisions of the parties thereto, it is mutually understood and agreed as follows:

1. The CONSULTANT will make their best effort to negotiate and acquire property rights that may include, but are not limited to, rights of entry, temporary and permanent easements and fee title free and clear of liens and encumbrances in order to construct road improvements and related facilities on the following described thirty-one (31) parcels of real property, identified by assessor parcel numbers (APN):

APN

- | | | |
|---|--------------------|------------------------|
| 1) 125-25-101-012 | 2) 125-25-310-001 | 3) 125-25-310-002 |
| 4) 125-25-310-003 | 5) 125-25-310-004 | 6) 125-25-410-001, 002 |
| 7) 125-25-410-003 | 8) 125-25-410-004 | 9) 125-25-410-005 |
| 10) 125-25-410-006 | 11) 125-25-410-007 | 12) 125-26-602-001 |
| 13) 125-26-604-006, 011 | 14) 125-26-704-002 | 15) 125-26-707-005 |
| 16) 125-35-605-007 | 17) 125-35-702-001 | 18) 125-35-702-002 |
| 19) 125-35-702-003, 005 | 20) 125-35-702-009 | 21) 125-36-301-001 |
| 22) 125-36-301-005 | 23) 125-36-301-006 | 24) 125-36-302-001 |
| 25) 125-36-401-001 | 26) 125-36-402-001 | 27) 125-36-403-002 |
| 28) 138-01-301-007 | 29) 138-01-304-001 | 30) 138-02-601-004 |
| 31) 138-02-702-001, 002, 138-02-802-001, 138-02-804-001, & 138-01-401-001 | | |

- 1 2. The CITY shall furnish the CONSULTANT preliminary title reports (when available),
2 appraisal reports, property maps, legal descriptions, names of record owners, Assessor
3 parcel maps, grant deed forms, easement forms (if applicable), CITY acquisition forms,
4 field notes relative to any background information on record owners and respective
5 properties that may assist the CONSULTANT and/or any other descriptive material and
6 construction plan data (when available) covering all of the properties to be acquired.
- 7 3. The CONSULTANT services shall include the following: prepare acquisition documents
8 on City forms, presentation of written offers based upon appraisals at fair market value,
9 negotiation with property owners on behalf of the CITY and performance of related
10 acquisition functions necessary to obtain the required property rights. Further services shall
11 be to open and close escrows with a pre-selected Title Company, or a title company
12 designated by a property owner, if pre-approved by the CITY; prepare parcel files with
13 documented contacts with property owners; prepare payment requests on parcel purchases;
14 prepare justification for settlement/condemnation action, if appropriate; submit monthly
15 status reports and submit closed files to CITY.
- 16 4. The CONSULTANT shall have submitted all parcels into escrow or for condemnation
17 action on or before September 15, 1999 it being fully understood and agreed that if the
18 CONSULTANT fails to deliver said parcels or perform when due, the CITY, in such event,
19 shall have the right to terminate the services of the CONSULTANT and the CITY shall not

be liable for payment for parcels submitted after the due date. An extension of time may be granted by the CITY in the event of unforeseeable circumstances presented in writing by the CONSULTANT prior to the aforesaid due date. The CONSULTANT shall be notified in writing of the CITY's decision regarding any request for an extension of time.

5. For their services in acquiring the necessary right-of-way, the CONSULTANT shall be paid according to the following fee: (fee not to exceed the following amount)

Negotiation/Acquisition

31 parcels @ \$1,100 = \$34,100

TOTAL FEE = \$34,100

which shall constitute full payment to the CONSULTANT for all services performed hereunder.

6. The CONSULTANT may bill monthly against the per parcel rate upon the following basis:

- A. 50% payment upon written offer to property owner.
- B. 50% payment upon file completion and submittal to CITY.

7. The CONSULTANT shall conduct negotiations and acquisition services in a forthright, professional manner adhering to all applicable State laws, and CITY rules and regulations. Furthermore, the CONSULTANT shall maintain all licenses and permits required by law to perform acquisition services at all times during the course of this Contract.

- 1 8. It is agreed that the CONSULTANT shall be available to the CITY for consultant-counsel
2 conferences and for subsequent pre-trial conferences on properties identified under this
3 Contract. Additional compensation for such conferences shall be at the rate of \$85.00 per
4 hour. It is further agreed that the CONSULTANT will be available to the CITY for court
5 appearances and expert testimony on its behalf regarding said properties for an additional
6 compensation computed on the basis of \$85.00 per hour.
- 7 9. The CITY shall have the right to cancel the CONSULTANT's services to be performed
8 under this Contract, in whole or part, in the event changes in the CITY's plans obviate the
9 necessity for such acquisition, by giving notice by certified mail, return receipt requested, to
10 the CONSULTANT, in which event, the CITY shall be liable for services furnished only to
11 the date of the receipt by CONSULTANT of such notice of cancellation.
- 12 10. The CONSULTANT agrees that they will not discuss or convey information used in
13 connection with the acquisition to, or negotiate with, any person or entity except property
14 owners or their authorized representatives. The CONSULTANT further agrees that they
15 will not furnish any other person or agency, except on proper order of the Court, a copy of
16 the appraisal report or information contained therein without the prior consent of the CITY.
17 The appraisal reports prepared for this Project are agreed to be confidential and a breach of
18 such confidence by the CONSULTANT without the prior consent of the CITY shall be
19 considered a material breach of this Contract for which damages will lie.

- 1 11. The CONSULTANT agrees to indemnify and save the CITY, its officers, agents and
2 employees harmless from any and all claims and losses accruing or resulting to any and all
3 persons, firms or corporations furnishing or supplying work, services, materials or supplies
4 in connection with the performance of this Contract and from any and all claims and losses
5 accruing or resulting to any person, firm or corporation who may be injured or damaged by
6 the CONSULTANT in the performance of this Contract. It is expressly understood that the
7 CONSULTANT is an independent contractor and is subject to all statutes and laws relating
8 to independent contractors and, in no event, will the CONSULTANT, or an agent or
9 servant, be considered as an employee of the CITY.
- 10 12. The CONSULTANT, by executing this Contract, certifies that neither principals nor any
11 employee in their service has, directly or indirectly, any financial or personal interest in or to
12 any of the parcels to be purchased under this Contract, and, further, that neither principals
13 nor any employee in their service has, directly or indirectly, any financial or personal
14 interest, other than this Contract, in any contract or sub-contract in connection with this
15 Project. The CONSULTANT further certifies that should they or any employee in their
16 service acquire in the future, prior to completion of the above-mentioned acquisition
17 services, any such interest in property within the Project or in any contract or sub-contract in
18 connection with such Project, they will immediately notify the CITY of such interest or
19 interests. For breach or violation of this warranty, the CITY shall have the right to annul

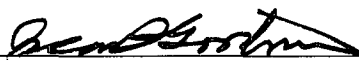
1 this Contract without further liability, and the CITY shall thereupon pay only such
2 consideration as shall have accrued on Project acquisitions completed in their entirety prior
3 to the acquisition of such adverse interests.

4 IN WITNESS WHEREOF, this Contract is hereby executed as of the date first set forth
5 above.

6 DATE OF COUNCIL ACTION:

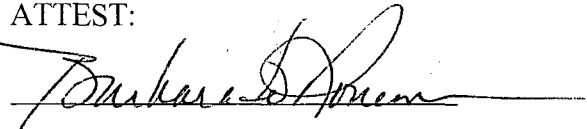
CITY OF LAS VEGAS

7 7/12/99

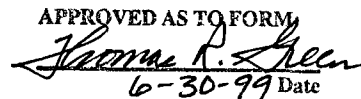
BY: 

8 ATTEST:

OSCAR GOODMAN, MAYOR

9 

10 BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM

6-30-99 Date

11 HMM Engineering & Surveying, Inc.

12 BY: 

13 RALPH R. MATECKI, PLS, PRINCIPAL

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
JULY 12, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKSSUBJECT:APPROVAL OF A PURCHASE REQUEST TO NEVADA POWER COMPANY FOR RELOCATION OF
FACILITIES AT CRESTDALE LANE (SUMMERLIN PARKWAY PROJECT)PURPOSE/BACKGROUND

This purchase request to Nevada Power Company is for the relocation of existing high voltage conduits, cables, and vaults which are within the alignment of the Crestdale Lane Overpass of the Summerlin Parkway Project, and must be moved prior to construction. The facilities covered by this request are located on an existing NPC easement.

FISCAL IMPACT

Funding for this request will be provided by the Clark County Regional Transportation Commission (Interlocal Agreements of 11/13/97, 05/14/98, and 02/11/99).

\$ 104,393.00 CCRTC

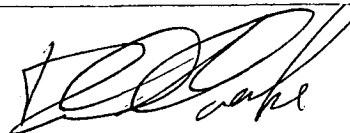
RECOMMENDATION

The Director of Public Works recommends that the City Council approve this Purchase Request to Nevada Power Company.

AGENDA ITEM

51

CITY COUNCIL

MEETING OF
July 12, 1999

AGENDA DOCUMENTATION

TO: City Council

FROM: Richard D. Goecke, Director
Department of Public Works

SUBJECT: APPROVAL OF THE CONSULTANT AGREEMENT WITH HDR ENGINEERING, INC TO PROVIDE SERVICES FOR SCADA INTEGRATION, VALUE ENGINEERING IMPLEMENTATION AND RISK MANAGEMENT PLAN IMPLEMENTATION FOR THE WATER POLLUTION CONTROL FACILITY

PURPOSE/BACKGROUND

The City of Las Vegas Water Pollution Control Facility is undergoing an expansion from 66 Million Gallons per Day (MGD) to 91 MGD. This item is for a contract with HDR, Engineering, Inc. to provide continuing professional services related to the expansion of the WPCF.

The contract includes:

SCADA Integration Services: HDR will retain and manage an Integration Subconsultant, "Process Analyst Inc.", to provide Supervisory Control and Data Acquisition (SCADA) computer programming services. These services are required to complete the automation of the expansion and to upgrade the existing facility. Automation of the treatment plant will allow the City to reduce labor costs that would otherwise be expected for a treatment plant expansion. Expanding and upgrading automation is a vital part of the WPCF Business Plan.

Value Engineering Implementation: The City previously retained an independent consultant to perform design review and value engineering of the design for the WPCF expansion. The consultant recommended several cost saving measures that the City would like to incorporate into the final design. This item provides compensation to HDR and their subconsultants to implement these measures. These measures will provide savings of several hundred thousand dollars that will more than pay for the cost of implementing the changes.

Risk Management Plan Implementation: The USEPA recently initiated a program to identify certain safety risks at wastewater treatment plants. The City previously retained an independent consulting firm to complete this analysis at the WPCF with regard to the handling of digester gas (methane) on site. This analysis identified measures for improving the safety of the existing digester facilities. This item provides for HDR and their subconsultants to incorporate these measures into the final design.

FISCAL IMPACT

The fiscal impact is \$3,652,336. Funds are available in the Sanitation Enterprise Fund.

RECOMMENDATIONS

The Director of Public Works recommends approval of the contract.

Agenda Item

52

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 12th day of July, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "CITY") and **HDR Engineering, Inc.**, a Nebraska corporation (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the parties hereto previously entered into a contract dated December 7, 1998, whereby the CONSULTANT inter alia, provided to the CITY, certain engineering services during construction to expand the CITY'S Water Pollution Control Facility; and

WHEREAS, CONSULTANT is an engineering firm experienced in, and possessing knowledge of, engineering planning services related to wastewater treatment facilities and of the kind of additions and improvements planned for the Water Pollution Control Facility; and

WHEREAS, the CITY desires to retain the knowledge and experience of the CONSULTANT to provide the services (hereinafter more fully set forth) in connection with the provision of Supervisory Control and Data Acquisition (SCADA) and control integration services and related design services for the Water Pollution Control Facility; and

WHEREAS, the services to be rendered by the CONSULTANT under this AGREEMENT pertain to the expansion of the treatment capacity of the Water Pollution Control Facility to 91 million gallons per day (hereinafter referred to as the PROJECT), as further described in Section I below; and

WHEREAS, as part of the services to be provided hereunder, the CONSULTANT will lead and manage a team of subconsultants in conjunction with the PROJECT, which includes local participation by the following:

Name	Address
Westin Engineering, Inc.	1850 E. Flamingo Road, Suite 125 Las Vegas, NV 89119
Dan Stuart Davis, AIA	6000 S. Eastern Avenue, #14A Las Vegas, NV 89119
GC Wallace, Inc.	1555 S. Rainbow Boulevard Las Vegas, NV 89102
CH ₂ M Hill Engineering	2030 E. Flamingo Road, Suite 160 Las Vegas, NV 89119
Poggemeyer Design Group	2601 North Tenaya Way Las Vegas, NV 89128
Process Analysts, Inc.	6005 East Vegas Valley Drive Las Vegas, NV 89122

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree to the following terms, conditions and covenants set forth in this Agreement. As used hereinafter, the term "AGREEMENT" refers to Sections I through VII, and to Exhibits "A", "B", "C", "D", and "E", attached hereto and incorporated herein as part of this agreement.

SECTION I: ENGINEERING SERVICES

At the commencement of this AGREEMENT, the CONSULTANT shall provide the following services:

A. BASIC SERVICES

1. Provide the SCADA and control integration services and related design services for the expansion of the City of Las Vegas Water Pollution Control Facility, described in Exhibit "B", including Exhibits "B-1", "B-2" and "B-3".

B. ELECTRONIC MEDIA

1. CONSULTANT shall provide electronic media version of task deliverables on CD Ram disk. Electronic media deliverables shall be in form of CITY's standard software systems. Conversion to CITY standard shall be done by CONSULTANT, except for technical construction specifications, which shall be done by CITY.

SECTION II: ENGINEERING FEES

A. Definitions: For purposes of this AGREEMENT, the following terms are defined as follows:

1. "Salary Expenses" are the salaries, including overtime pay, paid by the CONSULTANT to those employees utilized in the performance of this AGREEMENT, which are estimated for the hourly rates contained in Form 5700, Exhibit "C".
2. "Business Overhead Multiplier" shall mean a factor by which the salary expenses are multiplied to compensate for general and administrative overhead.
3. "Direct Non-Salary Expenses" are as defined in Exhibit "D".

B. Compensation for Basic Services.

1. CITY agrees to pay CONSULTANT the (i) Salary Expenses times the Business Overhead Multiplier of 1.70, and (ii) the Direct Non-Salary Expenses (collectively (i) and (ii) are referred to as "Performance Costs"),

incurred by the CONSULTANT in the performance of the services set forth in Section IA, subject to the fee limits set forth in the Subsection C below.

C. Basic Services Compensation Amounts and Limitations:

1. The Performance Costs, Subconsultant fees, and Fixed Fee to be paid to the CONSULTANT shall not exceed the total amount set forth below unless specifically authorized in writing by the CITY:

	(a)	(b)	(c)	(d)
	HDR Performance Cost \$	Subconsultants \$	Fixed Fee \$	Total \$
Part A-SCADA Integration and Control Services	298,050	2,852,000	166,447	3,316,497
Part B – Value Engineering Implementation	70,220	90,100	14,268	174,588
Part C – Risk Management Plan for Digester Gas Implementation	106,405	10,000	15,336	131,741
Part D – Agency Coordination	18,991	7,500	3,019	29,510
Total	493,666	2,959,600	199,070	3,652,336

2. The CONSULTANT agrees to complete the performance of this AGREEMENT despite having reached the total payment limits set forth above (column d). It is understood and agreed by the parties hereto that the Fixed Fee (column c) is an amount guaranteed to the CONSULTANT for the performance of this AGREEMENT, but that the Performance and Subconsultant Cost limits (columns a and b) may, or may not, be reached by the CONSULTANT.
3. Although the CITY may authorize and consent to a higher Performance and Subconsultant Cost limit (columns a and b) for any of the contract Tasks set forth above, it is agreed by the parties that there will be no upward adjustments to the corresponding Fixed Fee limit (column c) unless there is a change in the scope of the services required under this AGREEMENT or a change in the duration of the PROJECT from that estimated in Section III.

- D. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY for payment of the compensation provided herein, shall submit on a monthly basis invoices for the services performed the preceding month. The invoice shall request payment only for that portion of the Salary Expenses, Direct Non-Salary Expenses and Overhead Costs actually incurred by the CONSULTANT for the preceding month, and for that portion of the Fixed Fee (column c) determined by estimating the percentage of work completed each month.

Payment by the CITY shall be made on or within thirty (30) days from the receipt of an invoice which itemizes the hours worked, expenses incurred, and the portion of Fixed Fee earned during the preceding month.

SECTION III: TIME OF PERFORMANCE

This AGREEMENT shall commence as of the date of approval by the City Council for the CITY, which shall be inserted in the introductory paragraph above.

Execution of this AGREEMENT by the CITY shall constitute authorization to proceed diligently with performance of the scope of work as described in "Exhibit B," according to the following schedule:

Agreement	Estimated Time of Performance of Engineering Services
Part A	One year following substantial completion and startup of Contract 23 BNR Facilities.
Part B	240 Days from Authorization to Proceed
Part C	120 Days from Authorization to Proceed
Part D	180 Days from Authorization to Proceed

SECTION IV: INSURANCE

- A. CONSULTANT shall provide and maintain during the existence of the AGREEMENT for the protection of the CONSULTANT and the CITY, the following coverage:
1. State Industrial Insurance System Insurance covering its full liability under the State Industrial Laws of the State of Nevada as required by the State Industrial Commission, or equivalent coverage approved by the CITY.
 2. Comprehensive General Liability Insurance in the amount of \$500,000 for injury or death to each person, \$1,000,000 for each occurrence and \$500,000 for each claim of property damage with the CITY named as an additional insured party.
 3. Automobile Insurance in the amount of \$500,000 with the CITY named as an additional insured party.
 4. Professional Liability Insurance (Errors and Omissions Coverage) in the amount of One Million Dollars (\$1,000,000) covering the negligent acts, errors, or omissions of the CONSULTANT committed during the

performance of the AGREEMENT. Said insurance shall be maintained in force and effect for two (2) years after the completion of CONSULTANTS services. A provision shall be included in said coverage subjecting the carrier to any decision or judgment relative to negligence on the part of CONSULTANT rendered pursuant to, or in accordance with, the arbitration provisions of Section XVII of the Supplemental Terms, Exhibit "A".

- B. Prior to the commencement of the AGREEMENT and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY demonstrating the procurement of such insurance and upon written request will provide the CITY with a copy of the appropriate sections of the policy.
- C. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY must contain a clause to the effect that cancellations shall not be made until thirty (30) days after written notice to the CITY. All Policies of CONSULTANT and its subcontractors shall name CITY as an additional insured. In the event that any of the insurance coverage required hereunder is canceled, reduced, or restricted, the CITY reserves the right to terminate this AGREEMENT or to require that the CONSULTANT obtain substitute insurance.

SECTION V: NOTICES

Any notice required under this AGREEMENT shall be sent to the following addresses:

CITY

RICHARD GOECKE
City of Las Vegas
Director of Public Works
400 East Stewart Avenue
Las Vegas, NV 89101

HDR ENGINEERING, INC.

DAVID A. PIVETTI
HDR Engineering, Inc.
271 Turn Pike Drive
Folsom, CA 95630

SECTION VI: SUBCONSULTANTS

It is understood and agreed that a portion of the services set forth in Exhibit B may be assigned to and performed by the subconsultants listed in the introductory paragraphs to this AGREEMENT. Compensation of these subconsultants shall be subject to the limits set forth in Subsection D. of Section III.

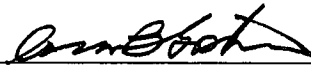
SECTION VII: ENTIRE AGREEMENT

Sections I through VI of this document, the Supplemental Terms, Exhibit "A", Exhibit "B", and Exhibit "C" and "D" constitute the entire AGREEMENT between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations, and agreements with respect thereto not incorporated in such AGREEMENT documents are hereby canceled.

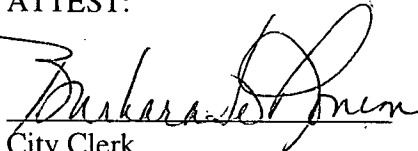
In event of any dispute under this AGREEMENT, wherein arbitration or litigation is commenced, the prevailing party, as determined by the arbitrator or judge, shall be entitled to relieve, as a part of the recovery the following: (i) costs of litigation, (ii) attorney fees, (iii) arbitration costs, (iv) expert witness fees and costs, and (v) other reasonable costs incurred in connection with the arbitration or litigation.

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

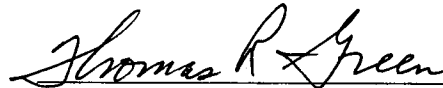
CITY
A Municipal Corporation,

By: 
Mayor, City of Las Vegas

ATTEST:


City Clerk

Approved as to form


Date 6-22-99

HDR Engineering, Inc.

By: 
David A. Pivetti
Senior Vice President

EXHIBIT "A"

SUPPLEMENTAL TERMS

In addition to the forgoing terms, conditions and covenants, the Parties hereto agree to the following supplemental provisions:

SECTION I: COORDINATION

In reviewing any and all plans, specifications, maps or other documents related to the performance of this AGREEMENT, CONSULTANT agrees to complete said review so as to not delay the performance of this AGREEMENT, or any other Agreement between the CITY and third parties, so long as CONSULTANT is aware of Agreement and Agreement relates directly to said Contract. CONSULTANT agrees to notify the CITY of any and all documents in the possession of the CITY needed by the CONSULTANT in performing this AGREEMENT.

SECTION II: TERMINATION

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT upon 7 days written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on the date of receipt of written notification, by registered mail of the United States Postal Services, sent by the CITY, and addressed to the party and location contained in the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

In the event of termination, without cause of default, the CITY agrees to pay the CONSULTANT the reasonable value for all work and services performed to the date of termination, plus all reasonable costs and expenses incurred by CONSULTANT as a result of such termination.

SECTION III: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter call "Event of Default");
1. If CONSULTANT shall default in the due observance and performance of any substantial term, condition or covenant contained herein;
 2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;

3. If any warrant, execution or other writ shall be issued or levied upon any property or assets for a period of thirty (30) days; or
4. If CONSULTANT should, in the reasonable judgment of CITY neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for ten (10) working days after written notice of the CONSULTANT, CITY, may without prejudice to any other remedy it may have at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work by such means as CITY may see fit, deducting from any balance due CONSULTANT the cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to CONSULTANT and in the event the costs of finishing CONSULTANT's work exceed the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY within five (5) days invoicing by CITY, or (b) terminate this AGREEMENT and all the obligations imposed hereunder including obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY' designated representative, whose certifications thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

- B. It is expressly agreed that CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT, pending adjudication or resolution of claim.

SECTION IV: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, calculations, software purchased by CITY, reports or other like documents given, prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, calculations, software purchased by CITY, reports or other like documents not in its possession.

SECTION V: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by the subcontractor or agent, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

It is expressly agreed that the CONSULTANT shall, at its own costs, defend any and all suits or actions that may be brought against the CITY, its officers or employees by reason of any negligent acts or omission against which the CONSULTANT has agreed to indemnify the CITY. If the CONSULTANT shall fail to do so, the CITY shall have the right to defend same and to charge all direct and incidental costs of such defense to the CONSULTANT, including court costs and counsel fees.

SECTION VI: ASSIGNMENT

The CITY and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respects to all covenants of this AGREEMENT, except neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION VII: WAIVER

No consent or waiver, express or implied, by either party to this AGREEMENT to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to waiver to or of any other breach or default by such party hereunder. Failure of the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by payment, by, or tentative approval or acceptance by CITY or the failure of CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

SECTION VIII: DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY' representative with respect to the work to be performed under this AGREEMENT. Said representative shall have complete authority to transmit instructions, receive

information, interpret and define CITY' policies and decisions with respect to the services of the CONSULTANT.

SECTION IX: CONSULTANT REPRESENTATIVES

CONSULTANT represents:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this AGREEMENT; that is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.
- B. That the CONSULTANT holds a license, permit or other special license to perform the services included in this AGREEMENT, as required by law, or employs or works under the general supervision of the holder of such license, permits or special license.

SECTION X: CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standard of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event that CONSULTANT fails to remove any employee after reasonable written notice from the CITY, from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

SECTION XI: INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY.

SECTION XII: APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with laws of the State of Nevada.

SECTION XIII: COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this AGREEMENT, including the Federal Occupational Health and Safety Act as it pertains to CONSULTANT's employees and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

SECTION XIV: SEVERABILITY

In the event that any provision of this AGREEMENT shall be held to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall remain valid and binding on the parties hereto.

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XVI: PUBLICITY

The CITY shall approve all publicity concerning the services of the CONSULTANT with respect to the performance of this AGREEMENT.

SECTION XVII: ARBITRATION

- A. All claims, disputes and other matters in question between the parties to this AGREEMENT arising out of or relating to this AGREEMENT or the breach thereof, may, upon mutual agreement by the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY shall be specifically enforceable under the prevailing arbitration law.
- B. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

- C. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) days after filing of the Certificate of Substantial Completion with respect to the PROJECT, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
- D. In the event of arbitration, it is agreed by the parties hereto that all means of discovery, including but not limited to depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules discovery provided under the Nevada Rules of Civil Procedure.
- E. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XVIII: CONFIDENTIALITY

CONSULTANT shall treat as confidential all information relating to the project and all information supplied to the CONSULTANT by the CITY and shall not permit its release to other parties or make any public announcement or publicity releases without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

SECTION XIX: SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action of the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT;
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviations, changes or modifications in writing, and;

- D. A provision that the subcontractor will obtain and maintain professional errors and omissions insurance in connection with the subcontracted work in an amount equal to \$500,000.

SECTION XX: MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

EXHIBIT "B"
SCOPE OF WORK

A. SCADA Integration and Control Services:

1. **Project Management:** Provide Project Management Services for the scope of work hereunder. Project Management shall consist of planning and scheduling of work, preparation of subcontracts, invoicing, and monitoring of the Work.
2. **Monthly Meetings:** Plan and attend monthly status and review meetings during the duration of the project. Prepare agenda prior to meeting and keep minutes of meetings. A total of 24 meetings are planned for the project and will be attended by HDR's Project Director, Project Manager and the Integrator Project Manager.
3. **Subcontractor Coordination:** HDR will provide the services of the SCADA Integrator as defined in the Integrator's Scope of Work, attached as "Exhibit B-1". HDR will manage and coordinate activities of Integrator including interactions between Integrator and other HDR subcontractors and between Integrator and construction contractors on the Project. HDR will serve as liaison between Integrator and City of Las Vegas. The responsibilities for deliverable reviews and test witnessing of the Integrator's Work is given in "Exhibit B-3".
4. **Process Walkdowns:** HDR will field verify existing process piping and equipment to be shown on P&IDs for the Tesco Liquitronic IV areas. HDR will document as far as practical existing equipment numbers as currently tagged.

B. Value Engineering Implementation:

1. **Contract 22, Headworks, Primary Sedimentation and Digester Facilities:** Incorporate Value Engineering ideas accepted by the City into the final design for the Project.
2. **Contract 29, Chlorination Facilities:** Respond to and incorporate Value Engineering ideas accepted by the City into the final design for the Project.
3. **Contract 23, Biological Nutrient Removal:** Incorporate Value Engineering ideas accepted by the City into the final design for the Project.
4. **Control Room:** Prepare plans and specifications for Control Room, incorporating six dedicated monitors, three workstations, and adjacent equipment room with rack mounted equipment.

C. Risk Management Plan for Digester Gas System Implementation:

1. **Boiler Modifications:** Prepare plans and specifications for replacement of existing boilers. Provide Engineering Services during installation of boilers, including; submittal review, periodic visits, and interpretation of plans and specifications.

2. Gas Piping Modifications: Prepare plans and specifications for specified digester gas piping modifications as recommended in "City of Las Vegas WPCF Digester Gas System Recommended Safety Enhancements" prepared by CH₂M Hill. Specific recommendations that will be incorporated into the plans and specifications are listed in "Exhibit B-2".
3. RMP Bidding and Construction Requirements: Work with City's purchasing department to modify bid documents, to provide for evaluating construction contractors relative to safety records, as indicated in "City of Las Vegas WPCF Digester, Gas System Process Safety Management Plant," prepared by CH₂M Hill.
4. Heat Loop Modifications: Analyze WPCF heat loop for City requested modifications and determine improvements required. Incorporate required improvements into plans and specifications for digester facilities.

D. Agency Coordination:

1. Future Reclamation Planning and Design: Review and analyze chlorine contact basins at the WPCF for compatibility with possible future reclamation projects and ability to meet State of Nevada reclamation criteria. Incorporate findings into plans and specifications for modifications of existing contact basins and construction of new contact basins.
2. Effluent Metering Facilities: Prepare plans and specifications to provide long throated or Parshall flume for metering of effluent flow in WPCF effluent channel. Incorporate design into construction contract for new flood berm, Contract 19, or for new filtration and chlorine contact basins, Contract 24.

EXHIBIT B-1

SCOPE OF WORK

**CITY OF LAS VEGAS
WATER POLLUTION CONTROL FACILITY
EXPANSION 2000 PROJECT
June 7, 1999**

Las Vegas WPCF Expansion

1 OVERVIEW

1.1 Introduction

This document describes the Scope of Work for PAI to provide Information Systems (IS) design, Programmable Logic Controller (PLC) and Human Machine Interface (HMI) programming, network configuration, implementation, testing, and associated services, for the City of Las Vegas (City) wastewater expansion program. PAI is to establish an on-site office at the Water Pollution Control Facility (WPCF) to perform the majority of the work.

The integration work for the project is to be performed for two facilities:

- a. The Water Pollution Control Facility. (WPCF)
- b. The Bonanza / Mojave Facility.

For each Facility, PAI will provide the City with a complete and operable process control system capable of operating the WPCF expansion as specified in this work scope. The scope of work includes the following tasks:

- Design and implementation of a Logical Data Model (LDM), Process Model, and physical database in Oracle. The architecture for this effort will be done using Essential Strategies Inc.
- Design, implementation, documentation and testing of four software utilities, for configuration, archiving, extraction, and reporting into the database.
- Programming and configuration of a number of Modicon Quantum PLC's to the Cities PLC programming standard.
- Programming and configuration of a US Data FactoryLink system to the Cities HMI standard. This includes design, testing, and implementation of a hot standby FactoryLink server.
- Programming and testing of existing Tesco LIQ5 Remote Terminal Units
- Configuration of a separate ethernet network and WAN for control and information systems.
- Testing as defined in this scope.
- Training as defined in this scope.
- Startup Assistance.
- Additions and modifications to the existing City PLC and HMI standards.
- Maintenance Management application data entry as defined in this scope.

Las Vegas WPCF Expansion

1.2 Number of Bid Contracts

The expansion of the City's WPCF is being carried out under a number of Contracts, which will expand the WPCF from approximately 60 MGD to 91 MGD. A General Contractor will supply the facilities, process equipment, instrumentation and SCADA equipment necessary for each Contract. PAI will coordinate work with the Engineer, other Contractors, and City Staff to test and startup the various facilities.

The Contracts are as follows:

1. C20 - Odor Control Improvements
2. C20A - Soils Bed and Grit Hopper Enclosures
3. C20B - Trickling Filter Covers
4. C21 - Mechanical Dewatering
5. C22 - Headworks, Primary Sedimentation Facilities Digester Complex
6. C23 - BNR Facilities
7. C24 - Filtration Improvements
8. C26 - SCADA and Maintenance
9. C27 - Operations Building
10. C29 - Chlorination / DeChlorination Facility
11. BMF - Bonanza Mojave Facility

Separate tasks. PAI's work associated with each Bid Contract is to be planned, implemented, and carried out as a separate task. A contract with HDR will establish the terms and conditions for commercial issues.

1.3 Abbreviations and Definitions

1.3.1 Abbreviations

BMF	The City's Bonanza / Mojave Facility
HMI	Human Machine Interface (Using Factory Link)
LDM	Logical Data Model
PLC	Programmable Logic Controller
WPCF	The City's Water Pollution Control Facility

Las Vegas WPCF Expansion

1.3.2 Definitions

Owner	City of Las Vegas
Bid Contract	The expansion project has been divided into a number of separate contracts that will be bid separately. Each contract will have it's own General Contractor.
Contractor	The General Contractor responsible for each Contract.
Engineer	HDR Engineering.
Coordinate with Engineer	References are made in the scope to the requirement for PAI to "coordinate with the Engineer". Coordination includes: • Coordinate schedule: Contact the Engineer and obtain his approval or direction for scheduling of testing, cutover or other work affecting the General Contractor, Plant Staff or operation of the facility. • Provide necessary resources. Provide staff and software in a timely fashion when directed by the Engineer, to meet the over-all project schedule. • Work with Other Contractors and City staff. Cooperate with other Contractors on-site and City Staff, as requested by the Engineer. Particularly during joint testing and startup. • Submittals. Make submittals to the Engineer as required by the scope of work, in a timely fashion. • Information needed by PAI. Request information needed from other parties, which is necessary for PAI to complete its work, in a timely fashion from the Engineer. • Keep Engineer informed. Maintain work schedules current and supply to the Engineer as requested. Advise Engineer of problems encountered or potential problems affecting the technical performance or schedule of the project. • Maintain work flexibility. Cooperate with the Engineer where changes in schedule or work are requested, made necessary by plant operational requirements, emergencies or changes by other Contractors. Provide associated cost and schedule modifications as required. • Communication: Communications between the Owner and Contractors is to be made through the Engineer or with the knowledge and authorization of the Engineer. Requests by Owner are required to be written out by contractor with costs assigned and calculated by the Engineer before work can progress.

Las Vegas WPCF Expansion

1.4 Supplemental Services

Provide a sum of \$445,000 for supplemental services not specified elsewhere in the scope. The Engineer during the course of construction on an as needs basis will negotiate these services. The Engineer must authorize supplemental work in writing prior to PAI starting work. Included in the Supplemental Services contract is \$205,000 for reimbursable expenses associated with the project. The expense portion will be billed at cost and will not require previous approval.

1.5 Description of the Contracts

The following is a brief overview of each contract with any contract specific PAI scope noted. Detailed application software requirements are provided in the "control strategy" descriptions for each contract. The P&IDs, and PLC input/output lists, provide additional information that was used in the estimating of the project.. Section 1.5 notes scope of work that is applicable to contracts.

1.5.1 C20 – Odor Control

Seven existing packaged system Quantum PLCs are mounted in free standing panels. They are the Trickle filters Plants Numbers 1,2,3,4, Waste Gas Burners Numbers 1, and 2.

PAI scope includes:

- Configure and integrate five new PLC nodes onto the ethernet process control LAN.
- Develop FL graphics for each of the five processes.
- Determine PLC registers needed for dynamic linking to the graphics by analyzing PLC programs. Modify PLC programs if necessary to optimize communications.
- Link graphics to the PLC. Estimated total of 15 graphic screens.
- Test PLC/FL communications on a point to point basis.

Process	Quantum PLC address
Odor control, Plant 1	23
Odor control, Plant 2	54
Odor control, Plants 3 & 4	55
Waste Gas Burner No.1	56
Waste Gas Burner No.2	57

Las Vegas WPCF Expansion

1.5.2 C21 – Dewatering Expansion

This contract has two phases:

- | | |
|----------|---|
| Phase I | Expansion of the facility. The following new systems will be added: <ul style="list-style-type: none"> • Two centrifuges with “packaged system” Quantum PLCs provided by the equipment manufacturer. • Sludge feed pumps. • Cake conveyors. • Polymer batching and feed. • Centrate pumping. |
| Phase II | Retrofit of the existing dewatering facility. The “packaged control system” for the three existing centrifuges are upgraded by the equipment manufacturer to be similar to the two new centrifuges. |

Note the following:

- A. Phase I is completed, tested and put into operation before Phase II is begun. Hence software, ORT, SAT and RAT tests are executed twice. Initially for Phase I, and a second time for the whole system
- B. Most cabling in phase II is new and most instrumentation is relocated.

PAI is required to:

- A. Develop Factory Link screens for the centrifuge packaged systems.
- B. Test the centrifuge screens and interface in conjunction with the Centrifuge supplier and Contractor.
- C. Verify, correct, and enter, O&M information into MP2.
- D. Program Auxiliary PLC with estimated 80 digital and 40 analog I/O.
- E. Obtain Vendor information packaged software to be used in HMI programming development.

1.5.3 C22 – Headworks and Digesters

A new headworks building, alum system, primary sedimentation basins, four new digesters (No.9, 10,11,12) boiler, gravity thickeners and sludge pump station, are being added as part of the plant expansion.

PAI will provide PLC and HMI application software, network configuration, network configuration, testing, startup and support.

Process	Quantum PLC
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Las Vegas WPCF Expansion

	address
Headworks	40
Alum system	To Be Determined
Primary sedimentation	41
Digesters No. 9,10,11,12 and boiler	36,37,38

1.5.4

*Las Vegas WPCF Expansion***1.5.5 C23 - Biological Nutrient Removal (BNR)**

This project adds the following new facilities:

- Four BNR basins (with aeration control and ten mixers per basin).
- BNR influent pump station. Three variable and two fixed speed pumps in a lead/lag sequence.
- Four secondary clarifiers with sludge and scum collectors.
- Scum pump station (4 pumps).
- A RAS/WAS pump station (6 VFD pumps).
- A new centrifugal blower.
- Additional engine instrumentation.
- Replaces a Tesco LIQ5 RTU (address 86) with a Quantum PLC.
- Adds a PLC 5 for power monitoring.

An existing TWAS centrifuge thickener is to be retrofitted with a new Modicon Quantum PLC based packaged control by the centrifuge supplier. This upgrade matches the centrifuge controls to the dewatering centrifuges (contract 21). PAI scope includes:

- Program Quantum PLCs, excluding the centrifuge packaged system.
- Create and link graphics for processes, including the additional blower, engine controls, and TWAS thickener centrifuge.

Process	Quantum PLC address
Influent pumping, BNR basins, aeration control.	65
Secondary clarifiers, RAS/WAS pumping, sludge and scum collectors	66
Engine Monitoring	To Be Determined
Blowers	86

*Las Vegas WPCF Expansion***1.5.6 C24 - Filtration**

This project converts ten (10) existing clarifiers into filters, deletes two influent "winter" pumps, and adds two (2) new larger capacity filter influent pumps. Twelve (12) Tesco LIQ 5 RTUs will perform control. Two (2) Tesco RTUs (addresses 81 and 82) are to be removed and replaced by Quantum PLC's.

Process	TESCO LIQ5 RTU address	Existing Control	Control after conversion
Filters	71 through 80 (10 RTUs total)	Two filters + a clarifier (per RTU)	Three filters (per RTU)
Filter influent	82	Wetwell and header tank control. Alum pumps.	
Filter backwash	81	Backwash sequence for 20 filters. Filter blowers.	Backwash sequence for 30 filters. Filter blowers.

The LIQ5 RTUs will continue to control the process after the conversion is complete. The Conversion requires PAI to modify the "Tescode" program in each of the LIQ 5 RTUs and prepare application programs for the new Quantums. The City has created Factory Link filter operator graphics for the existing 20 filters, 10 clarifiers, backwash and influent pumps and successfully linked them to the LIQ 5's using a Tesco supplied FactoryLink driver. PAI scope includes:

- Modify the Tesco "Testcode" in each of the 10 filter RTUs, to delete code associated with the clarifier, and add code for the third filter. The code should duplicate the existing filter programs as applicable. The existing Tesco code is identical to allow one program modification and download to PLC's.
- Program the new backwash Quantum PLC (81) to replace the existing RTU functions and add the additional 10 filters to the backwash sequence.
- Program the new influent pumping PLC to replace the functions of the existing influent pumping RTU. Add the two new pumps to the lead/lag sequence. The existing 5-pump sequence is expanded to a 7-pump sequence. Update the control strategies for the filter influent flow control, header tank, and wet well control. Modify the Alum control strategy.
- Add 10 filter FactoryLink graphics for the converted clarifiers, and link to the associated RTU.
- Modify the FactoryLink graphics for influent pumping and backwash. Link the graphics to the new Quantum PLCs.
- Add PLC programming for power monitoring

Las Vegas WPCF Expansion

- Renumbering of filters and associated equipment. The filters and associated equipment have been renumbered to accommodate the converted clarifiers. Use the new filter numbers and equipment tags as the basis for RTU and FactoryLink application software. Where existing programs use, or reference the old numbers, modify the programs to reference the new system.
- Cutover from old to new LIQ 5 programs to be progressive as General Contractor completes clarifier conversion. Down time to be minimized.

1.5.7 C26 - LIQ4 Replacement and SCADA System

Twenty two (22) existing Tesco RTU are being replaced by Quantum PLC controllers as follows:

Process (P1 = Plant 1, P2 = Plant 2 etc.)	Quantum PLC address	Tesco RTU addresses
• Secondary Sedimentation Basins P3, P4 • Trickling Filters P3, P4	4	3,4,
• Flows P1, P2, P3, P4 • Primary Basins P1, P2 • Alum tanks (4), • Sedimentation P1, P2, • Headworks? • Trickling Filters P1, P2	8	7, 8, 13, 14, 15, 19
• Digester 1, 2, 3 and associated hot water recirculation • Ferrous chloride addition	10	9, 10, 20
• Digester 4, 5, 6 and associated hot water recirculation • Ferrous chloride addition	16	16, 11, 12
• Alarms	17	17
• Digester 7, 8, and associated hot water recirculation • Ferrous chloride addition	34	33, 34
• Foul air scrubber No.1 and associated chemical injection	51	51
• Foul air scrubber No.2 and associated chemical injection	52	2
• Thickener P3, P4 • Primary basins P3, P4	63	63
• Boilers • Sewage pump station • Hazardous gas detection • Flares	98	35, 36

Las Vegas WPCF Expansion

1.5.8 C27 - Operations Building

The Operations building is currently in design. A central operator's control room will house an operator's control desk, multiple operator workstations, security displays, intercom master station, and a telecommunications cabinet. One workstation will multiplex up to eight monitors. PAI scope includes:

- Witness and verify the Contractor's testing of the network (within the building and to the external fiber backbone), and the workstation and control station installations.
- Configuration and testing of the network equipment to integrate into the overall plant network.

1.5.9 C29 - Chemical Addition, Chlorination, Dechlorination

This project adds the following equipment to a new chemical addition facility:

- 19 variable speed hypochlorite chemical delivery pumps
- 2 hypochlorite storage tanks
- 5 sodium bisulphite chemical delivery pumps
- 2 sodium bisulphite storage tanks
- Power monitoring

Process	Quantum PLC address
Chemical addition, storage	68,69

1.6 Integrator Scope Applicable to Contracts.

The following scope is required on the contracts.

Populating MP2.

For each bid Contract, the General will generate standard equipment and instrument data in a City specified electronic format, which requires entering into the WPCF planned maintenance system. PAI will:

- Obtain the equipment and instrument data from the Engineer, in electronic form.
- Check the format of the data. If problems exist with the data, return data with comments, to the Engineer for correction by the General Contractor.
- Upload the data into the MP2 database.

MP2 data should be scheduled for updates to be performed within 4 weeks of receiving the data from the Engineer.

Las Vegas WPCF Expansion

1.7 Equipment Supply

Equipment necessary for on-site testing of the software developed by PAI will be made available at the plant test site, as described in Section system testing. In general, this equipment will include:

- FactoryLink workstation and server
- Simulator PLC with test input/outputs.
- Network interconnection hardware and cables
- Power supplies

PAI will obtain and use the latest version of Modicon's Concept programming software for the Quantum PLC, as described in Section 4 and presently used by the City. The Concept development software and manuals will not be delivered to the City.

*Las Vegas WPCF Expansion***1.8 System Size**

Table 1-1 provides the approximate size of I/O and number of HMI screens to be developed based on data supplied from MASS Group and other information for each of the contracts. The number of PLCs indicated in the Table is the number required to program. Other PLCs exist on the network. PAI will configure the latter into the SCADA system as specified in this scope document.

For Contract C24 – Filtration, there are twelve (12) PLC's to be programmed. Ten (10) PLC's are Tesco LIQ5 RTUs; Two (2) are Quantum PLC's. Refer to Section 4.5 for more details.

TABLE 1-1

Contract	Description	# of P & I D's	# of I/O	# of Control Strategy Types	# of Process PLCs	# of Gateway PLCs	Estimate of Number of screens			
							Over view	Detail	Trend	I/O
C20	Odor Control	5	132	3	2	0	2	5	4	10
C21	Dewatering	19	534	11	1	3	3	10	5	5
C22	Headworks / Digesters / Prim Sed.	30	0	20	3	4	9	10	10	15
C23	Biological Nutrient Removal	15	460	9	3	1	2	20	5	15
C24	Filtration	14	360	30	16	1	5	20	5	80
C26	LIQ4 SCADA Upgrade	55	890	48	10	2	10	25	20	50
C27	Operations Building	0	50	1	1	0	1	1	1	5
C29	Chemical Addition Chlor /Dechlorination	8	120	12	1	1	2	6	5	5
BMF	Bonanza Mojave Fac.	City	64	City	City	City	City	10	City	10
	TOTALS	146	3610	134	37	12	34	137	55	225

Las Vegas WPCF Expansion

2 SCADA SYSTEM REQUIREMENTS

2.1 Network Configuration and Testing

2.1.1 Network Architecture

Control system components are identified in Drawing I005, New Control System Block Diagram. The network architecture includes:

- Pentium Pro Web Servers
- Operator Workstations
- Networked Laser Printers
- Process and Gateway PLCs
- Bridge to Office LAN
- T1 Router to Remote Plants
- Fiber Modems
- 10 / 100 Base-T Hubs
- Fiber Switches
- Modbus Concentrators

PAI will configure the components of the control system for operation as a single plant-wide system. The configuration includes address coordination, database integration, HMI and PLC application programming, network system management configuration, and testing.

Network configuration and testing will be required for each of the contracts. Configure new equipment for integration with the SCADA network. Upgrade project specific software to interface with the new equipment provided the upgrade path is compatible with existing software.

2.1.2 PLCs

For each new PLC:

- Verify the Ethernet card is installed and addressed.
- Assign PLC registers for Ethernet communications support.
- Establish the PLC to Server connection through LAN.
- Verify data transfers correctly to HMI.
- Verify data can be accessed and modified by FactoryLink Web Server.

Coordinate the configuration parameters with the City. Verify addresses, PLC registers, links to the power monitoring equipment with the City and Engineer before implementing.

Las Vegas WPCF Expansion

2.1.3 Workstations

For each workstation:

- Verify Ethernet card is configured or provide configuration.
- Configure the workstation for Ethernet communications.
- Load or update city specified programs into the workstation
- Verify data transfers correctly to the HMIs
- Verify data can be accessed and modified.

Verify database, PLC addresses, and FactoryLink parameters with the Engineer before implementing.

Servers

Primary and secondary SCADA servers are installed and in operation at the WPCF. PAI will update the configuration of each server as additional PLCs and operator workstations are added on each Contract. The configuration of the servers involves installing additional addresses, updating the database, and adding HMI displays and reports.

For each server:

- Verify version of existing database.
- Verify existing address.
- Verify existing revision of the HMI.
- Configure the server to handle the new addresses.
- Update the existing database.
- Update the HMI software to include data from the additional addresses.
- Install a local Oracle database and configure to replicate the SOP data resident on the Enterprise Oracle database.
- Verify hot standby configuration.

Coordinate server configuration and updates with the City and the Engineer. Initially configure the secondary server only. Verify proper operation of the new facility and controls before upgrading the primary server. Obtain the Engineer's written approval before commencing the primary server upgrade.

2.1.4 Network Communications Configuration Testing

Las Vegas WPCF Expansion

Test each segment of the control system and SCADA network separately and then again as a complete system. The testing focuses on demonstrating correct addressing, proper data transfer between segments, and through hubs and bridges. Each General Contractor tests connections and continuity before configuration testing commences. Test each part of the control system, as it becomes available.

Hardware installation is the responsibility of the General Contractor for each of the eight Contracts. Testing the communications between configured devices is the responsibility of the PAI. Tests include demonstrating to the Engineer the proper configuration has been achieved. Test control system segments as defined below.

2.1.4.1 Power Monitoring Segments

Demonstrate proper communications between FactoryLink and the power monitoring equipment.

- Upload parameters to the Gateway PLC from the Modbus Concentrator and power monitoring equipment. Demonstrate commands from the Gateway PLC are correctly interpreted by the power monitoring equipment and that proper data is returned.
- Create equipment alarms with alarm set points configurable by maintenance staff. Obtain initial setpoints from the Engineer. A PLC template approach will be developed for this task.
- Configure MP2 to accept data.

2.1.4.2 PLC Segments

Test the PLC network segments by demonstrating data movement between the:

- The PLC and the server.
- PLC and the HMI.

Verify the commands from the HMI are received by the correct PLC. Demonstrate the information returned to the Gateway PLC is correctly transmitted to the web server and the HMI software. Verify the returned data is correct and represents the correct piece of equipment.

2.1.4.3 Servers and Workstations and Printers.

Verify proper communications between the servers and workstations. Demonstrate the communications by:

- Updating data in the server from one of the workstations.
- Accessing specific workstations.
- Printing to specific printers from workstations.
- Retrieving data from the Server to the workstations.

*Las Vegas WPCF Expansion***2.1.4.4 Plant-Wide LAN**

Demonstrate communications through the bridge to the office LAN as follows:

- Exchange data between the Oracle and HMI databases.
- Display data from the Oracle database on a control system workstation.
- Demonstrate Standard Operating Procedures (SOPs) in the Oracle database are correctly integrated.

2.2 System Performance Requirements**2.2.1 Hardware and Software Architecture Analysis**

The following hardware and software architecture analysis scope is to be performed:

- a. Review the control system software and hardware components specified in the design documents and the HMI performance analysis prepared by MASS Inc.,
- b. Prepare a Technical Memorandum and deliver it to the Engineer prior to the beginning preparation of the SCADA application software. The memorandum should:
 - Discuss the response times listed below, and confirm they can (or cannot) be achieved. No guarantee is provided with this test and confirmation.
 - Make any general recommendations for improving performance that is applicable.
 - Suggest specific changes where the assessment shows response times will not be met.
- c. Attend a meeting with the Engineer to discuss the report.

System performance requirements, Ideal response times:

- a. Operator requests acknowledged by a visual cue on the operator screen. Response within = 0.5 seconds
- b. Computer controlled field equipment initial response to a screen generated operator command. Response within = 1.5 second
- c. Field status change shown on the operator graphic. Response within = 1.5 second
- d. Operator graphic displayed after new display requested. Data not necessarily updated. Response within = 1.5 seconds
- e. Operator graphic display with data update, after new display requested. Response within = 3.0 seconds

Las Vegas WPCF Expansion

-
- f. Trend display with initial value plotted, for new real time trend.
Response within = 4.0 seconds
 - g. Historical trend display, without data. Response within = 1.5 seconds
 - h. Historical trend display, with historical data shown.
Response within = 30 seconds
 - i. PLC alarm status change reported to the alarm display.
Response within = 1 second

The response times defined refer to timing when using complex displays. A complex display has 30 or more dynamic points operational.

Other loading parameters:

- a. Average utilization of each computer processor (i.e., servers, workstations)
Less than = 30%
- b. Average utilization of hard disk memory (i.e., servers, workstations)
Less than = 30%
- c. Average traffic utilization of ethernet LAN. Less than = 20%

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2.2.2 Pre-Installation Demonstration

Demonstrate the functionality of unique software and drivers (written by others) required to interface parts of the control system. Include the following in the demonstration:

- The power monitoring system Modbus Concentrator to ECMs.
- Gateway PLC to Modbus Concentrators.
- Gateway PLC to GE power monitoring equipment.
- PLCs to HMI Server.
- Workstations to HMI Server.

Conduct and document a Pre-Installation demonstration. The Contractor or the City will supply hardware and purchased software (HMI and PLC programming software). Set up the pre-installation demonstration in the Blower Building at the Plant. Others will provide hardware setup including wiring. PAI will notify the Engineer two weeks before the Demonstration and to conduct the Demonstration. It is a requirement that the Demonstration is witnessed and approved by the Engineer.

2.3 Configuration Utilities

2.3.1 Oracle Database

The City has developed a utility application program using Microsoft® Access to extract key data from the AutoCAD based P&IDs. PAI will create an Extract Database in Oracle using the P&IDs, as a source of data to automatically configure control applications, including:

- US Data Factory Link
- Modicon Quantum PLCs
- MP2 (planned maintenance system)

To achieve this level of automation, PAI will:

Develop programs to automatically extract the data from the P&IDs database. Use Oracle database Forms to format the data as required by the receiving applications, and configure the receiving application. The following utilities are required:

- A. FLEX - Configures Factory Link from Extract data
- B. COEX - Configures the Modicon Quantum Concept software with Extract data
- C. MEX - Configures MP2 database with Extract data.
- D. Upgrade the AutoCAD Extract utility to extract the key data needed and to comply with the requirements of paragraph 2.3.2.

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- E. Convert the equipment and instrument tag numbers shown on the P&IDs to a new tag number system currently being implemented by the City. The conversion should be implemented in the extract database. Obtain from the Engineer a conversion list.
- F. Add virtual points to an estimated 185 P&ID's. A print utility is not provided for this task.

2.3.2 Configuration Utility Development

PAI will develop the Utilities specified in paragraph 2.3.1, as user friendly programs, which can be used by maintenance staff without programming knowledge. The provided utilities will have the following capabilities and functionality:

- Run on a PC running Windows® NT.
- Have a developed user friendly interface using a menu-driven approach.
- Provide error-checking capability so that invalid data cannot be transferred to the target system.
- Function in both directions. Data can be both exported from, and imported to the Extract database.

PAI scope includes:

- a. Submit for approval to the Engineer, a detailed functional design document for the utilities prior to commencing detailed application development.
- b. Develop and test utilities.
- c. Document utilities. Documentation includes recording the import file structures for receiving applications.
- d. Demonstrate the operation of the utilities to the Engineer for his approval.
- e. After approval, deliver electronic copies of the utilities and documentation to the Engineer, for the City's ongoing use.
- f. Provide the City with a one-day (minimum) training course on the use of the utilities. Present the course twice to allow appropriate City staff to attend.
- g. Does not include a printout utility for printing virtual points.

When complete and accepted by the Engineer, deliver the applications to the Engineer for ongoing use. An allowance in the amount of \$305,000 will be provided for this effort. The cost breakdown is provided under the Utilities Development spreadsheet. A proposal will be provided to estimate additional cost to complete (if required) after funding for this effort is exhausted.

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2.4 Update PLC Standards

Programming of the PLCs is to be done in accordance with the City's PLC Standards document, to be supplied to PAI. PAI will modify this document in the manner prescribed in the standards, to reflect the actual detailed programming performed. In particular, enhance the PLC Standard to include the Derived Function Blocks and re-usable program sections created by PAI for use by the City and other Integrators approved by the City. This task has three parts:

a. Extend existing PLC Standards Manual.

1. Develop additional reusable code templates. These are to be developed and approved by the Engineer prior to beginning any PLC programming effort for the Expansion Bid Contracts. The following templates are to be developed.

- *Constant speed pump control.* PLC outputs include "start" and "stop" commands. Field inputs include "running", "auto", and pump "ready" status, process interlocks (e.g. discharge valve open, tank level "low", etc.), equipment alarms (vibration, motor temperature).

PLC logic to include generation of a "Overtime" alarm and totalization of motor starts and run times. Pump operating modes include PLC ("Run" signal derived from PLC algorithm outside the template) and SCADA / Hand (running with safety interlocks only. Started and stopped by the operator directly via the HMI.)

HMI signals to the PLC include start, stop, enable. PLC signals to the HMI include alarms, status signals, and totalized run time and number of starts.

- *Variable speed pump control.* Similar to the constant speed template but with the addition of a speed command output signal from the PLC and a speed input to the PLC. Speeds are scaled as 0 to 100%. Template should include the option of limiting the maximum setpoint rate of change (ramp control). Maximum rate of change to be operator preset through the HMI and the ability to be controlled through PID control of a flow or time based process variable.

- *Open/close valve control.* PLC outputs include "open" and "close" commands. Field inputs include "valve open", "valve closed", and "auto".

PLC logic to include generation of a "overtime" alarm if valve fails to reach the requested position within a preset time. Valve operating modes include PLC ("Open/close signal derived from PLC algorithm) and SCADA / HAND (operating with safety interlocks only. Opened and closed by the operator directly via the HMI.)

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HMI signals to the PLC include open, close, enable. PLC signals to the HMI include alarms, and status signals.

- *Modulating valve control.* Similar to the open/close valve control template, but with the addition of a PLC "valve position" command PLC output and an analog valve position input signal.

PLC logic to generate a "valve failed to reach position" alarm if the valve has not reached a requested position, within a given time period. In the SCADA/HAND mode, the operator can preset the valve position through the HMI.

Template should include the option of limiting the maximum setpoint rate of change (ramp control) and the ability to be controlled via PID control (Flow or Time). Maximum rate of change to be operator preset through the HMI.

- *PID control.* Template employing a PID algorithm to control a process variable to setpoint. (Typically flow, level, pressure control). Configuration logic should implement bumpless transfer when changing from HAND to AUTO. The template is to include an optional setpoint maximum rate of change.
- *PLC diagnostics template.*

Extract selected diagnostics information related to PLC malfunctions (processor, I/O modules, and communications) to make it available for display to maintenance staff through the HMI alarms and system status displays.

For each template develop an initial english narrative describing the template control strategy and input/outputs, both field and virtual. Submit to the Engineer and obtain written approval prior to starting programming. Document and test logic developed. Submit and obtain Engineer's approval for tested logic and documentation. Documentation is to follow the style and content used for the existing standards.

2.4.1 Adding to PLC Standards

Add to PLC standards during the course of the project. It is expected that PAI will actively develop new reusable code templates and test and document them during the course of the expansion project. The scope includes the following:

- Continue to develop and document reusable templates during the course of the project. PAI's target is to maintain approximately 80 percent of the Concept code as reusable templates.
- Update the PLC standards Manual with new templates and updates to existing templates.

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2.5 Updating HMI Standards

Programming of the Factory Link displays are to be done in accordance with the City's HMI Standards document. PAI is required to enhance this document to reflect the actual detailed programming performed. In particular, enhance the HMI Standard to include the details of Visual Basic and Oracle scripts and re-usable functions created by PAI for use at WPCF. The scope of work includes two phases:

- a. Update the HMI standards Manual
 - Update text, examples and graphics included in the Manual to reflect any changes in approach developed during the course of the project.
 - Submit a draft of the updates to the Engineer for approval at the completion of each Bid Contract.
 - When approved by the Engineer, incorporate updates into one copy of the Manual (hardcopy and electronic form) and provide to the Engineer for use by the City.
- a. Update existing HMI displays, already developed by the City

The City has approximately 160 existing displays that are required to be updated by the PAI, to comply with the HMI standards. The scope includes:

- Agree with the Engineer when the updates are to be scheduled.
- Prepare updated displays for approval by the Engineer.
- After approval, install, link and test the new displays.

2.6 Planned Maintenance MP2 System Data Population

At the completion of each contract, the MP2 planned maintenance database is to be updated with the data for new equipment, instruments and panels entered by PAI. The General Contractor on each contract supplies information in electronic form. PAI will develop a database for the contractors to enter their data. PAI's scope includes:

- a. Obtain raw data from the Engineer for each bid contract.
- b. Check data for format and consistency. Correct where necessary.
- c. Check equipment tags are in the "new" format.
- d. Submit data printout to Engineer for City review.
- e. After City approval upload data into MP2.

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3 FACTORYLINK SCADA SYSTEM PROGRAMMING

PAI will program the FactoryLink SCADA system to allow the City to operate its WPCF facilities from a number of SCADA workstations located throughout the Plant. This work consists of:

1. System configuration
2. Database definition and data entry
3. Display development
4. Standard Operating Procedure (SOP) development
5. Historical Data collection configuration and definition

SCADA system programming shall be performed in accordance with the City's HMI Programming Standards document.

3.1 System Configuration

This task consists of:

- Configuration of Windows® NT operating system on PCs supplied by the General Contractor or the City on the expansion project.
- Configuration of the FactoryLink SCADA system software on PCs in accordance with the network configuration.
- Configuration of system utilities
- Configuration of the servers for the Bonanza Mojave Facilities. This development will be priced separately from the main contract.

3.2 Oracle Database Definition and Data Entry

This task consists of:

- Definition of database types, attributes, and alarming conventions
- Definition of database size, using Essential Strategies, Inc architecture.
- Definition and sizing of the number of "virtual" I/O points required.
- Entry of hardware and virtual I/O points required by the system. Refer to Section 2.3 for more details.
- For each I/O point, ensure that attributes are entered into the database correctly, and that there are no duplicate I/O point names.
- Ensure that SCADA system I/O point names are coordinated with the I/O point names used in the PLC programs, extract database, and documentation.
- Coordinate the development of the databases with the control strategies. Add any data I/O points that are created in a control strategy to the database.

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3.3 Display Development

This task consists of:

- Development and creation of SCADA system displays using the developed HMI templates as the foundation for this effort.
- Development of the SOPs. See section 3.4 for detail.
- Coordination of the displays with the control strategies.
- An estimate of the number of process related displays is given in Table 1-1.
- Preparation of additional displays to indicate the status of Network nodes in the SCADA system, the status of each PLC and I/O modules, and the current configuration of the primary and secondary SCADA servers.
- Configuration of trend, alarm, and I/O displays.
- Coordinate the development of the control strategies with the development of the displays. Include associated displays for controlling modes, setpoints, equipment, station parameters, etc. from the control strategy displays.

3.4 Standard Operating Procedure Development

PAI will develop Standard Operating Procedures (SOPs) that can are required to operate process equipment such as pumps, valves and motors. For example the operator will be required to select the SOP sequence when starting or stopping a pump, or changing a speed or flow setpoint. A SOP step could be:

- Entering a setpoint or other database value
- Changing the status of manually operated field equipment
- Entering a text string in a comment field

Example SOPs are provided in the HMI standards. PAI will program the SOPs into the Oracle DB using a city provided Delphi program.

An allowance of forty (40) hours for SOP development is included in the base price of each contract (320 total hours). The Supplemental Service contract will provide for any additional development if required. SOP development and implementation will not continue beyond the Supplemental Service funding cap.

3.5 Historical and Real Time Data Collection Configuration and Definition

Configure the Historical Data Collection system to collect historical and real time data at specified intervals. The City will review the specified intervals.

Configure the Historical Data archiving function to archive collected data to long-term storage such that data for the previous ten years of operation is available for recall and display.

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4 PLC CONFIGURATION AND PROGRAM DEVELOPMENT

4.1 Programming Language

Program PLCs using Modicon's Concept programming language. Utilize the structured text (ST) and function block (FB) languages.

The Plant is currently using Concept 2.01 for the existing Modicon PLCs. Utilize the most current version of Concept for Modicon PLCs programmed under this contract or the version approved in writing by the City. Upgrade Modicon PLCs within the Plant to the same version of Concept as part of the final closeout of this contract.

Upgrading the Modicon PLCs to the same version of Concept requires the following tasks to be performed by PAI for each PLC. Vendor supplied PLC's will not be upgraded:

- List PLCs and the version of Concept used for programming.
- Identify PLCs that require upgrades.
- Upload program from the PLC.
- Update the program to the Plant-wide version of Concept.
- Correct any problems identified in the test using Supplemental Services funding.
- Download the revised program into the PLC.
- Verify proper operation of the PLC and associated Plant equipment.

Coordinate the program upgrade with the City and the Engineer. Provide the City and the Engineer a schedule noting which version of Concept was used to program the PLC and the date scheduled for upgrade. For each PLC, record Concept Programming problems found during upgrade and corrections taken. Upgrade documentation associated with the PLC. This task does not include updating programs to the latest released PLC template.

4.2 PLC Standards

Comply with the requirements defined in the PLC Standards provided by the City. Comply with the requirements defined for PLC configurations, program organization, and documentation. Comply with naming conventions and PLC register organization defined in the Standards.

4.3 Control Strategies

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Control strategies describe the control system functions and operator interface requirements at the local level, and the SCADA operator level. There are several types of control strategies that define the operation of the Plant. Typical control strategies define control for general standard control commands such as start/stop, open/close, increase/decrease etc. Equipment control strategies define the operation of each large piece of equipment within the Plant. These are unique for each type of equipment but not necessarily for each piece of equipment.

PAI scope includes:

- a. Use the configuration utilities described in section 2.3 to configure the PLC.
- b. Develop PLC logic to implement the control strategies provided by each of the contracts. Use Standard Templates to the greatest extent possible.
- c. Follow the guidelines set out in the City PLC Standards document when developing the programs for each PLC.
- d. Prepare PLC programs that provide complete process control meeting the requirements described in these Contract documents.
- e. Coordinate the development of the HMI displays with the control strategies. Include associated displays for controlling modes, setpoints, equipment, station parameters, etc. from the control strategy displays.
- f. Provide programming that allows PLC outputs, setpoints, and application software parameters to be controllable and modifiable from the operator workstations. These functions include start/stop, increase/decrease, raise/lower, open/close, auto/manual, etc. Test the programs as described in the Section "Testing".
- g. At the completion of System Acceptance Test update control strategy narratives to reflect the "as built" status. Reformat the narratives in the City's "Standard Format". Submit to the Engineer for approval prior to the start of the Reliability Acceptance test.

4.4 Gateway PLCs

The Gateway PLCs interface power-monitoring equipment with the HMI system providing detailed information about the power system and equipment to the operator and plant maintenance system, via the SCADA system. The power monitoring equipment typically consists of the following devices:

- Power Leader power management devices
- Power Leader components
- Power Leader communications network
- Multilin components
- GE Modbus Concentrators
- GE Electronic Control Modules (ECM)
- MicroVersaTrip circuit breakers

Provide the necessary programming to support the following functions. PAI will purchase required driver software:

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- Data received from the Gateway PLC available at HMI Workstations and database.
- Data from power monitoring system available to the operator through graphics displays in the HMI system and stored in the historical database.
- Gateway PLC transmits and receives data from the Modbus Concentrator using Modbus RTU protocol.
- Gateway PLC transmits and receives data from GE Multilin, GE Power, breakers and other GE power monitoring equipment.
- Commands from the HMI, such as resets, processed through the Gateway PLC, are received by the correct piece of equipment, and proper action takes place.
- MP2 plant maintenance meters are configured and generate the proper work orders.

Provide the functions listed above for Gateway PLCs listed in Table 1-1.

4.5 Tesco LIQ5 RTUs

The Filtration process within the WPCF expansion is being modified under Contracts C23 and C24. The existing equipment includes Tesco Liquitronic 5 RTUs acting as process controllers. These RTUs are not being replaced, and already contain the necessary drivers to allow the RTUs to communicate to the FactoryLink SCADA system.

PAI will provide programming for these RTUs in accordance with the control strategy descriptions in Contract C24. This programming task includes:

- Obtain the latest version of the program currently running in each of the 10 RTUs.
- Modify the existing program to include the requirements of Contract C24
- The programs are written in a structured text format. Maintain the existing program structure and methodology.
- Download the new program to the each of the RTUs
- Include these RTUs in testing and documentation requirements. Only the modified portion of each PLC will be included.
- Provide interim programming to implement a progressive switch over of filtration equipment used in contract 24.

5 SYSTEM TESTING

5.1 Summary

This Section identifies the required testing to be performed by PAI and the various Contractors with joint responsibility as outlined in each of the tests. As noted in the Table 5-1, PAI has either prime responsibility or is an active participant in the tests.

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Table 5-1 summarizes the tests required and the party with prime responsibility:

Test	Title	Primary Responsibility	Secondary Responsibility	Location
SSDT	Staged Software Demonstration Test	PAI	Contractor and Centrifuge supplier	WPCF – Blower Building
CORT-U	Combined Operational Readiness Test – Un-witnessed	PAI	Contractor	WPCF – Process Area
CORT-W	Combined Operational Readiness Test – Witnessed	PAI	Contractor	WPCF – Process Area
ISAT	Integrated System Acceptance Test – Witnessed	PAI	Contractor	WPCF – Process Area
RAT	Reliability Acceptance Test	Contractor	PAI	WPCF – Process Area

5.2 Test Types

5.2.1 Un-witnessed Test

PAI tests the equipment and completes test documentation prior to requesting or scheduling participation from the Engineer and the City.

5.2.2 Witnessed Test.

A repeat of the un-witnessed test, performed in the presence of the Engineer and the City, and signed off by the Engineer when successfully completed. The witnessed test cannot commence until the un-witnessed test is complete and documentation accepted by the Engineer.

5.3 Assistance to Contractor.

PAI will provide assistance during tests that are the prime responsibility of the Contractor, provide:

1. A minimum of one qualified person, full time for the period of the test. This effort will not exceed 24 person hours per contract.
2. A person with the following qualifications:

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- Familiarity with the control system equipment and programming provided by PAI.
- Ability to program Quantum PLCs.
- Knowledge of Quantum PLC hardware.
- Knowledge of Factory Link HMI software.
- Knowledge of serial communications, and ability to troubleshoot communication and network problems.
- Knowledge of instrumentation and associated wiring.

5.4 Test Plan

A detailed Test Plan is to be developed by PAI, for each test, in both electronic form (Microsoft® Excel and Word) and hard copy. The Test Plan information presented in this Section is to assist PAI understanding the complexity of the required tests.

When executed, the Test Plan will demonstrate that the functional and performance requirements defined in the Contract Documents have been met by PAI. The Plan will require the Contractor and PAI to test mechanical equipment interfaced to the SCADA system, electrical, instrumentation, communications, and computer systems both individually, and together as an integrated system. The Test Plan documentation will consist of two major parts:

5.4.1 Test Procedures

Prepare testing procedures on a step by step basis for each test listed in the Detail Test Sheet. The procedures should include action required for re-testing and required corrective action when a test, or part of a test, fails.

5.4.2 Detail Test Sheet

A Detail Test Sheet is required for each Test. The Test Sheet will show each item to be tested, with space to record the results of the test and a space for sign-off by PAI (un-witnessed test) or Engineer (witnessed test) for each test. A test may apply to a device, strategy, or system. A comment space for each test is to be included. The comment space is used by the Engineer (witnessed test) to track partially complete or failed tests, or successful completion of a previously incomplete test.

Items to be listed depend on the given test, but typically include the following:

- Field instrument or device
- Field loop
- PLC I/O point
- PLC calculated point

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- Panel
- Field wiring
- Control strategy
- HMI operator process graphic
- HMI alarm screen
- HMI summary or historical trend.
- HMI Standard Operator Procedures.
- HMI link to the Plant Planned Maintenance System (MP2)
- HMI link to O&M server.

PAI will submit the test procedures to the Engineer for approval prior to performing each required test.

The Detail Test Sheet should be in the form of an Excel spreadsheet. Provide separate detail sheets for each test.

5.5 Testing

- Execute tests listed in Table 5-1 in accordance with the approved test plan.
- Maintain and keep up to date specified test documentation for each test, in both electronic and hardcopy form. Record:
 - 1) Successful completion of each test. Date and initial (responsible person) each test or test step, at the time of successful completion, in the space provided on the Detailed Test Sheet.
 - 2) Test deficiencies, corrective action taken, and results of retest.
 - 3) Design changes, as approved or requested by the Engineer.
- Correct deficiencies found during the test and note on Detailed Test Sheet. Retest related portions of the test after correction of the deficiency and obtain sign-off. If a significant portion of the Test is deficient, the Engineer has the option to require the complete test to be repeated.
- Provide the Engineer with two copies of a bound test report, arranged in tabular form, within two weeks of completion of each of the following tests:
 - 1) Staged Software Demonstration Test
 - 2) Operational Readiness Tests.
 - 3) Integrated System Acceptance Test
 - 4) Reliability Acceptance Test

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- The report to contain copies of completed (signed off) test documentation generated during the test.

5.6 Staged Software Demonstration Test (SSDT)

This test is to demonstrate the application software for the PLC and HMI developed by PAI and the Centrifuge supplier performs as specified.

5.6.1 Software Test

1. Load software necessary to support testing. Load Factory Link on the workstation to act as a local server if the backup plant server is unavailable. Load PLC software on the simulator provided by the City.
2. Configure simulator as needed to support software verification. Where packaged system PLC interfaces are to be tested in conjunction with PLC's programmed by PAI, setup necessary temporary interface and network connections.
3. Verify proper operation of each of the PLCs.
4. Verify Modicon PLC internal diagnostic operations to ensure that the PLC and its communications are operating correctly.
5. Verify serial communications.
6. Quantum PLC to PC workstation
7. Gateway PLC to PC workstation
8. Multilin relay and ECM modules to the Gateway PLC.
9. Demonstrate redundant functions and components where applicable
10. Demonstrate local alarm processing and annunciation.
11. Demonstrate serial communications are operating correctly.
12. Test software strategies, on a strategy by strategy basis to confirm they meet the requirements of the strategy specifications.
13. Correct deficiencies found and retest deficient functions.
14. Provide a minimum of four hours per Bid Contract for the City to try "undocumented" tests and "what if" scenarios.
15. Document the results of testing on the approved test plan sheets.
16. Fix problem and re-test failed portion.

5.7 Combined Operational Readiness Test (CORT)

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This test is to verify, prior to the system going on-line, that the PLC software, SCADA software, SCADA database and operator graphics configured by PAI is working in conjunction with the hardware and plant.

PAI is responsible for conducting the Combined Operational Readiness Test. The Contractor is responsible for providing assistance to PAI during the course of the test.

PAI is to schedule both an un-witnessed and witnessed test. The tests are to be scheduled after installation is complete, but before process startup. Application software problems encountered during the test will be investigated and corrected.

The Contractor will supply a person, familiar with parts of the installation including panels, communication equipment, and test equipment, to assist PAI for the duration of the test.

The following CORT scope is the responsibility of PAI.

5.7.1 Base System Checkout

- Verify the Plant LAN communications for each installed PLC is operational
- Verify the FactoryLink/PLC interface drivers and functions are operational
- Verify the software for control of the process equipment is operational
- Verify the required historical capture, storage, and retrieval software functions are available
- Demonstrate that the required FactoryLink software functions are available at the Dewatering workstation.
- Demonstrate system diagnostics, both online and off-line are available.
- Demonstrate new and/or modified interfaces to other devices/systems not currently implemented in the existing system, including but not limited to serial interfaces to VFDs or the Power Monitoring System are functioning and available through FactoryLink.
- Demonstrate the proper operation of software changes and enhancements to the system negotiated and approved during construction.

5.7.2 PLC Operational Test

- Verify the operation of each Analog Input (AI) and Discrete Input (DI) point. For DI points, request the contractor to actuate the device. For analog inputs, simulate the process variable or have the contractor use a current simulator located at the instrument.
- Test each Analog Output (AO) and Discrete Output (DO) for proper operation.
- Check and document the signal on operator graphics, including process graphics, alarm and event summaries, reports, and trend displays, including the Dewatering workstation.
- Verify that PLC's and Dewatering workstation communicate with the SCADA server.

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- Test the control strategies at the PLC.
- Document results

5.8 Integrated System Acceptance Test (ISAT)

This test is to verify that the control system as a whole operates as specified, under normal processing conditions, including process startup and shutdown. The test repeats the tests performed during the Combined Operational Readiness Test, except with the process operating under normal operating conditions. In addition the test is to verify proper operation under various failure conditions.

This test is performed after the Contractor and PAI have completed software adjustments.

PAI is responsible for conducting the ISAT. The Contractor is responsible for providing assistance to PAI, during the course of the test, and diagnosing and correcting problems found with the Contractor's work, or Contractor supplied equipment.

5.9 Reliability Acceptance Test (RAT)

This test is to demonstrate that the control system is capable of operating continuously in the intended manner, for an extended period without failing. The test is the prime responsibility of the Contractor. PAI is to provide support and troubleshooting assistance to the Contractor when a problem is thought to have, or involve any work or system provided or worked on by PAI. Eight hours are allocated to this effort per contract.

5.9.1 Test requirements

- Perform the test while the facility is running under normal plant operating conditions. Plant personnel will operate the plant.
- Test period is 30 continuous days of operation.

If a system failure occurs during the course of the Test:

- Identify the cause of the failure.
- Resolve the problem. Repair or replace failed items as necessary.
- Test repair.
- Document failure and the corrective action taken to restore the system to proper operation.
- Notify the Engineer that the repair is complete.
- Submit repair documentation to Engineer.
- Obtain Engineer's approval to restart the test.

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6 STARTUP SUPPORT

PAI is to provide assistance to the City during the Plant startup phase of each of the Contracts listed in Section 1, and after each of the systems have successfully completed their Reliability Acceptance Test.

6.1 Startup Assistance

PAI shall provide two qualified personnel for up to 5 days to support the Contractor and the City during process startup of each of the 8 Contracts. The personnel shall be on site for up to 10 hours per day. The 5 days may include a weekend. One person shall be assigned responsibility for assisting with and troubleshooting PLC programs; one person shall be assigned responsibility for assisting with and troubleshooting the SCADA system.

6.2 Qualified Personnel

Qualified personnel shall be:

- Proficient in programming Quantum PLCs using Concept software, or
- Proficient in programming of Factory Link SCADA system
- Familiar with the specific programs developed by PAI for the City.

7 TRAINING

7.1 PLC Training

Provide software training courses for the Concept software supplied under this contract. Cover topics such as operating the software, programming using structured text and function blocks, loading and configuration control, derived function blocks, database management, historical data management, software design including application software, display creation, and report creation. Design or select courses specifically developed for software engineers.

Cover aspects of system management including system operating software, logic configuration, and system details (e.g., naming conventions and data communications protocols) and include courses that cover third party software when necessary. Specifically relate the courses to the City's environment for the control system. Include in the Concept training the following topics:

- Introductory information about Concept
- Hardware Platforms
- General Structure of projects in Concept

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- Using the Configurator
- Memory partition
- FBD language
- ST language
- Programming and using derived function blocks
- Using Concept editors
- Import/export programs
- Testing programs by using a simulation
- Concept security
- Ethernet interface

7.2 FactoryLink Training

Provide software training courses for the FactoryLink ECM software supplied under this contract. Cover topics such as developing graphic displays, depicting field control, configuring servers, developing web pages, database management, historical data management, software design including application software, display creation, and report creation. Design or select courses specifically developed for software engineers.

Cover aspects of system management including system operating software, logic configuration, naming conventions and data communications protocols. Specifically relate the courses to the City's environment for the control system. Include editing, modifying, and applying owner specific control strategies and application software. Cover the following topics in FactoryLink training:

- Configuring servers, workstations and PLCs
- Configuring and managing the databases
- Applications programming
- Data and program library backup procedures
- Developing control strategies
- Linking databases
- Modify scripts and programs
- Implement alarm management
- Historical database management
- Configuring historical trending
- Report development and generation.
- Configure communications to the PLCs via Ethernet
- Graphic display generation and modification
- Moving data to/from MP2's Oracle database
- System level diagnostics
- System configuration
- System security

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- System expansion

7.3 Operator Training

Provide operator training courses designed for the City's operators. Four (4) hour individual classes for One Hundred staff are included. Cover the following topics:

- System operation overviews
- Operator interface consoles and remote workstations
- Control strategy operation
- Report retrieval
- Alarm processing
- Historical information retrieval
- System access control.

Cover aspects of HMI system operating software including operating software, display configuration, and workstation operation. Specifically relate the courses to the City's environment for the operators.

Include in the training the following topics:

- How to use the capacity of the equipment, instrumentation, communication and digital systems.
- Describe the functions of the control system and instruments, including how the components of the systems are interrelated and how to troubleshoot control and instrument problems from an operational perspective.
- Implement startup and shutdown procedures for equipment as well as the start-up and shutdown of entire systems. This includes normal and emergency operations.
- The necessary precautions for safe operation of the equipment, instrumentation, communication and digital control systems installed under this contract.

7.4 Integrator Generated Programs

Provide software training courses for software developed by PAI and supplied under this contract. Cover topics such as utilities used to develop the software, operation, editing, and maintaining the software. Provide documentation as part of the training. Design the course specifically for software engineers.

7.5 Training Materials

Las Vegas WPCF Expansion

Furnish training materials required for the courses. Provide each student with complete and adequate training material to use in the courses and as reference material to keep for future needs. Provide training materials in formats that are readily reproducible to facilitate continued training by the City. The City reserves the right to duplicate, for its own use, any training materials furnished by the PAI. Course materials to be used for training the City's staff include:

- Training material from the software manufacturer
- Training material from the equipment manufacturer
- Pertinent portions of the operation and maintenance manuals as well as special diagnostic, calibration, test and maintenance procedures.
- Pertinent portions of the submittals
- Pertinent portions of the operations and maintenance manuals
- Start-up and shutdown procedures
- Descriptions of equipment and instrumentation functions and modes of operations control and monitoring
- Troubleshooting instructions
- Process control instructions.

Las Vegas WPCF Expansion

8 DOCUMENTATION

8.1 General Requirements

Provide materials that are required to properly and effectively operate, expand, modify and maintain the control systems. Include equipment and software installed, modified, or connected as part of PAI's scope of work. Documentation will be submitted in electronic and printed form.

Include hardware and software functional descriptions, control, operation, maintenance diagnostics, and databases for the PLCs, Workstations, and Servers.

Provide documentation for software and development tools used to develop software for a particular system or interface used in the control system. Provide documentation covering:

- The control system configuration including attached devices, their software and particular interface software
- LANs and attached devices including their software and particular configuration
- Gateways and their software and particular configuration
- Monitoring, diagnostic, and test equipment including their software and particular configuration(s)
- Data communications
- PLCs, Workstations and Servers.

Furnish standard documentation and/or modified standard documentation pertaining to the control system.

8.2 Specific Requirements

Provide drawings and manuals covering equipment/software provided. Standard published documents provided by the manufacturer(s), other equipment/software vendors will be acceptable. Electronic versions if available.

Provide as-built hardware and software documentation. Include final databases for the PLCs, Workstations and Servers.

Provide documentation that covers equipment and software provided by the City describing interfaces to and integration with the City's equipment and software.

Las Vegas WPCF Expansion

Include in the documentation the details of operation for the City's operators (or users) and City's management, engineering, control system, training, data processing, and maintenance personnel.

Provide documentation that is specific for each of the contracts. Develop the documentation defined in this section for each of the contracts. Submit each portion upon final completion of individual Contract.

The following are typical categories of control system documentation:

- Control system configuration documents
- PLC maintenance manuals
- Control system operator's manuals
- HMI software manuals
- PLC programs
- Databases
- Installation and maintenance instructions
- Control strategy program descriptions
- Drawings and illustrations
- Final (As-Built) documentation.

8.3 Final (As-Built) Documentation

After successful completion of the Reliability Acceptance Tests, provide final (as-built) documentation to the City for review and acceptance. Update documents that have changed because of engineering changes, contract changes, error, or omission.

Provide commented copies of software listings of application programs supplied for the control system, including each of the PLC configuration software/firmware.

Furnish as-built sets of:

- Source media for programs
- Loadable and executable versions of software systems PAI installed.
- Previously delivered documents, with as-built updates
- OEM standard documentation that PAI has received.

These documents include the operating systems, programs necessary for the operation as well as maintenance of the control system, and programs supplied as part of the Concept programming software.

Compile the documentation developed by PAI for the contracts into one coordinated package. Organize the compiled documentation by process area. Provide 12 copies of the document and

Las Vegas WPCF Expansion

five (5) electronic copies. Provide copies of the manuals and documentation developed by the manufacturers.

EXHIBIT "B-2"
DIGESTER GAS RISK MANAGEMENT PLAN IMPLEMENTATION
List of Items To Be Incorporated Into Design

1. Add a standby low-pressure relief valve to tops of existing digesters in conjunction with three-way plug valve to divert flow between valves. New valve will be specified to be all weather type.
2. Modify electrical devices on tops of existing digesters to comply with Class 1, Division 1, explosion proof requirements per NAFPA 820.
3. Modify existing digester control buildings to relocate existing roof top openings outside of 10-foot envelope.
4. Review existing boiler-compressor room separation to determine that a one-hour fire separation exists between rooms; provide design modifications as necessary.
5. Review requirements for explosion venting of existing compressor room, and design room modifications for required explosion venting.
6. Remove flame arrestors on existing digester roof tops and relocate sediment traps.
7. Review locations of combustible gas detectors in compressor room and relocate as determined.
8. Analyze existing digester gas piping system and provide purge points a required.
9. Modify existing digester gas seals at perimeters of digester mixing openings to deepen wells, by adding welded steel channels to existing wells.
10. Modify the manholes at existing yard drip traps to provide greater access room to valves.
11. Replace drip trap ball valves with plug valves.
12. Relocate boiler flame arrestors to be closer to ignition source.
13. Relocate the scrubber regeneration blower to be outside the NAFPA 820 required envelope.
14. Change the orientation of the high-pressure gas sphere pressure relief valve to point away from platform and add silencer.
15. Extend blower engine vent line from digester gas line to vent outside of building.

EXHIBIT "B-3"
DELIVERABLE REVIEWS AND TEST WITNESSING
OF INTEGRATOR'S WORK

List of Deliverables to be Reviewed:

- Data model – NI
- MP₂ database printouts - NI
- HMI Screens – 200 (sketch/color print)
- State Diagrams – 134 – NI
- Control strategy programs printouts – 134 (includes Liq Vs) – for conformance to standard
- Comments on Architecture (Tech memo)
- Comments on HMI standards (Tech memo)
- 3 Utility program design documents – (NI)
- 3 Utility programs – (NI)
- Extended PLC standards (inc. English narrative template control strategy)
- Enhanced HMI standards
- SCADA database definition - NI
- SOPS – (NI)
- List of existing PLCs for Concept upgrade
- List of driver software required
- Power monitoring database design
- Test sheet template
- Detailed test procedures and test plan (partial - contractor test procedures only)
- Test Reports (80 reports) for operational ready tests system acceptance test only
- Training outlines
- System documentation - NI
- O&M information - NI
- Vendor documents - NI
- Integrator documentation - NI

- As built documents (one submittal) - NI

List of Tests to be Witnessed

- Power monitoring segments (multiple) - NI
- PLC segments (multiple) - NI
- Communications between servers and workstations (multiple)
- Plant wide LAN - NI
- Pre-installation demonstration for software and drivers (multiple)
- 3 Utility program demonstrations - NI
- Historical data collection system - NI
- SCADA Database - NI
- Verify upgrade concept software – 8 - NI
- Staged software demonstrations test – 8
- Combined operational readiness tests – 8
- Integrated system acceptance test – 8
- Reliability acceptance test – 8

NOTES:

1. NI – Not Included, assumes reviews or witnessing by City of Las Vegas.
2. Assumes all deliverable reviews and test witnessing for the Bonanza Mohave Water Reclamation Plant to be done by City of Las Vegas.

EXHIBIT "C"
FORM 5700

The 5700 forms conclude this section.

1 COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS					Form Approved	
2 (See accompanying instructions before completing this form)					OMB No. 156-RO144	
3 PART I - GENERAL						
4 1. GRANTEE				2. GRANT NUMBER		
5 City of Las Vegas						
6 3. NAME OF CONTRACTOR OR SUBCONTRACTOR				4. DATE OF PROPOSAL		
7 HDR Engineering, Inc.				6/7/99		
8 6. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR				8. TYPE OF SERVICE:		
9 271 Turn Pike Drive				Part A, SCADA Integration and Control		
10 Folsom, CA 95630				Services		
11						
12 PART II - COST SUMMARY						
13 7. DIRECT LABOR		EST	HOURLY	ESTIMATED		
		HOURS	RATE	COST	TOTALS	
15 Principal		364	57.06	20,772		
16 Project Manager		536	41.00	21,976		
17 Senior Engineer		0	42.30	0		
18 Process Engineer		0	26.00	0		
19 Mechanical Engineer		0	35.36	0		
20 Electrical Engineer		244	35.36	8,628		
21 Civil Engineer		0	26.52	0		
22 Architect		0	29.12	0		
23 Technician		84	21.84	1,835		
24 Clerical		256	15.60	3,994		
25 DIRECT LABOR TOTAL					\$57,204	
26 8. INDIRECT COSTS		RATE	* BASE =	ESTIMATED		
		1.70	57,204	97,246		
28						
29						
30						
31 INDIRECT COSTS TOTAL					\$97,246	
32 9. OTHER DIRECT COSTS						
33 a. TRAVEL				ESTIMATED		
				COST		
35 (1) TRANSPORTATION		24 trips @\$250		6,000		
36 (1) PER DIEM		24 days @\$150		3,600		
37 TRAVEL SUBTOTAL				9,600		
38 b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED		
				COST		
40 Mail/copies				500		
41 Miscellaneous				1,500		
42 Computers				500		
43 Telephone				1,500		
44 EQUIPMENT SUBTOTAL				4,000		
45 c. SUBCONTRACTS				ESTIMATED		
				COST		
47 Poggemeyer				0		
48 Westin Consulting(PM and review time for Integrator Services)				200,000		
49 Dan Davis, AIA				0		
50 GC Wallace				0		
51 CH2MHill				0		
52 Process Analysts, INC.				2,652,000		
53				2,852,000		
54 d. OTHER				ESTIMATED		
				COST		
56 Data Modeling				130,000		
57						
58 OTHER SUBTOTAL				130,000		
59 OTHER DIRECT COSTS TOTAL					\$2,995,600	
60 10. TOTAL ESTIMATED COST					\$3,150,050	
61 11. PROFIT (15% of 7&8, 5.0% of 9c)					\$166,447.45	
62 12. TOTAL PRICE					\$3,316,497	

COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS					Form Approved OMB No. 158-RO144
(See accompanying instructions before completing this form)					
PART I - GENERAL					
1. GRANTEE City of Las Vegas		2. GRANT NUMBER			
3. NAME OF CONTRACTOR OR SUBCONTRACTOR HDR Engineering, Inc.		4. DATE OF PROPOSAL 6/7/99			
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 271 Tum Pike Drive Folsom, CA 95630		6. TYPE OF SERVICE: Part B, Value Engineering Implementation			
PART II - COST SUMMARY					
7. DIRECT LABOR	EST HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
Principal	6	57.06	342		
Project Manager	35	41.00	1,435		
Senior Engineer	0	42.30	0		
Process Engineer	258	26.00	6,708		
Mechanical Engineer	84	35.36	2,970		
Electrical Engineer	24	35.36	849		
Civil Engineer	0	26.52	0		
Architect	48	29.12	1,398		
Technician	410	21.84	8,954		
Clerical	32	15.60	499		
DIRECT LABOR TOTAL				\$23,156	
8. INDIRECT COSTS	RATE	* BASE =	ESTIMATED COST		
	1.70	23,156	39,365		
INDIRECT COSTS TOTAL				\$39,365	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION					
(1) PER DIEM					
TRAVEL SUBTOTAL			0		
b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED COST	
Mail/copies					
Miscellaneous				100	
Computers				7,500	
Telephone				100	
EQUIPMENT SUBTOTAL				7,700	
c. SUBCONTRACTS			ESTIMATED COST		
Poggemeyer(raise basins)			3,000		
Westin Consulting(Control Room, MLSS probes)			9,100		
Dan Davis, AIA(Control Room, Layouts)			20,000		
GC Wallace(Primary Basins)			8,000		
CH2MHill(Odor Control)			50,000		
Process Analysts, INC.			0		
			90,100		
d. OTHER			ESTIMATED COST		
OTHER SUBTOTAL			0		
OTHER DIRECT COSTS TOTAL				\$97,800	
10. TOTAL ESTIMATED COST				\$160,320	
11. PROFIT (15% of 7&8, 5.0% of 9c)				\$14,268	
12. TOTAL PRICE				\$174,588	

COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved OMB No. 158-R0144	
(See accompanying instructions before completing this form)					
PART I- GENERAL					
1. GRANTEE City of Las Vegas			2. GRANT NUMBER		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR HDR Engineering, Inc.			4. DATE OF PROPOSAL 6/7/99		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 271 Turn Pike Drive Folsom, CA 95630			6. TYPE OF SERVICE: Part C, Risk Management Plan Implementation		
PART II - COST SUMMARY					
7. DIRECT LABOR	EST HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
Principal	50	57.06	2,853		
Project Manager	87	41.00	3,567		
Senior Engineer	258	42.30	10,913		
Process Engineer	0	26.00	0		
Mechanical Engineer	160	35.36	5,658		
Electrical Engineer	78	35.36	2,758		
Civil Engineer	54	26.52	1,432		
Architect	0	29.12	0		
Technician	292	21.84	6,377		
Clerical	108	15.60	1,685		
DIRECT LABOR TOTAL				\$35,243	
8. INDIRECT COSTS	RATE	* BASE =	ESTIMATED COST		
	1.70	35,243	59,913		
INDIRECT COSTS TOTAL				\$59,913	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION	10 trips @\$200		2,000		
(1) PER DIEM	20 days @\$150		3,000		
TRAVEL SUBTOTAL			5,000		
b. EQUIPMENT, MATERIALS, SUPPLIES		QTY	COST	ESTIMATED COST	
Mail/copies				500	
Miscellaneous				500	
Computers				5,000	
Telephone				250	
EQUIPMENT SUBTOTAL			6,250		
c. SUBCONTRACTS			ESTIMATED COST		
Poggenmeyer(Structural)			10,000		
Westin Consulting			0		
Dan Davis, AIA			0		
GC Wallace			0		
CH2MHill			0		
Process Analysts, INC.			0		
			10,000		
d. OTHER			ESTIMATED COST		
OTHER SUBTOTAL			0		
OTHER DIRECT COSTS TOTAL				\$21,250	
10. TOTAL ESTIMATED COST				\$116,405	
11. PROFIT (15% of 7&8, 5.0% of 9c)				\$15,336	
12. TOTAL PRICE				\$131,741	

COST OR PRICE SUMMARY FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved OMB No. 158-RO144
(See accompanying instructions before completing this form)				
PART I - GENERAL				
1. GRANTEE		2. GRANT NUMBER		
City of Las Vegas				
3. NAME OF CONTRACTOR OR SUBCONTRACTOR		4. DATE OF PROPOSAL		
HDR Engineering, Inc.		6/7/99		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR		6. TYPE OF SERVICE:		
271 Turn Pike Drive Folsom, CA 95630		Part D, Agency Coordination		
PART II - COST SUMMARY				
7. DIRECT LABOR	EST HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	9	57.06	514	
Project Manager	20	41.00	820	
Senior Engineer	0	42.30	0	
Process Engineer	0	26.00	0	
Mechanical Engineer	0	35.36	0	
Electrical Engineer	8	35.36	283	
Civil Engineer	60	26.52	1,591	
Architect	0	29.12	0	
Technician	114	21.84	2,490	
Clerical	37	15.60	577	
DIRECT LABOR TOTAL				\$6,275
8. INDIRECT COSTS	RATE	* BASE =	ESTIMATED COST	
	1.70	6,275	10,667	
INDIRECT COSTS TOTAL				
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION				
(1) PER DIEM				
TRAVEL SUBTOTAL			0	
b. EQUIPMENT, MATERIALS, SUPPLIES			ESTIMATED COST	
Mail/copies				
Miscellaneous			500	
Computers			1,500	
Telephone			50	
EQUIPMENT SUBTOTAL			2,050	
c. SUBCONTRACTS			ESTIMATED COST	
Poggemeyer(Structural)			5,000	
Westin Consulting(effluent meter)			2,500	
Dan Davis, AIA			0	
GC Wallace			0	
CH2MHill			0	
Process Analysts, INC.			0	
			7,500	
d. OTHER			ESTIMATED COST	
OTHER SUBTOTAL			0	
OTHER DIRECT COSTS TOTAL			\$9,550	
10. TOTAL ESTIMATED COST				\$26,491
11. PROFIT (15% of 7&8, 5.0% of 9c)				\$3,019
12. TOTAL PRICE				\$29,510

CITY COUNCIL

MEETING OF

JULY 12, 1999

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

Page 32

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****53****REPORT/ACTION ITEMS**

Approval of a cooperative agreement with the Nevada Department of Transportation to fund the design engineering, construction engineering, and construction costs for a segment of the roadway improvements on Bonanza Road, from Las Vegas Boulevard to D Street

(Fiscal Impact: \$720,000 - provided by NDOT)

M. McDONALD - Motion to APPROVE:

Items 5 through 26

Items 28 through 65

- carried UNANIMOUSLY with L. McDONALD abstaining on Item No. 29 to avoid any possible conflict with her employment with UNLV

**Item 4: APPROVED under separate action
(see individual item)**

**Item 27: APPROVED under separate action
(see individual item)**

There was no related discussion. See Item No. 29 for discussion.

(11:01 - 11:02)

1-1310

54

Approval of a professional services agreement with Post, Buckley, Schuh & Jernigan to perform design services for the Biltmore and Mayfair neighborhood street rehabilitation project

(Fiscal Impact: \$400,000 - funded by the Motor Vehicle Fuel Tax)

APPROVED - see above

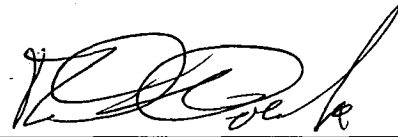
55

Approval of an interlocal agreement with the Las Vegas Valley Water District for Special Improvement District No. 1471, Jones Boulevard, Rancho Drive to Centennial Parkway

APPROVED - see above

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
JULY 12, 1999

TO: CITY COUNCIL	FROM: RICHARD D. GOECKE, DIRECTOR DEPARTMENT OF PUBLIC WORKS
SUBJECT: APPROVAL OF A COOPERATIVE AGREEMENT WITH THE NEVADA DEPARTMENT OF TRANSPORTATION TO FUND THE DESIGN ENGINEERING, CONSTRUCTION ENGINEERING, AND CONSTRUCTION COSTS FOR A SEGMENT OF THE ROADWAY IMPROVEMENTS ON BONANZA ROAD, FROM LAS VEGAS BOULEVARD TO "D" STREET	

PURPOSE/BACKGROUND

The City is designing a flood control project known as the Upper Washington Avenue Conveyance System, Phase II Project that includes construction of flood control facilities and roadway improvements on Bonanza Road, from Veteran's Memorial Drive to Main Street. NDOT also has a project to construct roadway improvements on Bonanza Road, from Las Vegas Boulevard to "D" Street, which would overlap the City's project.

In the interest of public safety, convenience, project economy and quality, this agreement will combine the two projects and include NDOT's project with the City's project. The City will do the work to design and construct NDOT's project and NDOT will provide the funds to the City for this work.

This cooperative agreement will secure the funding from NDOT for the design engineering and preparation of contract bid documents, the construction engineering, and the construction of roadway improvements on Bonanza Road, and will include those areas, from Las Vegas Boulevard to "D" Street, that are outside the limits of the City's Upper Washington Avenue Conveyance System, Phase II Project.

FISCAL IMPACT

Funding for the design engineering and preparation of contract bid documents, the construction engineering, and the construction costs under this agreement will be provided by the Nevada Department of Transportation.

Total Amount - \$720,000

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Cooperative Agreement with the Nevada Department of Transportation.

AGENDA ITEM

53

Highway Agreement No. P280-99-010

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 3d day of August, 1999, by and between the STATE OF NEVADA acting by and through it's, DEPARTMENT OF TRANSPORTATION, (hereinafter called the "DEPARTMENT") and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter called the "CITY").

WITNESSETH:

WHEREAS, agreements between public agencies are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, the Director of the State of Nevada, Department of Transportation, is authorized to sign agreements under Chapter 408 of the Nevada Revised Statutes; and

WHEREAS, the CITY is designing and will construct and pay for a flood control project known as the "Upper Washington Avenue Conveyance, Phase 2, Veteran's Memorial Drive to Las Vegas Creek/UPRR", which consists of storm drain improvements as shown on the attached Exhibit "A", and which will require roadway improvements on Bonanza Road between Main Street and Veteran's Memorial Drive; and

WHEREAS, the CITY will apply for a permit from the DEPARTMENT to complete said work that is taking place within the DEPARTMENT's right of way; and

WHEREAS, the DEPARTMENT currently owns and maintains Bonanza Road (SR-579) between "D" Street and Las Vegas Boulevard (SR-604) in Las Vegas, Nevada located in Clark County, Nevada; and

WHEREAS, the DEPARTMENT has an overlay project consisting of roadway improvements on Bonanza Road between "D" Street and Las Vegas Boulevard which encompasses the CITY's flood control project; and

WHEREAS, the parties hereto agree that in the interest of public safety, convenience, project economy and quality, that it would be beneficial to combine the two projects; and

WHEREAS, the DEPARTMENT is willing to pay for the CITY's design and construction of the DEPARTMENT's planned roadway improvements on Bonanza Road, falling outside the limits of the CITY's proposed improvements; and

WHEREAS, the DEPARTMENT's planned improvements consist primarily of mill and overlay work; and

WHEREAS, the CITY is prepared to undertake the design for both the CITY's and the DEPARTMENT's projects.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties hereto agree as follows:

SECTION I - SCOPE OF PROJECT

This AGREEMENT applies to the design engineering, construction engineering and construction of the roadway improvements associated with Bonanza Road (SR-579) between "D" Street and Las Vegas Boulevard (SR-604) (hereinafter called the "PROJECT"). The construction limits of the PROJECT to be funded by the DEPARTMENT on Bonanza Road are from the curb line on the west side of Las Vegas Boulevard (station 118+21) to the curb line on the west side (station 107+90) and north side of Veteran's Memorial Drive and from the curb line on the west side of Main Street (station 99+60) to "D" Street (station 89+00).

The basic roadway improvements on the PROJECT from station 118+21 to station 107+90 and from station 99+60 to station 91+07 shall consist of the removal (by cold milling) of four (4") inches of the existing pavement and base course; the grading and recompaction of the existing base aggregates to the DEPARTMENT's standards and placing four (4") inches of Plantmix Bituminous Surface with a ¾ inch Plantmix Bituminous Open-graded Wearing Surface; the reconstruction of existing sidewalk ramps, median islands, and right turn separation islands to conform to DEPARTMENT's standards; and the construction of selective areas of new sidewalk and sidewalk ramps within the current right of way on Bonanza Road.

From the west end of the center divider wall under the railroad bridge (station 91+07) westerly to "D" Street (station 89+00) the roadway improvements will consist of the existing pavement being milled to a depth of ¾ inches and a ¾ inch

Plantmix Bituminous Open-grade Wearing Surface overlay being placed over this section.

The roadway improvements for the DEPARTMENT's improvements shall be funded through DEPARTMENT funds as herein described.

SECTION II - PROJECT COSTS

The DEPARTMENT agrees to fund PROJECT costs within the following limits:

1. The professional engineering services paid for by the DEPARTMENT, which consist of design engineering for contract plan preparation, shall not exceed \$ 45,000.
2. The construction costs paid for by the DEPARTMENT, including construction engineering, shall not exceed \$ 675,000.
3. The total cost of this AGREEMENT and the DEPARTMENT's responsibility shall not exceed \$ 720,000.
4. A written request must be made to the DEPARTMENT and a written amendment to this agreement, entered into by the parties, prior to an increase in the total cost of the contract noted above, and prior to payment of any additional funds.

CITY AGREES:

1. To accomplish the engineering design, preparation of contract documents, including plans, specifications, and estimates for construction of the DEPARTMENT's roadway improvements on the PROJECT. The CITY further agrees to design and construct those improvements, including construction

engineering, testing (quality control) and mix designs, funded by the DEPARTMENT, in accordance with the DEPARTMENT's standards, specifications and policies.

2. To advertise, award and administer the contract for construction of the PROJECT in accordance with the CITY's policies and procedures.
3. To coordinate utility adjustments and/or relocations needed to accommodate the PROJECT, and to provide the DEPARTMENT one set of design plans so the DEPARTMENT may require relocation and/or adjustment of encroachments, including utilities, pursuant to its authority under N.R.S. 408.210(4).
4. To obtain all required permits.
5. To submit to the DEPARTMENT any exceptions to the DEPARTMENT Standards, Policies and Specifications for the DEPARTMENT's review and concurrence.
6. To hold monthly project review meetings and to submit preliminary design plans to the DEPARTMENT at least two (2) weeks prior to each project review meeting and to address all concerns or requests brought forth by the DEPARTMENT.
7. To allow the DEPARTMENT or its designated representatives to observe, review and inspect all work associated with the PROJECT during construction with the understanding that any and all items of concern are

reported to the CITY's Construction Manager for correction and not to the contractor.

8. To provide the DEPARTMENT with the same information as any prospective bidder, including, but not limited to, a complete set of plans, specifications and bid documents and to add the DEPARTMENT to the list of plan holders in order to ensure that the DEPARTMENT receives any addenda or additional information sent to prospective bidders.
9. To provide upon completion of the construction of the PROJECT five (5) complete sets of reproducible as-built plans to the DEPARTMENT.
10. To provide a representative to observe, review and inspect the PROJECT during construction and to address the DEPARTMENT's concerns.
11. To notify and allow the DEPARTMENT to review and comment on all change orders or modifications prior to any approvals or authorizations and to allow the DEPARTMENT to have input in decisions that pertain to construction of the PROJECT.
12. To allow the DEPARTMENT to review and approve the final plans, specifications and estimates for the PROJECT prior to advertising for bids.
13. To bill the DEPARTMENT on a monthly basis for all design engineering, construction engineering and construction costs with supporting documentation and not to exceed \$720,000.
14. To retain maintenance responsibility of PROJECT except the curb & gutter and roadway section of Bonanza Road.

DEPARTMENT AGREES:

1. To reimburse the CITY for the design engineering, construction engineering and construction costs for the PROJECT, including any change orders requested by the DEPARTMENT, within thirty (30) days after receipt of the CITY's billing. The above-mentioned costs will be based upon actual quantities and prices, not to exceed seven hundred twenty thousand dollars (\$720,000) and will be billed monthly, with supporting documentation, during the construction phase of the PROJECT.
2. To provide the CITY any information that is needed to carry out this AGREEMENT.
3. To inform the CITY of plans known to the DEPARTMENT that may influence the design or construction of the PROJECT.
4. To perform review and comment on design submittals (within 15 calendar days of submittal) and approval on final plans and to attend the monthly plan review meetings.
5. To grant the CITY the authority to provide prior approval for any change orders the CITY deems necessary, and to return comments on change orders submitted by the CITY within fifteen (15) calendar days after such submittal. However, should any change order cause the total project cost to exceed \$720,000, prior written approval shall be obtained from the DEPARTMENT.

6. To retain maintenance responsibilities of the curb & gutter and roadway sections of the Bonanza Road (SR 579) portions of the PROJECT upon completion of construction and final acceptance by the DEPARTMENT.

IT IS MUTUALLY AGREED:

1. That the DEPARTMENT's maximum financial obligation for the design of the PROJECT will be forty five thousand dollars (\$ 45,000). Construction costs, including construction engineering, for the PROJECT will be based upon actual quantities and prices, not to exceed \$675,000, and will be billed monthly.
2. That the DEPARTMENT will determine the final design depths of the Plantmix Bituminous Surface and Type II aggregate design of the PROJECT.
3. That the CITY will award the contract in accordance with its rules and procedures to the lowest responsive and responsible bidder based on the estimated construction costs. In the event the lowest BIDDER IS SEVEN PERCENT (7%) OR MORE ABOVE the Engineer's Estimate for the total contract, the CITY's approval as well as the DEPARTMENT's approval will be required to award the contract containing the Roadway Improvements.
4. At the conclusion of the work encompassed in this AGREEMENT, the CITY will provide the DEPARTMENT with an itemized billing for all work accomplished within the PROJECT.
5. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to

participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

6. That any alteration, which substantially changes the services provided for by this AGREEMENT, will be considered extra work and shall be set forth in an amended agreement and shall be approved in advance by the CITY and the DEPARTMENT.
7. That the illegality or invalidity of any provision, or portion of this AGREEMENT shall not affect the validity of the remainder of this AGREEMENT.
8. That the laws of the State of Nevada shall be applied in interpreting and construing this AGREEMENT.

9. That this AGREEMENT constitutes the entire contact between the parties and shall not be modified unless in writing and signed by the parties.
10. That this AGREEMENT shall terminate when construction of all roadway improvements contemplated herein have been completed and accepted in writing by the CITY and the DEPARTMENT, except for the maintenance responsibilities of both parties.
11. That the initial addresses of the parties, which one party may change by giving notice to the other respective party, are as follows:

CITY:

Richard D. Goecke, Director
Attention: Joe L. Christensen, P.E.
Department of Public Works
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101
(702) 229-6276

DEPARTMENT:

Thomas E. Stephens, P.E., Director
Attention: Steven R. Oxoby, P.E.
Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
(775) 888-7440

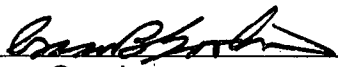
12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
13. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the purported term of this Agreement, this Agreement shall terminate.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder,

or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

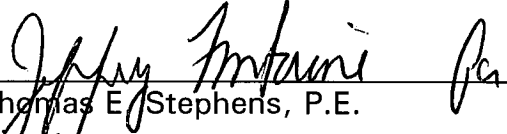
15. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for seven (7) years after final payment is made.
16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
17. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in cooperative action set forth herein.

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

City of Las Vegas


Oscar Goodman
Mayor

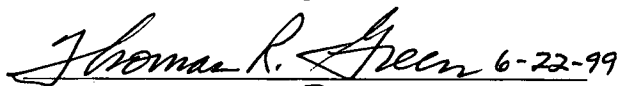
STATE OF NEVADA, acting by and
through its DEPARTMENT OF
TRANSPORTATION


Thomas E. Stephens, P.E.
Director

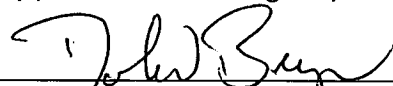
Reviewed:


Susan Martinovich
Assistant Director Engineering

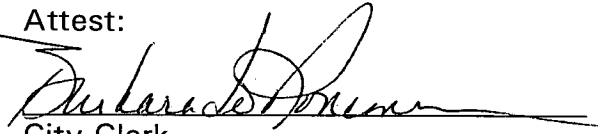
Approved as to Legality and Form:


City Attorney — DEPUTY

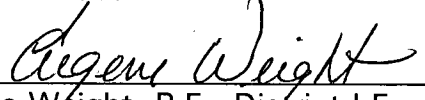
Approved as to Legality and Form:

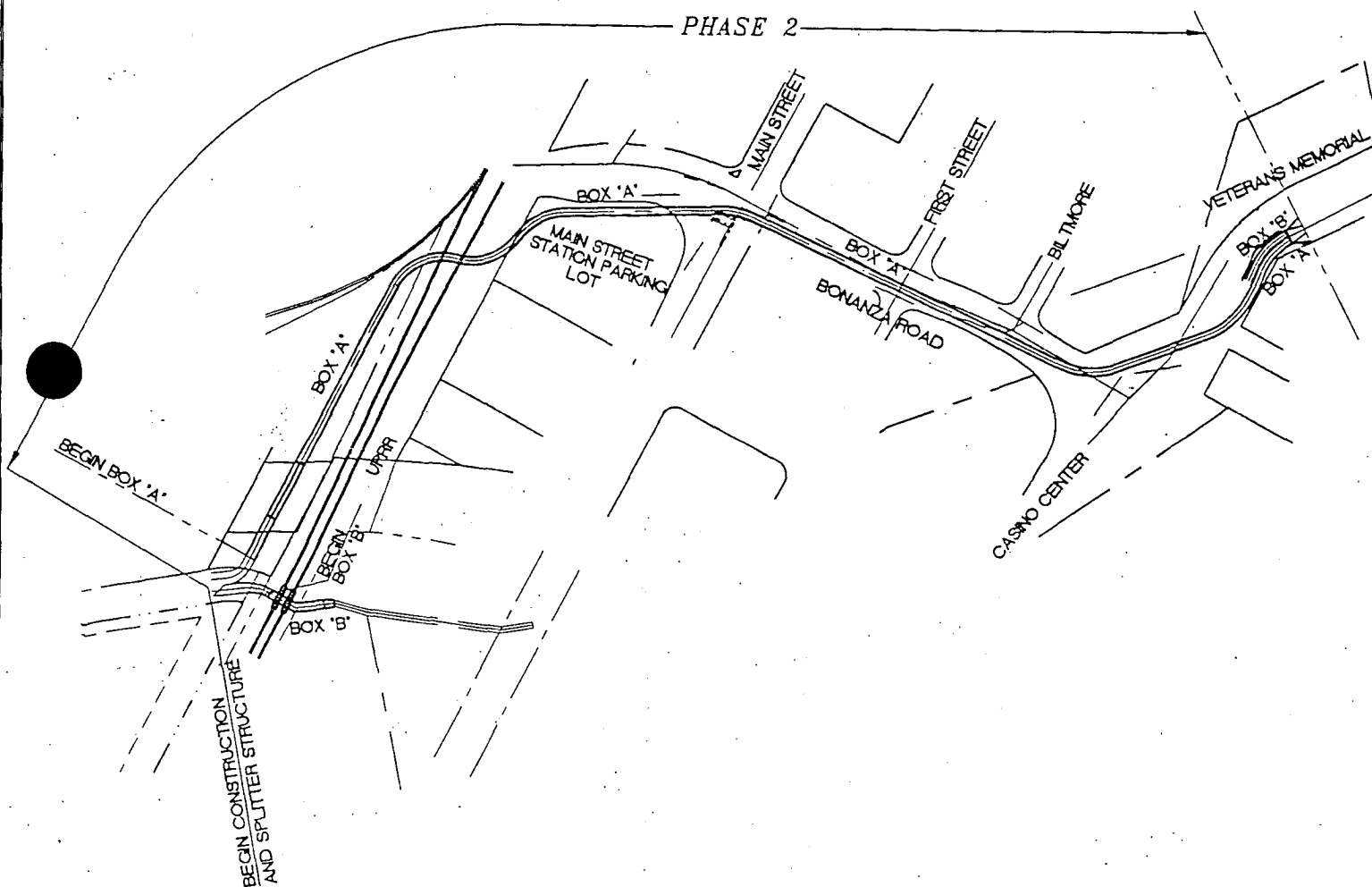
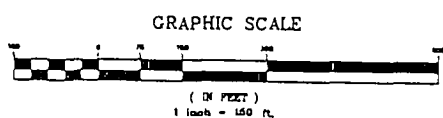

Deputy Attorney General
Department of Transportation

Attest:


City Clerk

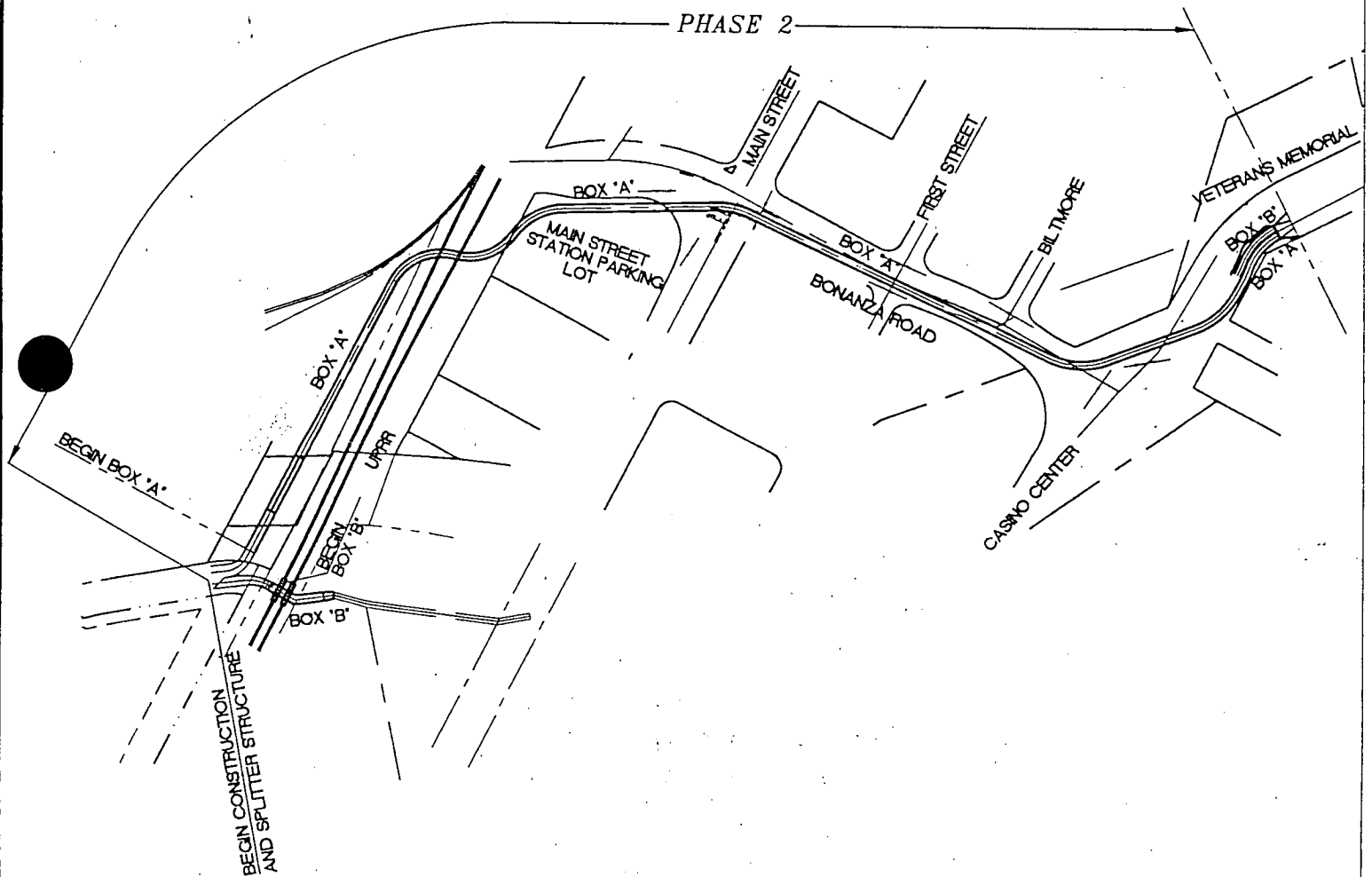
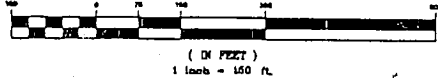
Recommended:


Eugene Weight, P.E., District I Engineer





GRAPHIC SCALE



CITY COUNCIL

MEETING OF

July 12, 1999

AGENDA DOCUMENTATION

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH POST, BUCKLEY, SCHUH
& JERNIGAN TO PERFORM DESIGN SERVICES FOR THE BILTMORE AND MAYFAIR
NEIGHBORHOOD STREET REHABILITATION PROJECT.

PURPOSE/BACKGROUND

The City of Las Vegas Public Works Department is mandated to repair and restore existing paved roads, streets and alleys, other than those maintained by the Federal Government, using Motor Vehicle Fuel Tax.

This contract agreement is for professional services to perform design and preparation of the contract bid documents to repair and restore streets in the Biltmore and Mayfair Neighborhoods.

FISCAL IMPACT

Not to exceed \$400,000 and funded by the Motor Vehicle Fuel Tax.

RECOMMENDATION

The Director of Public Works recommends APPROVAL of this contract agreement:

AGENDA ITEM

54

PROFESSIONAL SERVICES AGREEMENT
Biltmore and Mayfair Neighborhood Street Rehabilitation

THIS AGREEMENT, made and entered into as of the 12th day of July, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and POST, BUCKLEY, SCHUH & JERNIGAN, (hereinafter referred to as CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct the Biltmore and Mayfair Neighborhood Street Rehabilitation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform design and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I

through XI hereof;

**SECTION I
RESPONSIBILITY OF CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services

furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Wayne Horlacher, P.E., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT

fails to make a required replacement within thirty (30) calendar days, CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such

reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within fifteen (15) working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.

C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:

1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
2. Copies of previously prepared reports, maps, plans, specifications,

surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.

- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in

writing a further period of time before the date of final payment under this AGREEMENT.

- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V ADDITIONAL SERVICES OF CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when

paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviation, changes or modifications in writing.
- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section XI.E entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This

shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this AGREEMENT or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section III entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Engineering Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "D", for the services actually provided in the performance of this agreement, which fee shall not in any event exceed \$359,300. The CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs

which includes actual work completed.

2. Payment shall be due within forty-five (45) calendar days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
3. The CITY agrees to pay CONSULTANT for any services described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit B. An amount up to, but not exceeding \$40,700 may be authorized for service performed under Section V entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$400,000.
4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to the CITY'S representative in the format attached as Exhibit "F".
5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of the amount determined above, less all previous payments. The

remaining five percent (5%) shall be retained as noted in paragraph 7 below.

6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.
7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) calendar days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than ten (10) calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than 516 calendar days for Tasks 100 through 600, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a fifteen (15) working day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X
AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) working days prior to the date on which CITY wishes to

suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty (30) calendar days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than one thousand dollars (\$1,000.00).

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with ten (10) working days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XI.U entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
 - c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and

shall continue unvacated and in effect for a period of thirty (30) calendar days; or

- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section IX entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within five (5) working days of invoicing by the CITY

or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its

possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive General Liability (bodily injury and property damage) Insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000. The General Liability Insurance policy shall be endorsed to include the CITY as additional insured.
3. Professional Liability Insurance for the protection from claims arising out of performance of professional services caused by a negligent act, error or omission for which the insured is legally liable in a policy limit of not less than \$1,000,000 for the period of time covered by this AGREEMENT.

4. The CONSULTANT's Comprehensive General Liability and Professional Liability Insurance policies shall include or be endorsed to cover CONSULTANT's contractual liability to CITY under this AGREEMENT and to provide that CITY will be given thirty (30) calendar days' notice in writing of any cancellation or reduction in the coverage of the policies.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$5,000 without the written approval of CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the commencement date of this AGREEMENT and the Certificate of Insurance shall state that coverage is on a "claims made" basis and reflect the retroactive date of such coverage. Upon availability, the CONSULTANT shall maintain coverage for the duration of this AGREEMENT and for two (2)

years following the completion of this AGREEMENT. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with thirty (30) calendar day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. ASSIGNMENT

The CITY and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT, except neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing

contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. WAIVER

No consent or waiver, express or implied, by either party to this AGREEMENT or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature,

and is possessed of sufficient working capital to complete this AGREEMENT; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

2. That the CONSULTANT holds a license, permit or other special license to perform the services included in this AGREEMENT, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder

shall be deemed to be an independent contractor and not an agent or employee of the CITY.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this AGREEMENT, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

O. SEVERABILITY

In the event that any provisions of this AGREEMENT shall be held to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall remain valid and binding on the parties hereto.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.
2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration

action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) calendar days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is

to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) calendar days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
5. In the event of arbitration, it is agreed by the parties hereto that all means of discovery, including but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the

rules of discovery provided under the Nevada Rules of Procedure.

6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) calendar day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations of the PROJECT and has satisfied itself as to the general condition thereof and that the CONSULTANT's compensation as provided for in the AGREEMENT is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

Jerry L. Turner, P.E.
City Engineer Division
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO CONSULTANT:

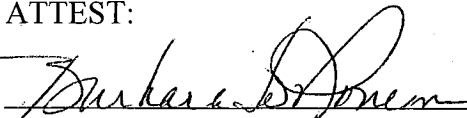
Wayne Horlacher, P.E.
Post, Buckley, Schuh & Jernigan, Inc.
901 North Green Valley Parkway, Suite 100
Henderson, Nevada 89014

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Date

POST, BUCKLEY, SCHUH & JERNIGAN, INC.


MIKE McFALL, P.E., Senior Vice President

"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Manpower Task Breakdown
- EXHIBIT D - Cost Derivation
- EXHIBIT E - Schedule
- EXHIBIT F - Invoice Format

EXHIBIT A
SCOPE OF SERVICE
BILTMORE AND MAYFAIR NEIGHBORHOOD STREET REHABILITATION

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement concern the design and preparation of Contract Drawings and Special Provisions for the removal and reconstruction of residential streets in the Biltmore and Mayfair neighborhoods. Also included is the repair of sewers at locations identified by the City, the design of local storm drain, and streetlight design. Streets to be included in this work are indicated in figures 1 and 2.

DESIGN CRITERIA

Engineering Services to be provided under the terms of this Agreement shall be performed in conformance with the following policies and design criteria: City of Las Vegas *Policy and Procedures for Design of Public Works Projects*, Clark County Regional Flood Control District (CCRFCD) *Hydrologic Criteria and Drainage Design Manual*, Clark County *Uniform Standard Specifications and Uniform Standard Drawings*, and the American Association of State Highway and Transportation Officials (AASHTO) *Standard Specifications for Highway Bridges* and *Policy on the Geometric Design of Highways and Streets*.

100 PRELIMINARY AND GENERAL ITEMS

- 105 Kickoff Meeting: Consultant shall schedule and prepare an agenda for the initial kickoff meeting with the City and others within ten calendar days following receipt of the Notice to Proceed. Consultant shall prepare and distribute minutes of this meeting to all attendees.

☛ Deliverable: Kickoff meeting minutes and project schedule.

- 110 Progress Meetings: Consultant shall schedule and prepare an agenda for progress meetings to be held each time comments are returned or as otherwise necessary. Approximately twelve (15) meetings are anticipated. Consultant shall prepare and distribute minutes of this meeting to all attendees.

☛ Deliverable: Progress meeting minutes.

- 115 Utility/Project Coordination: During the length of this contract Consultant shall coordinate with the various utilities to obtain as-built information, notify of conflicts and relocations and provide advance notice of impacts on proposed facilities. Consultant shall provide shell drawings to the utilities for their use in marking the locations of their facilities. Consultant shall also coordinate, provide and

obtain information regarding current and proposed improvement projects adjacent to or within the project limits. Consultant shall provide the City with copies of all correspondence related to these activities.

120 Project Presentation: For each phase of the project, Consultant shall prepare a project presentation board for the City's use at neighborhood meetings. The presentation board will be a size requested by the City and will be mounted on foam board and color printed. At the City's discretion, Consultant Project Manager shall attend the meeting.

- Deliverable: Project display and attendance at project presentations to neighborhood meetings.

200 PRELIMINARY ENGINEERING

- 205 Research Existing Facilities: Obtain from Utilities, the City and others, copies of as-built plans for existing improvements.
- 210 Research Existing Hydrology Data and Reports: Obtain from the City and others, copies of pertinent drainage reports and data.
- 215 Research Property Ownership: Obtain from the County Assessors Office and others, available records of the current property ownership of parcels impacted by the project.
- 220 Survey Coordination: Coordinate the survey with the City Survey Section to obtain aerial topography and field survey for the project. All survey services will be provided by the City and will include:
 - Aerial topography at 40 scale with one foot contours. Surface mapping will have vertical elevations assigned to surface improvements for creation of Digital Terrain Model (DTM).
 - Field survey shots at 50 foot intervals along the top of curbs and roadway centerline, edges of driveways, and BCRs. Field Survey will extend 100 feet beyond the limits of the proposed roadway improvements.
 - Additional Field Survey as requested by the Consultant to determine or confirm the horizontal and vertical location of existing improvements.
- 225 Geotechnical Investigation: The City shall obtain and provide to the Consultant a Geotechnical Report that recommends structural sections for the various roadways within the project limits. The report shall provide recommendations regarding the anticipated soils to be encountered during excavation of the roadway, storm drain and sewer.
- 230 Drainage Analysis: Consultant shall provide a general description of the drainage

patterns based on roadway grades and drainage studies provided by the City. Consultant shall make recommendations to the City about any additional hydrologic analysis that may be considered necessary to effectively design the project. The scope of this work does not include the hydrologic analysis of contributing basins unless as provided for in Exhibit "B" "Additional Services".

235 Preliminary Plan and Profiles: Consultant shall prepare preliminary plan and profiles to 30% completion for the proposed roadway improvements. The following information shall be provided:

1. Title sheet and control sheet
2. Profiles shall be provided for the proposed centerline grade and top of curb grades.
3. The proposed storm drain alignment shall be shown in the plan view. The storm drain profile shall be provided at the 70% submittal.
4. Plan sheets shall show centerline stationing with station call-outs at intersections and addresses on individual parcels.

240 Cost Estimate: Consultant shall prepare a Preliminary Opinion of Probable Cost for the proposed improvements.

245 Predesign Memorandum: Prepare and submit a Predesign Memorandum to the City for its review. The memorandum will be sealed by a Nevada Registered Engineer and shall identify design issues and alternative design options to be considered by the City. The preliminary cost estimate shall be included as a part of the Predesign Memorandum. It is understood that the memorandum will consist of one or two pages of text and additional figures as required. Ten copies of the 30% complete construction drawings will be submitted with the Memorandum.

250 Submit Predesign Memorandum and 30% Plans

- Deliverable: Ten (10) copies of the draft Predesign Memorandum and 30% Plans to be submitted to the City. Submit Preliminary Plan and Profiles to utilities.

300 70% DESIGN AND CONSTRUCTION DOCUMENTS

Upon receipt of comments on the Predesign Memorandum, the Consultant shall proceed with design and construction documents. The Consultant shall prepare construction plans including, but not limited to, plan and profile sheets showing roadway improvements, location of known existing utilities, storm drain profiles and construction details, all for City review and approval. The north arrow on all plan sheets shall point to the top or right

side unless otherwise approved by the City. The plan and profile sheets shall be at 1"=30' scale and appropriate vertical scale with stationing from left to right. All plans or drawings shall be prepared on 24" x 36" sheets. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (2) scale. Separate plan sheets shall be prepared for the following:

1. City standard cover sheet identifying project participants and note sheet with plan and sheet index, vicinity map, general notes, bench mark, and basis of hearings.
2. Survey Control Plan identifying project limits, horizontal control for centerline and rights-of-way, and monumentation. Information for the Survey Control Plan shall be provided by the City Survey Section.
3. Plans and profiles for roadway centerline and tops of curbs.
4. Plans and profiles for the storm drain conveyance systems, including inlet structure details and connection details to existing facilities.
5. Detail drawings for trench sections and other design and construction details, as required.

305 Plan and Profiles: Plan and profiles shall be prepared to a near complete state. Plan and profiles shall include the proposed length of encroachment for the construction of driveway transitions and landscape repair beyond the limits of the right of way.

310 Typical Sections: Typical sections shall be prepared to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way.

315 Design Details: Design details shall be in the early development stages.

325 Draft Specifications: Draft specifications shall be prepared consisting of the Special Provisions modifying the *Clark County Area Standard Specifications* published by the Regional Transportation Commission.

330 Updated Cost Estimate: An updated cost estimate will be provided with the 70% submittal.

340 70% Submittal

8

Deliverable: Ten (10) copies of 24" x 36" bluelines and bound
4 of 6

specifications and cost estimate shall be submitted to the City.
Copies of plans shall be submitted to the utilities.

400 90% DESIGN AND CONSTRUCTION DOCUMENTS

405 Revise Design and Construction Documents: The 90% submittal shall include all the elements of Section 300 which shall be advanced in level of design and shall incorporate comments from the 70% submittal.

410 Construction Easement Map: Consultant shall prepare a map for each phase of construction indicating the location and depth of proposed construction easements. The map shall show the address and Assessor Parcel Number (APN) for each parcel. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels in each phase. Additionally, the Consultant shall provide to the City an electronic copy of the property owners with associated address and parcel numbers.

Deliverable: Ten (10) copies of 24" x 36" blue-line plans, bound specifications and 90% cost estimate to be submitted to the City. One copy of the plans shall be provided to each affected utility. Copies of the 11" x 17" Construction Easement Map and electronic copy of the owner and address list.

500 99% DESIGN AND CONSTRUCTION DOCUMENTS

505 Revise Design and Construction Documents: The 99% submittal shall include all the elements of Sections 300 and 400 but shall be complete in design, incorporating comments from the 90% submittal.

510 99% Submittal

Deliverable: Ten (10) copies of sealed 24" x 36" blue-line plans, bound specifications and cost estimate to be submitted to the City.

600 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

605 Finalize Design and Construction Documents: Finalize plans, specifications and bid documents by incorporating comments received from the 99% submittal.

610 Final Submittal

Deliverable: One (1) set of original mylars, unbound specifications and cost estimate shall be submitted to the City. Electronic copies of both the plans (AutoCAD 14 format) and specifications (Microsoft Word format) shall be provided to the City. One copy of the plans shall be provided to each affected utility.

700 BID SERVICES

- 705 During the bidding process, the Consultant shall assist the City with the preparation of contract addenda.
- 710 As directed by the City, the Consultant shall answer bidder's questions.
- 715 Consultant shall attend pre-bid conference and pre-construction conference.

EXHIBIT B
ADDITIONAL SERVICES
BILTMORE AND MAYFAIR NEIGHBORHOOD STREET REHABILITATION

The following services are to be performed only when authorized in writing by the City.

- A. Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
- B. Shop Drawing Review: Consultant shall provide review of shop drawings on a time and material basis at the direction of the City.
- C. Request for Information (RFI): When directed by the City, Consultant shall provide written responses to RFIs received during the bidding and construction process.
- D. Drafting of As-Builts: When directed by the City, Consultant shall modify the final bid set of plans to reflect as-built conditions based on information provided by the Contractor.
- E. Potholing: Obtaining utility pothole information for subsurface facilities.
- F. Utility Relocation: The design of relocation or vertical adjustment plans and details which require additional plan and profile sheets or extensive details. This requirement shall apply to waterlines with a pipe size greater than 12 inches.
- G. Hydrologic Analysis: Performing hydrologic analysis and modeling to determine flow rates within the project area.
- H. Project Delay: If, through no fault of the Consultant, the project is delayed beyond the the latest date in Exhibit E, the billing rates provided in Exhibit D will be adjusted based on the Consumer Price Index published by the U.S. Government. The period of time used to adjust the billing rates will be the time from the Notice to Proceed to the last submittal date in Exhibit E. The value used for the Consumer Price Index will be annual rates for each year and pro rated for partial years. If the project is delayed as a result of the Consultants actions, the final date shown in Exhibit E will be extended the same amount of time as the Consultant caused delay.

EXHIBIT C
MANHOUR TASK BREAKDOWN
Biltmore and Mayfair Neighborhood Street Rehabilitation

TASK	DESCRIPTION	Biltmore Phase 1				Biltmore Phase 2				Mayfair			
		PM	PE	CADD	CLER	PM	PE	CADD	CLER	PM	PE	CADD	CLER
100	PRELIMINARY AND GENERAL ITEMS												
105	Kick Off Meeting	2	2			2	2			2	2		
110	Progress Meetings	8	8			8	8			8	8		
115	Utility and Project Coordination	16	16			16	16			16	16		
120	Project Presentation	2		4		2		4		2		4	
	SUBTOTAL	28	26	4	0	28	26	4	0	28	26	4	0
200	PRELIMINARY ENGINEERING												
205	Research Existing Facilities	2	4	4		4	12	12		4	18	24	
210	Research Hydrologic Data and Reports	4				4				8	8		
215	Research Property Ownership		2	8			4	16			6	16	
220	Survey Coordination	4				4				8			
225	Geotechnical Investigation	2	2			2	2			2	2		
230	Drainage Analysis	4	4	2		8	8	4		12	12	4	
235	Preliminary Plan and Profiles	16	40	64		48	72	120		64	120	160	
240	Cost Estimate	4	16	24		4	24	24		8	24	24	
245	Predesign Memorandum	6	6	6	6	6	6	6	6	12	12	12	6
250	Submit Predesign Report	4	4	8	4	4	4	8	4	4	4	8	4
	SUBTOTAL	46	78	116	10	84	132	190	10	122	206	248	10
300	70% DESIGN AND CONSTRUCTION DOCUMENTS												
305	Plan and Profiles	24	48	64		48	56	80		48	100	120	
310	Typical Sections	4	12	32		4	16	32		8	24	32	
315	Design Details	8	16	24		8	32	48		24	48	54	
325	Draft Specifications	16	8		16	16	8		16	16	8		16
335	Updated Cost Estimate	4	8	16		4	8	16		8	16	24	
340	70% Submittal	4	4	8	4	4	4	8	4	4	4	8	4
	SUBTOTAL	56	92	136	16	80	120	176	16	104	196	230	16
400	90% DESIGN AND CONSTRUCTION DOCUMENTS												
405	Revise Design and Construction Documents	24	40	40		40	40	80		40	60	100	
410	Construction Easement Map	4	8	16	4	4	8	8		4	8	8	
415	Updated Cost Estimate	4	8	8		4	8	8		4	8	16	
420	Specifications	16	8		4	16	8		4	16	8		4
	SUBTOTAL	48	64	64	8	64	64	96	4	64	84	124	4
500	99% DESIGN AND CONSTRUCTION DOCUMENTS												
	Revise Design and Construction Documents	16	24	32	4	24	64	64	8	56	80	80	8
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS												
	Finalize Design and Construction Documents	16	24	32	4	24	56	56	4	32	72	72	4
700	BID SERVICES												
	Bid Services	16			2	16			2	16			2
		226	308	384	44	320	462	586	44	422	664	758	44

PM - Project Manager

PE - Project Engineer

CADD - CADD operator

CLER - Clerical

EXHIBIT D
COST DERIVATION
Biltmore and Mayfair Neighborhood Street Rehabilitation

TASK	DESCRIPTION	LABOR											
		Biltmore Phase 1				Biltmore Phase 2				Mayfair			
		PM \$115/hr	PE \$80/hr	CADD \$65/hr	CLER \$45/hr	PM \$115/hr	PE \$80/hr	CADD \$65/hr	CLER \$45/hr	PM \$115/hr	PE \$80/hr	CADD \$65/hr	CLER \$45/hr
100	PRELIMINARY AND GENERAL ITEMS												
105	Kick Off Meeting	230	160	0	0	230	160	0	0	230	160	0	0
110	Progress Meetings	920	640	0	0	920	640	0	0	920	640	0	0
115	Utility and Project Coordination	1,840	1,280	0	0	1,840	1,280	0	0	1,840	1,280	0	0
120	Project Presentation	230	0	260	0	230	0	260	0	230	0	260	0
	SUBTOTAL	3,220	2,080	260	0	3,220	2,080	260	0	3,220	2,080	260	0
200	PRELIMINARY ENGINEERING												
205	Research Existing Facilities	230	320	260	0	460	960	780	0	460	1,440	1,560	0
210	Research Hydrologic Data and Reports	460	0	0	0	460	0	0	0	920	640	0	0
215	Research Property Ownership	0	160	520	0	0	320	1,040	0	0	480	1,040	0
220	Survey Coordination	460	0	0	0	460	0	0	0	920	0	0	0
225	Geotechnical Investigation	230	160	0	0	230	160	0	0	230	160	0	0
230	Drainage Analysis	460	320	130	0	920	640	260	0	1,380	960	260	0
235	Preliminary Plan and Profiles	1,840	3,200	4,160	0	5,520	5,760	7,800	0	7,360	9,600	10,400	0
240	Cost Estimate	460	1,280	1,560	0	460	1,920	1,560	0	920	1,920	1,560	0
245	Predesign Report	690	480	390	270	690	480	390	270	1,380	960	780	270
250	Submit Predesign Report	460	320	520	180	460	320	520	180	460	320	520	180
	SUBTOTAL	5,290	6,240	7,540	450	9,660	10,560	12,350	450	14,030	16,480	16,120	450
300	70% DESIGN AND CONSTRUCTION DOCUMENTS												
305	Plan and Profiles	2,760	3,840	4,160	0	5,520	4,480	5,200	0	5,520	8,000	7,800	0
310	Typical Sections	460	960	2,080	0	460	1,280	2,080	0	920	1,920	2,080	0
315	Design Details	920	1,280	1,560	0	920	2,560	3,120	0	2,760	3,840	3,510	0
325	Draft Specifications	1,840	640	0	720	1,840	640	0	720	1,840	640	0	720
335	Updated Cost Estimate	460	640	1,040	0	460	640	1,040	0	920	1,280	1,560	0
340	70% Submittal	460	320	520	180	460	320	520	180	460	320	520	180
	SUBTOTAL	6,440	7,360	8,840	720	9,200	9,600	11,440	720	11,960	15,680	14,950	720
400	90% DESIGN AND CONSTRUCTION DOCUMENTS												
405	Revise Design and Construction Documents	2,760	3,200	2,600	0	4,600	3,200	5,200	0	4,600	4,800	6,500	0
410	Construction Easement Map	460	640	1,040	180	460	640	520	0	460	640	520	0
415	Updated Cost Estimate	460	640	520	0	460	640	520	0	460	640	1,040	0
420	Specifications	1,840	640	0	180	1,840	640	0	180	1,840	640	0	180
	SUBTOTAL	5,520	5,120	4,160	360	7,360	5,120	6,240	180	7,360	6,720	8,060	180
500	99% DESIGN AND CONSTRUCTION DOCUMENTS												
	Revise Design and Construction Documents	1,840	1,920	2,080	180	2,760	5,120	4,160	360	6,440	6,400	5,200	360
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS												
	Finalize Design and Construction Documents	1,840	1,920	2,080	180	2,760	4,480	3,640	180	3,680	5,760	4,680	180
700	BID SERVICES												
	Bid Services	1,840	0	0	90	1,840	0	0	90	1,840	0	0	90
		25,990	24,640	24,960	1,980	36,800	36,960	38,090	1,980	48,530	53,120	49,270	1,980

TOTAL LABOR = \$344,300
TOTAL DIRECTS (REPRO) = \$15,000
TOTAL FEE = \$359,300

**EXHIBIT E
PROJECT MILESTONES**

Biltmore and Mayfair Street Rehabilitation

Submittal	Biltmore Phase 1*	Biltmore Phase 2**	Mayfair***
30%	8/2/1999****	1/10/00	3/27/00
70%	9/13/99	3/6/00	7/3/00
90%	10/18/99	5/1/00	9/11/00
99%	11/22/99	6/12/00	11/6/00
Final	12/13/99	7/24/00	1/8/01

* Assumes 2 week CLV review, 3 week review for 90% submittal

** Assumes 3 week CLV review

*** Assumes 4 week CLV review

**** Assumes NTP on July 12, 1999

EXHIBIT F
SAMPLE INVOICE

Job No.: 511018.00

Date: 4/22/99

Mr. Jerry Turner
City of Las Vegas
400 East Stewart Ave.
Las Vegas, Nevada 89101

Invoice No.: 26035

Project: Biltmore/Mayfair Street Rehabilitation

Engineering Services rendered in the month of: March 1999

Contract Section No. 100						
	Direct Rate	Manhour Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Cost
Project Manager	\$115.00	28	10	26	2	\$1,150.00
Project Engineer/	\$80.00	26			26	\$0.00
CADD Technician	\$65.00	4		0	4	\$0.00
Clerical	\$45.00	0		0	0	\$0.00
Subtotal Hours		58	10	26	32	
Subtotal Labor Costs						\$1,150.00

Contract Section No. 200 (30%)						
	Direct Rate	Manhour Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Cost
Project Manager	\$115.00	64	43	43	21	\$4,945.00
Project Engineer/	\$80.00	96	90	92	4	\$7,200.00
CADD Technician	\$65.00	134		0	134	\$0.00
Clerical	\$45.00	28		0	28	\$0.00
Subtotal Hours		322	133	135	187	
Subtotal Labor Costs						\$12,145.00

TERMS : Net 30 Days

EXHIBIT F
SAMPLE INVOICE

CITY COUNCIL MEETING OF JULY 12, 1999

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Page 2

Job No.: 51018.00

Invoice No.:

Direct Costs

1) Reproduction

S

TOTAL THIS INVOICE

\$14,595.00

LESS RETENTION (5%)

\$729.75

TOTAL AMOUNT DUE THIS INVOICE

\$13,865.25

TOTAL AMOUNT INVOICED TO DATE

\$27,095.00

TOTAL RETENTION TO DATE

(\$1,354.75)

Contract Amount

372,580.00

Billed to date

27,095.00

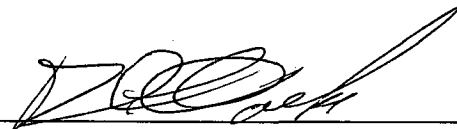
REMAINING BUDGET

\$345,485.00

TERMS : Net 30 Days

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
JULY 12, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF AN INTERLOCAL AGREEMENT WITH THE LAS VEGAS VALLEY WATER DISTRICT FOR SPECIAL IMPROVEMENT DISTRICT NO. 1471, JONES BOULEVARD, RANCHO DRIVE TO CENTENNIAL PARKWAY

PURPOSE/BACKGROUND

The City will be constructing new water facilities to service residences adjacent to Jones Boulevard as part of the road improvement project. This agreement with the Las Vegas Valley Water District is to assure that the facilities are installed in accordance with District standards so that they can assume ownership and maintenance upon completion of the construction.

FISCAL IMPACT

Funding will be provided by Special Improvement District 1471 in the amount of \$540,000.

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Interlocal Agreement with the Las Vegas Valley Water District for Special Improvement District No. 1471, Jones Boulevard, Rancho Drive to Centennial Parkway.

AGENDA ITEM

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