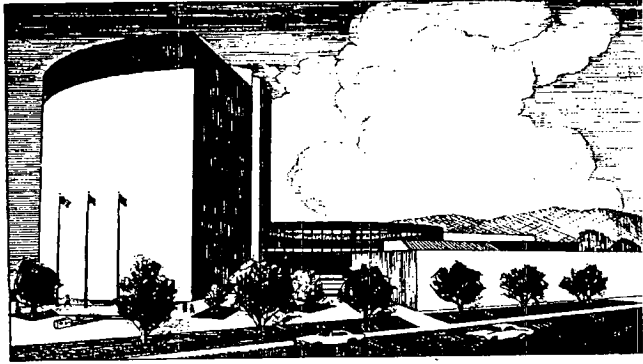




MINUTES

City of Las Vegas

CITY COUNCIL

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

DECEMBER 15, 1999

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

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COUNCILMAN MICHAEL J. MCDONALD
MAYOR PRO-TEM

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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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DOUG SELBY, DEPUTY 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

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TOM GREEN, DEPUTY CITY ATTORNEY
P.M. SESSION

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BARBARA JO RONEMUS, CITY CLERK

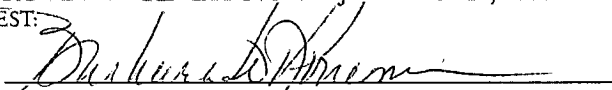
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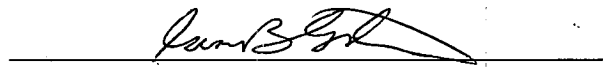
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APPROVED BY REFERENCE: JANUARY 19, 2000

ATTEST:


CITY CLERK


MAYOR

City of Las Vegas

CITY COUNCIL AGENDA

DECEMBER 15, 1999
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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

OSCAR B. GOODMAN, MAYOR • COUNCILMAN MICHAEL J. McDONALD, MAYOR PRO TEM

COUNCILMEMBERS: GARY REESE, LARRY BROWN, LYNETTE BOGGS McDONALD

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.

DECEMBER 15, 1999

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

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

THESE PROCEEDINGS ARE BEING VIDEOTAPED FOR REBROADCAST ON CABLE CHANNEL 4 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCASTED ON CABLE CHANNEL 4 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:30 PM, AND THE FOLLOWING MONDAY AT 9:30 AM

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.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND MASSEY GENTRY, CHRIST CHURCH EPISCOPAL
- PLEDGE OF ALLEGIANCE
- OATHS OF OFFICE ADMINISTERED TO COUNCIL APPOINTEES LAWRENCE WEEKLY, WARD 5, AND MICHAEL MACK, WARD 6, FOR TERMS BEGINNING JANUARY 1, 2000
- RECOGNITION OF THE JACOBSON ELEMENTARY SCHOOL STUDENTS AND THEIR ELECTED CITY COUNCIL MEMBERS
- RECOGNITION OF THE GENESIS SOCCER TEAM
- RECOGNITION OF THE "EMPLOYEE OF THE MONTH" FOR DECEMBER

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 November 17, 1999

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

3. Approval of City of Las Vegas representative and one alternate to serve on the Interim Advisory Committee created by the 1999 Legislature to study Design-Build contracting
4. Approval of Interim Operating Agreement between the YMCA and the City of Las Vegas for the operation, management, and maintenance of the City's Northwest Leisure Recreation Center located at Gowan and Durango
5. Approval to renew grant to the UNLV Greenspun School of Communication in the amount of \$36,765
6. Approval of Interlocal Contract for Funding and Administration of the Las Vegas Metropolitan Police Department Citizen Review Board (\$250,000 General Fund)

BUSINESS DEVELOPMENT - CONSENT

7. Approval of Interlocal Agreement #106175 between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) to provide for the construction of water lines, fire hydrants, operation, and maintenance for water service to the Las Vegas Metropolitan Police Department Academy/Substation located at Cheyenne and Conquistador Street (Academy Way)
8. Preapproval for a contract in an amount not to exceed \$50,000 for an economic feasibility study and conceptual designs of a public golf course on approximately 77 acres of property located at the Northwest Corner of Cheyenne and Durango (NTE \$50,000)
9. Approval of issuance of a Grant Deed to Lewex, Inc. for certain Real Property situated in the Spectrum of Las Vegas (Gain of \$466,540)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

10. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
11. Approval of the award of Bid Number 000028, annual requirements contract for floor coverings - Department of Public Works - Award recommended to: ALLIED FLOORING SERVICES (Estimated annual aggregate amount \$1,149,258 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

12. Approval of the award of Bid Number 990095, annual requirements contract for miscellaneous tires and tire repair - Department of Public Works - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$200,000 - Internal Service Fund)
13. Approval of the award of Bid Number 99.1739.09, Natural History Museum elevator addition; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: COMPLETE CONSTRUCTION AND REMODELING INC. (\$156,439 - Capital Projects Fund)
14. Approval of revision number one to Purchase Order 206750, telephone maintenance for the Information Technologies Department - Department of Information Technology - Award recommended to: SPRINT (\$22,641 - General Fund)
15. Approval of revision number 2 to Purchase Order Number 203405, annual requirements contract for linen and towel rental service - Department of Fire Services - Award recommended to: SOUTHWEST LINEN (\$17,209.25 - General Fund)
16. Approval of rescission of award of Revision Number Two to Purchase Order 203931 for the design of the audio/visual upgrade of Council Chambers - Department of Public Works - Award recommended to: THOUGHTFUL DESIGN
17. Approval of Contract Modification Number Two to an agreement for the design of the audio/visual upgrade of Council Chambers - Department of Public Works - Award recommended to: THOUGHTFUL DESIGN (\$5,915 - Capital Projects Fund)
18. Approval of Contract Modification Number One to Bid Number 99.08402.02 for the replacement of the fire pump at City Hall - Department of Public Works - Award recommended to: CERTIFIED FIRE PROTECTION (\$3,070 - Capital Projects Fund)
19. Approval for change of ownership for a Child Care Preschool License, Sunflower Head Start Center, 2660 Caselton, 89101, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)
20. Approval of change of ownership for a Child Care Center/Preschool License, H.R. Crawford Head Start Center, 1818 Balzar, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)
21. Approval of change of ownership for Child Care Center/Preschool License, Yvonne Atkinson-Gates Child Development Center (Head Start), 951 North Tonopah, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)
22. Approval of change of ownership for a Child Care Preschool License, Marble Manor Head Start Center, 909 Morgan Avenue, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)
23. Approval of change of ownership for a Child Care Center/Preschool License, NALA Child Care Center, 323 N. Maryland Parkway, 89101, From: President: Avi L. Almeida, To: President: Zullie Franco - Ward 3 (Reese)
24. Approval of a new Family Child Care Home License, Maria Amezcua, 4312 Thyme Avenue, 89110 - Ward 3 (Reese)
25. Approval of a new Family Child Care Home License, Veronica Angelo, 2900 Jamestown, 89102 - Ward 1 (M. McDonald)
26. Approval of a new Family Child Care Home License, Glenna Buford, 5820 Kane Holly Street, 89130 - Ward 4 (Brown)
27. Approval of change of license classification and change of name for a Family Child Care Home License (1-6 children) From: Kathryn Olsen, Family Home (1-6 children), To: Growing Kids Child Care, Kathryn Olsen Group Home (7-12 children), 601 Mayfield, 89107 - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

28. Approval of change of ownership and change of name for Child Care Center/Nursery/Preschool License, From: Reach Out, 1522 Pinto Lane, 89106, Cynthia R. Small, Pres, Laurel S. Davis, Secy, Craig Whiting, Treas, To: Reach Out Day Care Learning Center, 1522 Pinto Lane, 89106, Economic Opportunity Board of Clark County Administrator, Ethel Diana Goff - Ward 1 (M. McDonald)
29. Approval of a new Package Liquor License, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug #347, 9851 West Charleston Blvd., Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 2 (L.B. McDonald)
30. Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #359, 232 N. Jones Blvd., Smith's Food & Drug Center #377, 850 S. Rancho Dr., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 1 (M. McDonald)
31. Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #385, 2211 N. Rampart Blvd., Smith's Food & Drug #347, 9851 W. Charleston Blvd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 2 (L.B. McDonald)
32. Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Price Rite #553, 3602 E. Bonanza Rd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 3 (Reese)
33. Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #383, 4440 N. Rancho Dr., Price Rite #554, 1941 N. Decatur Blvd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 4 (Brown)
34. Approval of officer for a Beer/Wine/Cooler On-Sale Liquor License, Food Express, Inc., dba Food Express, 2003 S. Decatur Blvd., # B & C, Chi Kit Leung, Dir, Secy, 36% - Ward 1 (M. McDonald)
35. Approval of manager for a Package Liquor License, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center, 850 S. Rancho Dr., Sheryl Ann Smith, Store Director - Ward 1 (M. McDonald)
36. Approval of change of business name for a Tavern Liquor License and Restricted Gaming License for 15 slots, Bulllys of Nevada, Inc., dba From: Ye Irish Porker, To: Gamblers Hide A Way, 1945 S. Las Vegas Blvd., Kenneth L. Lehman, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
37. Approval of change of business name for Tavern Liquor License and Restricted Gaming License for 15 slots, Wheel of Gold, Inc., dba From: Chinese Village, To: Pandora's Lounge, 608 N. Rainbow Blvd., Tjeng Sio To, Dir, Pres, VP, Secy, 100%, Frederick Shing Yiu To, Dir, Treas - Ward 1 (M. McDonald)
38. Temporary approval of a new Independent Massage Therapist License, Renee Licata, dba Renee Licata, 550 Oakmont Avenue, #1722, Renee Licata, 100% - (County)
39. Temporary approval of a new Independent Massage Therapist License, Mary Wang, dba Mary Wang, 2317 Chapman Hill Drive, Mary M. Wang, 100% - Ward 2 (L.B. McDonald)
40. Temporary approval of a new Independent Massage Therapist License, Gina Mondavi, dba Gina Mondavi, 8630 S. Eastern Avenue, Wallace R. Mondavi, 100% - (County)
41. Temporary approval of a new Independent Massage Therapist License, Ju Hua Li, dba, Jane Li, 3909 W. Sahara Avenue, Suite 6, Ju H. Li, 100% - Ward 1 (M. McDonald)
42. Temporary approval of a new Independent Massage Therapist License, Kirsten Knox, dba Kirsten Knox, 8016 Delightful Avenue, Kirsten S. Knox, 100% - Ward 2 (L.B. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

43. Temporary approval of a new Independent Massage Therapist License, Katherine L. Crawford, dba Katherine L. Crawford, 8400 W. Charleston Blvd., #224, Katherine L. Crawford, 100% - Ward 2 (L.B. McDonald)
44. Temporary approval of a new Independent Massage Therapist License, Herbert George Levy, dba Herbert George Levy, 5155 S. Torrey Pines, #1097, Herbert G. Levy, 100% - (County)
45. Temporary approval of a new Independent Massage Therapist License, Shelton D. Bailey, dba Health Axis Massage Therapy, 4426 E. Cleveland Avenue, Shelton D. Bailey, 100% - (County)
46. Temporary approval of a new Independent Massage Therapist License subject to the provisions of the planning and fire codes, Stephanie L. Daugherty, dba Stephanie L. Daugherty, 7310 Smoke Ranch Road, Suite M, Stephanie L. Daugherty, 100% - Ward 4 (Brown)
47. Approval of change of location for an Independent Massage Therapist License, Manon Leberger, dba Manon Leberger, From: 12 Via Del Cedo, To: 3609 Shanagolden Street, Manon J. Leberger, 100% - Ward 4 (Brown)
48. Approval of change of business name for an Independent Massage Therapist License, John Selissen, dba From: John Selissen, To: Uplifting Massage, 7699 Kalmalii Avenue, John J. Selissen, 100% - (County)
49. Approval of Franchise Manager for a Beer/Wine/Cooler Off-Sale Liquor License, Southland Corporation, dba 7-Eleven Food Store #27085, 1990 North Rainbow Boulevard, Linus Litowsky, Franchise Mgr - Ward 1 (M. McDonald)

FIRE AND RESCUE DEPARTMENT - CONSENT

50. Approval of Memorandum of Understanding between the Office of Justice Programs and Las Vegas Fire & Rescue for the Fire Department to participate in a demonstration and assessment of the TRP-1000 Transportable Interconnect System on a twelve month basis. (No fiscal impact - this piece of communications equipment will be donated to the City from the Office of Justice Programs after the twelve month assessment period)

HUMAN RESOURCES DEPARTMENT - CONSENT

51. Approval to create the positions of City Council members for Wards 5 and 6 (Estimated \$98,498 annualized from the General Fund)
52. Approval to create the positions of 4 Management Analysts and 2 Senior Executive Assistants (Estimated \$309,299 annualized from the General Fund)
53. Approval of payment for a rehabilitation buy-out award - Claim #9810-01 - as required under the workers' compensation statutes (\$25,000 from the Workers' Compensation Self-Insured Trust Fund)
54. Approval of payment for a permanent partial disability award - Claim #9904-01 - as required under the workers' compensation statutes (\$41,738.14 from Workers' Compensation Self-Insured Trust Fund)
55. Approval to renew employee independent term life and accidental death coverage with Standard Insurance Company (Estimated \$138,000 annualized from Employee Insurance Trust Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

56. Approval of the reduction in amount of lien located at 1210 N. Tonopah Dr. PROPERTY OWNER: JOHN W. ANDERSON (\$1,304.05)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Drainage Facility and Waterway Agreement from Union Pacific Railroad Company for portions of the East Half (E ½) of Section 33, T20S, R61E, M.D.M., for additional drainage channel improvements along the east side of the I-15 Freeway located between Charleston Boulevard and Bonneville Avenue (\$540,431/Clark County Regional Flood Control District)
58. Approval of a Grant Deed from New Homes, LLC., A Nevada Limited Liability Company for a portion of the Northeast Quarter (NE ¼) of Section 36, T19S, R60E, M.D.M., for additional rights of way on Ann Road, West of Decatur Boulevard (11-23-99) 125-25-801-003, 004
59. Approval of a Grant Deed from GLK Holding V Jones-Azure, LLC, for portions of the Northeast Quarter (NE ¼) of Section 26, T19S, R60E, M.D.M., for the Jones Boulevard Improvement Project (11-11-99) 125-26-602-001
60. Approval of a interlocal contract with Clark County Regional Flood Control District for construction of the Freeway Channel - Alta Drive to Sahara Avenue and bypass facility from Wall Street to Sahara Avenue (\$3,800,000/Sanitation Enterprise Fund)
61. Approval of an interlocal contract with Clark County Regional Flood Control District for construction of the Gowan North System - Buffalo Branch (Buffalo Drive and Craig Road) (\$189,903/Clark County Regional Flood Control District)
62. Approval of a interlocal contract with the Clark County Regional Flood Control District for construction management for Rancho Road System from Centennial Parkway to Rancho Detention Basin (\$30,000/Clark County Regional Flood Control District)
63. Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for the construction of the Angel Park Detention Basin Expansion (\$729,500/Clark County Regional Flood Control District)
64. Approval of a supplemental interlocal contract with Clark County Regional Flood Control District for the engineering design and right-of-way design of the Las Vegas Wash Rancho Drive System (Peak Drive to Lake Mead Drive) (\$45,000/Clark County Regional Flood Control District)
65. Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for engineering design, right-of-way design and acquisition for the Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue (Redistribution of Funds)
66. Approval of encroachment request for Dan Muirhead on behalf of Ray & Alma School, LLC, owner, (Northeast corner of West Craig Road and North Tenaya Way)
67. Approval of a professional services agreement with Lee & Sakahara Architects for design services for Council Chambers Renovation (\$50,000/City Facilities Capital Project Fund)
68. Approval of an engineering design services agreement with Sverdrup Civil, Inc. for engineering design services for the Rainbow Boulevard Road Improvements (\$757,250/Regional Transportation Commission and City of Las Vegas Special Improvement District)

RESOLUTIONS - CONSENT

69. **R-107-99** - Approval of a Resolution Directing the Director of Public Works to prepare and file preliminary plans, estimate of cost, and an assessment plat map in connection with proposed SID 1476 - (Town Center Frontage Area)
70. **R-108-99** - Approval of a Resolution Adopting a Revised Map of Park Districts Under the City's Residential Construction Tax Ordinance

RESOLUTIONS - CONSENT

- 71. **R-109-99** - Approval of a Resolution Making Provisional Order and Directing the Notice of Hearing thereon be given re: Special Improvement District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard)
- 72. **R-110-99** - Approval of a Resolution directing the City Treasurer to prepare the Fifty-First Assessment Apportionment Report re: Special Improvement District No. 707 (Summerlin Area)
- 73. **R-111-99** - Approval of a Resolution approving the Fifty-First Assessment Apportionment Report re: Special Improvement District No. 707 (Summerlin Area)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

- 74. Report on and possible action regarding the City of Las Vegas Strategic Plan 2005
- 75. Discussion and possible action on a franchise application from Southwest Ambulance, Inc. to operate within the City of Las Vegas
- 76. Discussion and possible action regarding Las Vegas Municipal Code 2.44 and NRS 278 concerning the Planning Commission and direct staff as deemed appropriate

ADMINISTRATIVE SERVICES - DISCUSSION

- 77. Report on the City's contract with Alcalde and Fay for federal lobbying services
- 78. Discussion and possible action for the City of Las Vegas to participate in the Nevada League of Cities & Municipalities 2000 Youth Award program

CITY ATTORNEY - DISCUSSION

- 79. **ABEYANCE ITEM** - Discussion and possible action on Appeal of Work Card Denial: Ms. Jacqueline Marie Dillon, 629 Triest Circle #B, Las Vegas, NV 89110
- 80. Discussion and possible action on Appeal of work Card Denial - Six Month Review: Mr. Kenneth Earl Johnson, 9225 West Charleston Blvd., Apt #1049, Las Vegas, NV 89117
- 81. Discussion and possible action on Appeal of work Card Denial: Ms. Ann Marie Louise Ortiz, 581 Decidedly Street, Henderson, NV 89015
- 82. Discussion and possible action on Appeal of work Card Denial: Mr. Jimmy B. James, 529 Croft Way, Las Vegas, Nevada 89110

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

- 83. Discussion and possible action to preapprove Bid Number 00.1739.01-LED, Northwest Soccer Complex, to the lowest responsive and responsible bidder; and approve the construction and contingency amount - Department of Public Works - (Engineer's estimate \$6,960,514 - Capital Projects Fund)
- 84. Discussion and possible action regarding a six-month review of an Independent Massage Therapist License, Deborah A. Resly, dba Deborah Resly, 7420 Forest Ivy Street, Deborah A. Resly, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

85. Discussion and possible action regarding a request for temporary approval of a change of ownership, change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report, From: Terrible Herbst, Inc., dba Arco AM/PM #188, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 7500 W. Cheyenne Ave., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 4 (Brown)
86. Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes, Health Department Regulations and receipt of a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #184, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 8590 West Lake Mead Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
87. Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler/Off-Sale Liquor License, subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Arco AM/PM Mini Market, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 11 North Nellis Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 3 (Reese)
88. Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License, subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #156, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 109 South Rainbow Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
89. Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #166, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 7800 West Sahara Avenue, Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 1 (M. McDonald)
90. Discussion and possible action regarding a request for temporary approval of a change of ownership, change of business name for a Pawnbroker License and a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes and receipt of a favorable police report, From: Smith-Christensen Enterprises, Inc., dba Auto Auction Sales, Vern Christensen, Treas, Jerry Page, Mgr, To: ASAP Auto Pawn, Inc., dba Auto Pawn Plus, 1701 Western Avenue, Craig A. McCall, Dir, Pres, Secy, Treas, Jerome L. Ryan, Mgr, 10%, The Craig and Kathryn McCall Trust, 90%, Craig A. McCall, Trustor, Trustee - Ward 1 (M. McDonald)
91. Discussion and possible action regarding temporary approval of a new Independent Massage Therapist License subject to receipt of a favorable police report, Alisa Crouch, dba Alisa Crouch, 1632 Jansen Avenue, Alisa D. Crouch, 100% - Ward 3 (Reese)

HUMAN RESOURCES DEPARTMENT - DISCUSSION

92. Discussion and possible action on vendor contracts and/or amendments with USI Administrators, Universal Health Network, Catalyst RX, Concentra, Harmony Healthcare and American National for Calendar Year 2000 Employee Medical Insurance Providers (\$689,574 from the Internal Service Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

93. Discussion and possible action on the Interlocal Agreement between the Clark County School District and the City of Las Vegas for the S.B. 555 Grant funds allocated to the Instilling HOPE In Youth Program

PUBLIC WORKS DEPARTMENT - DISCUSSION

94. **ABEYANCE ITEM** - Discussion and possible action to approve a sludge disposal service contract with Republic Environmental Technologies, Inc. a Nevada corporation, for sludge removal from the City Water Pollution Control Facility. The initial contract term is five years with an option to renew for five years under the same terms and conditions subject to the mutual consent of the parties (\$1,500,000 a year/Enterprise Fund)
95. Report on status of transportation projects now under design, construction or planning stage

BOARDS & COMMISSIONS - DISCUSSION

96. PARK & RECREATION ADVISORY COMMISSION - Walter T. Sapling - Term Expires 1/8/2000
97. COMMUNITY DEVELOPMENT RECOMMENDING BOARD (CDRB): Amendment of the Community Development Recommending Board By-Laws
98. Appointment and Reappointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE REPORTS - DISCUSSION

99. **ABEYANCE ITEM** - Discussion and possible action to approve a Memorandum of Understanding between the City of Las Vegas and Clark County School District, relinquishing the City's interest in approximately 20 acres of land in the vicinity of Ann Road and Campbell
100. **ABEYANCE ITEM** - Discussion and possible action to approve a lease agreement between the City of Las Vegas and the State of Nevada, Department of Human Resources, Welfare Division, for approximately 30,840 square feet of office space located at 1040 W. Owens Avenue (previously shown as 1621 J Street) (\$16,927.68 revenue per month - 1st year)
101. **ABEYANCE ITEM** - Discussion and possible action to authorize staff to apply for a lease application with the Bureau of Land Management for property located at the southeast corner of Marla Street and Red Coach Avenue for a future neighborhood park site (\$100.00 - General Fund)
102. **ABEYANCE ITEM** - Discussion and possible action to enter into negotiations for an unsolicited offer from Las Vegas Premier Soccer Club, Inc., to develop and operate a soccer complex on undeveloped land currently under a lease application with the Bureau of Land Management, located between Buffalo Drive and Durango Drive
103. Discussion and possible action on a land lease agreement with the Clark County Health District for the location of an air monitoring station in the East City Service Yard, 3104 East Bonanza Road
104. Discussion and possible action on the purchase of real property known as parcel numbers 162-04-601-004 and 162-04-601-005, located at Martin Luther King Boulevard, north of Oakey and south of Charleston, between Cynthia A. Inman or nominee and John and Marjorie Banks for the future construction of a fire station (\$307,000 - Fire Services CPF)

REAL ESTATE COMMITTEE REPORTS - DISCUSSION

105. Discussion and possible action on the Real Property Purchase and Sale Agreement between the City of Las Vegas and Berlin Industries, Inc. for the sale of land in the Las Vegas Technology Center (Gain of \$1,142,911)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

106. **Bill No. 99-62** – Eliminates the ability to obtain a waiver of the minimum 400-foot distance requirements applicable to a liquor establishment (off-premise consumption). Sponsored by: Councilman Gary Reese
107. **Bill No. 99-65** – Annexation No. A-37-99(A) – Property Located: On the west side of Conough Lane, approximately 910 feet south of Deer Springs Way; Petitioned By: Rome 95 and Rome PHD Limited Partnerships on behalf of J.O.M.B.I. Development Co.; Acreage: Approximately 16.63 acres; Zoned: H-2 and R-E (County Zoning), C-2 and U (TC) (City Equivalents). Sponsored by: Councilman Larry Brown
108. **Bill No. 99-66** – Annexation No. A-39-99(A) – Property Located: On the southwest corner of Lone Mountain Road and Barden Road; Petitioned By: Corey and Sally Morley, et al.; Acreage: Approximately 21.30 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown
109. **Bill No. 99-67** – Annexation No. A-43-99(A) – Property Located: On the north side of Cheyenne Avenue, approximately 122 feet east of Torrey Pines Drive; Petitioned By: Tiger Mynarcik and Jill M. Childs; Acreage: Approximately 1.03 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Larry Brown
110. **Bill No. 99-68** – Extends the juvenile curfew for the downtown area on December 31 and January 1. Sponsored by: Councilman Gary Reese
111. **Bill No. 99-70** – Limits the use of glass and metal beverage containers at certain special events. Proposed by: Mark Vincent, Director of Finance and Business Services

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.

112. **Bill No. 99-69** – Provides minor adjustments and clarifications to the City's zoning regulations. Sponsored by: Councilman Larry Brown

NEW BILLS

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

113. **Bill No. 99-71** – An ordinance establishing new financial disclosure requirements in the City Ethics Code

1:00 P.M. - AFTERNOON SESSION

114. 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

PUBLIC HEARINGS - DISCUSSION

115. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 712 Jefferson Ave. PROPERTY OWNER: UNITED COMPANIES LENDING CORP

PLANNING & 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

116. VACATION - PUBLIC HEARING - VAC-49-99 - CORNERSTONE COMPANY - Petition to vacate a portion of 4th Street generally located between 3rd Street and the current 4th Street alignment, Ward 1 (McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
117. ONE YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-70-98(1) - S & W ENTERPRISES ON BEHALF OF HQ RECYCLED STEREO - One Year Required Review on an approved Variance on property located at 2116 East Charleston Boulevard which allowed 18 parking spaces where 40 is the minimum allowed, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 162-01-101-003. The Board of Zoning Adjustment (4-0 vote) and staff recommend APPROVAL
118. VARIANCE - PUBLIC HEARING - V-70-99 - NEVADA H.A.N.D. - Request for a Variance on property located on the northwest corner of Stewart Avenue and Fourteenth Street TO ALLOW 10,402 SQUARE FEET OF OPEN SPACE WHERE THE MINIMUM OPEN SPACE REQUIRED IS 35,270 SQUARE FEET IN CONJUNCTION WITH A 49 UNIT SENIOR APARTMENT COMPLEX, R-PD29 (Residential Planned Development - 29 Units Per Acre) Zone, Ward 3 (Reese), APN: 139-35-212-125. The Board of Zoning Adjustment (4-0 vote) and staff recommend APPROVAL
119. SPECIAL USE PERMIT - PUBLIC HEARING - U-111-99 - THE HOWARD HUGHES CORPORATION - Request for a Special Use Permit on property located on the northeast corner of Town Center Drive and Covington Cross Drive FOR THE OFF-PREMISE SALE OF BEER AND WINE AND RESTRICTED GAMING IN CONJUNCTION WITH A PROPOSED 5,000 SQUARE FOOT CONVENIENCE STORE (CITY STOP), P-C (Planned Community) Zone, Ward 2 (L.B. McDonald), APN: 138-30-217-001. The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
120. SPECIAL USE PERMIT - PUBLIC HEARING - U-112-99 - THE HOWARD HUGHES CORPORATION - Request for a Special Use Permit on property located on the northeast corner of Town Center Drive and Covington Cross Drive FOR GASOLINE SALES IN CONJUNCTION WITH A PROPOSED 5,000 SQUARE FOOT CONVENIENCE STORE (CITY STOP), P-C (Planned Community) Zone, Ward 2 (L.B. McDonald), APN: 138-30-217-001. The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
121. SPECIAL USE PERMIT - PUBLIC HEARING - U-113-99 - THE HOWARD HUGHES CORPORATION - Request for a Special Use Permit on property located on the northeast corner of Town Center Drive and Covington Cross Drive FOR A 2,200 SQUARE FOOT CAR WASH IN CONJUNCTION WITH A PROPOSED 5,000 SQUARE FOOT CONVENIENCE STORE (CITY STOP), P-C (Planned Community) Zone, Ward 2 (L.B. McDonald), APN: 138-30-217-001. The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION/ACTION ITEMS

122. **SPECIAL USE PERMIT - PUBLIC HEARING - U-114-99 - SALIM S. RANA** - Request for a Special Use Permit on property located on the north side of Washington Avenue and the east side of Lamb Boulevard FOR A PROPOSED 12,500 SQUARE FOOT, TWO-STORY CONVALESCENT CARE FACILITY, R-1 (Single Family Residential) and R-E (Residence Estates) Zones under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese), APN's: 140-29-202-003, 004 and 008. The Planning Commission (6-0 vote) and staff recommend APPROVAL

123. **SPECIAL USE PERMIT - PUBLIC HEARING - U-115-99 - SALIM S. RANA** - Request for a Special Use Permit on property located on the north side of Washington Avenue and the east side of Lamb Boulevard FOR A PROPOSED 3,500 SQUARE FOOT CAR WASH, R-1 (Single Family Residential) and R-E (Residence Estates) Zones under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese), APN's: 140-29-202-003, 004 and 008. The Planning Commission (6-0 vote) and staff recommend APPROVAL

124. **SITE DEVELOPMENT PLAN REVIEW RELATED TO U-114-99 AND U-115-99 - PUBLIC HEARING - Z-75-97(2) AND Z-105-97(2) - SALIM S. RANA** - Request for a Site Development Plan Review on property located on the north side of Washington Avenue and the east side of Lamb Boulevard FOR A PROPOSED COMMERCIAL CENTER, R-1 (Single Family Residential) and R-E (Residence Estates) Zones under Resolution of Intent to C-1 (Limited Commercial), Size: 11.45 Acres, Ward 3 (Reese), APN's: 140-29-202-003, 004 and 008. The Planning Commission (6-0 vote) and staff recommend APPROVAL

125. **REZONING - PUBLIC HEARING - Z-68-99 - DBL & ASSOCIATES LIMITED LIABILITY COMPANY** - Request for a Rezoning on property located at 850 South Jones Boulevard, From: R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking) To: O (Office), PROPOSED USE: 7,560 SQUARE FOOT SOCIAL SERVICE PROVIDER, Size: 0.54 Acres, Ward 1 (McDonald), APN: 138-36-401-005. The Planning Commission (6-0 vote) and staff recommend APPROVAL

126. **SPECIAL USE PERMIT RELATED TO Z-68-99 - PUBLIC HEARING - U-110-99 - DBL & ASSOCIATES LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located at 850 South Jones Boulevard FOR A PROPOSED SOCIAL SERVICE PROVIDER, R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking) [Pending Zone change to O (Office)], Ward 1 (McDonald), APN: 138-36-401-005. The Planning Commission (6-0 vote) and staff recommend APPROVAL

127. **ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-52-99 - ALBERT ABRAMS FAMILY TRUST AND SEYMOUR & SYLVIA MATANKY FAMILY TRUST ON BEHALF OF LEE MEKELBURG** - Request for a Rezoning on property located on the east side of Durango Drive, approximately 350 feet south of Alexander Road, From: U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] To: R-PD8 (Residential Planned Development - 8 Units per Acre), PROPOSED USE: 76 LOT SINGLE FAMILY SUBDIVISION, Size: 10.71 Acres, Ward 4 (Brown), APN: 138-09-101-007. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

128. **REZONING - PUBLIC HEARING - Z-69-99 - FARMANALI FAMILY TRUST** - Request for a Rezoning on property located on the northwest corner of Elkhorn Road and Leon Avenue, FROM: R-E (Residence Estates), TO: R-PD3 (Residential Planned Development - 3 Units per Acre), PROPOSED USE: 27 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION, Size: 9.70 Acres, Ward 4 (Brown), APN: 125-13-402-009. The Planning Commission (4-2 vote) and staff recommend APPROVAL

129. **VACATION RELATED TO Z-69-99 - PUBLIC HEARING - VAC-50-99 - LARRY HUGHES** - Petition to vacate portions of Boyd Lane and Leon Avenue, between Severance Lane and Elkhorn Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

130. **GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-35-99 - NEVADA POWER COMPANY** - Request to Amend the Northwest Sector Plan to add Subchapter 11, Electrical Power Distribution, as a new subchapter in the Northwest Sector Plan, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

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.**

ADDENDUM**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

(Mailing required under the provisions of NRS Chapter 241)

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **9th** day of **December, 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 **15th** day of **December, 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.

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, deposes and says that on the 10th day of **December, 1999**, at the hour of **8:00 a.m.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City Council Meeting** to be held on the 15th day of **December, 1999** at **9:00 a.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

- EC* 1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;
- EC* 2. In the Senior Citizens Center, 450 E. Bonanza Road;
- EC* 3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)
- EC* 4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office); and
- EC* 5. 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).

Eva Cotton

SIGNATURE

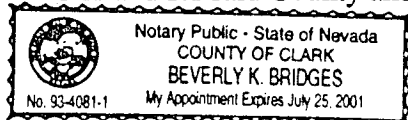
City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 10th day of December, 1999

Beverly K. Bridges

NOTARY PUBLIC in and for said County and State



City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: DECEMBER 15, 1999

THESE PROCEEDINGS ARE BEING VIDEOTAPED FOR REBROADCAST ON CABLE CHANNEL 4 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCASTED ON CABLE CHANNEL 4 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:30 PM, AND THE FOLLOWING MONDAY AT 9:30 AM

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND MASSEY GENTRY, CHRIST CHURCH EPISCOPAL
- PLEDGE OF ALLEGIANCE

MINUTES:

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, DEPUTY CITY ATTORNEY TOM GREEN (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

(9:13)

1-1

Invocation given by REVEREND MASSEY GENTRY, Christ Church Episcopal.

(9:13 - 9:14)

1-13

MAYOR GOODMAN led the audience in the Pledge.

(9:13 - 9:15)

1-36

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

OATHS OF OFFICE ADMINISTERED TO COUNCIL APPOINTEES LAWRENCE WEEKLY, WARD 5, AND MICHAEL MACK, WARD 6, FOR TERMS BEGINNING JANUARY 1, 2000

Fiscal Impact

☐

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MINUTES:

MAYOR GOODMAN announced that it was a very special day to be swearing in two new Councilmen that would be working hard with a strong commitment to the great City of Las Vegas. The City Council works together and in the City's best interest, with the understanding that the members of the Council have a right to disagree, but in a respectful manner.

The Oath of Office was administered individually by MAYOR GOODMAN to City Council appointees LAWRENCE WEEKLY and MICHAEL MACK.

COUNCILMAN WEEKLY was accompanied by his wife KIM, daughter KENYA, son MOLICK, Godparents CURTIS and CAROLYN SHELTON, and sister ROBBIE. A special welcome was given to his niece LATANYA and nephew CARL SMITH who came from Saudia Arabia for the special event. His son's classmates from Booker Elementary School were also present.

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Ceremonial - Oaths of Office to Council Appointees Lawrence Weekly and Michael Mack

MINUTES - Continued:

With all due respect to everyone's belief, COUNCILMAN WEEKLY thanked God for who he is and for allowing him the opportunity to represent Ward 5. He felt honored, blessed, and excited about facing the challenges of Ward 5, no matter his ethnic background. It takes a person who cares about the community and who will be dedicated to the cause. He thanked the City Council for giving him the opportunity and asked the community to give him a chance to come into the neighborhoods to talk to his constituents about the concerns and issues that face the community, the future of the children, and the elderly. He invited his constituents to work with him as the new millennium approaches.

He felt proud to have his Godparents with him, and although his parents are deceased, he was confident that they were looking upon him proudly knowing that they instilled in him good morals and values. Hence, his decisions will be made conscientiously, knowing that he will have to live with himself. He asked the community to pray for him and to support him, because he knows that he cannot do anything without them. He wished everyone a Merry Christmas and a Happy New Year.

COUNCILMAN MACK was also accompanied by his wife JODIE, sons AUSTIN and ERIN, parents JUDY and MICHAEL, grandmother HELEN, sister BELINDA, and brother STEVEN with his wife DAWN.

COUNCILMAN MACK thanked the Council for the appointment. Even though it was a long, complicated, and confusing process, he felt that the outcome is in the best interest of the constituents and the future of the City of Las Vegas. He will not take lightly the trust that was placed upon him, realizing that he has to prove himself to his constituents. Although he and his fellow Council members may not always agree, no one will ever find fault in his work ethic or his commitment to make Las Vegas a better place to live.

He thanked his wife and family for keeping him focused during the process, and the Carpenters Union for its leadership and dedication in helping him getting appointed, as well as the homeowners associations. He also thanked his true friends who stood by him: DAN HEART, DEVIN and ALLEN ROSE, TERRY MURPHY, SENATOR HARRY REID, ROY REID, MIKE and TERRI MALONE, BOBBY GEE, and many more. He thanked all the other candidates for participating in a spirited debate and avoiding personal attacks, especially ORLANDO SANCHEZ, who he looks forward to working with in the City of Las Vegas.

He vowed to everyone in the community to be honest, accessible, and to listen to the issues of the people. There will be no greater reward than to earn the trust of his constituents.

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Ceremonial - Oaths of Office to Council Appointees Lawrence Weekly and Michael Mack

MINUTES - Continued:

MAYOR GOODMAN acknowledged the following dignitaries in the audience: CONGRESSWOMAN SHELLY BERKLEY, ASSEMBLYMAN WENDELL WILLIAMS, COUNTY COMMISSIONERS YVONNE ATKINSON GATES and MYRNA WILLIAMS, former CONGRESSMAN JIM BILBRAY, and City of Las Vegas Municipal Court Judges SEYMORE H. BROWN, TOY GREGORY, CEDRIC KERNS, MICHELLE LEAVITT FITZPATRICK, BERT BROWN, and JESSIE WALSH.

(9:15 - 9:39)

1-82

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC INFORMATION OFFICE

DIRECTOR: MARCIA HOLMBERG

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE JACOBSON ELEMENTARY SCHOOL STUDENTS AND THEIR ELECTED CITY COUNCIL MEMBERS

Fiscal Impact

☐

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MINUTES:

MAYOR GOODMAN announced that when he visited Jacobson Elementary School, he was fascinated to find that the School formed its own city with a government and money, and it even held an election in which the elected Jacobsonville Council members had to campaign for their offices. He recognized the following Jacobsonville Council members who would be sitting in during the Council meeting with the various City Council members and administrative staff to participate in the proceedings: MAYOR JOE BROADHEAD, MAYOR PRO TEM RYAN MORGAN, COUNCILMEMBERS JAROD CALHOUN, BRIANA CREPINSEK, STEVEN KELLY, SAMANTHA SEMORE, DOUG SOLOMON, CITY MANAGER KATLIN BATLEY, SECRETARY ALICIA KNUCKLES, and TREASURER SYDNEY FITZGERALD.

MAYOR BROADHEAD thanked MAYOR GOODMAN for kicking off Jacobsonville's campaign season and for being a good roll model.

(9:45 - 9:49)

1-1049

RECESS: 9:49 - 10:02 A.M.

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC INFORMATION OFFICE

DIRECTOR: MARCIA HOLMBERG

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE GENESIS SOCCER TEAM

Fiscal Impact

☐

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MINUTES:

MAYOR GOODMAN invited the Genesis Soccer Team to come forward for a special presentation to COUNCILMAN McDONALD.

COUNCILMAN McDONALD pointed out that many of the members of the Team have been together for three years. They started out not keeping score and focusing more on their skills and the basics of good sportsmanship. Fortunately, he was given the honor of sponsoring the Team this year, but it is important that everyone support the youth because they are tomorrow's future.

MITCHELL JENKINS thanked COUNCILMAN McDONALD for his sponsorship, noting that the Genesis Soccer Team was undefeated this season. He presented COUNCILMAN McDONALD with a plaque.

(9:39 - 9:42)

1-833

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC INFORMATION OFFICE

DIRECTOR: MARCIA HOLMBERG

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE "EMPLOYEE OF THE MONTH" FOR DECEMBER

Fiscal Impact

☐

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Framed Certificate

MOTION:

None required.

MINUTES:

MAYOR GOODMAN, COUNCILMEN McDONALD, REESE, and BROWN, COUNCILWOMAN McDONALD, and JOHN McNELLIS, Deputy Director of the Department of Public Works, joined in honoring MS. BOLDING, Laboratory Superintendent at the Water Pollution Control Facility, as Employee of the Month for December. As the leader of the Water Pollution Control Facility Laboratory, she provides the leadership necessary to meet an exact set of standards and works hard to ensure that the unit supports other functions at the Facility. She has represented the City of Las Vegas on water quality issues and has become well known within the community for her expertise in the field. MS. BOLDING was also instrumental in developing the State's Water Quality Analyst Certification program, and she assisted in developing wastewater and water technology programs at Community College of Southern Nevada, where she administers the program and serves as an instructor.

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 15, 1999
Ceremonial - Employee of the Month

MINUTES - Continued:

MS. BOLDING thanked the Council, stating that being selected Employee of the Month is one of the best things that has ever happened to her. She has been with the City of Las Vegas for approximately ten years. Her job achievements have been possible because she has always had the support of the City and her boss, and she works with a great staff.

(9:42 - 9:45)
1-952

Memorandum

City of Las Vegas
City Manager's Office

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

From: Virginia Valentine, City Manager

c: Steven P. Houchens; Douglas A. Selby; Rick Anderson; Richard D. Goecke;
David Riggleman; Roni Ronemus; Marcia Holmberg

Date: December 7, 1999

Re: December 1999 Employee of the Month

RECEIVED
CITY CLERK
1999 DEC - 8 P 4:43

I am pleased to announce that December's Employee of the Month is Laboratory Superintendent **Debra Bolding** of the Department of Public Works. She was nominated by **David Mendenhall**.

Debra has been employed by the City of Las Vegas since April 1990 and currently heads up the team at the Water Pollution Control Facility's laboratory. In addition to providing the leadership necessary to meet an exacting set of standards, Debra works to ensure that the unit supports other functions at the Water Pollution Control Facility. She has represented the City of Las Vegas as a spokesperson on water quality issues and has become widely known across the entire community for her expertise in this area.

Debra was instrumental in developing the State's Water Quality Analyst Certification Program. She also helped develop the Community College of Southern Nevada's wastewater and water technology programs which she administers and serves as an instructor.

Debra serves on the Sewage and Wastewater Advisory Committee, the Lake Mead Water Quality Forum, and the Las Vegas Wash Coordination Committee.

A ceremony announcing this selection is scheduled for **10:00 a.m., Tuesday, December 14, 1999, at the Water Pollution Control Facility's administration building located at 6005 East Vegas Valley Drive**. Your attendance would be greatly appreciated. If you have any questions, please feel free to call.

VV:MB

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:****BUSINESS ITEMS:**

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

MOTION:

M. McDONALD - Motion to bring forward and STRIKE Item 11, Hold in ABEYANCE Item 74 to 1/5/2000, and Items 94 and 109 to 1/19/2000 - UNANIMOUS

MINUTES:

There was no discussion.

(10:03 - 10:04)

1-1200

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Regular City Council Meeting of November 17, 1999

MOTION:

M. McDONALD - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(10:04)

1-1254

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: DOUG SELBY, DEPUTY CM ☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

Approval of City of Las Vegas representative and one alternate to serve on the Interim Advisory Committee created by the 1999 Legislature to study Design-Build contracting

Fiscal Impact

☒ No Impact	Amount:
☐ Budget Funds Available	Dept./Division:
☐ Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Senate Bill 475 of the 1999 Legislature requires the City of Las Vegas to name one representative to the Interim Advisory Committee which was created to study the use of Design-Build contracting methods.

RECOMMENDATION:

It is recommended that the Director of Public Works be named as the City of Las Vegas representative and the City Engineer serve as an alternate.

BACKUP DOCUMENTATION:

1. Memorandum from Doug Selby, Deputy City Manager
2. Copy of Senate Bill 475

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

Regarding Item 5, COUNCILWOMAN McDONALD disclosed that she would be abstaining as it pertains to UNLV, where she works as the Marketing Director.

(10:04 - 10:05)

1-1264

Memorandum

City of Las Vegas Office of the City Manager

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

From: Doug Selby, Deputy City Manager



CC: Virginia Valentine
Steve Houchens
Richard Goecke
Jerry Walker
Administrative Services

Date: November 19, 1999

Re: Interim Advisory Committee on Design-Build Construction

Senate Bill 475 of the 1999 Nevada Legislature authorizes the use of the "design-build" contracting method for certain public works projects. This method of contracting combines the traditionally separate phases of a project (development, design and construction) into a single, all inclusive contract. The use of the design-build method of contracting may offer significant savings in project completion time.

In order to review the use of design-build and help future legislatures refine and/or expand the authority, Senate Bill 475 established an Interim Advisory Committee. The committee consists largely of individuals who would be most directly involved in the design-build process, from both the public and private sectors. A report of their findings and possible recommendations is required to be submitted to the 72nd Session of the Nevada Legislature in 2001.

The City of Las Vegas is allowed to appoint one member to the Interim Advisory Committee. It is my recommendation that the Director of Public Works, Richard Goecke, be named as the City's primary representative, with the City Engineer, Jerry Walker, Acting, serving as the alternate. The appointed member and alternate will be expected to coordinate testimony and disseminate information to the other affected departments within the City, as well as, report the activities of the committee to the City Manager, Mayor and Council. Please contact me if you need any additional information.

session are hereby repealed.

Sec. 37. 1. The interim advisory committee to study the use of design-build contracting within this state is hereby created. The interim advisory committee consists of 16 members who are appointed as follows:

- (a) One member appointed by the Northern Nevada Chapter of the Associated General Contractors.
- (b) One member appointed by the Southern Nevada Chapter of the Associated General Contractors.
- (c) One member appointed by the Northern Nevada Chapter of the Associated Builders and Contractors.
- (d) One member appointed by the Southern Nevada Chapter of the Associated Builders and Contractors.
- (e) One member appointed by the Nevada chapter of the American Institute of Architecture.
- (f) One member appointed by the American Consulting Engineers Council of Nevada.
- (g) One member appointed by the Department of Transportation of the State of Nevada.
- (h) One member appointed by the Southern Nevada Water Authority.
- (i) One member appointed by the Board of County Commissioners of Clark County.
- (j) One member appointed by the governing body of the City of Las Vegas.

(k) One member appointed by the governing body of the City of Henderson.

(l) One member appointed by the governing body of the City of North Las Vegas.

(m) One member appointed by the Nevada Contractors Association.

(n) One member appointed by the Board of County Commissioners of Washoe County.

(o) One member appointed by the governing body of the City of Reno.

(p) One member appointed by the governing body of the City of Sparks.

2. Members of the interim advisory committee shall serve without compensation, travel expenses or subsistence allowances, except as they may be provided by the members' respective agencies and organizations.

3. The interim advisory committee created pursuant to subsection 1 shall:

(a) Examine the methods of design-build contracting that are authorized to be used pursuant to the provisions of this act; and

(b) Submit a report regarding its findings to the 72nd session of the Nevada Legislature, accompanied by any suggestions for legislation that the interim advisory committee determines to be advisable.

Sec. 38. 1. This section and sections 35.4 and 35.6 of this act become effective on October 1, 1999.

2. Sections 1 to 9, inclusive, 14 to 35, inclusive, 36 and 37 of this act become effective on October 1, 1999, and expire by limitation on

October 1, 2003.

3. Sections 10, 13 and 35.8 of this act become effective at 12:01 a.m.

on October 1, 1999, and expire by limitation on October 1, 2003.

4. Section 11 of this act becomes effective at 12:01 a.m. on October 1, 1999, and expires by limitation on May 1, 2013.

5. Section 13.5 of this act becomes effective at 12:01 a.m. on October 1, 2003.

6. Section 35.2 of this act becomes effective at 12:01 a.m. on October 1, 2003 and expires by limitation on May 1, 2013.

7. Section 12 of this act becomes effective at 12:02 a.m. on May 1, 2013.

~

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: December 15, 1999

DEPARTMENT: CITY MANAGER'S OFFICE**DIRECTOR: STEVEN P. HOUCHENS**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of Interim Operating Agreement between the YMCA and the City of Las Vegas for the operation, management, and maintenance of the City's Northwest Leisure Recreation Center located at Gowan and Durango.

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

At the September 15, 1999 Council meeting, Council approved the acceptance of the Request for Proposal submitted by the YMCA for the operations and maintenance of the Center and gave Staff the authority to begin negotiations with the YMCA. Because the Center has been built on land owned by the Bureau of Land Management, the agreement must also be approved by this agency. As an interim measure Staff is recommending that the YMCA provide temporary operation, management, and maintenance of the Northwest Leisure Recreation Center.

RECOMMENDATION:

We respectfully request that the City Council approve an Interim Operating Agreement between the City of Las Vegas and the YMCA.

BACKUP DOCUMENTATION:

Interim Operating Agreement

MOTION:**M. McDONALD - Motion to APPROVE:**

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

YMCA OF SOUTHERN NEVADA
INTERIM OPERATING AGREEMENT

By and Between

THE CITY OF LAS VEGAS

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA

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YMCA OF SOUTHERN NEVADA INTERIM OPERATING AGREEMENT

THIS INTERIM OPERATING AGREEMENT (hereinafter "Interim Agreement") is made and entered into on the ____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA, a Nevada nonprofit corporation (hereinafter the "Contractor").

RECITALS

WHEREAS, the City has leased land (BLM Lease No. N-57555) for recreation or public purposes from the United States Department of the Interior, Bureau of Land Management ("BLM"), which lease contains conditions subsequent which, in essence, require the City to use the underlying land for recreational or public purposes in accordance with the federal Recreational and Public Purposes Act, 43 U.S.C. Sections 869-869-4 ("RPP Act"); and

WHEREAS, a portion of the land consists of approximately 15.6 acres and is situate in the northwest area of the City of Las Vegas, bounded by Gowan and Durango Drive, located at 3521 N. Durango Drive, Las Vegas, Nevada, and is generally described in Exhibit "A", General Description, and depicted on Exhibit "B", Site Map, both attached hereto and made a part of this Interim Agreement (the "Land"); and

WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City has desired to provide a multipurpose center that will meet the recreational, cultural, senior and adaptive recreational needs of the growing Northwest Las Vegas community; and

WHEREAS, the City has constructed and developed a 45,000 square foot sports and recreational facility on the Land entitled the "Northwest Leisure Services Center" which includes an adjoining pool facility on the Land and is depicted on Exhibit "C-1" (the building) and "C-2" (the pool); and

WHEREAS, the City is desirous of retaining a contractor to operate and manage the Northwest Leisure Services Center and requested proposals from potential contractors to provide such operations; and

WHEREAS, on September 15, 1999, the Las Vegas City Council approved the proposal submitted by Contractor for the operation and management of the Northwest Leisure Services Center; and

WHEREAS, the Contractor is a not-for profit organization dedicated to building self-esteem and enriching body, mind and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership and family strengthening activities;

WHEREAS, BLM is in the process of reviewing a form of the final Operating Agreement between the City and Contractor to determine if the Operating Agreement conforms to the provisions of the RPP Act; and

WHEREAS, the City and Contractor desire to enter into this Interim Agreement for the operation and management of the Northwest Leisure Services Center on a temporary basis until such time that BLM has approved the final Operating Agreement between the City and Contractor.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Interim Agreement.

AGREEMENTS

I. [§100] SUBJECT OF AGREEMENT

A. [§101] Purpose of this Interim Agreement

The purpose of this Interim Agreement is to effectuate the temporary operation, management, and maintenance of the Northwest Leisure Services Center ("the Center") by the City and the Contractor in the best interests of the City and the health and welfare of its residents, and in accordance with the public purposes of applicable federal, state and local laws and regulations, specifically, the RPP Act. The area of the Center which is to be under the management and operation of Contractor is depicted within the red boundary lines in the Site Map appended to the Interim Agreement as Exhibit "B", and that area is referred to throughout this Interim Agreement as the "Contract Area." This Interim Agreement also assigns to the Contractor certain non-exclusive duties and responsibilities with respect to various areas of the Center not included in the Contract Area. The term Center includes the Contract Area, but unless the term Center is specifically used in defining a duty or responsibility of Contractor, it is assumed that the duty or responsibility of Contractor so defined extends only to the Contract Area.

The Contractor will operate the Contract Area of the Center owned by the City on BLM land. The Center shall be managed and operated as a not-for-profit institution available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.

The City and Contractor hereby expressly acknowledge that this Interim Agreement is subject to the final approvals of the Operating Agreement by (1) by BLM to determine if the Operating Agreement conforms to the provisions of the RPP Act; and (2) the City Council and the governing board of the Contractor.

The City and Contractor hereby expressly acknowledge that this Interim Agreement is to set forth the provisions of a temporary agreement between the parties pursuant to which Contractor will operate the Contract Area of the Center for City pending BLM approval of those portions of the Operating Agreement subject to its jurisdiction under the RPP Act.

The Contractor shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety, therapy, and competitive programs offered in the Contract Area. The Contractor shall be responsible for daily maintenance and cleanliness of the Contract Area. This Interim Agreement defines the operating terms mutually agreed upon by both parties.

B. [§102] Description of the Contract Area

The Contract Area consists of a building and adjoining pool facility. The building located in the Contract Area is a 45,000 square foot multipurpose facility located at 3521 N. Durango Drive, Las Vegas, Nevada. The building in the Contract Area has facilities for the following: a full-size indoor basketball court with bleachers; after school and track break programs; dance, ballet and exercise classes; youth and adult programming; meeting rooms; fitness rooms; fine arts classes; facility rental arrangements; and concession area and vending machines which shall be in compliance with NRS 426.640 through 426.680. The building is depicted on Exhibit "C-1", attached hereto.

The Contract Area also has an adjoining pool facility with the following specifications: a fan-shaped 0 (zero) depth beach entry pool; an 8-lane-25-yard swim box; a 1 meter diving board; a 178-foot spiral slide; a water tot lot feature and a full-size shower room and bath house. The pool is depicted on Exhibit "C-2", attached hereto.

The entire Contract Area is generally depicted inside the red area of the Site Map, Exhibit "B".

C. [§103] Common Areas Outside Center and Parking Lot

Paved parking lot areas are located at the Center. A plaza entry with landscaping surrounds the entrance to the Center. Additional landscaping with planter boxes surrounds parts of the Center.

D. [§104] Parties to This Interim Agreement

1. [§105] The City

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of Nevada. The office of the City is located at 400 East Stewart Avenue, Las Vegas, Nevada 89101. "City," as used in this

Interim Agreement, includes the City of Las Vegas and any assignee of or successor to its rights, powers, and responsibilities.

2. [§106] The Contractor

The Contractor, YMCA of Southern Nevada, is a not-for-profit corporation under Nevada law with an I.R.S. Section 501(c)(3) nonprofit designation. The principal office of the Contractor is 1050 West 4141 Meadows Lane, Las Vegas, Nevada 89107. Wherever the term "Contractor" is used herein, such term shall include the YMCA and any permitted nominee, assignee, or successor in interest as herein provided.

E. [§107] Bureau of Land Management

The Bureau of Land Management ("BLM") is a federal public agency which administers the RPP Act for all Public Lands, including the Land where the Center is located. As more specifically set forth in Section 912 of this Interim Agreement, BLM determines whether the use of the Land is an authorized use and conforms with laws and regulations of the RPP Act.

II. [§ 200] TERM CANCELLATION AND RENEWAL

This Interim Agreement shall run for an indefinite term commencing on February 1, 2000, and terminating upon the first of the following to occur:

1. If the BLM shall approve the Operating Agreement in the form submitted, on such date as Contractor and City, working in good faith and with due diligence, shall comply with all conditions precedent to the Operating Agreement becoming effective, at which date the Operating Agreement will automatically become effective and the Interim Agreement shall terminate.
2. If BLM shall approve the Operating Agreement conditionally, on such date as Contractor and City, working in good faith and with due diligence precedent to the Operating Agreement becoming effective and shall either (a) reach agreement on all matters necessary to satisfy BLM-imposed conditions and execute a revised Operating Agreement containing such conditions, at which date the Operating Agreement shall automatically become effective, or (b) after working in good faith and with due diligence, either City or Contractor shall conclude that it cannot reach agreement on terms for the Operating Agreement acceptable to it that will satisfy BLM-imposed conditions, in which case this Interim Agreement will terminate on such date as either City or Contractor may specify upon thirty (30) days written notice to the other. In the event of (b), City will reimburse Contractor for fifty percent (50%) of its documented and verified startup costs up to One Hundred Fifty Dollars (\$150,000).

3. Either City or Contractor terminates this Interim Agreement without stated cause by providing ninety (90) days written notice of termination to the other party.
4. This Interim Agreement is terminated at any time by mutual consent of City and Contractor.

In addition, the City or Contractor may terminate this Interim Agreement with cause in accordance with the applicable sections in Article VII.

III. [§ 300] OPERATIONS

A. [§301] Operations in General

The Contractor agrees to manage and operate the Contract Area of the Center in a professional, economical and businesslike manner, reasonably satisfactory at all times to the City. The duties of the Contractor shall include, but not be limited to, all of the following:

1. Provide operational and maintenance supplies as are reasonably necessary to operate the Contract Area of the Center.
2. Provide bookkeeping and accounting functions such that revenues and expenses are computed for the Center as more fully described in Section 306 of this Interim Agreement.
3. Provide maintenance to the items set forth in Section 303.
4. Accomplish routine maintenance and repair the Contract Area.
5. Provide professional staffing to the Center as more particularly defined herein.
6. Carry insurance in the type and amount as more particularly described herein.

The Contractor shall not engage in any other business within or upon the Center, except as allowed herein, and shall provide such services as may be required to service users of the Center.

The Contractor shall report to the City all damage or vandalism in excess of One Thousand Dollars (\$1,000) to the Center or which requires closure of the Center. The Contractor shall report to the City any and all personal injury asserted by users utilizing the Center.

B. [§302] Operational Standards

The Contractor will be responsible for the day-to-day operation, maintenance, and repair of the Center in a manner that ensures the safe, attractive, and pleasant use of the Center. Such services shall also include cleaning and equipment maintenance.

During the term of this Interim Agreement, the City, at its discretion, may conduct an audit of the Contractor's services at the Center. The audit may be conducted by City staff or its designated auditors. The audit may include, but not be limited to, a review of the physical facility of the Center and examination of the program in place for the replacement of capital equipment, the need for additional investment, and other aspects dealing with the physical facilities of the Center. The auditor shall issue a written report, which report shall be contemporaneously delivered and considered by both parties.

The Contractor shall at all times operate the Center properly and in an efficient and economical manner, consistent with good business practices; shall maintain, preserve, replace or repair and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Center may be properly conducted.

C. [§303] Maintenance Obligations of Contractor

The Contractor agrees to maintain the Contract Area and the equipment provided within the Contract Area, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose, which shall include, but are not limited to, the following:

1. Maintain the pool and all related, HVAC operating and filtration systems (routine maintenance), and all equipment.
2. Maintain all restrooms.
3. Maintain the premises in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate upon the premises; and remove snow, ice, and other obstructions from the property and from adjacent driveways and sidewalks. The debris removed shall not be placed upon the public ways or any portion thereof.
4. Make necessary repairs to the Contract Area of the Center.
5. Maintain and keep in good working order all signs located within or on the exterior of the facility.

6. Maintain and care for all plantings and grounds within the Contract Area.
7. Adhere to all standards and regulations imposed by the Clark County Health District, as those standards and regulations apply to the Center.

All regular, routine and daily maintenance duties and responsibilities shall be carried out by the Contractor through a designated maintenance schedule. If the Contractor determines to contract out any of the activities set forth in this section, the Contractor agrees to notify the City prior to undertaking such activity.

D. [§304] Maintenance Obligations of the City

The City agrees to maintain the following in good repair and condition and to make all repairs thereto which may be reasonably necessary for this purpose:

1. Maintain the parking areas at the Center.
2. Maintain and care for all plantings and grounds outside of the Contract Area of the Center.
3. Make necessary repairs to the Center due to patent or latent building or pool defects.

The City shall be responsible for any capital repairs, improvements and/or future expansion of the Center.

E. [§305] User Fees, Program Schedule, and Budget

The Contractor shall submit to the City for review and approval the scheduling and use of the Center (the "Program Schedule"). The proposed Program Schedule shall be submitted to the City for approval no later than thirty (30) days prior to the effective date of the proposed Program Schedule. The Contractor shall cooperate with the City and other community organizations for not less than ten percent (10%) joint-use scheduling of the Center and not less than ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. The Contractor agrees that the City's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours of 10:00 a.m. through 7:00 p.m. or other hours as requested by the City. Contractor agrees that the City may schedule special events with ten (10) days advance notice.

Programs offered at the Center from time to time shall be generally based on need. The City shall have final approval over the Program Schedules of the Center. The Contractor may revise its Program Schedule from time to time by submitting proposed changes to the City, and the

City shall have fifteen (15) days from receipt of any such submission in which to provide Contractor with its comments, if any, in writing. If the City provides comments, the parties shall meet to make changes agreeable to both. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

No later than thirty (30) days prior to the effective date of a fee schedule, the Contractor shall submit a proposed fee schedule ("Fee Schedule") and the City shall have fifteen (15) days to comment on the proposed Fee Schedule. If the City should object to the proposed Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Contractor to submit a revised Fee Schedule. The City shall have final approval of the Fee Schedule. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

If the City provides comments in writing, the parties shall meet to make changes agreeable to both. If the City does not provide any comments, the revisions as submitted by the Contractor shall become effective on the later of the fifteenth (15th) day following their submission to the City or the first business day thereafter.

F. [§306] Contractor Operating Records

Throughout the term of this Interim Agreement, all revenue generated from the Center including, but not limited to, user fees, class fees, and other fees or charges shall be collected and retained by the Contractor, on behalf of the City. All revenue shall be collected, handled and deposited in accordance with the cash handling procedures as designated by the City Treasurer. The Contractor shall keep, through the entire term of this Interim Agreement or any extension thereof, all books of account and records customarily used in this type of operation in accordance with generally accepted accounting principles.

The City, at all times throughout the term of this Interim Agreement or any extension thereof and for up to five (5) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to the Contractor's operation hereunder, provided that the Contractor shall not be required to retain such books of account and records for more than five (5) years after the end of each year of this Interim Agreement. The books of account and records shall reflect all expenses and revenues associated with the Center. The Contractor shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the City and as the normal course of operation shall dictate.

All source records of gross revenue shall be prepared by the Contractor. These records shall be maintained by the Contractor. All databases for such purpose will be maintained

by the Contractor, and Contractor shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of five (5) years.

G. [§307] Annual Statements and Audit

The City shall include the Center and this Interim Agreement as part of the City's annual statement and audit. Such annual statement and audit will be prepared after the close of the City's fiscal year (June 30).

H. [§308] Repairs, Alterations and Damage

The Contractor shall make no alterations or additions to the Center and appurtenances without the prior consent of the City. For such action, the Contractor shall first submit such information and plans to the City Manager's Office for approval. It is expressly agreed that all appurtenances, presently or hereafter located in and upon said facility, whether affixed thereto or not, are and shall remain the property of the City.

The Contractor shall repair any non-capital damage to the Center or equipment therein.

The City shall assume responsibility for any capital repairs, improvements and/or future expansions of the Center.

I. [§309] Agreement Not a Tenancy and Independent Contractor

Nothing in this Interim Agreement shall be construed as creating a tenancy between the City and the Contractor. The parties agree that, except as hereinafter specified, Contractor shall render services to the City as an independent contractor and not as an employee of the City.

J. [§310] Advertisements and Marketing

The Contractor and the City shall mutually agree upon Center advertisements, exterior and interior signage, brochures, newsletters, promotional publicity, and other marketing materials. The signage shall contain, at minimum, the following: "City of Las Vegas Northwest Leisure Services Center operated by the YMCA of Southern Nevada on BLM Property." Communication produced or distributed by the Contractor or City shall convey a consistent message of cooperation to the public.

K. [§311] Deposits and Drawdowns

The Contractor shall deposit all funds collected from the operation of the Center including, but not limited to, user fees, class fees, program fees and other fees or charges, into an account established by the City ("City Account"). Subject to appropriate authorizations designated

by the City, the Contractor shall be authorized to draw down funds that are available in the City Account and deposit such funds into the Contractor's operating account. In no event shall the Contractor draw funds from the City Account which exceed the amount available. Each month, the Contractor shall submit to the City an itemization of all activity in the City Account.

L. [§312] Monthly Invoices, Monthly Statement, Monthly Activity Report

Contractor shall submit a monthly invoice to City which shall include an itemized list of services rendered and costs incurred by Contractor and shall accurately set forth Contractor's cash receipts and disbursements for the previous calendar month for its operations at the Center. Each invoice received shall be subject to review and approval by City. In the event City disputes any item on the invoice, City and Contractor shall meet promptly, as specified in Section 313 hereof, to resolve all such disputed items.

The invoiced amount of Contractor's gross receipts shall be deemed to reimburse Contractor for the previous calendar month's services rendered by Contractor at the Center, and City shall have no obligation to reimburse Contractor in any amount if Contractor's receipts from the Center are less than Contractor's incurred costs.

M. [§313] Disputed Items

For any disputed item on a monthly invoice, the City shall provide a written notice to the Contractor setting forth the reasons for disputing the item. The City and Contractor shall use their reasonable best efforts to resolve the disputed item(s) within twenty (20) days of Contractor's receipt of notice. If the disputed item is not resolved, the parties shall be entitled to exercise its remedies in Article VII of this Interim Agreement.

N. [§314] City's Administrative Services

The City shall provide the necessary services to administer this Agreement and monitor and oversee the Contractor's performance of its obligations in this Interim Agreement. Commencing on the first anniversary date of the effective date of this Interim Agreement and notwithstanding the fact that this Interim Agreement may have expired and the Operating Agreement shall be in effect, the City shall invoice the Contractor on a monthly basis for the administrative services incurred by the City. The initial administrative service fee shall be One Thousand Three Hundred and No/100ths Dollars (\$1,300.00) per month, and such amount may be adjusted quarterly as determined by inflation and the volume and type of the City's resources allocated to this Interim Agreement and the Operating Agreement.

O. [§315] Fixtures, Furnishings, Equipment and Personal Property

Contractor covenants and agrees to furnish and equip the Contract Area of the Center with all fixtures, furnishings, equipment, and other personal property (collectively, "Personal

Property") in compliance with the plans and specifications and included in the Equipment Schedule, attached hereto as Exhibit "D", and any addenda thereto. Contractor further agrees to take good care of such Personal Property, to keep the same in good order and condition, and at Contractor's own cost and expense to promptly make all necessary repairs, replacements, and renewals to said Personal Property. Any and all other fixtures, furnishings and equipment placed in, on, or about the Center shall be the Personal Property of Contractor.

Throughout the term of this Interim Agreement, the City authorizes the use of certain furniture by the Contractor to be used exclusively at the Center ("Furniture"). The Contractor's use of the Furniture does not infer any ownership rights of the Contractor to the Furniture. A list of such Furniture to be used at the Center by Contractor is described on the Furniture Schedule, attached hereto and incorporated herein as Exhibit "E". The Contractor reserves the right to inventory the Furniture and return any Furniture that is not required by Contractor. Upon the termination of this Interim Agreement, the Contractor's use of the Furniture shall be governed by the Operating Agreement or, in the event the Operating Agreement is not approved, the Furniture shall be retained exclusively by the City.

Contractor shall have no right to waste, destroy, demolish, or remove the Personal Property and furniture except as specifically provided for in this Interim Agreement or otherwise approved in writing by City. At the end of this Interim Agreement or upon earlier termination pursuant to the provisions of this Interim Agreement, the Personal Property of the Center shall become the property of the Contractor, unless such fixtures, equipment, furniture or other personal property is permanently affixed to the Center.

In the event this Interim Agreement is terminated pursuant to Section 200 or Section 711, the City agrees to assume the obligations of any leases for the equipment listed in the Equipment Schedule, Exhibit "D".

IV. [§ 400] PERSONNEL

A. [§401] Selection and Salaries

The Contractor agrees to secure, furnish, train and pay for all personnel as are reasonably necessary to be employed in the successful operation of the Center. Any and all employees and any and all volunteers of the Contractor, or other persons, while engaged in the performance of any work or services required by the Contractor under this Interim Agreement, shall not have any contractual relationship with the City. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of said employees or other persons while so engaged in any work, or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

B. [§402] Equal Opportunity, Americans With Disabilities Act and Drug Free Workplace Act

All persons employed or applying for employment with the Contractor shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

The Contractor as an employer is hereby required to provide equal employment opportunities to the end that all Contractor employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

The Contractor shall also be familiar with and adhere to the specific provisions of the Americans With Disabilities Act of 1990 relating to Title I, Employment, and Title II, Public Services, and Drug Free Workplace Act. Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Interim Agreement shall also be in compliance with the aforementioned titles.

C. [§403] Staff Service Standards

The Contractor further agrees as follows:

1. The Contractor agrees to furnish prompt, safe, efficient, and courteous service adequate and reasonable for the established services at the Center.
2. The Contractor agrees to furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.
3. The Contractor agrees that attendants shall wear appropriate attire and at all times shall present a neat and clean appearance. Such standards for attire shall be reviewed by the City.
4. The Contractor agrees to supervise attendants to ensure that they shall discharge their proper duties in a safe, courteous, and efficient manner to attain a high standard of safety and service to the public.

5. The Contractor agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it hereunder and to increase the same.
6. The Contractor agrees that employees involved in aquatic programs and activities have met the lifeguard and instructor minimum standards issued by the American Red Cross lifeguard and instructor certificate (or by any mutually agreed upon nationally acceptable standards).
7. The Contractor agrees to provide the required number of lifeguards per square foot of water area as issued by the American Red Cross (or as issued by mutually agreed upon nationally acceptable staffing standards).
8. The Contractor agrees that any employee of Contractor, whether a full-time, part-time employee or trainee, and whether or not paid, shall successfully pass a background investigation conducted by the Las Vegas Metropolitan Police Department or other appropriate law enforcement agency.

V. [§ 500] INDEMNITY, INSURANCE, BOND, TAXES AND LEGAL COMPLIANCE

A. [§501] Indemnification and Hold Harmless

Contractor agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the purported or asserted by virtue of the Contractor's management, operation and maintenance of the Center. The City shall not assume or be responsible for any indebtedness of Contractor. The Contractor shall conform to all safety regulations, i.e., O.S.H.A. and N.O.S.H.A. and requirements covering such premises in effect at any time during the performance of the Agreement. The Contractor agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of its employees performing or in any way coming in contact with performance of this Interim Agreement on such premises.

Contractor agrees to indemnify and save harmless the City, as well as its officers, employees and other persons lawfully present at the Center, from all loss and damage in any way sustained by it or them by reason of the performance of this Interim Agreement by the Contractor. In the event that the City, its officers, employees or other persons lawfully present at the Center shall be required to pay damages, judgments or workmen's compensation to any person, partnership or corporation on account of injury or death of persons or damage to or loss of property of any kind by

reason of Contractor's performance of this Interim Agreement, or by reason of any negligence of the Contractor with regard thereto, or otherwise, causing or contributing to such injury, death, loss or damage, even though negligence of the City may have contributed thereto, Contractor agrees to reimburse the City, its officers, employees or other persons lawfully present at the Center for any and all payments made by it or them by reason of any said matters, and Contractor agrees to pay for all loss of or damage to property belonging to the City or in its custody or under its control resulting from any of said causes; and in the event that any suit, action or other proceeding shall be brought against the City or its officers, employees or aforementioned other person arising as aforesaid, Contractor agrees, upon receipt of written notice within a reasonable time after the commencement of said suit, action or other proceeding to defend the same at Contractor's own cost and expense, and to pay the amount of any verdict of judgment rendered thereon.

B. [§502] Employee Dishonesty

The Contractor agrees to furnish an Employee Dishonesty Bond held by a company approved by the City, indemnifying the City against any dishonest acts of the Contractor or any of its employees, officers, or directors, individually or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars (\$100,000) for all key financial officers or employees and Twenty-five Thousand Dollars (\$25,000) for all other employees.

C. [§503] Operating Reserve

Contractor shall maintain throughout the term of this Interim Agreement an operating reserve (hereinafter referred to as "Operating Reserve") during this Interim Agreement in the principal sum of Twenty-five Thousand Dollars (\$25,000). The Operating Reserve shall guarantee performance of each term and condition of this Interim Agreement, and in the event of any breach of this Interim Agreement, the amount thereof shall be recoverable by the City for all damages resulting from failure of the Contractor to well and faithfully perform and observe any and all provisions of this Interim Agreement.

The Operating Reserve may take one of the following forms:

1. The Operating Reserve may take the form of a corporate surety bond issued by a company licensed to do business in the State of Nevada in a form approved by the City in the principal sum of Twenty-Five Thousand Dollars (\$25,000), naming the City as an insured.
2. The Operating Reserve may take the form of a deposit of cash in the amount of Twenty-Five Thousand Dollars (\$25,000) in a restricted Certificate of Deposit drawn against the account of the Contractor on such bank as the City shall approve, allowing for withdrawal only upon written consent of the City. All interest earned on such Certificate of Deposit shall be the property of the Contractor.

3. The Operating Reserve may take the form of an irrevocable standby letter of credit in the amount of Twenty-Five Thousand Dollars (\$25,000) drawn against the account of the Contractor on such bank as the City shall approve. Said letter of credit shall be an unconditional and irrevocable letter of credit in favor of the City from a bank authorized to do business in Nevada, in form and substance satisfactory to the City Attorney of the City of Las Vegas. Further, said letter of credit shall be renewed at least thirty (30) days prior to its expiration, and the City shall be provided notice of said expiration.

D. [§504] Insurance

The Contractor shall procure and maintain continuously in effect during the term of this Interim Agreement policies of insurance of the kind and amount as follows:

1. The Contractor shall procure and maintain insurance of the kind and amount sufficient to cover any liability of the Contractor under the Industrial Insurance laws, NRS Chapter 616, of Nevada.
2. The Contractor shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.
3. The Contractor shall procure and maintain "all-risk" insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by "all-risk" endorsements in use in the State of Nevada. The Contractor shall also maintain business interruption or rental loss insurance (or the functional equivalent) in an amount which covers not less than twelve (12) months of the revenues attributed to the Center for a term that matches the term of the loan described in the Loan Documents as defined in Section 701 of this Interim Agreement.

4. The Contractor shall procure and maintain auto liability insurance for claims for damage because of bodily injury or death of any persons or property, damage arising out of the ownership, maintenance or use of any motor vehicles of Contractor whether owned, hired or non-hired in an amount no less than One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.
5. The Contractor shall procure and maintain products liability insurance in minimum limits of Two Million Dollars (\$2,000,000) for injury to or death of any one person; Two Million Dollars (\$2,000,000) for each accident or occurrence; Two Million Dollars (\$2,000,000) aggregate products for bodily injury liability, Two Million Dollars (\$2,000,000) for each accident or occurrence; and Two Million Dollars (\$2,000,000) aggregate products property damage liability.

Such insurance shall provide that the City is a named additional insured.

E. [§505] General Insurance Requirements

All insurance required in Section 504 shall be obtained from insurance companies licensed to do business in the State of Nevada. Contractor shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Interim Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The Contractor shall provide the City with a certificate of insurance or other proof of insurance evidencing the Contractor's compliance with the requirements of this paragraph and shall file such proof of insurance with the City's Risk Management Office. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval by the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher. Contractor shall furnish renewal certificates for the required insurance during the period of coverage required by this Interim Agreement. Contractor will furnish renewal certificates for the same minimum coverage as required by this Interim Agreement. If the renewal certificates are not provided, the City may declare the Contractor in default of its obligation under this Interim Agreement.

The City, its officers, employees, and volunteers must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project, excluding professional liability insurance.

The Contractor's insurance shall be primary as respect to City, its officers, employees and City designated volunteers. Any other coverage (insurance or otherwise) available to City, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars (\$10,000). With evidence of financial worth this may be amended.

F. [\$506] City and Other Governmental Permits

The Contractor shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental entity for the Center, including the Clark County Health District. The City shall exercise its best efforts to provide all assistance to the Contractor in securing these permits.

1. [\$507] Rights of Access

For the purpose of assuring compliance with this Interim Agreement, representatives of the City shall have right of access to the Contract Area of the Center without charges or fees and at all times for the purpose of this Interim Agreement including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are designated by the City Manager's Office.

City reserves the right to enter the Contract Area of the Center for the purpose of making inspections including, but not limited to, inspections for Contractor's compliance with the provisions of this Interim Agreement, including all maintenance requirements and to take all steps as may be necessary or desirable for the safety, protection or preservation of the Center or the Land or as may be necessary or desirable for the operation or improvement of the Center or the Land or to comply with laws, orders or requirements of governmental authority.

2. **[§508] Local, State and Federal Laws**

The Contractor shall comply with all applicable laws, including all applicable federal and state labor laws.

3. **[§509] Taxes, Assessments, Encumbrances and Liens (If Any)**

The Contractor shall pay when due any applicable personal property taxes and assessments assessed and levied upon the Contractor throughout the term of this Interim Agreement. Nothing herein contained shall be deemed to prohibit the Contractor from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Contractor with respect thereto; provided, such contest does not subject the Center or Common Area or any portion thereof to forfeiture or sale. Contractor shall collect and pay any applicable taxes including, but not limited to, sales and/or use taxes, excise taxes and payroll taxes which may arise by reason of the performance of this Interim Agreement and be assessed by the United States Government, any state government or any other governmental body.

G. **[§510] Damage or Destruction**

In the event that during the term of this Interim Agreement (including any extension term) the Center shall in whole or in any part be damaged or destroyed by fire or other casualty, the Contractor shall effect the repair or restoration thereof with all reasonable diligence.

All insurance proceeds shall be dedicated to the repair and reconstruction of the Center unless the City determines the Center should not be rebuilt. If the City decides not to reconstruct the Center, the insurance proceeds shall be tendered to the City.

In the event the Contractor fails or refuses to repair or restore the Center as required by this Section 510, the City may then enter thereupon and undertake such repair or restoration at the City's sole expense, and the Contractor shall promptly reimburse the City upon demand for all reasonable costs and expenses incurred by the City for such repair or restoration.

VI. **[§ 600] USE OF THE CENTER**

A. **[§601] Uses**

The Contractor covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Interim Agreement, the Contractor, its successors, and its assignees shall apply the Center for use as a sports and recreation center and other uses ancillary thereto. The foregoing covenant shall run with the land and shall last for a period of the City's Lease with BLM.

B. [§602] Obligation to Refrain From Discrimination

The Contractor covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Center nor shall the Contractor itself or any person claiming under or through the Contractor establish or permit any such practice or practices of discrimination with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Center. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

VII. [§700] DEFAULTS, REMEDIES AND TERMINATION

A. [§701] Defaults in General

Failure or delay by either party to perform any term or provision of this Interim Agreement constitutes a default under this Interim Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, connection, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default specifying the default complained of. Except as required to protect against further damages and except as otherwise expressly provided in Sections 707 and 708 of this Interim Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Interim Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Interim Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Interim Agreement shall constitute a material default on the part of that party, giving to the other party the right to exercise each and every of its

remedies reserved in or under, or otherwise the right to enforce, this Interim Agreement in accordance with the provisions of this article and other provisions relating to default in this Interim Agreement.

B. [§702] Disputes Resolution

In the event either party cannot resolve differences with the other party, the aggrieved party may file a formal dispute with the other party and with the American Arbitration Association (AAA) under its Commercial Rules. AAA shall assign a single arbitrator within thirty (30) calendar days of dispute notice, preferably one that is mutually agreed to between the parties. On the thirty-first (31st) calendar day, or next business day if holiday or weekend, the aggrieved party shall present its case. On the next business day following completion of the case presented by the aggrieved party, the defendant shall present its case. Upon completion, the arbitrator shall render a decision within five (5) business days. Such decision shall be final and entered into a court of competent jurisdiction. Arbitration costs shall be paid pursuant to pro-rata award. For example, a 50/50 decision would result in each party paying fifty percent (50%) of the arbitration costs. Regardless of outcome, neither party may collect for its own internal costs associated with this arbitration. Arbitration shall be conducted in Las Vegas and governed by the laws of Nevada.

1. [§703] Institution of Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Interim Agreement. Such legal actions must be instituted in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, or in the United States District Court for the District of Nevada.

2. [§704] Applicable Law

The laws of the State of Nevada shall govern the interpretation and enforcement of this Interim Agreement.

3. [§705] Acceptance of Service of Process

In the event that any legal action is commenced by the Contractor against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

In the event any legal action is commenced by the City against the Contractor, service of process on the Contractor shall be made by personal service upon the Chief Executive Officer of the Contractor or in such other manner as may be provided by law and shall be valid whether made within or without the State of Nevada.

C. [§706] Rights and Remedies Are Cumulative; Nonrecourse

Except as otherwise expressly stated in this Interim Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Notwithstanding anything to the contrary contained in this Interim Agreement, the City's recourse and security for those obligations shall be to terminate this Interim Agreement or any other implementation agreement, to seek damages or specific performance pursuant to Sections 707 and 708 of this Interim Agreement.

Notwithstanding the foregoing, it is expressly agreed that the foregoing provisions shall not limit the Contractor's liability for:

1. Fraud or intentional misrepresentation made in, as an inducement for, or in connection with this Interim Agreement;
2. Failure to pay taxes or assessments or to pay charges for labor, materials, or other obligations, which failures result in the creation of liens against any portion of the Center;
3. The misapplication of:
 - a. The proceeds of any insurance covering any portion of the Center, but only to the extent the proceeds are so misapplied, or
 - b. Misappropriation of Center funds or fees; or
4. Conversion of Center Personal Property as defined in Section 314 of this Interim Agreement.

D. [§707] Damages

If the Contractor or the City defaults with regard to any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

E. [§708] Specific Performance

If the Contractor or the City defaults under any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Interim Agreement or for other equitable relief.

F. [§709] Additional Remedies

The City shall have the additional right, at City's option to invoke the following remedies:

1. In the event of the breach by the Contractor of the Maintenance Obligations set forth in Section 303 of this Interim Agreement, and in the event the Contractor shall fail to comply with any of those obligations, after thirty (30) days notice to comply, in addition to the other remedies set forth herein, the City may enter upon the Center and take all steps necessary to ensure compliance with those obligations. All work, labor and materials shall be charged to and paid for by the Contractor, plus a reasonable amount for the overhead of the City.

2. In the event a breach of this Interim Agreement is not cured within the cure period set forth in Section 701, the City shall have the right to declare this Interim Agreement terminated and so advise the Contractor of such termination in writing. Upon such termination, the City shall be entitled to receipt of the proceeds available from the Operating Reserve in place and as described in Section 503 of this Interim Agreement.

G. [§710] Termination by the Contractor

In the event the City is in breach of this Interim Agreement, which breach is not cured within the cure period set forth in Section 701 of this Interim Agreement, the Contractor, at the Contractor's option, may declare this Interim Agreement terminated by providing written notice to the City.

H. [§711] Intentionally Omitted**VIII. [§800] GENERAL PROVISIONS****A. [§801] Notices, Demands and Communications Between the Parties**

Any legal notice or other formal communication required or permitted to be given under this Interim Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail,

postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:

City of Las Vegas
Attention: City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

CONTRACTOR:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTHERN NEVADA
1050 West 4141 Meadows Lane
Las Vegas, Nevada 89107
Attention: CEO

Either party hereto may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided for in this Section.

B. [§802] Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Interim Agreement, nor shall any such member, official or employee participate in any decision relating to this Interim Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Contractor shall not disqualify any employee or official of the City of Las Vegas from participating in the activities described in this Interim Agreement.

C. [§803] Warranty Against Payment of Consideration for Interim Agreement

The Contractor warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Interim Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers and attorneys.

D. [§804] Nonliability of City Officials and Employees

No member, official or employee of the City shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or on any obligations under the terms of this Interim Agreement.

E. [§805] Inspection of Books and Records

The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Contractor pertaining to the Center as pertinent to the purposes of this Interim Agreement.

The Contractor also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Center as pertinent to the purposes of this Interim Agreement.

F. [§806] Approvals by City and Contractor

Wherever in this Interim Agreement the approval of the City or the Contractor is required, such approval shall not be unreasonably withheld.

G. [§807] Attorney Fees

In the event of any action or proceeding at law or in equity between the Contractor and the City to enforce any provision of this Interim Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

H. [§808] Independent Contractor and Non-Agent

Contractor shall under no circumstances be considered as an agent or employee of the City and shall have no right or authority to, in any manner, obligate the City to any other person or company, except as authorized in writing by the City, and then limited to the scope permitted by the written authorization. Contractor shall be deemed an independent contractor only and this Interim Agreement shall not be construed to create a partnership or joint venture.

IX. [§900] SPECIAL PROVISIONS

A. [§901] Amendments to This Interim Agreement

The Contractor and the City agree to mutually consider reasonable requests for amendments to this Interim Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions or consultants to the City and Contractor, provided such requests are consistent with this Interim Agreement and such attachments would not substantially alter the basic business terms included herein or therein.

B. [§902] Intentionally Omitted

C. [§903] Computation of Time

In computing any period of time prescribed or allowed under this Interim Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

D. [§904] No Third-Party Beneficiary

The provisions of this Interim Agreement are for the exclusive benefit of the City, the Contractor and their successors and assigns, and are not for the benefit of any third person; nor shall this Interim Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of the Contractor or its successors and assigns.

E. [§905] Good Faith and Cooperation

It is agreed by the City and the Contractor that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Interim Agreement and shall deal fairly with each other.

F. [§906] Severability

In case any one (1) or more of the provisions of this Interim Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Interim Agreement, but this Interim Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. [§907] Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Interim Agreement.

H. [§908] Parties in Interest

All terms and provisions of this Interim Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

I. [§909] Not a Lease

The parties acknowledge that this Interim Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Center except for those maintenance obligations of the City as set forth in Section 304.

J. [§910] Governmental Action

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, either party shall have the right to terminate this Interim Agreement by giving sixty (60) days written notice to the other party or continue its operations on the balance of the location, if any, if mutually agreed to by both parties.

K. [§911] Condemnation Award

Contractor hereby covenants and agrees that should the Center or any part thereof or interest therein be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should Contractor receive any notice or other information regarding such proceeding, Contractor shall give prompt written notice thereof to City.

City shall be entitled to all compensation, awards, and other payments or relief therefor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. City shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds (the "Proceeds") are hereby assigned to City, and Contractor agrees to execute such further assignments of the Proceeds as City may require.

In the event any portion of the Center is so taken or damaged, City shall have the option, in City's sole and absolute discretion, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by City in connection with such Proceeds, to apply such Proceeds to the restoration of the Center upon such conditions as City may determine.

L. [§912] Intentionally Omitted**M. [§913] No Assignment**

It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of this Interim Agreement or its right, title or interest in or to the same, or any part thereof, without

the previous written consent of the City but this provision does not affect the ability of Contractor to terminate this Interim Agreement by its own terms.

**X. [§1000] ENTIRE AGREEMENT, CONTRACTS,
WAIVERS AND AMENDMENTS**

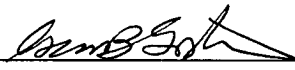
This Interim Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Interim Agreement comprises pages 1 through 28, inclusive, and Exhibits "A" through "E", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Interim Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) Interim Agreement.

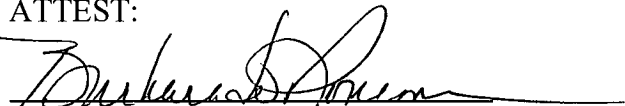
This Interim Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Interim Agreement must be in writing and signed by the appropriate authorities of the City and the Contractor, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Contractor.

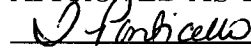
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/10/99
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

By: 
Its: PRESIDENT

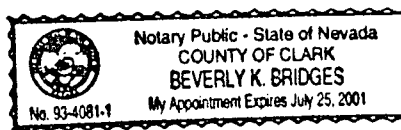
ACKNOWLEDGMENTS

STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me, a notary public, on this 7th day of

January, 2000, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

Beverly K. Bridges
NOTARY PUBLIC, in and for said County and State
My Commission Expires: 7-25-2001



STATE OF NEVADA }
COUNTY OF CLARK } ss.

This instrument was acknowledged before me, a notary public, on this 3rd day of

January, 2000, by Michael Lubbe, as President of the YOUNG MEN'S
CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA.

Sonia Snow
NOTARY PUBLIC, in and for said County and State
My Commission Expires: July 19, 2003

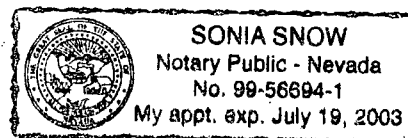


EXHIBIT "A"
General Description

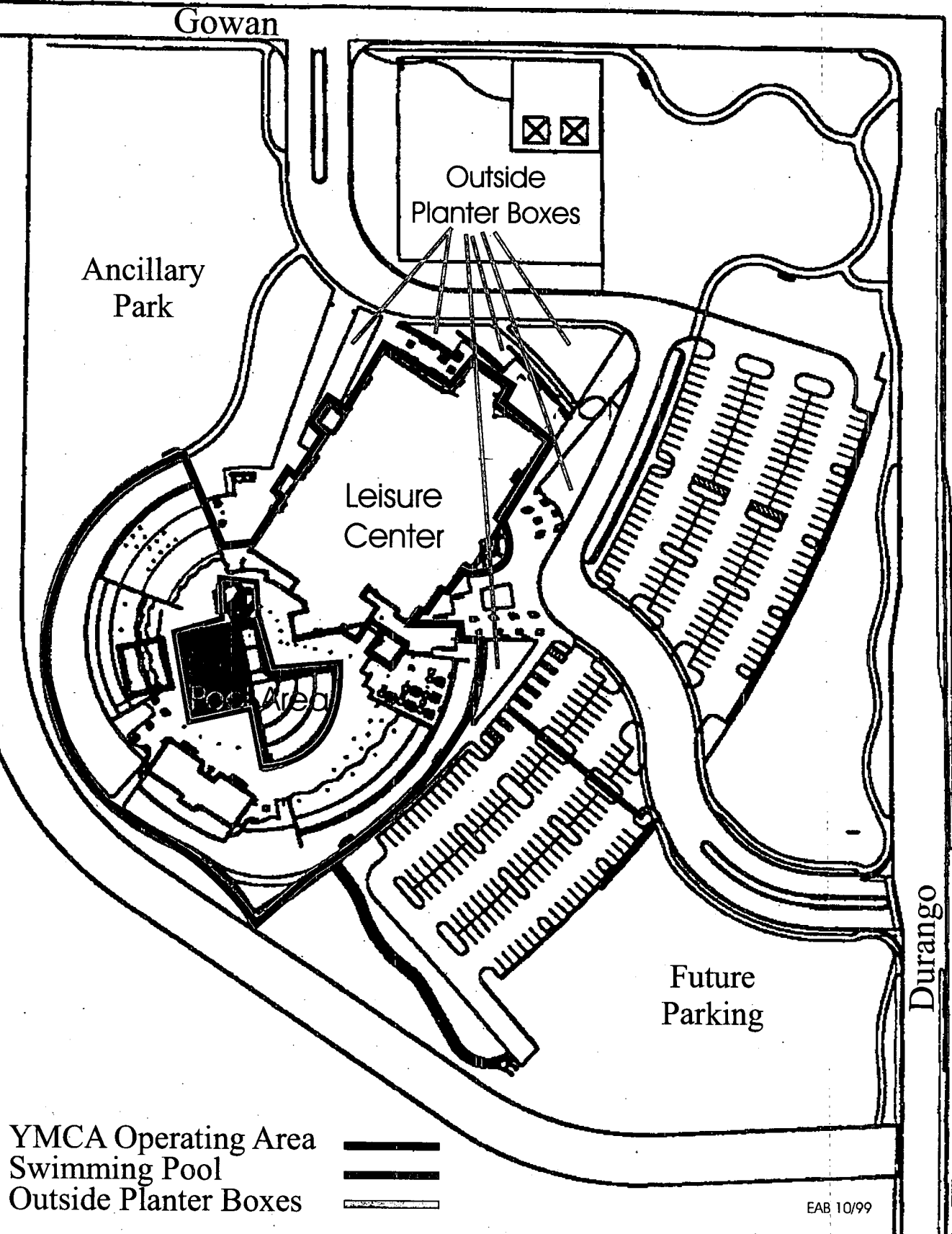
Mount Diablo Meridian, Township 20 South, Range 20 East, Section 8 of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), in the City of Las Vegas, County of Clark, State of Nevada.

This is a 20 acre area.

City of Las Vegas
Northwest Leisure Services Center

EXHIBIT "B"

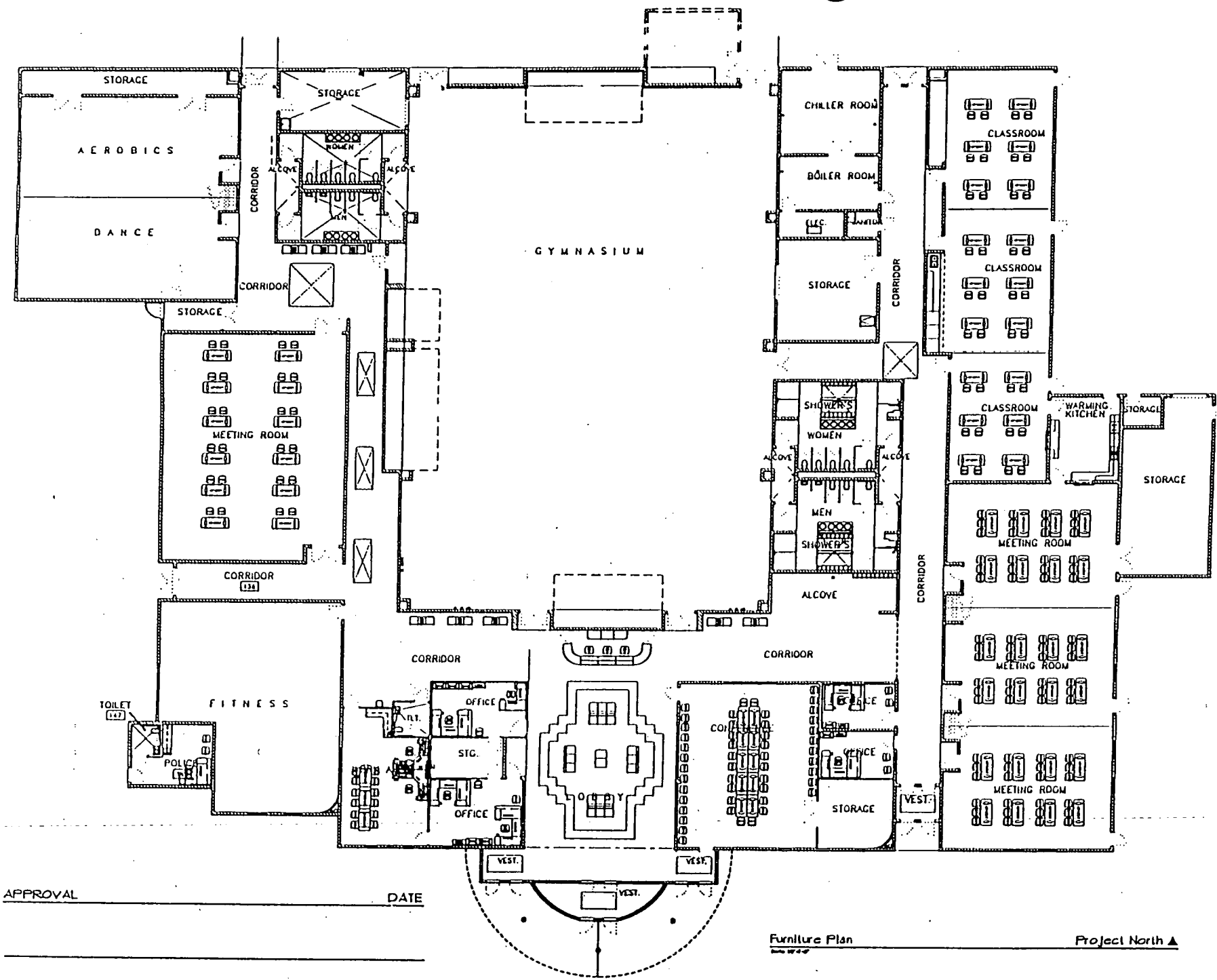
Site Map





DEPARTMENT OF PUBLIC WORKS

North Street
Recreation Facility
Furniture Plan



APPROVAL _____ DATE _____

Furniture Plan Project North ▲

EXHIBIT "C-2"

The Pool

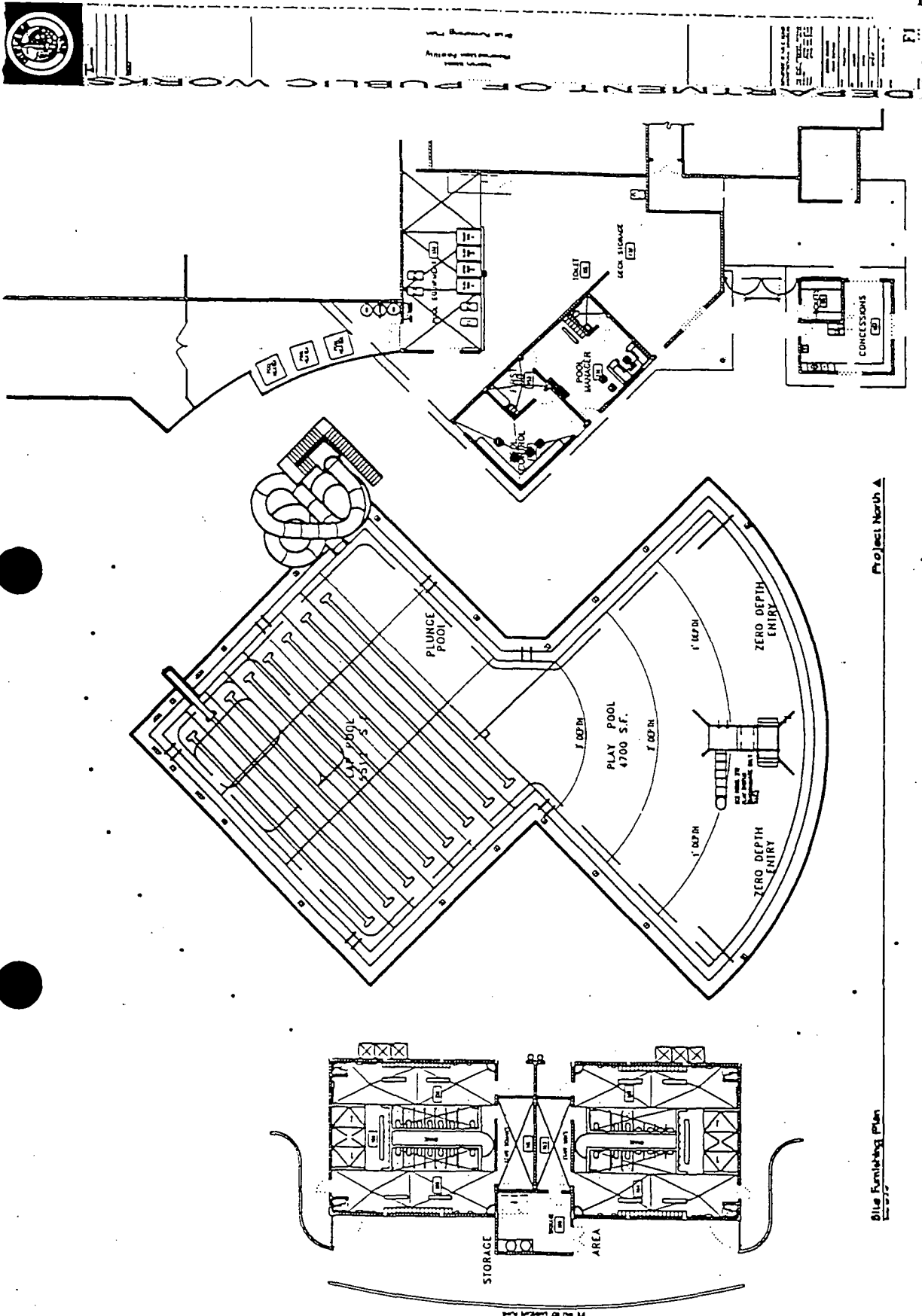


EXHIBIT "D"
Equipment Schedule**SPORTS AND FITNESS EQUIPMENT**

Aquatic Equipment
Gymnasium Divider

FITNESS EQUIPMENT (Leased)

Mirrors
Rubber Flooring
Cybex Selectorized Exercise Equipment
 18 Exercise Stations
Cybex Free Weight Equipment
Iron Weights/Dumbbells
10 Trotter Treadmills
6 Tetrix Exercise Bicycles
6 Cybex Cross Trainers
6 Tetrix Stair Climbers
Abdominal and Stretching Equipment
Sound System and TVS including cabinet
Floor Mats

FITNESS TESTING EQUIPMENT

2 Scales

AEROBIC STUDIO

Mats
Sound System
100 Dumbbells
15 Dumbbell Bars
Steps

GYMNASTICS EQUIPMENT

8 Mats
1 Springboard
2 Balance Beams
1 Horse
Assorted Bars

EXHIBIT "E"
Furniture Schedule

Northwest Family Recreation Center

1. STACK CHAIRS
 134 upholstered chairs
 60 non-upholstered chairs
 3 chair dollies

2. FOLDING TABLES
 54 (30 x 72) tables
 10 (30 x 60) tables
 3 (36 x 60) tables
 2 table carts

3. LOBBY SEATING
 18 sectional seats
 2 tables

4. OFFICE FURNITURE
 2 "L" workstations
 8 file cabinets
 6 bookcases

5. LOUNGE SEATING
 8 upholstered benches

6. MODULAR FURNITURE
 2 workstations

7. OFFICE SEATING
 6 task stools
 15 task chairs
 11 side chairs

GAME ROOM EQUIPMENT**KIDS GYM EQUIPMENT****BUILDING EQUIPMENT**

Safe
Maintenance Equipment
Cleaning Equipment
Audio/Visual Equipment

OPERATING EQUIPMENT (Leased)

Copiers
Telephones

KITCHEN

Ice Machine
Pots/Pans
Miscellaneous Utensils
Refrigerator

POOL/SUNDECK

Round Tables
Lawn Chairs
Chaise Lounge

BUILDING SIGNAGE**ART ROOM**

Kiln
20 Easels
Assorted Molds
Brushes/Tools

COMPUTER EQUIPMENT

1 Netserve, Floppy Drive & Tape Drive
10 Compaq Deskpro
Printers
Cable
Software

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: December 15, 1999

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: DOUG SELBY

☒ CONSENT ☐ DISCUSSION

SUBJECT:

ADMINISTRATIVE:

Approval to renew grant to the UNLV Greenspun School of Communication in the amount of \$36,765.

Fiscal Impact

☐

No Impact

Amount: \$36,765

☒

Budget Funds Available

Dept./Division: City Manager's Office

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

The City of Las Vegas has contributed funds to UNLV's Greenspun School of Communication since 1991. In exchange, UNLV-TV will provide: 1) Production personnel/engineering support for the production of twenty-four (24) City Council meetings (afternoon sessions) for the period 7/1/99-6/30/00; 2) Production personnel/engineering support to produce nine live episodes of Town Hall for the period 8/29/99-12/28/99; 3) Production personnel/engineering support for the production of six (6) episodes of The Pet Connection program; 4) Playback of City programming on Channel 4 through 12/31/99.

RECOMMENDATION:

That the City Council approve the renewal of the Greenspun School of Communication grant for \$54,000 with University Nevada Las Vegas (UNLV).

BACKUP DOCUMENTATION:

Letter of Understanding - UNLV TV (Hank Greenspun School of Communication)
Addendum

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

*City of Las Vegas***Agenda Item No. 5**

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 5 - Renewal of Grant to the UNLV Greenspun School of Communication

MINUTES:

COUNCILWOMAN McDONALD disclosed that she would be abstaining as it pertains to UNLV, where she works as the Marketing Director.

There was no further discussion.

(10:04 - 10:05)

1-1264



ORIGINAL

LETTER OF UNDERSTANDING

This Letter of Understanding is made between the Board of Regents of the University and Community College system of Nevada, on behalf of UNLV's Hank Greenspun School of Communication (UNLV TV) and the City of Las Vegas.

SYNOPSIS

It is hereby understood that an agreement has been reached between the Hank Greenspun School of Communication (UNLV TV) and the City of Las Vegas for the production of the following:

I. Las Vegas City Council afternoon sessions

A. UNLV TV will provide a professional director, two student camera operators and one back room student worker for the production of twelve (12) regularly scheduled afternoon meetings of the Las Vegas City council during the period from July 1, 1999 to December 31, 1999. The crew will be available from one-half hour prior to the start of the meeting to the end of the meeting on the scheduled meeting date. The director will cut in graphic material and vote results via the city video feed.

B. Production Expenses:

1. Director.....	\$350.00
2. Camera Operator # 1.....	\$60.00
3. Camera Operator # 2.....	\$60.00
4. Student Tape Operator.....	\$60.00
5. Administrative Cost.....	\$120.00
6. Misc. Supplies.....	\$20.00
Per Meeting Cost.....	\$670.00
Contract total.....	\$8040.00

C. Meeting costs are calculated on a four hour meeting length. UNLV TV will not seek additional compensation for meetings exceeding four hours and will not provide additional production services for meetings fewer than four hours.

II. Playback of city programming

A. UNLV TV will provide personnel to playback City of Las Vegas programming from the master control facility at UNLV from July 1, 1999 to approximately September 30, 1999.

B. UNLV will charge the City of Vegas \$12.00 per hour for playback time. UNLV estimates that playback will average \$800 per month. However, the monthly amount will vary according to the programming needs of the City of Las Vegas.

C. Estimated Monthly cost.....\$800.00
Estimated Contract Total....\$2400.00

III. Pet Connection

A. UNLV TV will provide production personnel and engineering support for the production of six (6) episodes of The Pet Connection. Program segments will be videotaped on the first and third Monday of July, August and September, 1999.

B. The City of Las Vegas will be responsible for supplying videotape and for determining program topics, securing guests and providing personnel to produce the program.

C. UNLV TV assumes no responsibility for the claims resulting from the cablecasting of Pet Connection.

D. UNLV TV assumes no responsibility for the post-production of this program.

E. The City of Las Vegas will remove all set pieces from the UNLV studio by no later than October 10, 1999.

F. Production Costs:

1. Director.....	\$350.00
2. Camera Operator # 1.....	\$48.00
3. Camera Operator # 2.....	\$48.00
4. Camera Operator # 3.....	\$48.00
5. Lighting.....	\$24.00
6. TelePrompTer.....	\$48.00
7. Asst. Director.....	\$48.00
8. Audio Operator.....	\$48.00
9. Technical Director.....	\$48.00
10. Engineering.....	\$120.00
11. Administrative Cost.....	\$69.00
Cost per episode.....	\$899.00
Contract Total.....	\$5394.00

PAYMENT

The total amount of this contract is \$15,834.00. UNLV TV will provide monthly billing statements to the City of Las Vegas for production services rendered.

Agreed to:

Hank Greenspun School of Communication
Dr. David Henry
Executive Director

David Henry

29 July 1999
Date

Greenspun College of Urban Affairs
Dr. Martha Watson
Dean

Martha Watson

7-29-99
Date

Board of Regents, University and Community College System of Nevada, on
Behalf of the University of Nevada, Las Vegas

By Joe Durby
Chair

9/24/99
Date

Recommended By: Thomas Anderson
Chancellor

9/24/99
Date

By: Carol C. Harter
Carol C. Harter, President

8/4/99
Date

City of Las Vegas
Oscar Goodman
Mayor

Oscar Goodman

12-15-99
Date

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

12-15-99
Date

APPROVED AS TO FORM

James G. Bellis
Deputy City Attorney

12-3-99

12-15-99
Date

ORIGINAL

ADDENDUM

IV. Las Vegas City Council afternoon sessions.

A. UNLV TV will provide a professional director, two student camera operators and one back room student worker for the production of twelve (12) regularly scheduled afternoon meetings of the Las Vegas City council during the period from January 1, 2000 to June 30, 2000. The crew will be available from one-half hour prior to the start of the meeting to the end of the meeting on the scheduled meeting date. The director will cut in graphic material and vote results via the city video feed.

B. Production Expenses:

1. Director.....	\$450.00
2. Camera Operator # 1.....	\$60.00
3. Camera Operator # 2.....	\$60.00
4. Student Tape Operator.....	\$60.00
5. Administrative Cost.....	\$220.00
6. Misc. Supplies.....	\$20.00
Per Meeting Cost.....	\$870.00
Contract total.....	\$10,440.00

C. Meeting costs are calculated on a four hour meeting length. UNLV TV will not seek additional compensation for meetings exceeding four hours and will not provide additional production services for meetings fewer than four hours.

V. Las Vegas Town Hall

A. UNLV TV will provide production personnel and engineering support to produce nine live episodes of Las Vegas Town Hall during the period from August 29, 1999 to December 28, 1999.

B. The City of Las Vegas will be responsible for determining program topics, securing guests and providing personnel to screen incoming telephone calls.

C. UNLV TV assumes no responsibility for the claims resulting from the cablecasting of Las Vegas Town Hall.

D. Production Costs:

1. Director.....	\$400.00
2. Camera Operator # 1.....	\$36.00
3. Camera Operator # 2.....	\$36.00
4. Camera Operator # 3.....	\$36.00
5. Stage Manager.....	\$36.00
6. TelePrompTer.....	\$36.00
7. Asst. Director.....	\$36.00
8. Audio Operator.....	\$36.00
9. Technical Director.....	\$36.00
10. Graphics Operator.....	\$36.00
11. Master Control Operator.....	\$36.00
12. Engineering.....	\$90.00
13. Producer.....	\$49.00
Cost per episode.....	\$899.00
Annual Cost.....	\$8091.00

VI. Playback of city programming

A. UNLV TV will provide personnel to playback City of Las Vegas programming from the master control facility at UNLV from October 1, 1999 to December 31, 1999.

B. UNLV will charge the City of Vegas \$12.00 per hour for playback time. UNLV estimates that playback will average \$800 per month. However, the monthly amount will vary according to the programming needs of the City of Las Vegas.

C. Estimated Monthly cost.....\$800.00
 Estimated Contract Total....\$2400.00

Agreed to:

Hank Greenspun School of Communication
 Dr. David Henry
 Executive Director

David Henry

12-2-1999
 Date

Carol C. Harter
 President
 University of Nevada, Las Vegas

Carol C. Harter

12/3/1999
 Date

City of Las Vegas
 Oscar Goodman
 Mayor

Oscar Goodman

1/5/2000
 Date

Attest:

By

Barbara Jo Ronemus
 BARBARA JO RONEMUS, City Clerk

Approved as to form:

Samuel Bellis 12-3-99
 Date

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: December 15, 1999

DEPARTMENT: CITY MANAGER'S OFFICE**DIRECTOR: STEVEN P. HOUCHENS**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of Interlocal Contract for Funding and Administration of the Las Vegas Metropolitan Police Department Citizen Review Board (\$250,000 General Fund)

Fiscal Impact☐**No Impact****Amount: \$250,000**☐**Budget Funds Available****Dept./Division:**☒**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

On May 28, 1999, the City Council adopted an ordinance to create a Metropolitan Police Department Citizen Review Board for the purpose of reviewing certain actions concerning police officers employed by the Metropolitan Police Department. This action establishes an organization for the purposes of administering said Board.

RECOMMENDATION:

That the City Council approve the interlocal agreement.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

M. McDONALD - Motion to Hold in ABEYANCE to 1/19/2000 to allow staff to draft an amendment that would include the City Manager and the City Council in the hiring and dismissal process of the Executive Director of the Las Vegas Metropolitan Police Department Citizen Review Board - carried with REESE voting NO

MINUTES:

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

APPEARANCES:

CHIEF CIVIL DEPUTY CITY ATTORNEY JOHN REDLEIN

(10:05 - 10:22)

1-1319

**INTERLOCAL CONTRACT
for
FUNDING and ADMINISTRATION
of the
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
CITIZEN REVIEW BOARD**

THIS AGREEMENT is made and entered into this ____ day of October, 1999, by and between the City of Las Vegas ("the City") and Clark County ("the County"), both of which are political subdivisions of the State of Nevada, for the purpose of funding and administering the Las Vegas Metropolitan Police Department Citizen Review Board.

WITNESSETH

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies for performance of any governmental services, activity or undertaking which any of the agencies are authorized by law to perform; and

WHEREAS, The County and City have merged their respective law enforcement agencies into the Las Vegas Metropolitan Police Department pursuant to NRS Chapter 280; and

WHEREAS, NRS 289.383 permits the participating political subdivision of a metropolitan police department to jointly create by mutual ordinances a review board to advise the metropolitan police department committee on fiscal affairs on issues concerning peace officers employed by the metropolitan police department; and

WHEREAS, both County and City are desirous of creating a Citizen Review Board pursuant to NRS 289; and

WHEREAS, the County and City adopted ordinances on April 6, 1999, and May 28, 1999, respectively, to create a Citizen Review Board; and

WHEREAS, County's and City's ordinances state that County and City may, upon mutual agreement, provide such funding, staffing, legal counsel and other resources as they determine, according to their sole discretion, to be necessary for the performance of the functions of the director and the review board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the City agree as follows:

SECTION 1 - DEFINITIONS

For the purposes of this agreement, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated.

- 1.1 "County Manager" means the county manager appointed by the Clark County Board of Commissioners to perform such administrative functions of county government as may be required of him or her by the Board of County Commissioners, or his or her designee.
- 1.2 "City Manager" means the city manager appointed by the City of Las Vegas City Council to perform such administrative functions of city government as may be required of him or her by the Las Vegas City Council, or his or her designee.
- 1.3 "Director" means the director of the Las Vegas Metropolitan Police Department Citizen Review Board, or the director's designee.
- 1.4 "Governing Bodies" means the Board of County Commissioners of Clark County and the City of Las Vegas City Council.
- 1.5 "Review Board" means the Las Vegas Metropolitan Police Department Citizen Review Board.

SECTION 2 - OBLIGATIONS OF THE PARTIES

2.1 SUPPORT STAFF AND FACILITIES

In support of the Review Board, the County hereby agrees to provide staff, services facilities and supplies to support the operational needs of the Review Board. The County and City hereby agree to jointly participate in a recruitment and selection process for the Director of the Review Board. The parties recognize that the Director of the Review Board shall be appointed by the County Manager and the City Manager with the advice and consent of the Board of County Commissioners

and the City Council, and shall serve at the pleasure of the County Manager.

2.2 ANNUAL BUDGET

On or before November 1st of each year, the County Manager shall prepare a proposed annual budget for the subsequent fiscal year to support the activities of the Review Board, including an unreserved ending fund balance equal to not less than one month of operating expenditures, and shall submit such budget to the City Manager. The City Manager shall review and approve the proposed annual budget prior to February 1st. Upon receiving the approval of the City Manager, the proposed annual budget shall be apportioned to the County and City according to percentages derived from the proposed Metropolitan Police Department funding apportionment plan for the fiscal year in question. The individual amounts thus established for each entity shall be considered the entity's funding obligation and made part of the entity's budgetary request placed before the entity's Governing Body.

2.3 PAYMENT OF PROPORTIONAL ASSESSMENT

The County shall invoice the City semi-annually on July 1st and January 1st for its funding obligation related to that fiscal year's approved annual budget. In doing so, County shall establish the actual year-end expenses from the preceding fiscal year and, if the actual expenses are less than the approved budget from the preceding fiscal year, apply a credit to the January 1st invoice of that fiscal year's approved annual budget based on the entity's funding percentages from the preceding fiscal year derived from the Metropolitan Police Department funding apportionment plan. If contingencies arise which necessitate any changes to an approved annual budget, the County Manager and the City Manager shall prepare and propose such change to their Governing Bodies for their consideration and approval. Upon approval by the Governing Bodies, the County shall invoice the City for its funding obligation related to the approved revised budget based on the entity's funding percentages for the affected budget year derived from the Metropolitan Police Department funding apportionment plan. Within 45 days of submitting the invoice, the City shall make payment of its invoiced assessment to the County Manager, who shall in turn deposit the payment in a special revenue fund used to support of the Review Board program.

2.4 DELEGATION TO COUNTY MANAGER

The County Manager will administer the annual budget established under Subsection 2.2 of this Agreement, and shall direct any staff dedicated, in whole or in part, to the activities necessary to support the Review Board program. In administering the annual budget, County recognizes that the Review Board program shall not incur any expense for which funding has not been approved by the City and County.

2.5 REPORTS AND AUDITS

The City may request an audit or review of any expense or cost by submitting its request to the County Manager in writing.

SECTION 3 - TERM OF AGREEMENT

This agreement shall commence upon approval of this agreement by the City Council and Board of County Commissioners, and continue through June 30, 2009 unless terminated sooner under the provisions of Section 4 - Termination.

SECTION 4 - TERMINATION

Either party to this Agreement may terminate participation in this Agreement by sending notice to the other party 30 days in advance of the termination. The termination of this Agreement shall not release the terminating party from its fiscal responsibility in support of the work approved under this Agreement for the fiscal year in which termination is given.

SECTION 5 - MODIFICATION OR AMENDMENTS

This Agreement may not be modified or amended except by written agreement, duly approved by the Governing Bodies of the parties hereto. Modification or amendment in any other form shall have no force or effect, and may not be relied upon by any person.

SECTION 6 - LIMITATION ON LIABILITY

The parties hereto, including any of their respective agents, employees, or officials, shall not be liable to third parties for any act or omission of any other party. This Agreement is not intended to create any rights, powers or interest in any third party; and this Agreement is entered into for the exclusive

benefit of the undersigned parties.

SECTION 7 - NOTICES

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent by U.S. Mail, or by hand delivery, and directed to the appropriate party as follows:

Clark County:	County Manager 500 S. Grand Central Parkway, 6 th Floor Las Vegas, Nevada 89155
City of Las Vegas:	City Manager 400 East Stewart Avenue Las Vegas, Nevada 89101

SECTION 8 - OTHER PROVISIONS

8.1 APPLICABLE LAW

This Agreement shall be governed and interpreted according to the laws of the State of Nevada.

8.2. ASSIGNMENT

The requirements and benefits of this Agreement may not be assigned, transferred, or delegated, except as provided herein, without the written consent of all parties hereto.

8.3 SEVERABILITY

It is not the intent of any party hereto to violate any law or regulation of the United States or the State of Nevada. The parties hereto agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter into immediate, good faith negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect.

SECTION 9 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The

parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated herein, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the City of Las Vegas City Council and the Board of County Commissioners have approved this Agreement and their presiding officers have affixed their names hereto.

CLARK COUNTY

CITY OF LAS VEGAS

BRUCE L. WOODBURY, Chairman

OSCAR GOODMAN, Mayor

ATTEST:

ATTEST:

SHIRLEY B. PARRAGUIRRE, Clerk

RONI RONEMUS, Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MITCHELL COHEN
Deputy District Attorney

BRAD JERBIC
City Attorney

Citizen Review Board Proposed Work Plan for FY 99/00

- October 5 BCC approves interlocal
- October 6 City Council approves interlocal
- October 7 Begin recruitment for Executive Director
- October 13 Begin remodel of designated office space and order office equipment
- November 24 County & City Manager appoint Executive Director
- November 29 Begin recruitment for Secretary position
- December 7 Board of County Commissioners ratifies appointment of Executive Director
- December 15 City Council ratifies appointment of Executive Director
- January 3 Executive Director commences employment
- January 7 Executive Director advertises appointment opportunities (newspaper publication for at least 30 days prior to establishment of list of candidates for membership)
- January 17 Secretary commences employment
- January 21 Executive Director prepares and submits budget request for FY 00/01
- February 7 Executive Director compiles initial list of Review Board applicants
- February 11 Executive Director completes initial screening process for applicants, notifies disqualified applicants, forwards complete list of applicants (together with any grounds for disqualification) to County & City representatives to the Fiscal Affairs Commission for review and recommendations
- February 25 County & City representatives to Fiscal Affairs Commission return tentative recommendations (25 names) to Executive Director to coordinate background investigation with the District Attorney's Office
- March 3 Appointments to the Review Board completed
- March 6 Executive Director selects five board members to serve on the screening panel for a term expiring on the first Monday of July, 2000

September 13, 1999

- March 13 Executive Director begins training for Review Board appointees
- March 24 Training for Review Board appointees completed
- April 3 Screening panel holds first meeting
- June 30 Executive Director completes annual report to Board of County Commissioners,
Las Vegas City Council, and Sheriff

September 13, 1999

**Citizen Review Board
Proposed Budget for FY 99/00**

Start-up Capital Costs

Office Remodel*	\$ 15,000
Furniture, Fixtures & Equipment	<u>\$ 10,000</u>
Start-up Subtotal	\$ 25,000

Operating Budget (for 6 months only)

Executive Director Salary**	\$ 42,500
Executive Director Benefits	\$ 12,243
Secretary**	\$ 16,387
Secretary Benefits	\$ 6,158
Operating Supplies	\$ 15,000
Overhead Charge @ 10%	<u>\$ 9,228</u>

Operating Subtotal	\$101,516
Unreserved Fund Balance (8.33%)*	\$ 7,687

Total \$134,203

* Projected expenses for office remodel may change upon County staff completing its review of floor plans and conducting site inspections.

** Projected annual salaries are as follows:

Executive Director - \$85,000

Secretary - \$32,775

*** Unreserved fund balance excludes overhead charge

Projected funding obligations based on current apportionment of Metropolitan Police Department budget (City 42.3% / County 57.7%)

County	\$ 77,435.13
City	<u>\$ 56,767.87</u>
Total	\$134,203.00

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VERBATIM TRANSCRIPT: ITEM 6 - APPROVAL OF INTERLOCAL CONTRACT FOR FUNDING AND ADMINISTRATION OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT CITIZEN REVIEW BOARD

MAYOR GOODMAN

All right. We'll call Item 6. Let's see, Item 6.

COUNCILMAN McDONALD

Who's this dude?

MAYOR GOODMAN

Item 6 is an approval of an interlocal contract FOR funding and administration of the Las Vegas Metropolitan Police Department Citizen Review Board. This action establishes an organization for the purposes of administering said board, and the City Council, it's recommended that we approve the interlocal agreement. Redlein.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Mr. Mayor, if I first may, some background information on this item is appropriate, and also there is a decision you need to make, not just about approval of the contract, but quite possibly an amendment of it before it is approved, based on some information I've gotten from the Manager's office.

If you recollect, in 1997 the State Legislature made it possible for any police department or sheriff's office to form one of these police review boards. As far as I know, the Metropolitan Police Department is the only department of any sort, law enforcement department in the whole State, that's gone forward with a plan to have one. The year 1998 was spent largely with a committee doing a draft of the implementing ordinances, because the State Statute that made this organization possible has told us that the participating entities need to have the implementing ordinances that match so that the operation can run forward.

In early 1999, the County went forward first with reviewing the draft ordinance. They had a couple of long sessions early in the year, and they made many adjustments, and that I think for the most part they were good improvements. We were left with an ordinance then that came to you in May of 1999, and the -- difference we have with the County is that the executive director of the Police Review Board, who will be the chief of staff, pull the files together, contact the panel members and send out the subpoenas, and probably write the opinions, is in the County Ordinance as a person who is to be hired by the County Manager with the concurrence of the board of County Commissioners and fired by the County Manager.

When it came before this Council in May of 1999, it was felt that because we are going to be paying for presumably somewhere in the neighborhood of 42% of the operation of this organization, which would include the executive

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director's salary, that we ought to participate in both the hiring and the firing of the executive director. So we amended the ordinance that was before the County that involved the City Manager in a consultation on hiring. Involved the City Council in a decision on hiring, and involved the City Council alone, well, the City Council along with the Board of County Commissioners on a decision on firing.

We made that change in, with the expectation that the ordinance would bounce back to the County, and that they would adopt language just as we had. They dealt with their ordinance again in August, and they didn't make exactly the change we did.

If we can go to the overhead, I've laid out on an exhibit the language for these two codes, and the first paragraph in each reads exactly the same about the hiring. Our City Manager is involved in consultation and this City Council is involved in -- affirmation of a selection of a director. The County code now reads, though: the director serves at the pleasure of the County Commissioner. We were cut out of the decision on dismissal.

COUNCILMAN REESE

With the County Manager?

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

The County Manager, pardon me if I misspoke. And as you can see from our code, with the highlighted language in the second paragraph, this is how our ordinance now reads.

Well, the next step, after they made the change -- we now have mismatched ordinances -- was their submission to us of the interlocal agreement that's in your backup material, Item No. 6. It's just the nuts and bolts and the funding and administration of the -- organization. I don't see any problems in the legal review, but for one point: The agreement reads like their code section. The highlighted paragraph at the top.

So you have a choice to make. You can adopt this interlocal agreement with -- The top paragraph on the display now shows how the contract reads. You'll find that, I think, on Page 2 of the contract that's in your backup material. This is how it reads in the highlighted material, that he serves at the pleasure of the County Manager. You can approve this contract as it is and go back and amend our Municipal Code to cut the City out of the firing decision. You could approve this contract with an amendment to make the contract language read like our code so that the City Council is involved in the decision to dismiss the executive director.

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I don't know what the appetite of the County Commission is. I presume when they knew exactly what you all voted, back in May, and they didn't conform to it, that we'd see that they didn't want us to be involved in the firing decision.

COUNCILMAN McDONALD

Your Honor, on -- this, having the background -- before, I think, since we're gonna be part of the funding process, it's very prudent in our part that we have the input as well. I know that when we sat here before, the members that sat here, Councilman Reese and Councilman Brown, that was what our directive was. Is that we are involved in the hiring and firing, that we do have a voice; we just don't sit as a -- side judge, that we are involved in the process. I would -- ask that this goes back over to them so they can amend their code.

COUNCILMAN REESE

Well, if I -- could, also, Councilman McDonald and Mayor. There is, it's a 25-member board. And 13's gonna be appointed by those members sitting on Fiscal Affairs from the County. Twelve is gonna be appointed on the board by those that, from the City that sits on the Fiscal Affairs.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Exactly right.

COUNCILMAN REESE

And I think it's prudent upon us, if we're gonna have any response at all, responsibility to our constituents, then we also have to have a say-so in the hiring of the chairman, as well as the releasing of the chairman. So I think that we just need to leave it like it is and send it back to the County and see what they want to do it. I, is my opinion.

COUNCILMAN McDONALD

That's -- what I said. Yeah.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

The -- business before you is --

COUNCILMAN McDONALD

I don't know if I misspoke or not, that -- was my --

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

No. I think -- you're both on the same track, truly. The business before you is the possible adoption of this interlocal agreement, the contract that has the language that says the County Manager is the only one that makes the decision. You can adopt this contract to move things forward and amend it in a fashion that involves the City in the dismissal, then it goes back to the County and it becomes their decision about whether or not they wanna change their code.

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COUNCILMAN McDONALD

Wouldn't a prudent move on our part would be to table it and have them change theirs and bring it back to us?

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Either way. I – think the – thing that needs to be said, if this is what you truly want, is you need to send them the message that you meant what you said when you adopted your ordinance in May and said, we want to be involved in the firing decision.

COUNCILMAN McDONALD

Mr. Redlein, I think we've already spoke. And I agree with you wholeheartedly, but we've already spoke and said, we sent over what we wanted adopted. And it's not, maybe it's a conflict in the communication -- I'm not saying the County Commissioners or – their staff. But I think it has to be unilateral across the board that we have the same communications going through.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

There – is one more consideration. This is largely political, not legal about amending or – not dealing with the contract. And that is that by amending in a fashion that's consistent with what you want, being involved in the firing decision, you're in a position to say, we are moving forward with the creation of a police review board.

COUNCILMAN BROWN

Your – Honor?

MAYOR GOODMAN

Yes.

COUNCILMAN BROWN

Mr. Redlein, the – choices: approve an amendment that City Council must consent their removal of the director; does – that not include approve the amendment that the position would serve at the pleasure of the County Manager and City Manager, and then the City Council?

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

There was discussion of that, and I very carefully studied the transcript from May. Our City Manager is involved in consultation with hiring. As to firing, it was County Manager with the concurrence of Board of County Commissioners and this City Council. So our Manager's not involved in the firing decision the way we adopted it in May.

COUNCILMAN BROWN

Well, that's, deny, I didn't understand the briefing I received then, because I – don't think it's our rule to start getting involved in – I think there has to be that equity built in with the County Manager and the City Manager. So I certainly agree that it has to ultimately come to this Council, but I don't think it's appropriate for the County Manager to come before this Council on – that type of position, unless it comes through our City Manager.

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CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

If you want to re-involve our City Manager in the dismissal of the executive director, through that process, would require that we amend our code, because our code does not include her now. That was our vote in May.

COUNCILMAN BROWN

I - though it was simply - an oversight at the County, that they would feel that the County Manager was in a better position to make hiring and firing decisions. And I hope that it was an oversight.

I would, my preference would be to make sure that the City Manager is involved in both the hiring and the firing, and then, when that recommendation comes from their consensus, it goes before the County Commission and the City Council. And, if that throws a wrench into our code, I apologize, but I --

COUNCILMAN McDONALD

I would agree. In looking at the transcripts, I - know that that was the intent of this Board. We don't every wanna get, I know, I can speak for myself, I don't know the rest of the members, but I don't wanna get in the employment process, and that's what we have a City Manager for. We're not a strong form of government. So, our City Manager does it here, why wouldn't she involved in - the hiring and firing as well?

Your Honor, I don't, I'll make a motion when the rest of the comments are done.

MAYOR GOODMAN

Well, my position is that the City Manager has to be both in the position to hire and to fire, if in fact the ordinance is going to be adopted. As far as I'm concerned, I think it's a waste of our money to have an ordinance like this, to be perfectly frank with you. We have, it doesn't give this panel any kind of teeth. It's gonna cost us 42% of an awful lot of money, and if they're gonna have a police review board, I think it should be a police review board that can make a difference. And the way it's drafted here, at least in my opinion, and I wasn't here when the discussions were made. I just don't think that it's strong enough, and I also feel that there should be an accountable public official on it, and as it presently stands, that is not the case.

COUNCILMAN REESE

If I - could then, Mayor, this is not mandated by ordinance by either the County or the City. This is mandated by our State Legislature, who said that this is what we will create. And the State Legislature, in their wisdom and their wit, found no way to fund this. They just says, we're gonna mandate that you do it, so we have to do it. And as the

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member of the Fiscal Affairs representing the City of Las Vegas, I truly understand -- the needs and the wishes of my Council, and I concur with them. I -- would hope that during this appointment process that we can all agree on just twelve people from the City to -- serve on it, because there's hundreds of people that wanna serve on it for -- different reasons, so it's gonna be fun.

COUNCILWOMAN McDONALD

Your Honor, I just have one, I guess, technical question: Do we have to have matching language in these interlocal agreements between the City and the County before we can proceed in constituting this review board. I mean is, do we need to bring closure to this before --

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

We need matching ordinances in every substantive respect. But for this one item regarding the dismissal of the executive director, we now have them. There will be one interlocal agreement. And so that is merely our agreement, that our ordinances prevail, and this is how we're gonna make our reports and contribute our money and spend our money. And this is a very simple funding and operational agreement. There will be only one.

Now, truly the codes never entirely matched, because there are references to Council versus, you know, Commission and so forth. But in every substance of respect their exactly the same. And this is the problem: If we were to adopt this interlocal agreement, it would be our agreement that we didn't want to be involved in the firing of an executive director, or dismissal or replacement of an executive director. And yet if there was one, and let's presume it was somebody who was a poor performer, the first thing he would do when the County Manager fired him is point at the law and say, it's illegal, because the City Code, and they're paying for half my salary, says they have to be involved and they weren't. So, this is something that needs to match.

COUNCILWOMAN McDONALD

Well, again, I concur with everything that's been stated today, and I was not here in May, but I would clearly would say that our intentions would be that, you know, if representatives on Metro Fiscal Affairs, having us being in a position to appoint 12 of the 25, that we would want the City Manager to be involved, not only in the hiring, but also in, if we ever got to discussions of removing someone, I would definitely want our City Manager at the table and a part of those decisions.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Well, based on -- your comments, what I would, the course of action I would take is to bring our ordinance back before you for amendment to plug the City Manager back into the

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dismissal process and inform the County that this is the way our code is gonna read, and the next interlocal agreement we receive we expect to be written accordingly. Now they're gonna have to change their code, and it does delay things, but I get the message.

COUNCILMAN McDONALD

Your Honor, I, on this I think we have grammatical errors that were placed on – our interpretation, what we wanted to propose. I know that what we sent over was stating that we wanna have the opportunity to be involved in the hiring and – the dismissal of – the director. It seems to be going in not the direction the City wants.

I would – make a motion to hold this in abeyance for at least a month so we can have the correct language brought forward. I think it's been stated by the entire Board, we want our City Manager involved. She does the hiring and firing at the City for all process of the directors. I think this is just another step. It's another opportunity for us to give our communication, and it's very important. And I think Councilman Brown and Councilwoman McDonald, as well as Councilman Reese, the Mayor, and myself, I've stated the importance of our involvement. So **based on that, I'll hold it for two months, or a month, excuse me. Bring it back before us with an amendment to our code.**

COUNCILMAN REESE

If I could –, Councilman McDonald, on the motion, --

COUNCILMAN McDONALD

Yes.

COUNCILMAN REESE

-- could we, in fact, go ahead and change this, and then just send it to the County? Why --

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Yes, and that was just suggested by Deputy City Manager Houchens. You can give a preliminary message of where you're gonna go with the ordinance by adopting this today with an amendment that reinserts the – City Manager into the dismissal process and the City Council into the dismissal process and adopt it. It won't – be a valid contract the way you adopt it, because they're gonna have to change their law before they could even sign onto it, but you can move things forward by amending it today.

COUNCILMAN McDONALD

Well, the point I'm trying to make, Mr. Redlein, is I think this whole thing has been misinterpreted. I think everybody in the audience as well as home can read, we've seen comments and – we've left out articles that we want in our points to be made. There is no rush on this, and this baby's taken a long time grow anyway. It is not being raised at, the correct way. We wanna bring it back and make sure we set

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it on the right path, so we do set in motion our correct message. Again, I don't see the -- hurry. I mean, we have two new members coming on and maybe they can bring some light as well.

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

Well, there may be some -- unhappiness about delay, but you can take some consolation in the fact that you're still in the lead in this race since nobody else has moved forward on this.

COUNCILMAN McDONALD

I think it's important when we do take the lead that we do it right. I understand the frustration of several members that have been involved in the community, but why proceed? Haste makes waste, so I --

CHIEF CIVIL DEPUTY CITY
ATTORNEY JOHN REDLEIN

We'll bring it back to you with the change in the code --

COUNCILMAN McDONALD

-- understand, I --

COUNCILMAN REESE

We're -- gonna do the same thing, though, in a month.

COUNCILMAN McDONALD

But we have to change, we, to do it correctly, we should bring it back, amend our code in an open process, then move it forward with the -- correct response over to the County. That's all I'm saying.

MAYOR GOODMAN

All right, there's a motion. Vote on the motion, please. Post, please. Motion passes. **(Motion carried with REESE voting NO)**

(END OF DISCUSSION)

/gpb

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Approval of Interlocal Agreement #106175 between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) to provide for the construction of water lines, fire hydrants, operation, and maintenance for water service to the Las Vegas Metropolitan Police Department Academy/Substation located at Cheyenne and Conquistador Street (Academy Way)

Fiscal Impact

☒ No Impact	Amount:
☐ Budget Funds Available	Dept./Division:
☐ Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

In order to obtain water service to the above referenced site, the City must enter into a standard Interlocal Agreement with LVVWD. The associated connection fees will be paid by Clark County and reimbursed from bond proceeds conducted by Clark County with the City paying its proportionate share of repayment to the County for the bond indebtedness.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

Agreement No. 106175

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
LVMPD SUBSTATION AND ACADEMY
PROJECT NO. N-63022**

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

RECITALS

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

WHEREAS, the CITY is engaged in the development of real property generally located on the northeast corner of Cheyenne Avenue and Conquistador Street, further referenced as Clark County Assessors Parcel Number 138-07-401-009, and has submitted plans for the development of a police substation and academy, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

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

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

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

Agreement No. 106175

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

LVMPD SUBSTATION AND ACADEMY
Utility Plan

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

Agreement No. 106175

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

ARTICLE II

DISTRICT AGREES:

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

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

Agreement No. 106175

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

Agreement No. 106175

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 19____.

APPROVED AS TO FORM:

Thomas R. Green
11-24-99
City Attorney

ATTEST:

BARBARA JO RONECUS, City Clerk

ATTEST:

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

APPROVED:

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

CITY OF LAS VEGAS

BY: OSCAR B. GOODMAN, Mayor

LAS VEGAS VALLEY WATER DISTRICT

BY: MYRNA WILLIAMS, President
Board of Directors

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT****DIRECTOR: JEFF MARESH**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Preapproval for a contract in an amount not to exceed \$50,000 for an economic feasibility study and conceptual designs of a public golf course on approximately 77 acres of property located at the Northwest Corner of Cheyenne and Durango (NTE \$50,000).

Fiscal Impact☐**No Impact****Amount:** Not to exceed \$50,000☐**Budget Funds Available****Dept./Division:**Public Works☒**Augmentation Required****Funding Source:** Parks & Leisure CIP**PURPOSE/BACKGROUND:****RECOMMENDATION:**

Staff recommends approval.

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - APPROVED as recommended - UNANIMOUS****MINUTES:**

JEFFREY MARESH, Director, Office of Business Development, stated the matter is in order. Approval would permit staff to move forward with the feasibility study and the conceptual design for a golf course to be located at the northwest corner of Cheyenne and Durango. The conceptual design would then be used to define the project for a Request for Proposal for the design, development, and operation of the golf course. MAYOR GOODMAN verified with MR. MARESH that it would be a Municipal golf course.

COUNCILMAN BROWN noted that he wanted to make the two-year effort public. He explained that approximately two and a half years ago the City made the commitment to build a golf course in the area. Many residents and developers in the area came to rely on the concept that it would become a golf course community. The City then made the assurance that it would move forward

**Agenda Item No. 8**

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 8 - Contract for the Economic Feasibility Study and Conceptual Designs of a Public Golf Course Located on the Northwest Corner of Cheyenne and Durango

MINUTES - Continued:

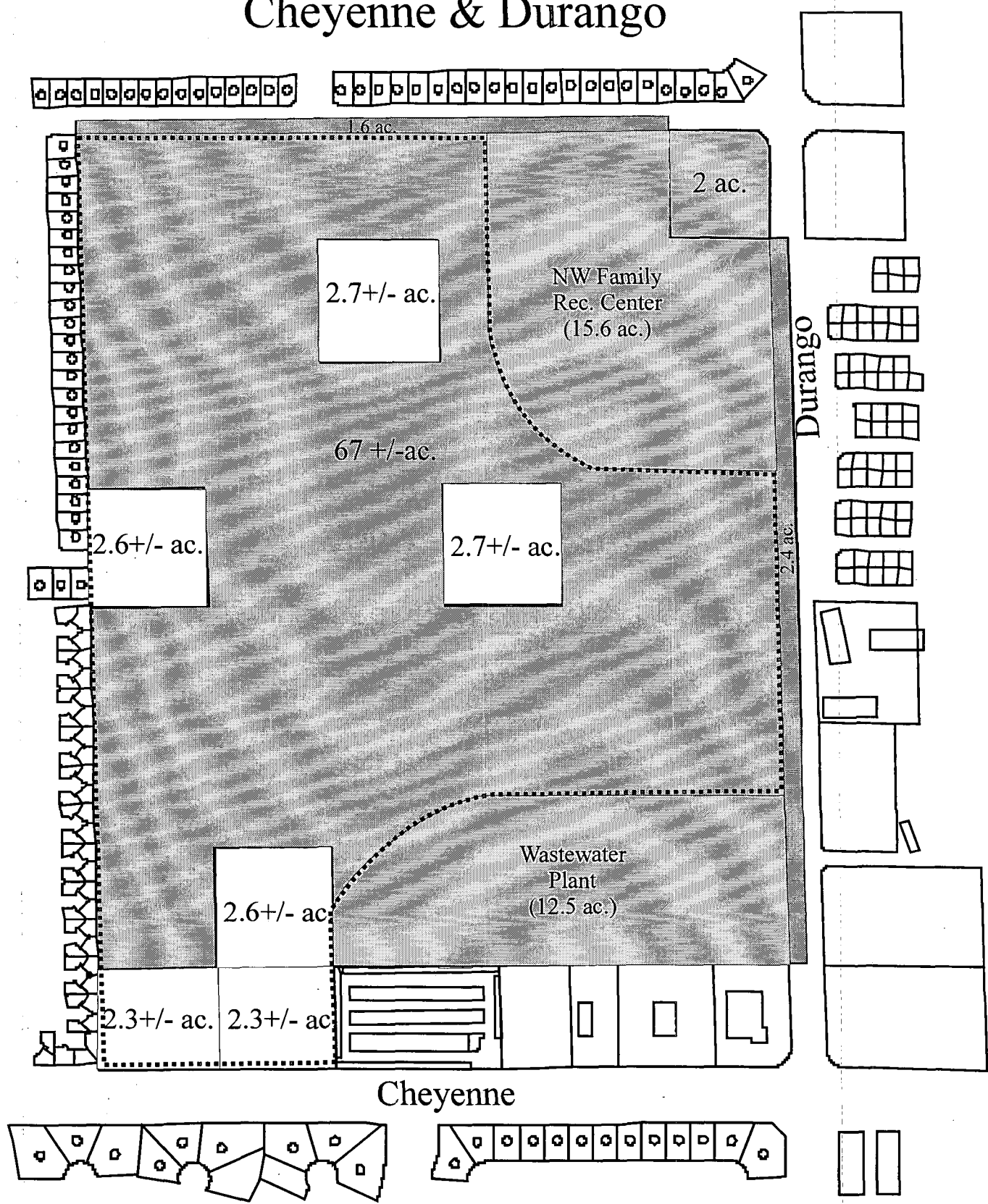
when a funding source became available. The feasibility study is the first step to fulfill that commitment, with the understanding that economics will be the determining factor. He does not want the City to promise a Municipal golf course that might end up charging high rates that would be a waste of taxpayer money. Once the contract is awarded and the consultant moves forward with some of the design concepts and economic profiles, the advisory groups in the area will be included in the process. MR. MARESH concurred, adding that the study and designs would be completed within about 60 days.

There was no further discussion.

(10:22 - 10:25)

1-1980

City/BLM Property Cheyenne & Durango



-  City owned property - 15.2+/- acres
-  BLM Property - 67+/- acres
-  BLM - Right of way property - 4+/- acres
-  Project area - 82.2+/- acres

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT****DIRECTOR: JEFF MARESH**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of issuance of a Grant Deed to Lewex, Inc. for certain Real Property situated in the Spectrum of Las Vegas (Gain of \$466,540).

Fiscal Impact☐**No Impact****Amount:** Gain of ~ \$466,540.00☐**Budget Funds Available****Dept./Division:** Business Development/EDD☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Lewex, Inc., designee of Lewis Properties, Inc., will acquire ~4.15 acres at the Spectrum of Las Vegas as per the Disposition and Development Agreement between the City of Las Vegas and Lewis Properties, Inc. for the Spectrum of Las Vegas implemented August 7, 1988.

RECOMMENDATION:

It is recommended by the City Manager that the City Council approve the execution of the Grant Deed to Lewex, Inc.

BACKUP DOCUMENTATION:

Grant Deed – The City of Las Vegas to Lewex, Inc. and site map as attached.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: December 15, 1999****DEPARTMENT: Office of Business Development****ITEM DESCRIPTION: Approval of Issuance of Grant Deed to Lewex, Inc.**

The Disposition and Development Agreement (DDA) between the City of Las Vegas and Lewis Properties, Inc. for the Spectrum of Las Vegas property was approved and implemented August 17, 1988. Subject property is located generally on the Easterly side of Spectrum Boulevard at the intersection of Technology Court and contains ~ 4.15 acres or an area of approximately 180,774 square feet (see attachment). This portion of the site will be transferred at the rate of approximately \$2.58 per square foot, adjusted to reflect increases in the Consumer Price Index, as described in the Agreement, and to be calculated prior to close of escrow. A legal description will be reviewed by City Right of Way for accuracy and submitted prior to close of escrow. Lewis Properties, Inc. has designated Lewex, Inc. a Nevada Corporation to be the Grantee for the Deed, a result of partial assignment of interest. The City Attorney's office has reviewed the documentation and approved it as to form.

LV99-9425-036-AG
R.P.T.T. \$ Exempt

APN: _____

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE CITY OF LAS VEGAS, a political subdivision of the State of Nevada (herein called "Grantor"), hereby grants to LEWEX, INC., a Nevada corporation, its successors and assigns, (herein called "Grantee"), the property (the "Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The fee interest in the Property is conveyed pursuant to a Disposition and Development Agreement dated August 17, 1988 (the "Development Agreement") entered into by and between Grantor and Grantee's predecessor in interest. Said Development Agreement was amended February 21, 1990 and portions thereof modified by City Council action on June 2, 1993. The conveyance herein is subject to the terms, covenants and conditions set forth in the Development Agreement, a Short Form Memorandum of which was recorded on September 21, 1989, in Book 890921 of the records of the Office of the Recorder of the County of Clark, Nevada.

2. The Development Agreement provides, among other things, that Grantee's use, occupation and development of the property is subject to compliance with certain covenants, restrictions and obligations and that Grantee's failure to perform thereunder may result in Grantor exercising its rights to repurchase, re-enter and repossess or its right of reverter as set forth in said Agreement, with the proviso that Grantor's exercise of any such rights shall not defeat, render invalid or limit any mortgage, deed of trust or other security instrument made in good faith and permitted by the Development Agreement.

3. The absence from this Grant Deed of the covenants, restrictions and obligations contained in the Development Agreement, except by reference thereto, shall not work as a merger of rights and obligations into this Grant Deed to the exclusion of said covenants, restrictions and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Completion and Quitclaim of Interest that references this Grant Deed is recorded by Grantor.

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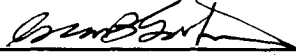
me

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

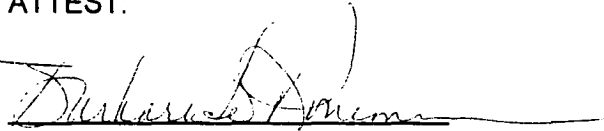
IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, dated for reference this 15th day of December, 1999.

"Grantor"

THE CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:



Approved as to form:

ACCEPTANCE

Val Steep 11-15-99

Date

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

"Grantee"

LEWEX, INC.

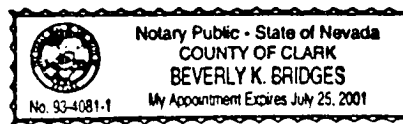
By: 
 James R. Lewis,
 President

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 17th day of December, 1999, personally appeared before me, a Notary Public, DEAN B. GOODMAN and BARBARA Jo ROVENUS, respectively, who acknowledged that they executed this instrument.

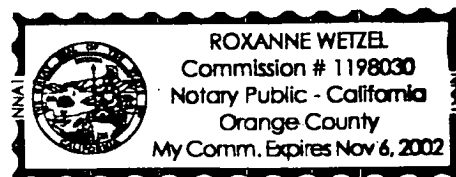
Donald K. Brown
NOTARY PUBLIC,
in and for said County and State

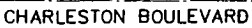
[illegible]

On November 10, 1999, before me, Roxanne Wetzel, a Notary Public in and for said State, personally appeared JAMES R. LEWIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Roxanne Wehzel





Attachment

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

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

Fiscal Impact

☐

No Impact

Amount:

☒

Budget Funds Available

Dept./Division: Accounting Operations

☐

Augmentation Required

Funding Source: Various

PURPOSE/BACKGROUND:

In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period of 11/1/99 - 11/15/99.

Total Services and Materials Checks:	\$ 13,019,539.01
Total Payroll Checks	\$ 3,879,969.43
Total Wire Transfers	\$ 21,236,554.13
Other Checks and Investments	\$ 150,930.81

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Summary of Cash Expenditures for period of 11/1/99 - 11/15/99

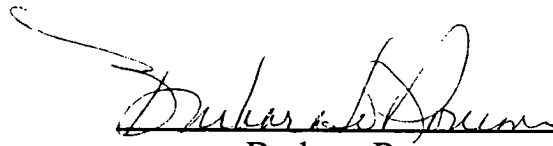
Total Services & Materials Checks :	13,019,539.01
Total Payroll Checks:	3,879,969.43
Total NBS & City Investments :	150,930.81
Total Wire Transfers:	21,236,554.13

Grand Total:	38,286,993.38

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



Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

on December 15, 1999, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the award of Bid Number 000028, annual requirements contract for floor coverings -
 Department of Public Works - Award recommended to: ALLIED FLOORING SERVICES
 (Estimated annual aggregate amount \$1,149,258 - General Fund)

Fiscal Impact☐**No Impact****Amount:** Estimated \$1,149,258☒**Budget Funds Available****Dept./Division:** Public Works/OAS☐**Augmentation Required****Funding Source:** General**PURPOSE/BACKGROUND:**

This requirement will provide Building Services and OAS with an annual requirements contract for floor covering for use on various projects throughout the City.

Allied Flooring Services - \$1,149,258

STG Enterprises - \$1,576,525

RECOMMENDATION:

That the City Council approve the award of Bid Number 000028, annual requirements contract for floor covering, to Allied Flooring Services, for the period from date of award through September 30, 2000, with four (4) one year options to renew.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to bring forward and STRIKE Item 11, Hold in ABEYANCE Item 74 to 1/5/2000, and Items 94 and 109 to 1/19/2000 - UNANIMOUS

MINUTES:

There was no discussion.

(10:03 - 10:04)

1-1200

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of the award of Bid Number 990095, annual requirements contract for miscellaneous tires and tire repair - Department of Public Works - Award recommended to: VARIOUS SUPPLIERS
(Estimated annual aggregate amount of \$200,000 - Internal Service Fund)

Fiscal Impact

☐	No Impact	Amount: Estimated \$200,000
☒	Budget Funds Available	Dept./Division: Public Works/Vehicle Services
☐	Augmentation Required	Funding Source: Internal Service

PURPOSE/BACKGROUND:

This requirement will provide the Vehicle Services Division with an annual requirements contract for miscellaneous tires and tire repair to maintain the City's vehicle fleet. Award recommended to:

Lot I, II, V, VI and VII-Ted Weins Tire and Auto
Lot III and IV-Treadco Inc.

RECOMMENDATION:

That the City Council approve the award of Bid Number 990095, annual requirements contract for miscellaneous tires and tire repair, to various suppliers, for the period from date of award through December 31, 2000, with four (4) one year options to renew, in the estimated annual amount of \$200,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of the award of Bid Number 99.1739.09, Natural History Museum elevator addition; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: COMPLETE CONSTRUCTION AND REMODELING INC. (\$156,439 - Capital Projects Fund)

Fiscal Impact

☐	No Impact	Amount: \$173,439
☒	Budget Funds Available	Dept./Division: Public Works/Arch. Serv.
☐	Augmentation Required	Funding Source: Capital Projects

PURPOSE/BACKGROUND:

The work generally consist of new construction and remodeling to an existing structure for the addition of handicap qualified, hydraulic elevator, providing access from the main entry level to the lower level display areas.

RECOMMENDATION:

That the City Council approve the award of Bid Number 99.1739.09, Natural History Museum elevator addition to Complete Construction and Remodeling Inc. in the amount of \$156,439 and approve the construction conflicts and contingency amount \$17,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.1739.09

DATE of CONTRACT December 15, 1999

NAME AND ADDRESS OF CONTRACTOR

Complete Construction & Remodeling Inc
313 S. Jones Blvd.
Las Vegas, NV 89107

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Natural History Museum - Elevator Addition** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.1739.09**, and **Complete Construction & Remodeling Inc's** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

One hundred fifty-six thousand four hundred thirty-nine and 00/100 dollars

\$156,439.00

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

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

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

Formal Bid 99.1739.09

Contract Drawings No. 513-50B- Date: June 16, 1999

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/99 THROUGH 9/30/00

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

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

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN 140 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of One thousand dollars (\$ 1000.00) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Addendum No. 1 - dated November 17, 1999

Addendum No. 2 - dated November 19, 1999

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

CITY OF LAS VEGAS

CONTRACTOR Complete Construction & Remodeling Inc.

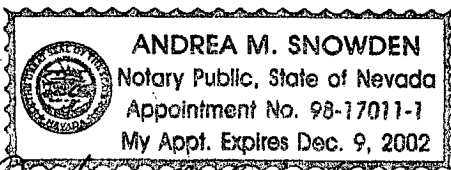
By *[Signature]*
(Mayor)

APPROVED AS TO FORM:

Thomas R. Green (Name of Contractor)
1-11-00 Date

Attest *[Signature]*
(City Clerk)

By <u><i>[Signature]</i></u>	<u>President</u>
	(Signature)
	(Title)
Attest <u><i>[Signature]</i></u>	
	(Secretary)



Andrea M. Snowden
Notary

INSTRUCTIONS

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

FROM : COMPLETE CONSTRUCTION COMPANY PHONE NO. : 7022439240

Dec. 17 1999 01:17PM P3

PERFORMANCE BONDBOND NUMBER **NB4039**DATE EXECUTED **12-21-99**

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

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum ***\$156,439.00*** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. **99173909RC** of the City's specifications, entitled **Natural History Museum - Elevator Addition PWP#CL2000139**.

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

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

SIGNED this 21 day of December, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:
Travis L. Shogren

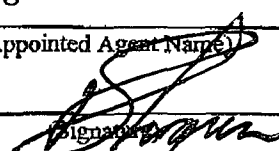
(Resident Agent)

9829

(State of Nevada, License Number)

Travis L. Shogren

(Appointed Agent Name)

By: 

Address: POB 15221 Las Vegas, NV 89114

Telephone: 702 281 8560

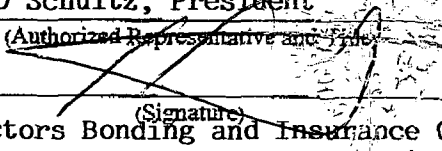
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Complete Construction and Remodeling, Inc.

(Principal Contractor)

Paul D Schultz, President

(Authorized Representative and Seal)

By: 

(Signature)

Contractors Bonding and Insurance Company

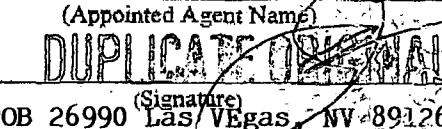
Surety:

2316

(State of Nevada, License Number)

James L. Neschke Attorney In Fact

(Appointed Agent Name)

By: 

Address: POB 26990 Las Vegas, NV 89126

Telephone: 702 878 2242

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

FROM : COMPLETE CONSTRUCTION COMPANY PHONE NO. : 7022439240

Dec. 17 1999 01:18PM P4

LABOR AND MATERIAL PAYMENT BONDBOND NUMBER NB4039
DATE EXECUTED 21 Dec 99

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

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$156,439.00*, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No 99173909RC, of the City's specifications, entitled PWPCL2000139 Natural History Museum Elevator Addition

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

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

SIGNED this 21 day of December 1999

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

Travis L. Shogren

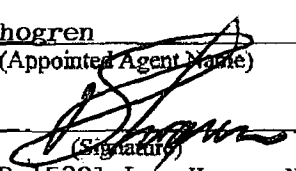
(Resident Agent)

9829

(State of Nevada, License Number)

Travis L. Shogren

(Appointed Agent Name)

By: 

(Signature)

POB 15221 Las Vegas, NV 89114

Address: _____

Telephone: 702 281 8560

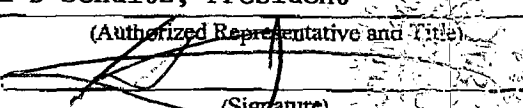
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Complete Construction and Remodeling, Inc.

(Principal Contractor)

Paul D Schultz, President

(Authorized Representative and Title)

By: 

(Signature)

Contractors Bonding and Insurance Company

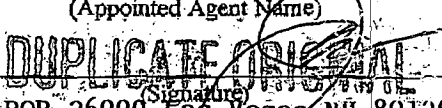
Surety: _____

2316

(State of Nevada, License Number)

James L. Neschke, Attorney In Fact

(Appointed Agent Name)

By: 

DUPLICATE ORIGINAL

Address: POB 26990 Las Vegas, NV 89126702 878 2242

Telephone: _____

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

FROM : COMPLETE CONSTRUCTION COMPANY PHONE NO. : 7022439240

Dec. 17 1999 01:19PM P5

GUARANTEE BONDBOND NUMBER **NB4039**
DATE EXECUTED **21 Dec 99**

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

GUARANTEE for Complete Construction and Remodeling, Inc.
(Name and Address of Prime Contractor) 316 S Jones Las Vegas, NV 89107

We hereby guarantee that the PWP#CL2000-139 Natural History Museum Elevator Addition which we have constructed, has been completed in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, State of Nevada, without expense whatsoever to the City of Las Vegas ordinary wear and unusual abuse or neglect are exempted.

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

Date of Completion _____

SIGNED this _____ day of _____, 19____

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680A.300:Travis L. Shogren

(Resident Agent)

9829

(State of Nevada, License Number)

Travis L. Shogren

(Appointed Agent Name)

By: _____

(Signature)

Address: POB 15221 Las Vegas, NV 89114Telephone: 702 281 8560Telephone: _____
(Local Agent)Telephone: _____
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Complete Construction and Remodeling, Inc.

(Principal Contractor)

Paul D Schultz, President

(Authorized Representative and Title)

By: _____

(Signature)

Contractors Bonding and Insurance Company

Surety: _____

2316

(State of Nevada, License Number)

James L. Neschke, Attorney In Fact

(Appointed Agent Name)

By: _____

(Signature)

Address: POB 26990
Las Vegas, NV 89126Telephone: 702 878 2242

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



Limited Power of Attorney

Home Office:
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
(206) 622-7053

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington, and having its principal office in Seattle, King County, Washington, does by these presents make, constitute and appoint JAMES L. NESCHKE, of Las Vegas, Nevada, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no Attorney-in-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$6,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$ 6,000,000; and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the CONTRACTORS BONDING AND INSURANCE COMPANY on September 8, 1998:

RESOLVED that the President of the Company is authorized to appoint any person as the Company's true and lawful Attorney-in-Fact with power and authority to execute and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, subject to such limits as shall be determined by the President of the Company; provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000.

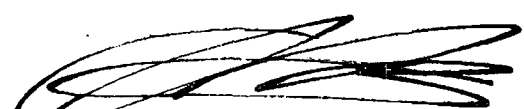
RESOLVED FURTHER that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing resolution in any Limited Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Sirkin, Steven A. Gaines, John Pieprzny, John A. Alkire, John D. Minto, Marc A. Mrkvicka, Larry A. Byers, Chery Neschke, Michael K. Neschke, and Andrea M. Snowden.

RESOLVED FURTHER that the signatures (including certification that the Power of Attorney is still in force and effect) of the President, Notary Public and person certifying authenticity and effectiveness, and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission, may be by facsimile; and such Limited Power of Attorney shall be deemed an original in all aspects.

RESOLVED FURTHER that all resolutions adopted prior to today appointing the above named as Attorney-in-Fact for CONTRACTORS BONDING AND INSURANCE COMPANY are hereby superseded.

IN WITNESS WHEREOF, CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 8th day of September, 1998.

CONTRACTORS BONDING AND INSURANCE COMPANY

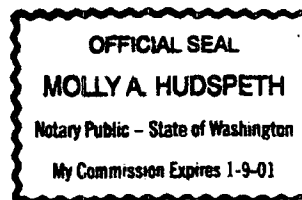
By: 
Steven A. Gaines, President

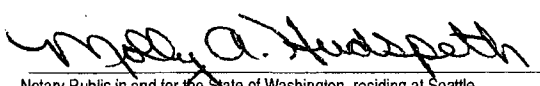


STATE OF WASHINGTON—COUNTY OF KING

On this 8th day of September, 1998, personally appeared STEVEN A. GAINES, to me known to be the President of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Washington, residing at Seattle

The undersigned, acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand at Las Vegas NV this 21 day of December, 1999

PoaJN01.14-US092398

Complete Construction and Remodeling, Inc. / PWP#CL2000-139
City Of Ly Natural History

DUPLICATE ORIGINAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
12/21/99

PRODUCER
 Aniello Insurance Agency
 3012 W. Charleston Blvd #150
 Las Vegas, NV 89102
 702 259-0250

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

INSURERS AFFORDING COVERAGE

INSURED
 Complete Construction & Remodeling, Inc
 316 South Jones
 Las Vegas, NV 89107

INSURER A: Employers Mutual Casualty Company
 INSURER B: Sierra Health & Life
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

IS/IR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC	1X9481999	12/03/99	12/03/00	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	1X9481999	12/03/99	12/03/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY- EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	L1000396400	10/26/99	10/26/00	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: #99.1739.09 RC Natural History Museum - Elevator Addition
 Certificate holder is named as additional insured

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

City of Las Vegas Purchasing &
 Contracts Dept.
 400 Stewart Avenue
 City Hall 1st Floor
 Las Vegas, NV 89101
 Attn: Robert L. Crutchfield

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO DELIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Babette M. D. Haul

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 1x9481999

COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT NAME: #99.1739.09-rc pwp #cl-2000-139

NATURAL HISTORY MUSEUM ELEVATOR ADDITION

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of revision number one to Purchase Order 206750, telephone maintenance for the Information Technologies Department - Department of Information Technology - Award recommended to: SPRINT (\$22,641 - General Fund)

Fiscal Impact☐**No Impact****Amount: \$22,641**☒**Budget Funds Available****Dept./Division: Information Technologies**☐**Augmentation Required****Funding Source: General****PURPOSE/BACKGROUND:**

The original purchase order was written for two months at \$7,547 per month. Due to delays in awarding an annual contract, the purchase order needs to be revised to continue on a month to month basis at a cost of \$7,547 per month. The purchase order was awarded as a sole source to Sprint due to the fact that they have maintained the system for the past two years and it would not be in the best interest of the City to try and bring in another contractor during the bidding process. Award of an annual contract is anticipated no later than March 1, 2000.

RECOMMENDATION:

That the City Council approve the issuance of revision number one to Purchase Order 206750 for telephone maintenance to Sprint in the amount of \$22,641.

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - Motion to APPROVE:****Items 3 through 5, 7, 9, and 10****Items 12 through 51****Items 53 through 73**

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE to 1/19/2000 under separate action (see individual item)**

Item 8 and 52: **APPROVED under separate actions (see individual items)**

Item 11: **STRICKEN under separate action (see individual item)**

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of revision number 2 to Purchase Order Number 203405, annual requirements contract for linen and towel rental service - Department of Fire Services - Award recommended to: SOUTHWEST LINEN (\$17,209.25 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$17,209.25

☒

Budget Funds Available

Dept./Division: Fire Services

☐

Augmentation Required

Funding Source: General

PURPOSE/BACKGROUND:

On December 15, 1997, City Council approved the award of Bid Number 98.JAN.01, annual requirements contract for linen and towel rental service in the amount of \$49,790.75. Revision number one will add an additional \$17,209.25 to the purchase order to cover additional services required due to the increase in paramedic transport.

RECOMMENDATION:

That the City Council approve revision number one of Purchase Order Number 203405 for the annual requirements contract for linen and towel rental service to Southwest Linen in the amount of \$17,209.25.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of rescission of award of Revision Number Two to Purchase Order 203931 for the design of the audio/visual upgrade of Council Chambers - Department of Public Works - Award recommended to: THOUGHTFUL DESIGN

Fiscal Impact☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:** Public Works/Building Services☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

On November 17, 1999, Council awarded Revision Number Two to Purchase Order 203931 for additional consultant services for the upgrade of the Council Chambers. The item should have read "award of Contract Modification Number Two" instead of "Revision Number Two." The corrected item appears on the December 15, 1999 agenda for Council award

RECOMMENDATION:

That the City Council rescind the award of Revision Number Two to Purchase Order 203931 for the design of the audio/visual upgrade of the Council Chambers to Thoughtful Design in the amount of \$5,915.

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - Motion to APPROVE:****Items 3 through 5, 7, 9, and 10****Items 12 through 51****Items 53 through 73**

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Contract Modification Number Two to an agreement for the design of the audio/visual upgrade of Council Chambers - Department of Public Works - Award recommended to: THOUGHTFUL DESIGN (\$5,915 - Capital Projects Fund)

Fiscal Impact

☐ No Impact	Amount: \$5,915
☒ Budget Funds Available	Dept./Division: Public Works/Building Services
☐ Augmentation Required	Funding Source: Capital Projects

PURPOSE/BACKGROUND:

This request will provide for additional consultant, designer and drafting time. The basis for the additional costs are outlined in the approved contract under section 2.5.

RECOMMENDATION:

That the City Council approve Contract Modification Number Two to an agreement for the design of the audio/visual upgrade of the Council Chambers to Thoughtful Design in the amount of \$5,915.

BACKUP DOCUMENTATION:

Contract Modification (2)

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: Oct. 25, 1999

BID #:

PURCHASE ORDER #: 203931

SUPPLEMENT #:

MODIFICATION #: 2

NAME AND ADDRESS OF CONTRACTOR:

Thoughtful Designs
6050 Valley View Blvd.
Las Vegas, Nevada, 89118

CONTRACT DESCRIPTION:

Design of Council Chambers Technology Upgrade

DESCRIPTION AND REASON FOR MODIFICATION:

Change of scope in project. At completion of design, we asked Thoughtful Designs for a budgetary figure for construction costs. When they delivered the figures based on their design, they were asked to reduce the estimated costs by almost 30%. This change order includes all senior consultant, designer, and additional drafting time required by the scope change. The basis for additional costs were outlined in the approved contract under section 2.5

CONTRACT CONTINGENCY AMOUNT: \$ 0.00

REMAINING: \$ 0.00

PRICE OF THIS MODIFICATION (WRITTEN): Five thousand nine hundred fourteen and 70 cents DOLLARS: \$ 5,914.70

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): N/A # DAYS: N/A

ORIGINAL COMPLETION DATE: N/A NEW COMPLETION DATE: N/A

PRICE OF ORIGINAL CONTRACT: \$ 64,473.00

PRICE OF ALL PREVIOUS MODIFICATIONS: \$ 4,807.35 (# 1 through 1)

PRICE OF THIS MODIFICATION: \$ 5,914.70

PRICE OF CONTRACT (INCLUDING MODIFICATIONS): \$ 75,195.05

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DIRECTOR APPROVAL:

DIRECTOR OF FINANCE AND BUSINESS SERVICES APPROVAL:

DEPUTY CITY MANAGER APPROVAL:

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN THE STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

(SIGNATURE)
Michael J. McDonald, Mayor Pro Tem
December 15, 1999
(DATE)

ATTEST:

(CITY CLERK)

THOUGHTFUL DESIGNS

NAME OF CONTRACTOR

BY:

11-12-99
DATE

PRESIDENT

(TITLE)

CITY MANAGER APPROVAL

MANAGER, PURCHASING AND CONTRACTS DIVISION

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Contract Modification Number One to Bid Number 99.08402.02 for the replacement of the fire pump at City Hall - Department of Public Works - Award recommended to: CERTIFIED FIRE PROTECTION (\$3,070 - Capital Projects Fund)

Fiscal Impact

☐	No Impact	Amount: \$3,070
☒	Budget Funds Available	Dept./Division: Public Works/Building Services
☐	Augmentation Required	Funding Source: Capital Projects

PURPOSE/BACKGROUND:

On May 24, 1999, City Council awarded Bid Number 99.08402.02 for the replacement of the fire pump at City Hall in the amount of \$73,950 with a construction conflicts and contingency amount of \$6,050. This request will provide for the relocation and replacement of the riser for the lower level due to the larger pump motor of the fire pump. In addition, the test header was replaced so that all piping in the fire pump room would be capable of the new pump. The contingency amount was utilized. This modification is to augment the amount necessary to meet the total change order.

RECOMMENDATION:

That the City Council approve Contract Modification Number One to Bid Number 99.08402.02 for the replacement of the fire pump at City Hall to Certified Fire Protection in the amount of \$3,070.

BACKUP DOCUMENTATION:

Contract Modification (2)

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE** to 1/19/2000 under separate action (see individual item)

Item 8 and 52: **APPROVED** under separate actions (see individual items)

Item 11: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: Oct. 25, 1999

BID #: 99.08402.02

PURCHASE ORDER #: 205155

SUPPLEMENT #:

MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR: Certified Fire Protection
3400 W. Desert Inn #20
Las Vegas, Nevada, 89102

CONTRACT DESCRIPTION:
Replace Fire Pump at City Hall

DESCRIPTION AND REASON FOR MODIFICATION:

We replaced the electric fire pump at City Hall with a diesel powered fire pump. The new pump has a much larger motor. In order to fit the fire pump in the room, the pump had to be closer to the wall. This change order is to relocate and replace the riser for the lower level. We also replaced the test header so that all the piping in the fire pump room would be capable of the new pump. There was also a \$1,600 deduct to install lead acid batteries instead of Nickel Cadmium batteries.

We will be utilizing all the contingency amount. This change order is to augment the amount necessary to meet the total change order.

CONTRACT CONTINGENCY AMOUNT: \$ 6,050.00

REMAINING: \$ 0.00

PRICE OF THIS MODIFICATION (WRITTEN): Three thousand seventy and no cents

DOLLARS: \$ 3,070.00

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): N/A

DAYS: N/A

ORIGINAL COMPLETION DATE: N/A

NEW COMPLETION DATE: N/A

PRICE OF ORIGINAL CONTRACT: \$ 73,950.00

PRICE OF ALL PREVIOUS MODIFICATIONS: (# 1 through 1)

PRICE OF THIS MODIFICATION: \$ 9,120.00

PRICE OF CONTRACT (INCLUDING MODIFICATIONS): \$ 83,070.00

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DIRECTOR APPROVAL:

DIRECTOR OF FINANCE AND BUSINESS SERVICES APPROVAL:

DEPUTY CITY MANAGER APPROVAL:

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN THE STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

Michael J. McDonald, Mayor Pro Tem
December 15, 1999

ATTEST:

(CITY CLERK)

CERTIFIED FIRE PROTECTION INC.

NAME OF CONTRACTOR

BY:

DATE

SERVICE DEPT - SECRETARY - TREASURER 12-9-99

(TITLE)

CITY MANAGER APPROVAL

MANAGER, PURCHASING AND CONTRACTS DIVISION

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval for change of ownership for a Child Care Preschool License, Sunflower Head Start Center, 2660 Caselton, 89101, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)

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

Approval for change of ownership for a Child Care Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of ownership for a Child Care Center/Preschool License, H.R. Crawford Head Start Center, 1818 Balzar, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)

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

Approval of change of ownership for a Child Care Center/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of ownership for Child Care Center/Preschool License, Yvonne Atkinson-Gates Child Development Center (Head Start), 951 North Tonopah, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)

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

Approval of change of ownership for Child Care Center/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of ownership for a Child Care Preschool License, Marble Manor Head Start Center, 909 Morgan Avenue, 89106, From: Administrator: Jean S. Childs, To: Economic Opportunity Board of Clark County Administrator: Ethel Diana Goff - Ward 3 (Reese)

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

Approval of change of ownership for a Child Care Preschool License .

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of ownership for a Child Care Center/Preschool License, NALA Child Care Center, 323 N. Maryland Parkway, 89101, From: President: Avi L. Almeida, To: President: Zullie Franco - Ward 3 (Reese)

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

Approval of change of ownership for a Child Care Center/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Family Child Care Home License, Maria Amezcua, 4312 Thyme Avenue, 89110 - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Family Child Care Home License, Veronica Angelo, 2900 Jamestown, 89102
- Ward 1 (M. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE** to 1/19/2000 under separate action (see individual item)

Item 8 and 52: **APPROVED** under separate actions (see individual items)

Item 11: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home License, Glenna Buford, 5820 Kane Holly Street, 89130 - Ward 4 (Brown)

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

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - Motion to APPROVE:****Items 3 through 5, 7, 9, and 10****Items 12 through 51****Items 53 through 73****carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV****Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)****Item 8 and 52: APPROVED under separate actions (see individual items)****Item 11: STRICKEN under separate action (see individual item)****MINUTES:**

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of change of license classification and change of name for a Family Child Care Home License (1-6 children) From: Kathryn Olsen, Family Home (1-6 children), To: Growing Kids Child Care, Kathryn Olsen Group Home (7-12 children), 601 Mayfield, 89107 - Ward 1 (M. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of change of license classification and change of name for a Family Child Care Home License (1-6 children)

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of change of ownership and change of name for Child Care Center/Nursery/Preschool License, From: Reach Out, 1522 Pinto Lane, 89106, Cynthia R. Small, Pres, Laurel S. Davis, Secy, Craig Whiting, Treas, To: Reach Out Day Care Learning Center, 1522 Pinto Lane, 89106, Economic Opportunity Board of Clark County Administrator, Ethel Diana Goff - Ward 1 (M. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of change of ownership and change of name for Child Care Center/Nursery/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Package Liquor License, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug #347, 9851 West Charleston Blvd., Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Package Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with **L. McDONALD** abstaining on Item 5 to avoid any possible conflict as it pertains to **UNLV** and she is the Marketing Director at **UNLV**

Item 6: **ABEYANCE** to 1/19/2000 under separate action (see individual item)

Item 8 and 52: **APPROVED** under separate actions (see individual items)

Item 11: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #359, 232 N. Jones Blvd., Smith's Food & Drug Center #377, 850 S. Rancho Dr., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 1 (M. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of officers for Package Liquor Licenses

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #385, 2211 N. Rampart Blvd., Smith's Food & Drug #347, 9851 W. Charleston Blvd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 2 (L.B. McDonald)

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

Approval of officers for Package Liquor Licenses

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - Motion to APPROVE:****Items 3 through 5, 7, 9, and 10****Items 12 through 51****Items 53 through 73**

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Price Rite #553, 3602 E. Bonanza Rd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 3 (Reese)

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

Approval of officers for Package Liquor Licenses

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of officers for Package Liquor Licenses, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center #383, 4440 N. Rancho Dr., Price Rite #554, 1941 N. Decatur Blvd., Abel T. Porter, Dir, CEO, Pres, Kenneth Thrasher, Dir, EVP, Roger A. Cooke, Dir, SVP, Secy, Robert B. Dimond, VP, Treas, Mary Z. Hicks, Liquor Supervisor - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of officers for Package Liquor Licenses

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of officer for a Beer/Wine/Cooler On-Sale Liquor License, Food Express, Inc., dba Food Express, 2003 S. Decatur Blvd., # B & C, Chi Kit Leung, Dir, Secy, 36% - Ward 1 (M. McDonald)

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

Approval of officer for a Beer/Wine/Cooler On-Sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of manager for a Package Liquor License, Smith's Food & Drug Centers, Inc., dba Smith's Food & Drug Center, 850 S. Rancho Dr., Sheryl Ann Smith, Store Director - Ward 1 (M. McDonald)

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

Approval of manager for a Package Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of business name for a Tavern Liquor License and Restricted Gaming License for 15 slots, Bullys of Nevada, Inc., dba From: Ye Irish Porker, To: Gamblers Hide A Way, 1945 S. Las Vegas Blvd., Kenneth L. Lehman, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

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

Approval of change of business name for a Tavern Liquor License and Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of business name for Tavern Liquor License and Restricted Gaming License for 15 slots, Wheel of Gold, Inc., dba From: Chinese Village, To: Pandora's Lounge, 608 N. Rainbow Blvd., Tjeng Sio To, Dir, Pres, VP, Secy, 100%, Frederick Shing Yiu To, Dir, Treas - Ward 1 (M. McDonald)

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

Approval of change of business name for Tavern Liquor License and Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Temporary approval of a new Independent Massage Therapist License, Renee Licata, dba Renee Licata, 550 Oakmont Avenue, #1722, Renee Licata, 100% - (County)

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

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Renee Licata, dba Renee Licata, 550 Oakmont Avenue, #1722, Renee Licata, 100% - (County)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Temporary approval of a new Independent Massage Therapist License, Mary Wang, dba Mary Wang, 2317 Chapman Hill Drive, Mary M. Wang, 100% - Ward 2 (L.B. McDonald)

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

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Mary Wang, dba Mary Wang, 2317 Chapman Hill Drive, Mary M. Wang, 100% - Ward 2 (L.B. McDonald)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Gina Mondavi, dba Gina Mondavi, 8630 S. Eastern Avenue, Wallace R. Mondavi, 100% - (County)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Gina Mondavi, dba Gina Mondavi, 8630 S. Eastern Avenue, Wallace R. Mondavi, 100% - (County)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Temporary approval of a new Independent Massage Therapist License, Ju Hua Li, dba, Jane Li, 3909 W. Sahara Avenue, Suite 6, Ju H. Li, 100% - Ward 1 (M. McDonald)

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

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Ju Hua Li, dba, Jane Li, 3909 W. Sahara Avenue, Suite 6, Ju H. Li, 100% - Ward 1 (M. McDonald)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Kirsten Knox, dba Kirsten Knox, 8016 Delightful Avenue, Kirsten S. Knox, 100% - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Kirsten Knox, dba Kirsten Knox, 8016 Delightful Avenue, Kirsten S. Knox, 100% - Ward 2 (L.B. McDonald)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Temporary approval of a new Independent Massage Therapist License, Katherine L. Crawford, dba Katherine L. Crawford, 8400 W. Charleston Blvd., #224, Katherine L. Crawford, 100% - Ward 2 (L.B. McDonald)

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

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Katherine L. Crawford, dba Katherine L. Crawford, 8400 W. Charleston Blvd., #224, Katherine L. Crawford, 100% - Ward 2 (L.B. McDonald)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Herbert George Levy, dba Herbert George Levy, 5155 S. Torrey Pines, #1097, Herbert G. Levy, 100% - (County)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Herbert George Levy, dba Herbert George Levy, 5155 S. Torrey Pines, #1097, Herbert G. Levy, 100% - (County)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Shelton D. Bailey, dba Health Axis Massage Therapy, 4426 E. Cleveland Avenue, Shelton D. Bailey, 100% - (County)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Shelton D. Bailey, dba Health Axis Massage Therapy, 4426 E. Cleveland Avenue, Shelton D. Bailey, 100% - (County)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License subject to the provisions of the planning and fire codes, Stephanie L. Daugherty, dba Stephanie L. Daugherty, 7310 Smoke Ranch Road, Suite M, Stephanie L. Daugherty, 100% - Ward 4 (Brown)

Fiscal Impact

☒ No Impact	Amount:
☐ Budget Funds Available	Dept./Division:
☐ Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License subject to the provisions of the planning and fire codes, Stephanie L. Daugherty, dba Stephanie L. Daugherty, 7310 Smoke Ranch Road, Suite M, Stephanie L. Daugherty, 100% - Ward 4 (Brown)**

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of change of location for an Independent Massage Therapist License, Manon Leberger, dba Manon Leberger, From: 12 Via Del Cedo, To: 3609 Shanagolden Street, Manon J. Leberger, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of change of location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

none

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of change of business name for an Independent Massage Therapist License, John Selissen, dba From: John Selissen, To: Uplifting Massage, 7699 Kalmalii Avenue, John J. Selissen, 100% - (County)

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

Approval of change of business name for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

none

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Franchise Manager for a Beer/Wine/Cooler Off-Sale Liquor License, Southland Corporation, dba 7-Eleven Food Store #27085, 1990 North Rainbow Boulevard, Linus Litowsky, Franchise Mgr - Ward 1 (M. McDonald)

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

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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Approval of Franchise Manager for a Beer/Wine/Cooler Off-Sale Liquor License, Southland Corporation, dba 7-Eleven Food Store #27085, 1990 North Rainbow Boulevard, Linus Litowsky, Franchise Mgr - Ward 1 (M. McDonald)**

This applicant applied for approval of suitability as franchise manager of this store on October 14, 1999. The favorable police report was not completed until November 22, 1999 and was not received by this office until November 23, 1999. As a result, we were unable to place this item before the City Council on the December 1, 1999 agenda.

In addition, the report was inadvertently attached to the wrong referral. We are requesting this application be added to the December 15, 1999 City Council agenda to avoid further delay for this applicant.

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FIRE & RESCUE****DIRECTOR: MARIO TREVINO**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Memorandum of Understanding between the Office of Justice Programs and Las Vegas Fire & Rescue for the Fire Department to participate in a demonstration and assessment of the TRP-1000 Transportable Interconnect System on a twelve month basis. (No fiscal impact - this piece of communications equipment will be donated to the City from the Office of Justice Programs after the twelve month assessment period).

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

Las Vegas Fire & Rescue was recommended by the International Association of Fire Chiefs (IAFC) to participate in a pilot demonstration project to illustrate the effectiveness of the TRP-1000 Transportable Interconnect System. This system is designed to allow radio to radio voice communication during a major emergency between any of the radio systems currently in use throughout the agencies in the Las Vegas metropolitan area. Currently, Police and Fire agencies utilize incompatible radio systems, making communications difficult. This system would allow for effective intercommunications.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval of the Memorandum of Understanding between the Office of Justice Programs and Las Vegas Fire & Rescue.

BACKUP DOCUMENTATION:

Memo of Understanding between the Office of Justice Programs and Las Vegas Fire & Rescue.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

City of Las Vegas

Agenda Item No. 50

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 50 - Memorandum of Understanding between the Office of Justice Programs and Las Vegas Fire & Rescue

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264



ACTION TAKEN

*not signed
as of 2/2/2000
Date*

Washington, D.C. 20531

**Memorandum of Understanding
between the
The Office of Justice Programs
and the
Las Vegas Fire Department**

This memorandum sets forth terms of an agreement between the Office of Justice Programs (OJP) and the Las Vegas Fire Department on participation in a demonstration and assessment of the TRP-1000 communication interface/interconnect system. OJP's involvement in this demonstration and assessment will be conducted through the Office for State and Local Domestic Preparedness Support and the National Institute of Justice.

I. Authority

The Assistant Attorney General, as the administrator for the Office for State and Local Domestic Preparedness Support, is given the authority under section 102 of the Omnibus Crime Control and Safe Streets Act, as amended, codified at 42 U.S.C. § 3712(a)(4), to maintain liaison with public and private educational and research institutions, State and Local governments, and governments of other nations relating to criminal justice.

The Director of the National Institute of Justice (NIJ) is given the authority under section 202 of the Omnibus Crime Control and Safe Streets Act, as amended, codified at 42 U.S.C. section 3722, to enter into agreements with other public agencies to conduct research, demonstrations, or special projects pertaining to the purposes of improving the Federal, State, and local criminal justice systems and preventing and reducing crime, and to provide technical assistance and training in support of tests, demonstrations, and special projects.

II. Background

A successful response to a terrorist attack involving conventional and non-conventional weapons of mass destruction (WMD) requires effectively coordinating the activities of a multi-jurisdictional team. This requires a robust crisis and consequence management infrastructure providing the members of that team the ability to rapidly, clearly and concisely exchange information. This includes providing first responders from different agencies the ability to "talk" to each other using radio communications. This is a challenge. Even when they come from the same jurisdiction, the members of the first responder community, including fire and rescue,

hazardous materials (HAZMAT) teams, emergency medical services (EMS) and law enforcement are likely to be equipped with incompatible radio systems.

The President and the U.S. Congress recognized the need for Federal programs to assist the public safety community in preparing for terrorist attacks involving WMD. As part of the Fiscal Year 1999 Office of Justice Programs (OJP) first responder preparedness initiative, the Conference Report (H. Rpt. 105-825 at 998) accompanying the Justice Department's Fiscal Year 1999 Appropriations Act provides \$25 million to expand equipment and training programs targeted specifically to municipal fire and emergency services departments. The Office for State and Local Domestic Preparedness Support (OSLDPS), within OJP, has initiated a public safety communications initiative to address the problem of public safety communications.

The President and the U.S. Congress also recognized the need to provide State and local law enforcement first responders improved technology to combat terrorism. "Pursuant to the Antiterrorism and Effective Death Penalty Act of 1996" NIJ initiated a Counterterrorism Technology Initiative. As part of this initiative NIJ is supporting OSLDPS in this effort through technical assessment of the TRP-1000.

This agreement supports a nationwide demonstration and assessment, under operational conditions, of the TRP-1000, a communication interface/ interconnect system that appears to offer a solution to the challenge of providing first responders from public safety agencies with differing radio systems the ability to "talk" to each other. This collaborative effort, which is part of OSLDPS' public safety communications initiative, is executed under grant number 1999-TI-CS-0001, funded by OSLDPS..

III. Statement of Work

A. Objective

This effort has two objectives. First, to provide an improved capability to first responders to coordinate their activities. Second, to assess the performance of the TRP-1000 to lay the groundwork for future technology development efforts in this area. Funds permitting, other such systems will be evaluated at a future date.

B. Scope

This agreement provides for the participation of the Las Vegas Fire Department in the nationwide demonstration of the TRP-1000 system. OSLDPS, through its grant to JPS, will provide the Las Vegas Fire Department an OSLDPS-owned TRP-1000 system for operational employment. The Las Vegas Fire Department will employ the TRP-1000 system and will participate in NIJ's efforts to assess the system. NIJ will assess the TRP-1000 to lay the groundwork for future technology development efforts in this area. On successful completion of this twelve (12) month effort, as certified by the OSLDPS program manager in consultation with NIJ,

it is planned that the **Las Vegas Fire Department** will retain the system. The **Las Vegas Fire Department** may at a future date, by mutual agreement with OSLDPS and in consultation with NIJ, participate in a follow-up assessment effort.

C. Tasks

1. OSLDPS will:

- a. Provide through JPS a complete set(s) of the TRP-1000 system to the **Las Vegas Fire Department**.
- b. Provide through JPS one-time on-site training on the utilization and maintenance of this equipment to system operator(s) designated by the on-site at the **Las Vegas Fire Department**. The training will be at the modular level, which will enable the trainee to operate the system and equipment and to provide second level maintenance and repair.
- c. Provide the jurisdictions through a grant with JPS repair or replacement of defective items no cost to the **Las Vegas Department** during the warranty period of 18 months from the date of shipment.
- d. Transfer the TRP-1000 system upon successful completion of this effort to the **Las Vegas Department**, contingent upon the OSLDPS Program Manager's certification that the **Las Vegas Fire Department** has cooperated throughout the course of this project with NIJ's data collection needs.
- e. Identify the agencies to participate in this effort.

2. NIJ will:

- a. Develop and implement an assessment methodology, to include a technical assessment involving the U.S. Air Force Research Laboratory and Northeast Law Enforcement and Corrections Technology Center, an operational assessment in the context of NIJ's Alexandria, Virginia, AGILE testbed, and an operational assessment involving a representative sample of the agencies involved in this effort.
- b. Develop and publish a report detailing the findings and recommendations of these three assessments.
- c. In collaboration with the **Las Vegas Fire Department** develop a mutually agreed date and location for colloquium discussing the **Las**

Vegas Fire Department assessment of the TRP-1000.

- d. Keep the OSLDPS Program Manager informed in regard to the progress of this effort and the Las Vegas Fire Department part in it.

3. **The Las Vegas Fire Department will:**

- a. Identify and provide suitable personnel for on-site training on system utilization and maintenance by representatives of JPS.
- b. Deploy the TRP-1000 system.
- c. Communicate all system malfunctions and maintenance issues to JPS and OJP. All transportation costs for the return of the TRP-1000 and ancillary equipment to JPS for repair will be borne by the Las Vegas Fire Department.
- d. Cooperate with NIJ and/or OSLDPS personnel in data collection.
- e. In collaboration with NIJ develop a mutually agreed date and location for a colloquium discussing the Las Vegas Fire Department's assessment of the TRP-1000.
- f. Share this device with the other members of the public safety community.

D. **Deliverables**

- 1. The Las Vegas Fire Department will provide data relevant to system evaluation, to include periodic informal updates (e.g., phone, fax, e-mail, etc.) to NIJ. With the concurrence of the OSLDPS Program Manager, the method and frequency of the provision of this data is to be mutually agreed upon by the Las Vegas Fire Department system operators and the NIJ representatives.
- 2. NIJ will develop and publish a report detailing the findings and recommendations of its assessment of the TRP-1000.

E. **Management and Key Personnel:**

- 1. OSLDPS Management

The OSLDPS project manager for this effort is Scott Kelberg (202) 305 - 2142/FAX (202) 616-2922 (e-mail: kelbergs@ojp.usdoj.gov)

2. NIJ Management

The NIJ project manager is Dr. Peter Nacci (703) 6351 - 88218/FAX (703) 351 - 8662 (e-mail: pnacci@darpa.mil).

3. Las Vegas Fire Department Management

Las Vegas Fire Department Management is Deputy Chief Jeffrey Morgan

The Las Vegas Fire Department POC for this effort is Deputy Chief Jeffrey Morgan (702) 229 - 0309 /FAX - 702-384-1667.

F. Funding:

Each of the parties to this agreement will provide the funds necessary to accomplish its respective tasks as agreed to in Section III of this agreement.

IV. Agreement Period

The period of performance for this project is anticipated to be 12 months from the date of execution of this agreement.

Nothing in this agreement shall obligate the Signatories or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

V. Modification

This agreement may be modified, in whole or in part, by the mutual written agreement of the parties to it, at any time during the Agreement Period.

VI. Termination

Any party may terminate this agreement in whole or in part, at any time during the Agreement Period with at least 60 calendar days advanced notification to the other parties. Should the agreement be terminated prior to obtaining any useful data on system performance, OSLDPS reserves the right to recover the TRP-1000 system from the Las Vegas Fire Department.

VII. Public Information Coordination

Public disclosure of information regarding projects and activities conducted under this Agreement will be subject to the Freedom of Information Act (5 U.S.C. Section 552). Prior to disclosure of requested information, the parties shall consult with each other regarding any such proposed disclosure.

VIII. Liability

Subject to the limitations on liability for municipalities found in Nevada Revised Statutes 41 et. seq., the Las Vegas Fire Department hereby agrees to hold OSLDPS harmless from any liability or loss resulting from the use, misuse or malfunction of any equipment provided under Grant Number 1999-TI-CX-0001 and subject to this MOU. Furthermore, subject to the limitations on liability for municipalities found in Nevada Revised Statutes 41 et. seq., the Las Vegas Fire Department agrees that it will indemnify OSLDPS and NIJ for any damages to life or property resulting from the use, misuse or malfunction of any such equipment.

IX. Signatures

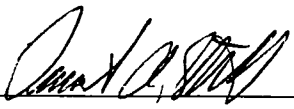
Laurie Robinson, Assistant Attorney
General

The Honorable Oscar B. Goodman
Mayor of Las Vegas

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/1/99
Date

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to create the positions of City Council members for Wards 5 and 6 (Estimated \$98,498 annualized from the General Fund)

Fiscal Impact☐**No Impact****Amount: \$98,498**☐**Budget Funds Available****Dept./Division: City Council Office**☒**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

On November 17, 1999, the City Council appointed Lawrence Weekly and Michael Mack to serve as members of the City Council representing Wards 5 and 6 effective January 1, 2000

RECOMMENDATION:

To approve the creation of the City Council member positions for Wards 5 and 6.

BACKUP DOCUMENTATION:

Position Create-Change Forms

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE to 1/19/2000 under separate action** (see individual item)

Item 8 and 52: **APPROVED under separate actions** (see individual items)

Item 11: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Council
Division: City Council
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position

If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: City Councilman
Grade: EL.5
Position Type: Regular
Fill Date: 1/1/00
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 01000 / 01251
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

New Council member for Ward 5.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 23,677 Annualized \$ 49,249 * Current fiscal year budgeted amount \$ -0-

Finance Notes: Fiscal impact calculated at actual salary - EL 5.

New Seq. #, if applicable:

Calculated by: L. Kutch	Date: 12/1/99
Approved by: M. Sheets	Date: 12/1/99
Budget & Finance Mgr.: C. Falder	Date: 12/1/99
Entered by:	Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.

 Authorized Signature

12-1-99

 Date

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Council
Division: City Council
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: City Councilman
Grade: EL.5
Position Type: Regular
Fill Date: 1/1/00
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 01261
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

New Council member for Ward 6.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 23,677

Annualized \$ 49,249 *

Current fiscal year budgeted amount \$ -0-

Finance Notes: Fiscal impact calculated at actual salary - EL5.

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99
 Approved by: M. Sheets Date: 12/1/99
 Budget & Finance Mgr: C. Falder Date: 12/1/99
 Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.

 Authorized Signature

 Date

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to create the positions of 4 Management Analysts and 2 Senior Executive Assistants
(Estimated \$309,299 annualized from the General Fund)

Fiscal Impact☐**No Impact****Amount: \$309,299**☐**Budget Funds Available****Dept./Division: City Manager's Office**☒**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

These positions are being created as a result of the appointment of the Council members for
Wards 5 and 6

RECOMMENDATION:

That Council approve the creation of the Management Analyst I and Senior Executive Assistant
positions

BACKUP DOCUMENTATION:

Position Create-Change Forms

MOTION:

**M. McDONALD - APPROVED as recommended, adding one Management Analyst
position - UNANIMOUS**

MINUTES:

RICK ANDERSON, Director, Human Resources Department, indicated that after reviewing the
staffing levels, staff realized that five Management Analysts positions are needed instead of four
in order to fully complement the City Council office staff. The addition would increase the
annualized total cost to \$47,392. He requested approval with the recommended change.

There was no further discussion.

(10:25 - 10:27)

1-2103

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Manager's Office
Division: Ward Liaison
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Management Analyst I
Grade: AP.4
Position Type: Regular
Fill Date: 12/27/99
Scheduled Hours per Week: 20
Duration: on-going

Budget Org: 02200 / 02201
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

This is a Ward Liaison for the two new City Council members. Employee is Lenny Skar, scheduled to work 20 hours per week, part time salary \$18,000 annually.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 12,563 Annualized \$ 25,126 * Current fiscal year budgeted amount \$ -0-
 Finance Notes: Part time position (20 hrs per week); fiscal impact based on salary.

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99
 Approved by: C. Falder Date: 12/1/99
 Budget & Finance Mgr.: C. Falder Date: 12/1/99
 Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
- ☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.



 Authorized Signature

 Date

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Manager's Office
Division: Ward Liaison
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Management Analyst I
Grade: AP.4
Position Type: Regular
Fill Date: 12/27/99
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 02201
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

This is a new Ward Liaison to serve the two new City Council members. Employee is Ricky Barlow, salary \$36,000 annually.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 23,696 Annualized \$ 47,392 * Current fiscal year budgeted amount \$ -0-

Finance Notes: Fiscal Impact calculated on actual salary.

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99

Approved by: C. Falder Date: 12/1/99

Budget & Finance Mgr. C. Falder Date: 12/1/99

Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.



Authorized Signature

Date

12-1-99

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Manager's Office
Division: Ward Liaison
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Management Analyst I
Grade: AP.4
Position Type: Regular
Fill Date: 12/27/99
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 02200 / 02201
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed

Human Resources Approval

This is a Ward Liaison for the two new City Council members. Employee is Terry Malone, salary \$36,000 annually.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 23,696 Annualized \$ 47,392 * Current fiscal year budgeted amount \$ -0-
 Finance Notes: Fiscal impact calculated at actual salary.

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99
 Approved by: C. Falder Date: 12/1/99
 Budget & Finance Mgr. C. Falder Date: 12/1/99
 Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.

 Authorized Signature

 Date

- ☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Manager's Office
Division: Ward Liaison Office
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Management Analyst I
Grade: AP.4
Position Type: Regular
Fill Date: 12/16/99
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 02200 / 02201
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

This is the last Ward Liaison for the two new Council members. Start date may be later in December, but not much later. Salary will probably be close, if not equal to, the \$36,000 paid to the other three Ward Liaisons.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 32,226

Annualized \$ 59,849 *

Current fiscal year budgeted amount \$ -0-

Finance Notes: Fiscal impact calculated at AP4 - midpoint.

New Seq. #, if applicable:

Calculated by: L. Kutch

Date: 12/1/99

Approved by:

Date:

Budget & Finance Mgr.: C. Falder

Date: 12/1/99

Entered by:

Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
- ☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.



Authorized Signature

Date

12-1-99

- ☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: City Council
Division: Office of City Council
Contact Person: Rick Anderson

Date Initiated: December 1, 1999
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: _____

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Budget Org.:
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Sr Executive Assistant
Grade: AP.5
Position Type: Regular
Fill Date: 12/16/99
Scheduled Hours per Week: 40
Duration: on-going

Budget Org: 01000 / 01251
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

This will be part of the new staff for the two new Council members. Employee is Karlette Adams, salary is \$45,000 annually.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 31,344 Annualized \$ 58,210 *
 Finance Notes: Fiscal Impact calculated at actual salary.

Current fiscal year budgeted amount \$ -0-

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99
 Approved by: C. Falder Date: 12/1/99
 Budget & Finance Mgr. C. Falder Date: 12/1/99
 Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.


 Authorized Signature

12-1-99
 Date

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas
POSITION CREATE-CHANGE FORM

Department: Mayor's Office s/b - City Council
Division: s/b -Office of City Council
Contact Person: Rick Anderson

Date Initiated: 12/1/99
Target Council Agenda Date: Dec. 15, 1999
Extension: 6961

Type of Request: Create Regular Position
 If Other was chosen, explain here: Also transfer employee to different org.

Current (For Dept. Use)

Position #: 1726
Job Title: Management Analyst II
Grade: AP.5
Budget Org.: 01000; employee costing 05401
Funding Source: General Fund

Proposed (For Dept. Use)

Job Title: Sr Executive Assistant
Grade: AP.5
Position Type: Regular
Fill Date: 12/16/99
Scheduled Hours per Week: 40
Duration: on-going
Budget Org: 01261
Funding Source: General Fund

Department Justification

Explain why this new position or change is needed.

Human Resources Approval

This is staff for Councilman Michael Mack, Ward 6. Employee will not receive a salary change.

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$ 38,409 Annualized \$ 71,330 * Current fiscal year budgeted amount \$ -0-
 Finance Notes: Employee remained in position #1726 - Executive Asst. - dual fill - (employee Mgt. Analyst II).
 Costing charged to HR; employee actually working in IT. Fiscal impact calculated at employee salary - AP5.

New Seq. #, if applicable:

Calculated by: L. Kutch Date: 12/1/99
 Approved by: C. Falder Date: 12/1/99
 Budget & Finance Mgr. C. Falder Date: 12/1/99
 Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; inclusion in the budget is not automatic - department must submit with next budget request.


 Authorized Signature

12-1-99
 Date

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: HUMAN RESOURCES

Agenda Item No.:

DIRECTOR: RICHARD ANDERSON

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Approval of payment for a rehabilitation buy-out award - Claim #9810-01 - as required under the workers' compensation statutes (\$25,000 from the Workers' Compensation Self-Insured Trust Fund)

Fiscal Impact

☐

No Impact

Amount: \$25,000

☒

Budget Funds Available

Dept./Division: Human Resources

☐

Augmentation Required

Funding Source: Workers' Compensation Self-Insured Trust Fund

PURPOSE/BACKGROUND:

Payment is pursuant to a stipulated settlement agreement between the City of Las Vegas and the claimant.

RECOMMENDATION:

It is recommended that the award of \$25,000 be approved.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE** to 1/19/2000 under separate action (see individual item)

Item 8 and 52: **APPROVED** under separate actions (see individual items)

Item 11: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: HUMAN RESOURCES

Agenda Item No.:

DIRECTOR: RICK ANDERSON☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of payment for a permanent partial disability award - Claim #9904-01 - as required under the workers' compensation statutes (\$41,738.14 from Workers' Compensation Self-Insured Trust Fund)

Fiscal Impact☐**No Impact****Amount: \$41,738.14**☒**Budget Funds Available****Dept./Division:** Human Resources☐**Augmentation Required****Funding Source:** Workers' Compensation Self-Insured Trust Fund**PURPOSE/BACKGROUND:**

A Fire Engineer was diagnosed with a cervical disc herniation after lifting air bottles into fill tank on SQ-1. The claimant has been rated by a state authorized medical doctor who determined that the injuries resulted in a 15 percent whole body impairment.

RECOMMENDATION:

It is recommended that the award of \$41,738.14 be approved.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE to 1/19/2000 under separate action** (see individual item)

Item 8 and 52: **APPROVED under separate actions** (see individual items)

Item 11: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: RICK ANDERSON**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval to renew employee independent term life and accidental death coverage with Standard Insurance Company (Estimated \$138,000 annualized from Employee Insurance Trust Fund)

Fiscal Impact☐**No Impact****Amount: \$138,000**☒**Budget Funds Available****Dept./Division: Human Resources**☐**Augmentation Required****Funding Source: Employee Insurance Trust Fund****PURPOSE/BACKGROUND:**

The City's current employee group life insurance contract is up for renewal. Based on the review of claims experience, modification to the contract accepting temporary employees as eligible employees and reimbursement of requests and claims processing, the renewal is appropriate.

RECOMMENDATION:

To approve the renewal of employee independent term life and death coverage with Standard Insurance Company

BACKUP DOCUMENTATION:

Renewal offer letter

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

STANDARD INSURANCE COMPANY

People. Not just policies.®

September 1, 1999

City of Las Vegas
Attn Group Insurance Administrator
400 E. Stewart Avenue
Las Vegas, Nevada 89101-2986

Group Policy 633404

You are a valued customer of Standard Insurance Company. We appreciate your business and your confidence in placing it with us. "People. Not Just Policies" is more than just a slogan, it's a promise of service at a more personal level...a commitment that separates us from the competition.

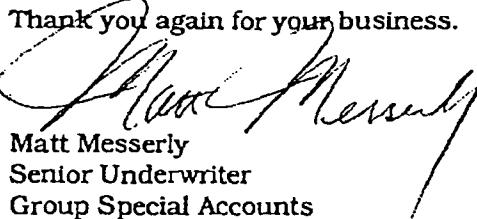
January 1, 2000 is the renewal date for your policy. We have carefully considered the changes in the composition of your group as it exists now and compared this with the composition when we last evaluated our pricing. The monthly rates reflected below illustrate changes in factors such as average age, occupation, gender and/or salary composition, and a review of experience to date. Your policy will next renew on January 1, 2001.

Premium Rates

<u>Insurance Coverage</u>	<u>Through December 31, 1999</u>	<u>Beginning January 1, 2000</u>
Term Life	\$ 0.30	\$ 0.33 per \$1,000
Dependents Life	\$ 0.48	\$ 0.48 per Member
Accidental Death and Dismemberment	\$ 0.04	\$ 0.04 per \$1,000

We are pleased to continue serving your group insurance needs. Please feel free to contact the Los Angeles Group Office at (818) 386-6200 if you have any questions regarding this renewal or the renewal process.

Thank you again for your business.


Matt Messerly
Senior Underwriter
Group Special Accounts

cc: John Stuart
Los Angeles Group Office
C5C
CSLA, W

City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the reduction in amount of lien located at 1210 N. Tonopah Dr. PROPERTY OWNER: JOHN W. ANDERSON (\$1,304.05)

Fiscal Impact

☐

No Impact

Amount: \$ 1,304.05

☒

Budget Funds Available

Dept./Division: Neighborhood Services/Response

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

The subject property was a vacant lot with trash and debris on the property. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K. O. Construction to abate the problem. Upon further study at the owners request, it has been determined there is a possibility some of the debris was a result of the City doing maintenance work in the area.

RECOMMENDATION:

That the City Council: 1.Reduce the lien from \$2,608.10 to \$1,304.05 and a release be issued in the amount of \$1,304.05 and share equally in the filing expenses. 2. Authorize that the Release be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Letter to property owner.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264



December 07, 1999

John W. Anderson
2428 Lexington St.
No. Las Vegas, NV 89030-3749

RE: 1210 N. Tonopah Dr

To Whom It May Concern:

On November 17, 1995, the City of Las Vegas caused the removal of trash, debris, vegetation and dirt piles at this address. A public hearing was held and a lien of assessment placed on your property in the amount of \$2,608.10.

Recently, it was brought to my attention that the City of Las Vegas has caused a certain amount of debris to be placed on the above property in an area cleanup effort. The Neighborhood Response Division has asked the City Council to reduce the lien from \$2,608.10 to \$1,304.05 and this item will be taken to public hearing for approval on December 15, 1999, on the morning consent agenda.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

David Semenza, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS/yl

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNNE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
SHARON SEGERBLOM

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3045
TDD 702.386.9108
www.ci.las-vegas.nv.us

City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Drainage Facility and Waterway Agreement from Union Pacific Railroad Company for portions of the East Half (E ½) of Section 33, T20S, R61E, M.D.M., for additional drainage channel improvements along the east side of the I-15 Freeway located between Charleston Boulevard and Bonneville Avenue (\$540,431/Clark County Regional Flood Control District)

Fiscal Impact☐**No Impact****Amount: \$540,431**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: CCRFCD****PURPOSE/BACKGROUND:**

Add drainage improvements as part of the I-15 Freeway Channel Project

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agreements

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

DRAIN.DOC 920301
Form Approved, AVP-Law

Folder No: 1829-71

DRAINAGE FACILITY & WATERWAY AGREEMENT

Mile Post: 333.200, CIMA Subdivision/Branch
Location: Las Vegas, Clark County, Nevada

THIS AGREEMENT is made and entered into as of November 16, 1999, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Licensor"), and **CITY OF LAS VEGAS**, a Nevada municipal corporation, to be addressed at 731 South Fourth Street, Las Vegas, 89101 (hereinafter the "Licensee").

RECITALS:

In order to improve drainage conditions the Licensee desires to construct a drainage facility in the vicinity of Licensor's right of way at Mile Post 333.200 on the CIMA Subdivision/Branch, located at or near Las Vegas, Clark County, Nevada (hereinafter the "Premises").

The drainage facilities to be constructed by the Licensee, at Licensee's expense, on the Premises are hereinafter collectively referred to as the "Drainage Facility". The Drainage Facility and Premises are shown on the print dated November 9, 1999, marked Exhibit "A", hereto attached.

The Railroad is agreeable to the Licensee constructing, maintaining and using the Drainage Facility upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and use the Drainage Facility.

Article II. LICENSE FEE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **NINE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$9,954.00).**

Article III. TEMPORARY CONSTRUCTION LICENSE AREA-FEE

Effective as the date first herein written, the Licensee agrees to pay to the Licensor the sum of **FIVE HUNDRED THIRTY THOUSAND FOUR HUNDRED SEVENTY-SEVEN (\$530,477.00)** for additional right to occupy certain areas of the Licensor's property during the construction of the Drainage Facility, the limits of which are shown as "Temporary Construction License Area" on the attached print dated November 9, 1999, marked Exhibit "A". These rights will commence on April 4, 2000 and expire October 4, 2001.

Article IV. CONSTRUCTION WORK TO BE PERFORMED BY LICENSEE.

The Licensee, at its sole expense, shall construct the Drainage Facility and perform the work described in the Recitals above and/or described in Exhibit "A".

Article V. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article VI. DEFERRED CONSTRUCTION.

The Licensor and Licensee acknowledge that conditions inherent in the Drainage Facility may cause the complete stabilization of Licensor's trackage supported by new cuts or fills to be deferred beyond the construction period, and that Licensor's operation over the roadbed during the seasoning period will impose extraordinary maintenance costs in the event of caving, sliding, slipping, sinking or settling, including damage to rip-rapping or protective work in connection therewith, as well as settlement and consolidation of tracks and ballast, until the seasoning period is complete. Therefore, the Licensee will pay to the Licensor, as a part of the consideration for this Agreement, all that part of the cost and expense of extraordinary maintenance (hereinafter referred to as "Deferred Construction") associated with the Drainage Facility which can be attributed to failure of subgrade, settlement, and consolidation of subballast, or roadbed, or any combination thereof, which are incurred during the period commencing immediately following completion of the work on the Drainage Facility by the Licensee or its contractor and ending five years thereafter. The Deferred Construction costs aforesaid shall include reimbursement of the extra cost, in excess of normal maintenance costs, of maintaining embankments and that portion of said tracks above subgrade in accordance with acceptable maintenance standards, and will include cost of maintaining proper alignment, proper surface and use of ballast and other necessary materials. The work of such Deferred Construction shall normally be performed by the Licensor either with its own forces or through responsible contractors employed by Licensor. In the event major construction is required for Deferred Construction, the Licensee, at its expense, may accomplish such major items by contract, subject to approval and inspection by the Licensor. Except in cases where the continuity of train service is involved or threatened, the Licensor shall submit to the Licensee plans, specifications and estimates for such Deferred Construction work and shall not commence such work until the plans, specifications, and estimates for such work have been approved by the Licensee. The Licensor shall furnish to the Licensee quarterly estimates of costs of Deferred Construction thirty (30) days prior to the beginning of each quarter. The Licensee shall reimburse the Licensor, as provided herein, upon receipt of properly certified invoices, in quadruplicate, supported by such reasonable evidence as may be required by the Licensee. The Licensor will accomplish the final work of Deferred Construction within one year after termination of the five-year period above defined. Bills for reimbursement shall be rendered by the Licensor at intervals not more frequently than monthly and not less frequently than quarterly.

Article VII. TERM; TERMINATION.

A. This Agreement shall take effect as of the date first herein written and, unless sooner terminated as set forth in Paragraphs (B) and (C) below, shall continue in full force and effect for so long as the Premises and Drainage Facility shall be used by the Licensee for the purposes set forth herein; provided, however, that if the Licensee shall abandon the use of the Drainage Facility and Premises, or any part thereof, for such purposes, this Agreement and the rights and privileges granted to Licensee herein as to the portion(s) so abandoned shall cease and terminate at the time such portions of the Drainage Facility and Premises are abandoned. Notwithstanding the provisions of this Article VII, the rights granted for the Temporary Construction License Area will commence on April 4, 2000 and expire on or before October 4, 2001.

B. If the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith and immediately terminate this Agreement by written notice to Licensee.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Article VIII. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Drainage Facility or Premises (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's Premises without first executing the Contractor's Right of Entry Agreement.

Article IX. INSURANCE.

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

Union Pacific Railroad Company is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Drainage Facility located on Railroad's right of way at Mile Post 333.200 on the CIMA Subdivision/Branch, at or near Las Vegas, Clark County, Nevada.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor.

C. All insurance correspondence shall be directed to:

Folder No.: 1829-71
 Director-Contracts
 Union Pacific Railroad Company
 Real Estate Department
 1800 Farnam Street
 Omaha, Nebraska 68102

Article X. SUBJECT TO CLAUSE

Without limiting the generality of Section 1 of Exhibit B, this license is specifically made subject to that certain Signboard and Wireline agreement dated July 23, 1998 between Union Pacific Company and Donrey Outdoor Advertising, identified in the Railroad company's records as Audit No. 206089, whereby the Railroad Company granted to Donrey Outdoor Advertising the right to construct and thereafter to maintain and operate a signboard and wireline on the right of way of the Railroad Company.

Article XI. SPECIAL PROVISIONS.

Sections 5, 7, and 10(b) and 10(c) of Exhibit B, hereto attached, are hereby amended to read as follows:

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF DRAINAGE FACILITY

(a) The License herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Drainage Facility to such new location or remove the Drainage Facility from such property, as the Licensor may designate, whenever the Drainage Facility substantially interferes with the furtherance of its needs and requirements. PROVIDED, HOWEVER, that the Licensee shall have the right to propose reasonable alternative new location or plans for removal of the Drainage Facility in the event Licensor determines that relocation or removal is required. This does not include a right to propose alternatives to Licensor's improvement plans. Licensee shall have 30 days following notification from Licensor of any undertaking contemplated by this Section in which to provide Licensor with alternative relocation or removal plans. Licensor shall then have 30 days in which to accept or reject such plans, which approval shall not be unreasonable withheld.

(b) All the terms, conditions and stipulations herein expressed with reference to the Drainage Facility on property of the Licensor in the location herein before described shall, so far as the Drainage Facility remains on the property, apply to the Drainage Facility as modified, changed or relocated within the contemplation of this section.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

Paragraph (b) is hereby deleted.

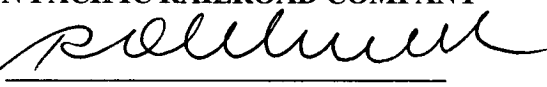
Section 10. INDEMNITY

(b) To the extent it may lawfully do so, the Licensee agrees to assume the risk of loss or damage to the Drainage Facility and to indemnify and hold harmless the Licensor from any Loss which is due to or arises from (i) the installation, construction, maintenance, repair, reconstruction, removal, use or existence of the Drainage Facility and appurtenances thereto, or any part thereof, including any break in the Drainage Facility wall or structure or any leakage, flow of water or flooding from the Drainage Facility, or (ii) Licensee's failure to comply with or perform any of the terms and conditions set forth in this Agreement, except to the extent that the Loss is caused by the sole and direct negligence of the Licensor; provided, however, that the foregoing indemnification provisions shall not apply to any claims, damages, costs and expenses that have been fully compensated for through the insurance required of Licensee in Exhibit B-1, or required of Licensee's contractor under the separate Contractor's Right of Entry Agreement. This section shall not constitute a waiver by the Licensee of any rights or protections it possesses under Chapter 41 of the Nevada Revised Statutes.

Paragraph (c) is hereby deleted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

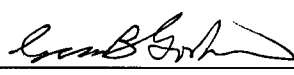
UNION PACIFIC RAILROAD COMPANY

By: 
ASSISTANT VICE PRESIDENT REAL ESTATE

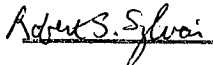
WITNESS

CITY OF LAS VEGAS

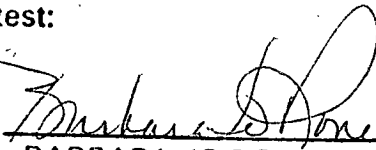
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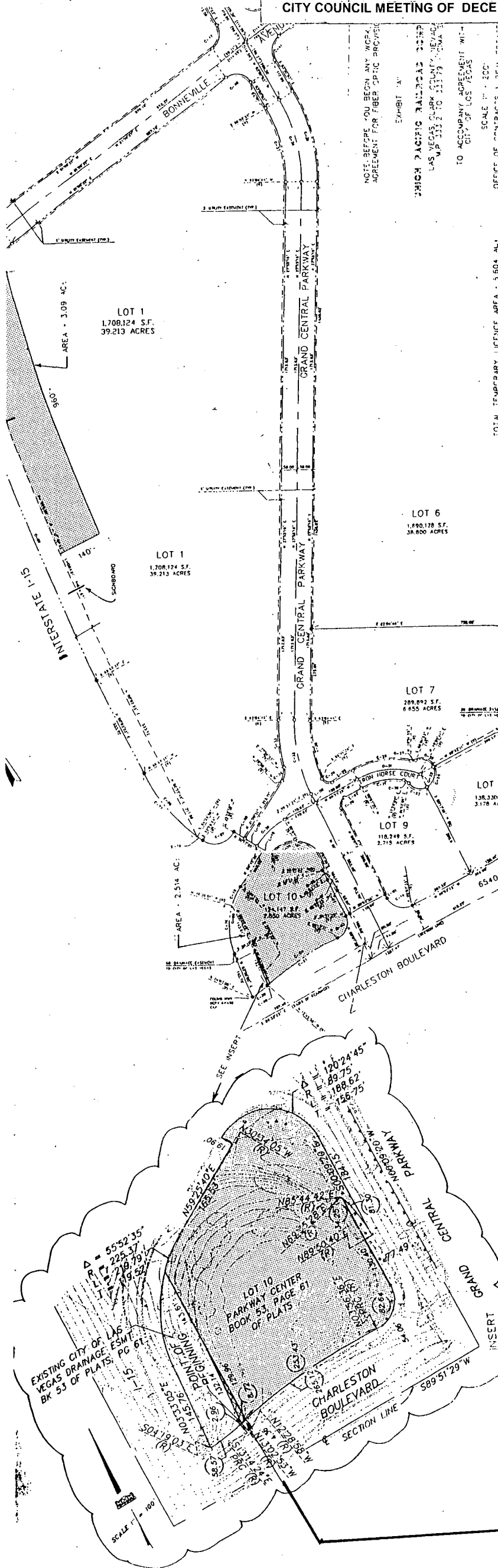
X 
Title _____

APPROVED AS TO FORM:

 11-29-99
Date

Attest:

By: 
BARBARA JO RONEMUS, City Clerk



8.72' ±
132.14' ±
129.96' ±
1" = 50'

EXHIBIT BSection 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Licensee shall submit the design of the Drainage Facility to the Licensor for Licensor's prior approval. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility shall be done to the satisfaction of the Licensor and in substantial conformance to the specifications, notes and cross sections shown on Exhibit A.

(b) The Licensee, at its sole expense, shall operate, maintain and use the Drainage Facility in a good and safe condition and shall keep the Drainage Facility free and clear of debris, sediment or obstructive matter which may or could interfere with or impede the proper functioning of the Drainage Facility.

(c) The Licensee shall not cross any trackage of Licensor with any vehicles except at existing, open public crossings. The Drainage Facility shall be installed by an approved method of construction, or if by the jacking and boring method, during jacking operations, the Licensee agrees to fill voids created between the embankment and pipe by pressure grouting. The Licensee shall provide adequate barrier protection around the entire excavation area.

(d) During the performance of excavating, constructing and maintaining the Drainage Facility, or any part thereof, the Licensee shall not excavate near the toe of the track embankment of the trackbed and will protect the trackbed in the design, construction and maintenance of the Drainage Facility. In the event of any settlement of the Licensor's embankment caused by excavation of the Drainage Facility, the Licensee, at its sole expense, shall restore Licensor's embankment to its proper grade and dimensions.

(e) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Drainage Facility, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Drainage

Drainage Fac 920301
Form Approved, AVP-Law

Facility, including any and all expense which may be incurred by the Licensor in connection therewith for inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF DRAINAGE FACILITY.

SEE ARTICLE XI

(a) ~~The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce or encase the Drainage Facility, or move all or any portion of the Drainage Facility to such new location, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor shall find such action necessary or desirable.~~

(b) ~~All the terms, conditions and stipulations herein expressed with reference to the Drainage Facility on property of the Licensor in the location hereinbefore described shall, so far as the Drainage Facility remains on the property, apply to the Drainage Facility as modified, changed or relocated within the contemplation of this section.~~

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Drainage Facility and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, and will commence no work on the right of way until all such protection or relocation has been accomplished.

SEE ARTICLE XI

(b) ~~In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Licensor's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property. Licensee shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.~~

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Drainage Facility, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Drainage Facility, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Drainage Facility or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

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Form Approved, AVP-Law

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Drainage Facility, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

SEE ARTICLE XI

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (b) damage to or loss or destruction of property whatsoever (including Licensee's property and adjacent property and crops, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

~~(b) To the extent it may lawfully do so, the Licensee agrees to assume the risk of loss or damage to the Drainage Facility and to indemnify and hold harmless the Licensor from any Loss which is due to or arises from (i) the installation, construction, maintenance, repair, reconstruction, removal, use or existence of the Drainage Facility and appurtenances thereto, or any part thereof, including any break in the Drainage Facility wall or structure or any leakage, flow of water or flooding from the Drainage Facility, or (ii) Licensee's failure to comply with or perform any of the terms and conditions set forth in this Agreement, except to the extent that the Loss is caused by the sole and direct negligence of the Licensor; provided, however, that the foregoing indemnification provisions shall not apply to any claims, damages, costs and expenses that have been fully compensated for through the insurance required of Licensee in Exhibit B-1, or required of Licensee's contractor under the separate Contractor's Right of Entry Agreement.~~

~~(c) Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.~~

Section 11. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 12. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 13. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 12 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

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EXHIBIT B-1

Drainage Facility and Waterway

Insurance Requirements

The Licensee, at its own sole cost and expense, shall procure the insurance described in paragraphs A, B and C below and shall keep such insurance in force and effect during the life of this Agreement. The Licensee (or its contractor), at the sole cost and expense of the Licensee or its contractor, shall keep the Railroad Protective Insurance described in Paragraph D below in force and effect during the duration of any construction or major maintenance, repair, reconstruction, relocation or removal work involving the Drainage Facility.

- A. General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground Hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, a waiver of governmental immunity (ISO Form CG 25 04 or equivalent) severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement. Coverage purchased on a claims made form shall provide for at least a three (3) year extended reporting or discovery period if (a) the coverage is changed from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different from the expiring policy.
- B. Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Licensor as an additional insured with respect to all liabilities arising out of Licensee's obligation to Licensor in the Agreement.
- C. Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.
- D. Railroad Protective Liability insurance naming Licensor and any railroad operating over its tracks as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). If the Lloyd's London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of the original policy period plus one year to the policy expiration date.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Licensor for payments to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Licensor's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Licensor.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

City of Las Vegas

Agenda Item No. 58

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from New Homes, LLC., A Nevada Limited Liability Company for a portion of the Northeast Quarter (NE ¼) of Section 36, T19S, R60E, M.D.M., for additional rights of way on Ann Road, West of Decatur Boulevard (11-23-99) 125-25-801-003, 004

Fiscal Impact☒**No Impact**☐**Budget Funds Available**☐**Augmentation Required****Amount:****Dept./Division: PW/Engineering Planning****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

BACKUP DOCUMENTATION:

None

MOTION:**M. McDONALD - Motion to APPROVE:****Items 3 through 5, 7, 9, and 10****Items 12 through 51****Items 53 through 73**

carried **UNANIMOUSLY** with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Grant Deed from GLK Holding V Jones-Azure, LLC, for portions of the Northeast Quarter (NE ¼) of Section 26, T19S, R60E, M.D.M., for the Jones Boulevard Improvement Project (11-11-99) 125-26-602-001

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

Agenda Item No. 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ X

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a interlocal contract with Clark County Regional Flood Control District for construction of the Freeway Channel - Alta Drive to Sahara Avenue and bypass facility from Wall Street to Sahara Avenue (\$3,800,000/Sanitation Enterprise Fund)

Fiscal Impact

☐

No Impact

Amount: \$3,800,000

☐

Budget Funds Available

Dept./Division: PW/Engineering Planning

☒ X

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

The I-15 Freeway Channel located between Alta Drive and Sahara Avenue will soon be ready for advertising for bids. The City Council previously approved R-104-99 authorizing a temporary interfund loan from the Sanitation Fund to the Road and Flood Capital Fund for \$3.8 million, to be repaid by the Regional Flood Control District. Attached is the interlocal describing the repayment of these funds.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Interlocal contracts

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

**INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE
FREEWAY CHANNEL - ALTA DRIVE TO SAHARA AVENUE AND BYPASS FACILITY
FROM WALL STREET TO SAHARA AVENUE**

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

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the Master Plan No. 1997, Structure No. FW15 0038, 0089, 0150, FWUP 0000 and 0059, FWCH 0000 and FWOK 0000 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, the DISTRICT agrees to retroactively reimburse the CITY for all costs associated with the construction of the PROJECT to a limit described in Section II Paragraph 3 as funds become available; and

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

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to all costs for construction administration, construction engineering, and construction costs to place in service the Freeway Channel from Alta Drive to Sahara Avenue and the Freeway Channel Bypass Facility from Wall Street to Sahara Avenue. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other

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

SECTION II - PROJECT COSTS

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

1. Construction costs shall not exceed \$29,200,000
2. Construction engineering shall not exceed \$1,600,000
3. The total cost of this Contract shall not exceed \$30,800,000 which includes all Items described in Paragraphs one and two above.
4. As a result of the limited funds available to the DISTRICT to fund the total cost of the PROJECT as set forth above, the CITY will make an inter-fund transfer to itself in the amount of \$2,787,000 to allow for the award of this PROJECT. City funds shall remain available for the PROJECT until such time as DISTRICT funds become available and are allocated to the PROJECT by the DISTRICT. The DISTRICT will initially allocate \$28,013,000. The DISTRICT agrees to place the PROJECT on the priority list for funding following approval of this interlocal agreement. The remaining funding for the PROJECT will be provided to the CITY based upon the PROJECT's position on the DISTRICT's project and priority list, as solely determined by the DISTRICT and the subsequent allocation of the remaining funds by the DISTRICT. The DISTRICT funds shall be used first to fund construction engineering and then to fund the construction costs. All available DISTRICT funds for this PROJECT will be utilized prior to the expenditure of any City funds.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.

2. The award of bid for this PROJECT shall occur no later than July 31, 2000. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for PROJECT construction.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would

result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. PreDesign Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g. , EIS OR EA).
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.

14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 31, 2004. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

Date Of District Action:

REGIONAL FLOOD CONTROL DISTRICT

December 19, 1999
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

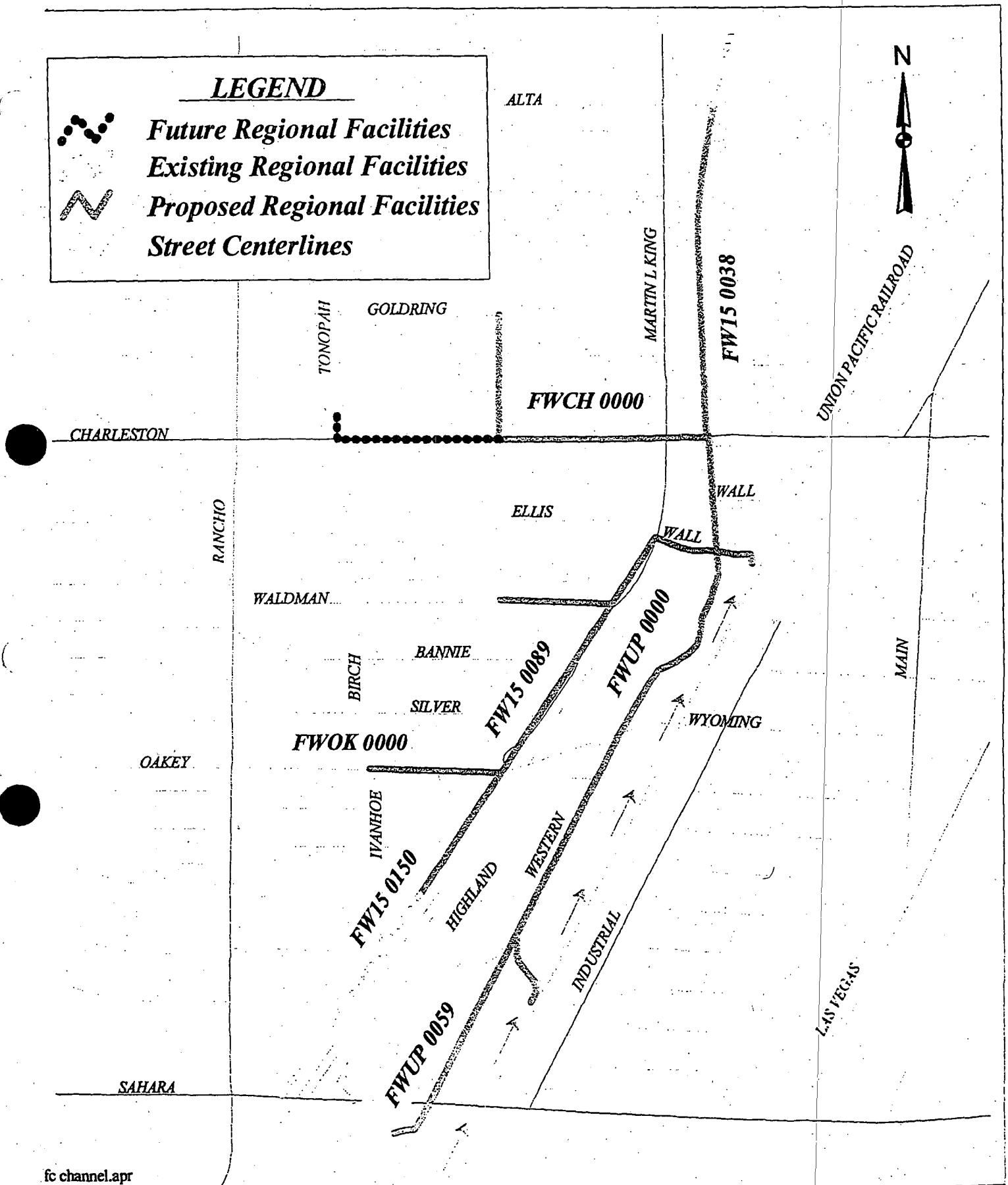
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

1-19-2000
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

LEGEND*Future Regional Facilities**Existing Regional Facilities**Proposed Regional Facilities**Street Centerlines*

fc channel.apr

CITY OF LAS VEGAS**EXHIBIT A - FREEWAY CHANNEL (ALTA TO SAHARA)**

City of Las Vegas

Agenda Item No. 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an interlocal contract with Clark County Regional Flood Control District for construction of the Gowan North System - Buffalo Branch (Buffalo Drive and Craig Road) (\$189,903/Clark County Regional Flood Control District)

Fiscal Impact

☐

No Impact

Amount: \$189,903.00

☒

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

The CCRFCD and the City of Las Vegas entered into an agreement for the funding of the project, construction and construction engineering to place in service the Gowan North Channel - Buffalo Branch at the intersection of Craig Road and Buffalo Drive. Total funding for this project shall not exceed \$189,903.00.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Copy of Interlocal Contract

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

INTERLOCAL CONTRACT

GOWAN NORTH SYSTEM - BUFFALO BRANCH (BUFFALO DRIVE & CRAIG ROAD)

THIS INTERLOCAL CONTRACT, made and entered into as of the 10th day of November, 1999 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter referred to as the "CITY".

WITNESSETH

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

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as Gowan North - Buffalo Branch (GOBU 0032) hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, design is 90% complete and right of entry has been acquired; and

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

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

SECTION I - SCOPE OF PROJECT

This INTERLOCAL CONTRACT applies to all costs for construction and construction engineering to place in service The Gowan North Channel - Buffalo Branch at the intersection of Craig Road and Buffalo Drive. The basic improvements shall consist of floodwater facilities including pipes, and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. Construction engineering shall not exceed \$10,000.
2. Construction shall not exceed \$175,903.
3. The total cost of this Contract shall not exceed \$185,903 which includes all the items described in paragraphs one and two above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The award of bid for this PROJECT shall occur no later than December 15, 2000. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the district. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

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

documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g. , EIS or EA)

g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall deep records for permanent storage in original form or in microfilm/fiche media.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

DATE OF DISTRICT ACTION:

November 10, 1999

ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

REGIONAL FLOOD CONTROL DISTRICT

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

CRESENT HARDY, VICE CHAIRMAN

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

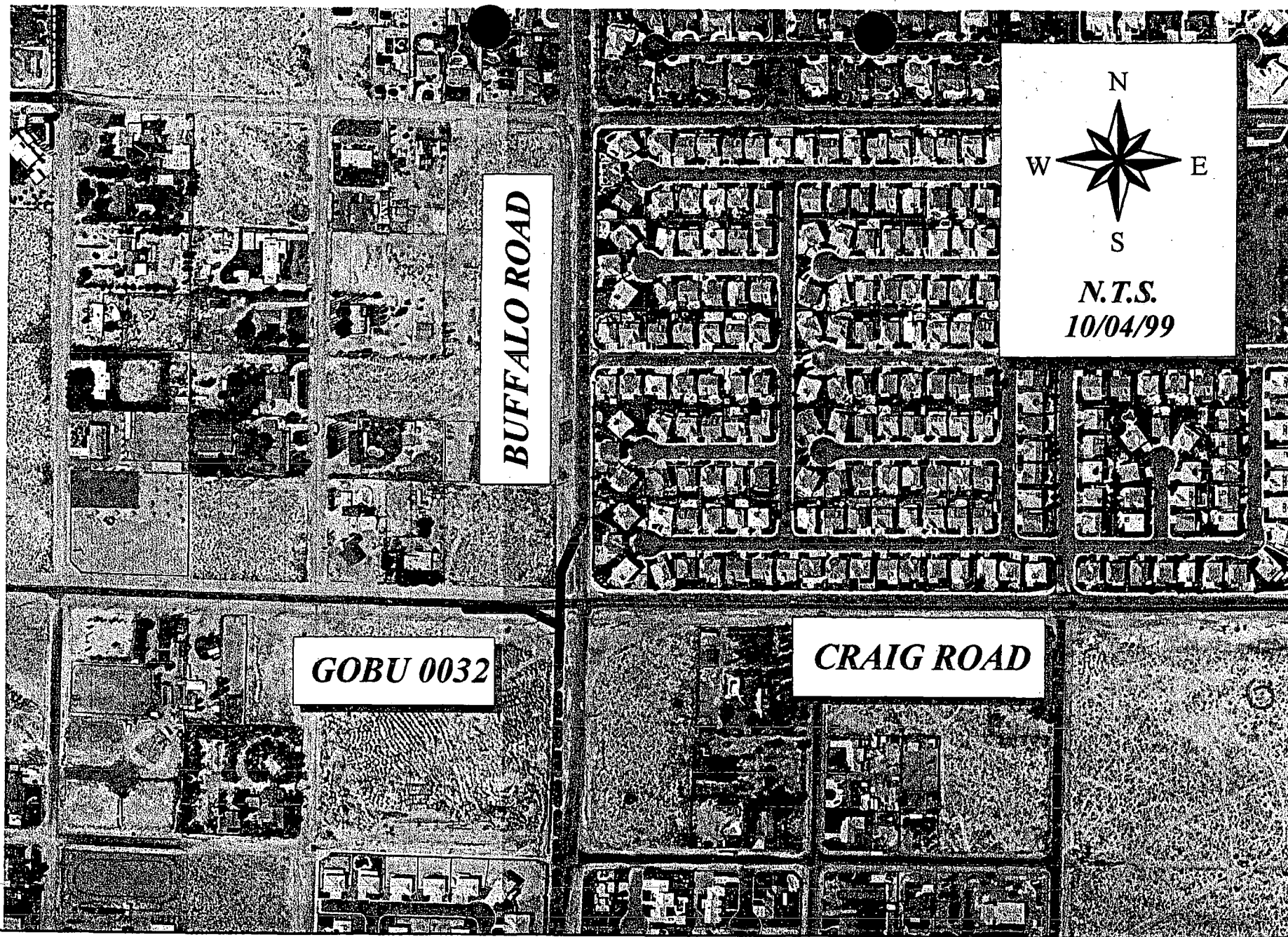
12/15/99

ATTEST

BY: Oscar B. Goodman

OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK



CITY OF LAS VEGAS
EXHIBIT A - GOWAN NORTH-BUFFALO BRANCH

City of Las Vegas

Agenda Item No. 62

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a interlocal contract with the Clark County Regional Flood Control District for construction management for Rancho Road System from Centennial Parkway to Rancho Detention Basin (\$30,000/Clark County Regional Flood Control District)

Fiscal Impact

☐

No Impact

Amount: \$30,000.00

☒

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

The CCRFC and the City of Las Vegas entered into an agreement for the funding of supervision over construction of the Rancho Road System from Centennial Parkway to the Rancho Detention Basin. Total funding for this project shall not exceed \$30,000.00.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Copy of Interlocal contract

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

INTERLOCAL CONTRACT**RANCHO ROAD SYSTEM - CENTENNIAL PARKWAY TO RANCHO DETENTION BASIN**

THIS INTERLOCAL CONTRACT, made and entered into as of the 10th day of November, 1999 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter referred to as the "CITY".

WITNESSETH

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

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as Rancho Road System (RCHO 0097) hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, design is 90% complete and right of entry has been acquired; and

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

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

SECTION I - SCOPE OF PROJECT

This INTERLOCAL CONTRACT applies to all costs for construction management to place in service The Rancho Road System (RCHO 0097) from Centennial Parkway to the Rancho Detention Basin. The basic improvements shall consist of floodwater facilities including cast in place and precast structures, concrete lined open channels, storm drain laterals, drop inlets, and other appurtenances as may be necessary to control floodwaters, hereinafter the IMPROVEMENTS. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. Construction management shall not exceed \$ 30,000 .

2. The total cost of this Contract shall not exceed \$30,000 which includes all the items described in paragraph one above.
3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT.
4. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The award of bid for this PROJECT shall occur no later than March 15, 2000. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the district. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
4. The CITY will require appropriate financial security for PROJECT construction.
5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant

selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and the Uniform Regulations for Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the Contract.
7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
8. Administrative settlements and acceptance of counter offers involving right-of-way only be made following a review approval by the DISTRICT.
9. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall deep records for permanent storage in original form or in microfilm/fiche media.
10. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
11. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
12. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 15, 2001. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

DATE OF DISTRICT ACTION:

November 10, 1999

ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

BY:

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

CRESSENT HARDY, VICE CHAIRMAN

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

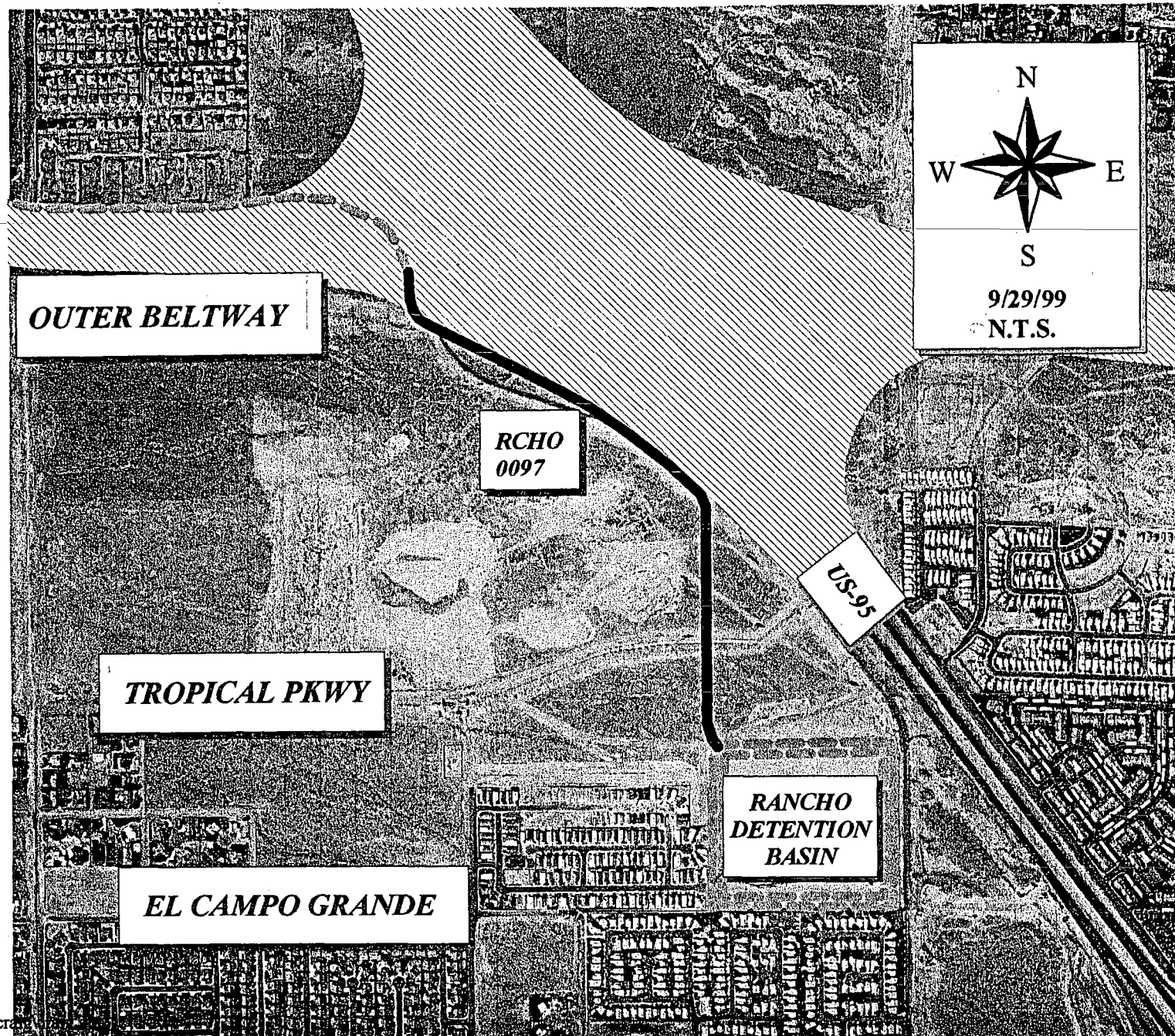
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/15/99
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK



CITY OF LAS VEGAS
EXHIBIT A - RANCHO ROAD SYSTEM (CENTENNIAL PKWY TO RANCHO DETENTION BASIN)

City of Las Vegas

Agenda Item No. 63

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for the construction of the Angel Park Detention Basin Expansion (\$729,500/Clark County Regional Flood Control District)

Fiscal Impact

☐ No Impact	Amount: \$729,500
☒ Budget Funds Available	Dept./Division: PW/Engineering Planning
☐ Augmentation Required	Funding Source: CCRFCD

PURPOSE/BACKGROUND:

The CCRFCD and the City of Las Vegas entered into an agreement for the excavaton of the Angel Park Detention Basin. This third supplemental interlocal contract will complete the last phase of the excavation to the Angel Park Detention Basin. Total funding for this project shall not exceed \$1,523,000.00.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Copy of Third Supplemental Interlocal Contract

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

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

10th THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this day of *November*, 1999 by and between the Clark County Regional Flood Control District, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, an Interlocal Contract for the construction of the Angel Park Detention Basin dated November 9, 1995, a Supplemental Interlocal Contract dated December 11, 1997 and a Second Supplemental Interlocal Contract dated April 8, 1999 was entered into between the DISTRICT and the City for construction of the flood control improvements; and

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

WHEREAS, the CITY wishes to increase the Scope of Project and the cost of construction; and

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

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

SECTION I - SCOPE OF CONTRACT

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT applies to the Angel Park Detention Basin (Exhibit "A"). The expansion of this facility will bring the total storage volume for the north basin to about 1,329 acre-feet. The total storage volume for the south basin will be increased from 1,512 acre-feet to about 1,580 acre-feet. This allows for 251 acre feet of sedimentation.

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

SECTION II - PROJECT COSTS

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

1. The total cost of construction shall not exceed \$1,425,500.
2. The total cost for construction inspection/engineering shall not exceed \$70,000.

3. The total cost for environmental mitigation to allow for extraction of material by the Nevada Department of Transportation shall not exceed \$27,500.
4. The total cost of this Contract shall not exceed \$1,523,000 which includes all items described in Paragraphs one, two and three above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the Interlocal Contract dated November 9, 1995, the Supplemental Interlocal Contract dated December 11, 1997 and the Second Supplemental Interlocal Contract dated April 8, 1999 remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

November 10, 1999
ATTEST

BY: 
~~LAWRENCE L. BROWN III, CHAIRMAN~~

Carolyn Prazier
CAROLYN PRAZIER, SECRETARY

CRESSENT HARDY, VICE CHAIRMAN

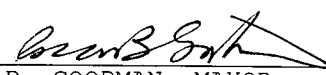
APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

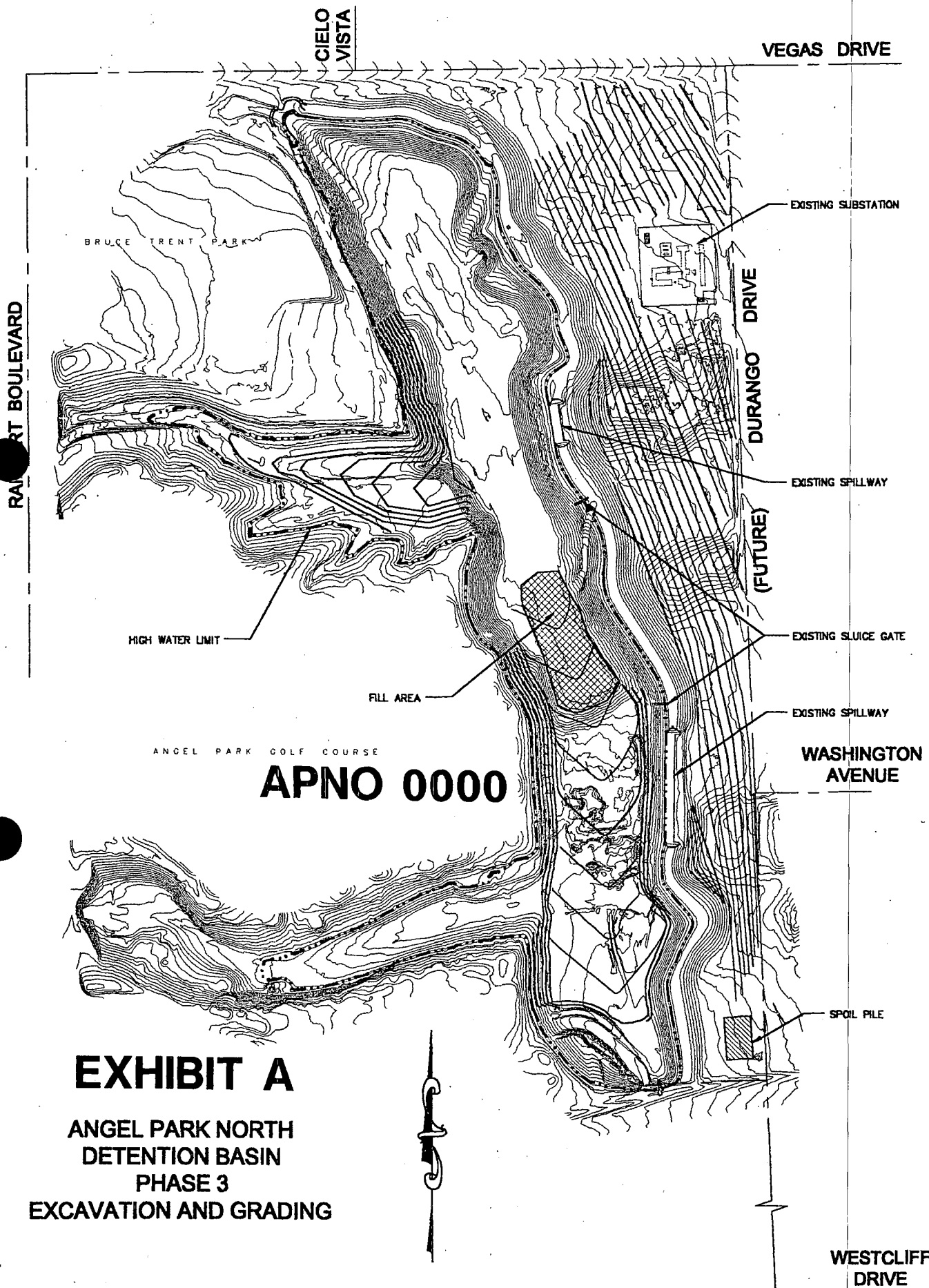
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/15/99
ATTEST

BY: 
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

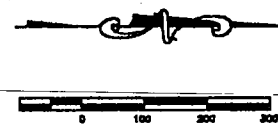


SHEET 1 of 1
DATE: 28 -September-99
REVISED:

FINAL COST ESTIMATE
DRAINAGE IMPROVEMENTS FOR
ANGEL PARK DETENTION BASIN, PHASE 3

BY:PEC
RAE

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
203.01	EXCAVATION	CU. YD.	307,700	\$3.50	\$1,076,950.00
603.02	18" RCP STORM DRAIN PIPE	LIN.FT.	75	\$100.00	\$7,500.00
	CLASS 3				
616.06	REMOVE AND RECONSTRUCT	LIN.FT.	680	\$30.00	\$20,400.00
	6' CHAIN LINK FENCE				
	10% CONTINGENCY				\$110,485.00
	GRAND TOTAL				\$1,215,335.00



1. PLACE ONE ROW AT A TIME FOR THE LENGTH OF THE AREA SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER
2. INCLUDE CALICHE PLACEMENT IN UNIT COST FOR EXCAVATION

DRAWING NO.	3/25

OLV0029SE6 RIVET AND PLATE, NEVADA POWER VAULT #U0575
6661 SUMMERLIN PARKWAY, ELEVATION 2639.02' NAVD86 DATUM

**Avoid getting underground
with A-3. It's easy.**

**Call
before you
dig.**

1-800-227-2600

City of Las Vegas

Agenda Item No. 64

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a supplemental interlocal contract with Clark County Regional Flood Control District for the engineering design and right-of-way design of the Las Vegas Wash Rancho Drive System (Peak Drive to Lake Mead Drive) (\$45,000/Clark County Regional Flood Control District)

Fiscal Impact

☐

No Impact

Amount: \$45,000

☒

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

The CCRFCD and the City of Las Vegas entered into an interlocal contract to provide for engineering design and right-of-way for the Las Vegas Wash Rancho Drive System (Peak Drive to Lake Mead Drive). This supplemental interlocal contract applies to the additional costs to perform necessary analysis to resolve hydrologic and hydraulic concerns along Rancho Drive. Total funding for this project shall not exceed \$345,000.00.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Copy of Supplemental Interlocal Contract

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

**SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH RANCHO DRIVE SYSTEM
(PEAK DRIVE TO LAKE MEAD DRIVE)**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of November, 1999 by and between the Clark County Regional Flood Control District, created pursuant to Chapter 543 of the Nevada Revised Statutes, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, an Interlocal Contract for the engineering design and right-of-way design of the Las Vegas Wash Rancho Drive System (Peak Drive to Lake Mead Drive) dated September 10, 1998 was entered into between the DISTRICT and the CITY for the construction of the flood control improvements; and

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as LVRA 0000, 0025, 0038, 0057, 0081, and 0091, hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, the CITY wishes to increase funding for engineering design and right-of-way design; and

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

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

Section II - Project Costs has been modified to read:

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$335,000.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$10,000.

3. The total cost of this Contract shall not exceed \$345,000 which includes all items described in Paragraphs one and two above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

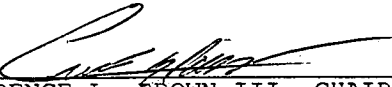
The remainder of the Interlocal Contract dated September 10, 1998 shall remain the same.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

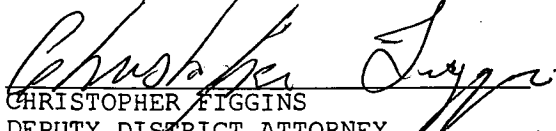
November 12, 1999
ATTEST

BY: 
~~LAWRENCE L. BROWN III, CHAIRMAN~~


CAROLYN FRAZIER, SECRETARY

CRESENT HARDY, VICE CHAIRMAN

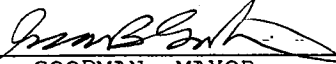
APPROVED AS TO LEGALITY AND FORM:


CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/15/99
ATTEST

BY: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

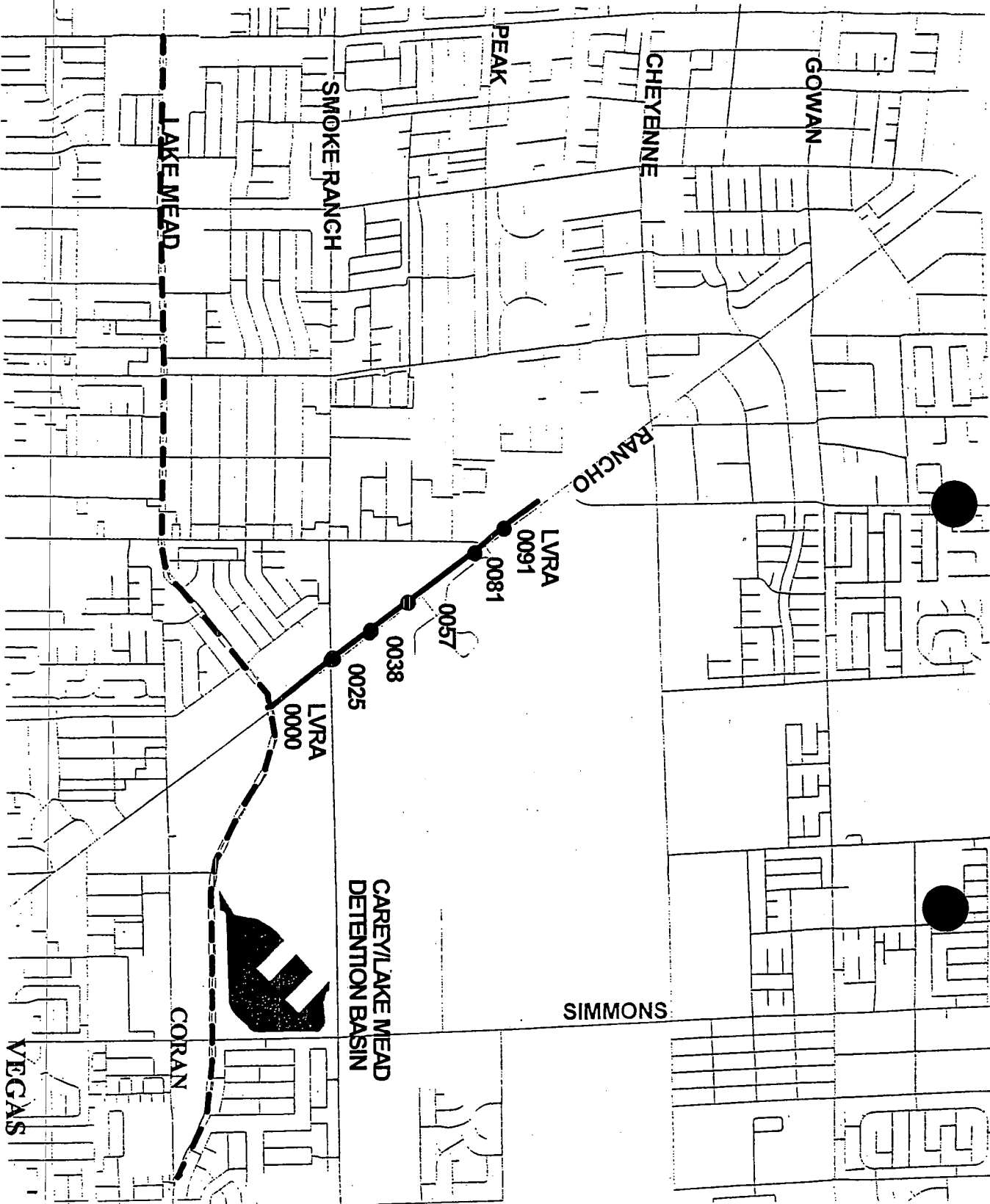
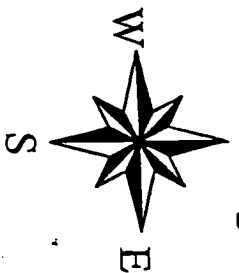


EXHIBIT A
LAS VEGAS-RANCHO SYSTEM

City of Las Vegas

Agenda Item No. 65

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for engineering design, right-of-way design and acquisition for the Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue (Redistribution of Funds)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

The CCRFCD and the City of Las Vegas entered into an agreement for the funding for engineering design, right-of-way design and right-of-way acquisition for Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue. This third supplemental interlocal contract will allow for the redistribution of funds. Total funding for this project shall not exceed \$3,827,000.00.

RECOMMENDATION:

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.

BACKUP DOCUMENTATION:

Copy of Third Supplemental Interlocal Contract

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

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

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of November, 1999 by and between the Clark County Regional Flood Control District, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, an interlocal contract for the engineering and design of the construction of the Freeway Channel from Alta Drive to Wall Street dated February 12, 1998 and supplemental interlocal contract dated September 10, 1998 and second supplemental interlocal contract dated April 8, 1999 were entered into between the DISTRICT and the City for construction of the flood control improvements; and

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

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

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

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

SECTION I - SCOPE OF CONTRACT

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

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

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$1,901,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$50,000.
3. Acquisition of right-of-way, permanent and temporary construction easements shall not exceed \$1,876,000.
4. The total cost of this Contract shall not exceed \$3,827,000 which includes all items described in Paragraphs one and two above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the Interlocal Contract dated February 12, 1998 and Supplemental Interlocal Contract dated September 10, 1998 and Second Supplemental Interlocal Contract dated April 8, 1999 remain unchanged.

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

DATE OF DISTRICT ACTION:

November 10, 1999
ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
~~LAWRENCE L. BROWN III, CHAIRMAN~~
CRESENT HARDY, VICE CHAIRMAN

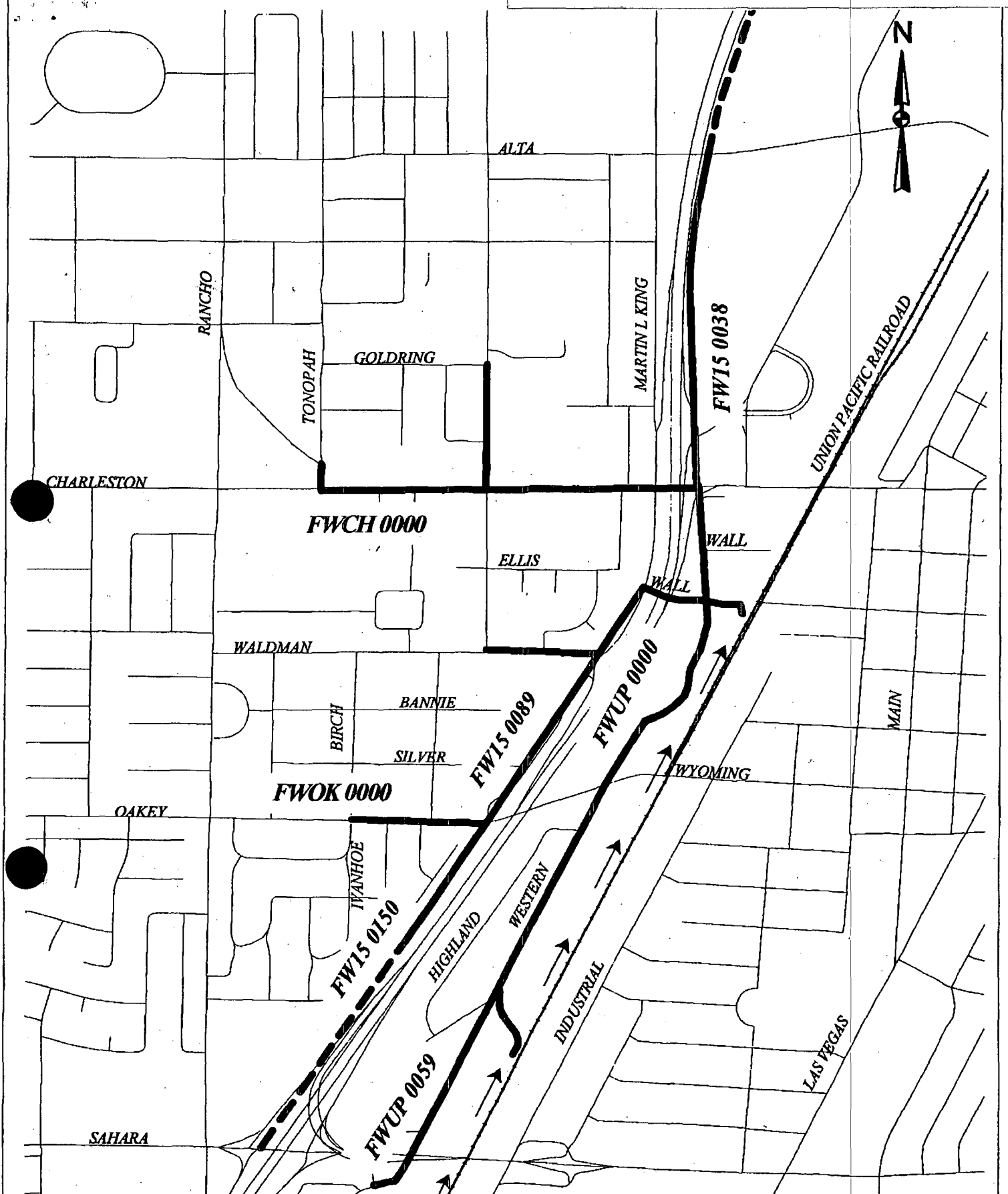
DATE OF COUNCIL ACTION:

12/15/99
ATTEST

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR



CITY OF LAS VEGAS

EXHIBIT A - FREEWAY CHANNEL (ALTA TO UPRR)

City of Las Vegas

Agenda Item No. 66

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of encroachment request for Dan Muirhead on behalf of Ray & Alma School, LLC, owner, (Northeast corner of West Craig Road and North Tenaya Way)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: PW/Engineering Planning

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Loose rip-rap along the Craig Road and Tenaya Way property lines for the proposed Craig/Tenaya Shopping Center to satisfy a condition of Z-105-93 (6). If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

RECOMMENDATION:

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City codes and department standards. Staff to proceed

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

City of Las Vegas

AGENDA MEMO

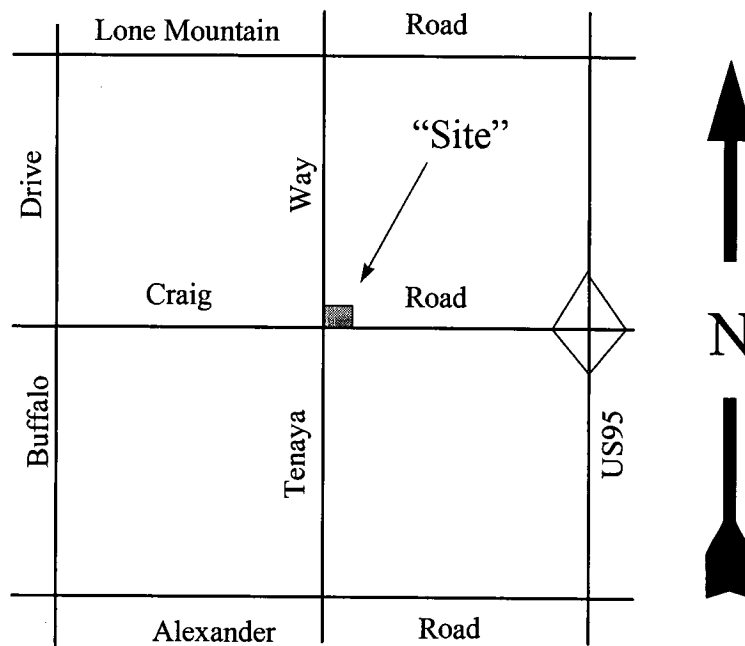
CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: ENCROACHMENT REQUEST, DAN MUIRHEAD ON BEHALF OF RAY & ALMA SCHOOL, LLC, OWNER {NORTHEAST CORNER OF WEST CRAIG ROAD AND NORTH TENAYA WAY}

The proposed encroachment will consist of loose rip-rap approximately 15' wide extending from Tenaya Way along the Craig Road property line for approximately 182' and approximately 5' wide extending from Craig Road approximately 102' along the Tenaya Way property line for the proposed Craig/Tenaya Shopping Center to satisfy a condition of Z-105-93 (6) and further described in Exhibit A (hard copy)

VICINITY MAP



City of Las Vegas

Agenda Item No. 67

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Approval of a professional services agreement with Lee & Sakahara Architects for design services for Council Chambers Renovation (\$50,000/City Facilities Capital Project Fund)

Fiscal Impact

☐	No Impact	Amount: \$50,000
☒	Budget Funds Available	Dept./Division: PW/City Engineer
☐	Augmentation Required	Funding Source: City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City of Las Vegas desires to upgrade the technology in the council chambers with larger monitors, a new voting system, television lighting and control room. In addition, the facility needs to be ADA accessible.

Lee & Sakahara is the architectural firm that previously designed the council chambers. They, along with their subconsultants have the most knowledge on the facility making them the most qualified to do this project. They will provide the architectural and engineering design services for the technology and ADA upgrades to the council chambers.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreements

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

**ARCHTECTORAL DESIGN SERVICES AGREEMENT
FOR COUNCIL CHAMBERS RENOVATION PROJECT**

THIS AGREEMENT is made and entered into this 15th day of December 1999, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and LEE & SAKAHARA ARCHITECTS A.I.A., INC., a Nevada corporation (herein the "Consultant").

W I T N E S S E T H:

WHEREAS, the City intends to renovate the existing City Council Chambers (herein the "Project"); and

WHEREAS, the City desires to retain a qualified architect who will be responsible for providing the architectural design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an architect and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 **Description of Consultant's Services.** The Consultant hereby agrees to provide the basic services set forth in Exhibit "A" attached hereto.

1.02 **Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted professional architectural and engineering standards.

1.03 **Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 **Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review,

approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's Representative is hereby designated as Gary E. Congdon who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 ***Designation of City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's 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.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven or the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant'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. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance 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 the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 **General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside \$50,000 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** The City shall pay to the Consultant the not-to-exceed ~~the~~ sum of \$40,000 which fee represents compensation for the services set forth in Exhibit "A.." With the completion of each phase of the Agreement, payment shall be in the amounts set forth below:

1. Design and Development Phase	\$ 12,000
2. Construction Document Phase	\$ 26,000
3. Construction Administration Phase	\$ 2,000

Total \$ 40,000

7.03 **Compensation: Additional Services.** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed \$10,000 without the prior written approval of the City.

7.04 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" attached hereto. Payment shall be due within forty-five (45) days after the date of receipt and approval by the City's Representative of the monthly invoice.

7.05 **Retention.** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 **Right of Set-Off.** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the 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 errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 ***Release of Retention.*** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City, (which acceptance will not be unreasonably withheld) and issuance of the Notice to Proceed for construction of the Project, the Consultant will, within forty-five (45) days be paid the balance of any money due for such services including the retained percentages.

7.08 ***Final Payment.*** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The parties hereto have agreed to the performance schedule (the "Performance Schedule") which is set forth in Exhibit "E" attached hereto. The Performance Schedule shall identify the time for performance of each task set forth in Exhibit "A" attached hereto. In preparing the Detailed Performance Schedule, the Consultant will provide seven (7) days for each document which is to be reviewed by the City.

8.02 ***Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 ***Increase in Retention.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or

support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement 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.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section 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 the services performed as of the date that notification of termination is received by the Consultant.

10.03 **Default.** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the 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 the 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 the 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 the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant should in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the 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 this Agreement by such means as the City may see fit, deduct from any balance due the 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 budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) 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 the services performed as of

the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the 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.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant or any of its subconsultants which are related to the performance of this Agreement are deemed to be the property of the Consultant. In the event of the completion or termination of this Agreement, the City shall be entitled to a reproducible copy of the plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Employers Insurance Company of Nevada (EICON).*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***Certificates and Endorsements.*** 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 \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***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 the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***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 the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants:

A. 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 services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B. That it 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.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D. That the Consultant has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999 and effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act, and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 ***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.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required 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.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***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, without limitation, 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.

10.14 ***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.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to each Project, the Consultant which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location 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.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Frank Trupiano
 City of Las Vegas
 400 East Stewart Avenue
 Las Vegas, NV 89101
 Fax: No. (702) 382-3232

TO CONSULTANT:

Gary E. Congdon
 Lee & Sakahara Architects A.I.A.,
 Inc.
 6280 South Valley View Boulevard,
 Suite 118
 Las Vegas, NV 89118-3814
 Fax No. (702) 270-6643

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Dispute Resolution.***

A. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. 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 with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. 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.

E. 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 or the Nevada Arbitration Association within sixty (60) 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.

F. 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 Civil Procedure.

G. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) 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.

10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

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10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

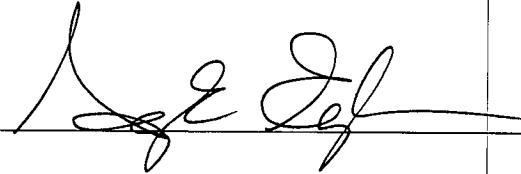
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-29-99
Robert S. Sylvain Date
Deputy City Attorney


By: GARY E. CONGDON

Its: PRINCIPAL

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services
Exhibit "B"	Additional Services
Exhibit "C"	Manhour Estimates
Exhibit "D"	Cost Derivative and Hourly Fee Schedule
Exhibit "E"	Performance Schedule
Exhibit "F"	Invoice Format
Exhibit "G"	Disclosure of Principals

EXHIBIT A**SCOPE OF SERVICES TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND SAKAHARA ARCHITECTS AIA, INC. (THE CONSULTANT)****CITY COUNCIL CHAMBERS REMODEL****1. GENERAL PROJECT DESCRIPTION**

Lee & Sakahara Architects has performed schematic design services for the project described below. This contract is based on the schematic design drawings, design analysis, and cost estimate, dated November 4, 1999.

A. Part One - Audio Visual Upgrade

1. The City is under contract with "Thoughtful Designs" for the design of a new audiovisual system inside the Council Chambers. Their design does not include the Mechanical and Electrical modifications nor modifications made necessary to support audiovisual equipment and modifications to soffits, and cabinetry to accommodate new equipment and two new Council members. This Project will provide the needed modifications for the new audiovisual system.
2. The soffit currently housing the TVs will be modified to house rear projection screens.
3. The Council dais will be modified to house new video monitors, computers and voting buttons.
4. The Clerks table will be modified for new controls and a new voting system and display.
5. A new control room will be added in the existing storage room on the North side.
6. The existing control room will be modified to provide new power and HVAC modifications for the new equipment.
7. Provide electrical modifications for new lighting of TV studio quality that is being added behind the Dais, illuminating the Councilmen, and the speakers at the podium.
8. Staff tables will be modified for new TV monitors.

B. Part Two - ADA Upgrades

1. ADA upgrades will be made to the public toilet rooms, offices and private toilet rooms located in the office area behind the dais.
2. The south ramp entering the chambers will be modified to provide proper slope as required by ADA.

City of Las Vegas
City Council Chambers
Exhibit "A"

November 17, 1999
Page 2

2. **SCOPE OF ARCHITECT'S SERVICES**

- A. **Schematic Design Phase:** The Architect has performed these services under a separate agreement.
- B. **Design Development Phase:** The Architect shall perform the following services based on the project description and on approved schematic design documents and subject to Owner's approval:
1. Prepare preliminary drawings, illustrating floor plans, demolition plans, ceiling plans, interior elevations, casework details for design intent, and building sections.
 2. Determine mechanical and electrical systems. Prepare preliminary mechanical and electrical drawings to include HVAC plan, plumbing plan, electrical power plan, electrical lighting plan, electrical communication plan. Provide list of plumbing and electrical fixtures to be used on the project.
 3. Select the general building materials for interior finishes.
 4. Provide formal Design Development Submittal for review. Submittal shall include 5 sets of documents.
 5. Review and respond to all review comments.
 6. Update cost estimate prepared at schematic design phase at the same level of detail.
- C. **Construction Document Phase:** Architect shall perform the following services based on approved design development documents.
1. Prepare architectural working drawings and specifications.
 2. Prepare plumbing engineering drawings and specifications.
 3. Prepare HVAC engineering drawings and specifications.

City of Las Vegas
City Council Chambers
Exhibit "A"

November 17, 1999

Page 3

4. Prepare electrical engineering drawings and specifications for lighting and power. Note that audio visual design is by others.
 5. Provide final Submittal for review. Submittal shall include 5 sets of documents.
 6. Review and respond to all review comments.
 7. Update cost estimate prepared at design development phase at the same level of detail.
 8. Submit 2 sets of final documents stamped by Architect and Engineer of Record licensed in the State of Nevada, and one set of reproducible drawings.
- D. **Bidding Phase:** Bidding phase services are not anticipated. If required, services shall be considered additional services pursuant to Exhibit "B".
- E. **Construction Phase:** Architect shall perform the following limited services:
1. Furnish all necessary additional drawings for supplementing, clarifying and or correcting errors or omissions in the Construction Documents. Drawing revisions shall be made on the CAD drawing or word processing specification files, then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. Maintain a log of revisions to the documents.
 2. Respond to Requests for Information (RFI's) required due to the Consultant's errors or omissions. Determination of proper means and methods of construction shall remain the Contractor's responsibility. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare a response to the City. The Consultant shall have two days to prepare a revised response.
 3. If the Consultant visits the project site during construction, then the Consultant shall advise the Construction Manager of any defects or deficiencies in the work by the Construction Contractor which the Consultant may observe.
 4. Additional Construction phase services are not anticipated. If required, services shall be considered additional services pursuant to Exhibit "B".
- F. **Assumptions:** The following assumptions were made by the Consultant in the development of the Scope of Work, Scope of Services and Fee.

City of Las Vegas
City Council Chambers
Exhibit "A"

November 17, 1999
Page 4

1. No exterior building work or site work is anticipated.
2. No structural engineering of floor slab work is anticipated.
3. Any fire sprinkler work to be by Design-Build Contractor.
4. The existing main electrical service to the building is ample power and the location of the panel to remain.
5. Fire alarm system to be by Vendor.
6. Audiovisual design and construction documents by others. The City shall furnish the Architect with drawings and CADD files of the design. The Architect assumes no responsibility for the design or proper functioning of audiovisual components.

EXHIBIT B**ADDITIONAL SERVICES TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND SAKAHARA ARCHITECTS
AIA, INC. (THE CONSULTANT)****CITY COUNCIL CHAMBERS REMODEL****1. ADDITIONAL SERVICES**

- A. Any service requested by the Owner from the Architect and/or Architect's consultants other than the basic services set forth herein including but not limited to the following:
1. Governmental agency appearances, Conditional Use Permit processing, Architectural Review Board processing, environmental impact reports;
 2. Developing "as-built" drawings;
 3. Site visits during the Construction Phase;
 4. Full time clerk of the works or construction administration;
 5. Correcting Contractor's errors, and answering RFI's deemed to be frivolous and/or outside the project scope;
 6. Value engineering and/or analyzing alternate methods of construction;
 7. Answering RFI's made necessary by hidden conditions;
 8. Review of shop drawings submitted by the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents.
 9. Processing change orders;
 10. Review and approval of certificates of payment for the claimed percentage of completion by the general contractor.
 11. Signage design;
 12. The redesign of HVAC system in the existing Council Chambers Auditorium shall be an additional service, which will require that the Owner provide the Architect with a complete air balance report defining the deficiencies.

EXHIBIT C**FEE SCHEDULE TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND SAKAHARA ARCHITECTS AIA, INC. (CONSULTANT)****CITY COUNCIL CHAMBERS REMODEL****1. ARCHITECT'S FEE**

The Architect's fee shall be a lump sum of forty thousand dollars (\$40,000). The fee is summarized in the following phases:

Design Development Phase	\$ 12,000
Construction Documents Phase	\$ 26,000
Construction Phase	\$ <u>2,000</u>
TOTAL FEE	\$ 40,000

2. ADDITIONAL SERVICES

HVAC design of the Council Chambers Auditorium shall be an additional service that will be performed for a lump sum of ten thousand three hundred fifty dollars (\$10,350).

EXHIBIT D**HOURLY RATE SCHEDULE TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND SAKAHARA ARCHITECTS
AIA, INC. (CONSULTANT)****CITY COUNCIL CHAMBERS REMODEL****1. HOURLY RATE SCHEDULE**

Architect's current hourly rates by personnel category are as follows:

Principal	\$150.00/hour
Project Manager	110.00/hour
Project Architect	105.00/hour
Project Designer	100.00/hour
Senior Architect	100.00/hour
Senior Planner	90.00/hour
Senior Designer	90.00/hour
Specifications	90.00/hour
CADD Systems	90.00/hour
Technician I	85.00/hour
Technician II	75.00/hour
Technician III	65.00/hour
Technician IV	55.00/hour
Clerical	45.00/hour

These rates are reviewed every 12 months from the date of the Agreement for possible adjustments to conform to the Architect's prevailing rates.

EXHIBIT E

**GENERAL PERFORMANCE SCHEDULE TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND
SAKAHARA ARCHITECTS AIA, INC. (CONSULTANT)**

CITY COUNCIL CHAMBERS REMODEL

[illegible]

EXHIBIT F

**INVOICE FORMAT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF LAS VEGAS, NEVADA (THE CITY) AND LEE AND SAKAHARA ARCHITECTS AIA,
INC. (CONSULTANT)**

CITY COUNCIL CHAMBERS REMODEL

1. SAMPLE INVOICE

See attached.

SAMPLE
ONLY



LEE & SAKAHARA
ARCHITECTS AIA
ARCHITECTURE PLANNING INTERIORS

6280 S. Valley View Blvd., Suite 116, Las Vegas, NV 89118-3814
TEL: (702) 270-6600 FAX: (702) 270-6643

Invoice Number 101250

November 16, 1999

Page number 1

Project 99530 COUNCIL CHAMBERS
PO #205874

Mr. Frank Trupiano
City of Las Vegas
Department of Public Works
Office of Architectural Services
400 East Stewart Avenue
Las Vegas, NV 89101

Professional Services Through 10/31/99

Project 99530-1 Schematic Design Phase

Total Fee	15,300.00	
Percent Complete	100.00	
Fee previously billed	0.00	
Current fee Billing		<u>15,300.00</u>

TOTAL AMOUNT DUE THIS INVOICE

\$15,300.00

**EXHIBIT G
DISCLOSURE OF PRINCIPALS**

The principals and partners of Lee & Sakahara Architects AIA, Inc. and all persons and
(Contracting Entity)

entities holding more than a 1% interest in Lee & Sakahara Architects AIA, Inc. or any
(Contracting Entity)

principal of Lee & Sakahara Architects AIA, Inc. are the following:
(Contracting Entity)

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Douglas H. Lee	16842 Von Karman Avenue Suite 300 Irvine, CA 92606	(949) 261-1100
2.	Ronald I. Sakahara	16842 Von Karman Avenue Suite 300 Irvine, CA 92606	(949) 261-1100

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

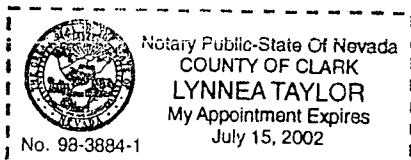
LEE & SAKAHARA ARCHITECTS AIA INC.
(Contracting entity)

By: [Signature]
Gary E. Congdon, Principal

Date: 11/19/99

Subscribed and sworn before me this
19 day of November, 1999

[Signature]
Notary Public



City of Las Vegas

Agenda Item No. 68

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of an engineering design services agreement with Sverdrup Civil, Inc. for engineering design services for the Rainbow Boulevard Road Improvements (\$757,250/Regional Transportation Commission and City of Las Vegas Special Improvement District)

Fiscal Impact

☐	No Impact	Amount: \$757,250
☒	Budget Funds Available	Dept./Division: Public Works/City Engineer
☐	Augmentation Required	Funding Source: RTC and CLV SID

PURPOSE/BACKGROUND:

The City of Las Vegas desires to construct the Rainbow Boulevard Road Improvements; Silverstream Avenue to Smoke Ranch Road and Rancho Road to Centennial Parkway. This project includes design and preparation of improvement plans, specifications, and bid documents to construct roadway, drainage, and sanitary improvements.

RECOMMENDATION:

The Director of Public Works recommends that the City Council approve the Engineering Design Services Agreement with Sverdrup Civil, Inc. for engineering design services for the Rainbow Boulevard Road Improvements.

BACKUP DOCUMENTATION:

Engineering Design Services Agreements

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR RAINBOW BOULEVARD ROAD IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 15th day of Dec, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), SVERDRUP CIVIL, INC., a private corporation (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Rainbow Boulevard Road Improvements; Silverstream Avenue to Smoke Ranch Road and Rancho Road to Centennial Parkway (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 **Description of Consultant's Services.** The Consultant hereby agrees to provide the basic services set forth in Exhibit "A" attached hereto.

1.02 **Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted professional engineering standards.

1.03 **Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 **Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the

professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's Representative is hereby designated as David E. Potter, P.E., who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 ***Designation of City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's 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.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 **Subconsultant Provisions.** In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant'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. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 **Term.** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 **Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance 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 the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 **General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside \$757,250.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of \$615,008.00 which sum represents compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

7.03 **Compensation: Additional Services.** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed \$142,242.00 without the prior written approval of the City.

7.04 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" attached hereto. Payment shall be due within thirty (30) days after the date of receipt and approval by the City's Representative of the monthly invoice.

7.05 **Retention.** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 **Right of Set-Off.** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the 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 errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 ***Release of Retention.*** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) and issuance of the Notice to Proceed for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

7.08 ***Final Payment.*** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time which may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide twenty-one (21) days for each document which is to be reviewed by the City.

8.02 ***Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 ***Increase in Retention.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also

maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement 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.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section 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 the services performed as of the date that notification of termination is received by the Consultant.

10.03 **Default.** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the 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 the 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 the 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 the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant should in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the 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 this Agreement by such means as the City may see fit, deduct from any balance due the 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 budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) 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 the services performed as of

the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the 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.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant or the Consultant or any of its subconsultants which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but for the construction of any other project.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Employers Insurance Company of Nevada (EICON).*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents,

servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***Certificates and Endorsements.*** 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 \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***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 the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 **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 the Consultant of any of its obligations hereunder.

10.09 **Consultant Warranties.** The Consultant hereby represents and warrants:

A. 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 services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B. That it 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.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D. That the Consultant has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999 and effective October 1, 1999) disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

10.10 **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.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required 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.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***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, without limitation, 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.

10.14 ***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.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to each Project, the Consultant which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location 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.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 **Notice.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Denis L. Atwood, P.E.
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO CONSULTANT:

David E. Potter, P.E.
Sverdrup Civil, Inc.
5450 West Sahara Avenue, Suite 150
Las Vegas, Nevada 89146

10.19 **Prohibition Against Contingent Fees.** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 **Dispute Resolution.**

A. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. 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 with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. 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.

E. 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 or the Nevada Arbitration Association within sixty (60) 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.

F. 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 Civil Procedure.

G. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) 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.

10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

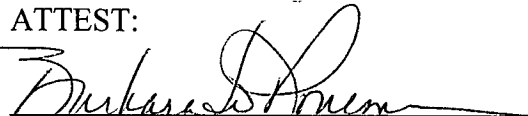
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvan 12-1-99
Robert S. Sylvan Date
Deputy City Attorney

SVERDRUP CIVIL, INC.



By: David E. Potter, P.E.

Its: Director, Nevada Operations

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services
Exhibit "B"	Additional Services
Exhibit "C"	Manhour Estimates
Exhibit "D"	Cost Derivative and Hourly Fee Schedule
Exhibit "E"	General Performance Schedule
Exhibit "E-1"	Detailed Performance Schedule
Exhibit "F"	Invoice Format
Exhibit "G"	Disclosure of Principals

EXHIBIT A

Scope of Work City of Las Vegas for

ROADWAY IMPROVEMENTS

on

Rainbow Boulevard (Southern Segment – Silverstream Avenue to Smoke Ranch Road; Northern Segment – Rancho Road to Centennial Road)

Project Description:

This project includes design and preparation of improvement plans, specifications, and bid documents as described herein to construct roadway, drainage, and sanitary improvements on Rainbow Boulevard to the described project limits.

Rainbow Boulevard Project Limits:

Southern Segment – Northern end of Rainbow/Silverstream intersection to northern end of Rainbow/Smoke Ranch intersection. Intersection limits will include that portion of east-west cross streets to enable acceptable profile runoff resulting from the Rainbow Boulevard improvements. Full Intersections will include Washington, Vegas Drive, Lake Mead, Best in the West, and Smoke Ranch. “Tee” intersections include Lost Dutchman, Dreamer, Escalon, Gazelle, US 95, and Balzar.

Northern Segment – Northern end of Rainbow/Rancho Road intersection to southern end of Rainbow/Centennial intersection. Full intersections limits will include that portion of east-west cross streets to enable acceptable profile runoff resulting from the Rainbow Boulevard improvements. Intersections will include Rancho Sante Fe Drive, Ann Road, Tropical Parkway, and Azure Drive. “Tee” intersections include Hammer, El Campo Grande and Corbett. Hammer Lane limits will be full street improvements to approximately 330 feet east of Rainbow and half street improvements for the south side of Hammer Lane for another approximately 330 feet east of the full street improvements. Tropical Parkway east of Rainbow Boulevard includes sanitary sewer improvements therefore a portion of Tropical Parkway is contained in the project limits.

Peak Drive Cross Gutter – The “rideability” through at the Peak Drive cross gutter will be evaluated and recommendations will be made for improving this location. One option to convey the runoff and nuisance flows would be through a temporary “bubbler” system.

Design Criteria:

The Consultant shall employ design criteria established by the most recent editions of the following publications:

- A. "Uniform Standard Specifications for Public Works Construction of Off-Site Improvements, Clark County, Nevada" Clark County Regional Transportation Commission.
- B. "Uniform Standard drawings for Public works Construction of Off-Site Improvements, Clark County, Nevada," Volumes I and II, Clark County Regional Transportation Commission.
- C. Design and Construction Standards for Wastewater Collection Systems, Clark County, Nevada."
- D. Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada."
- E. A Policy and Procedures for Design of Public Works Projects." the Clark County Regional Flood Control District (CCRFCDD) Hydrologic Criteria Manual
- F. Clark County Regional Transportation Design Criteria
- G. AASHTO "A Policy on Geometric Design of Highways and Streets"
- H. Other Applicable Design Standards

100 GENERAL

The Consultants general responsibilities include the following:

105 Meetings

Kickoff Meeting – At the kickoff meeting, program elements will be reviewed and the scope of the project discussed. Attendees will include the City Program Manager, all City service departments (engineering, traffic, SID drainage, and sanitary sewer), the Regional Transportation Commission, Clark County Public Works SID Department, and all utility companies. Items of discussion will include definition of project elements, review of the project scope, determination of a detailed project schedule, clarification of project responsibilities and disclosure of future project or facilities that may impact the project limits. Points of contact will be established with the various agencies and utility companies through whom all coordination with the project should be directed. Minutes of the kickoff meeting will be taken and distributed to the attendees.

City of Las Vegas Meetings – Sverdrup will have the appropriate key staff present at biweekly meetings (to be held at the Sverdrup office) to report on progress as well as discuss design issues. A tentative agenda will be provided to the City Program Manager in advance of the meetings. Minutes of the meeting will be taken and distributed to the attendees.

County SID Meetings – Three meetings are anticipated with Clark County SID staff in coordinating with them regarding that portion of the project which lies within County jurisdiction, that being the full right-of-way between Ann Road to El Campo Grande, the eastern right-of-way between El Campo Grande and Azure Drive and the full right-of-way between Azure Drive and Centennial Parkway. The City Program Manager will be apprised in advance of the meetings. Minutes of the meetings will be taken, distributed to the attendees and a copy forwarded to the City Program Manager.

Agency Meetings – Meetings with other agencies will be held in the development of the Rainbow Boulevard project. These agencies (and number of meetings) include CCRTC – 2

meetings (traffic projections), utility companies (LVVWD – 3 meetings, Southwest Gas – 1 meeting, Nevada Power – 2 meetings, Sprint Telephone – 1 meeting, Cox Cable – 1 meeting), and CCPW – 3 meetings (regarding Northern Beltway along Centennial alignment). The City Program Manager will be appraised in advance of the meetings. Minutes of the meetings will be taken and distributed to the attendees and a copy forwarded to the City Program Manager.

Consultant Meetings – Four meetings with other consultants are anticipated that are designing adjacent improvements will be conducted to ascertain impacts/conflicts with the proposed Rainbow Boulevard project. In particular, meetings will be held with VTN (2 meetings anticipated) regarding coordination of their design of regional flood control facilities and street and signal facilities for Ann Road. The City Program Manager will be appraised in advance of the consultant meetings. Minutes of the meetings will be taken, distributed to the attendees and a copy forwarded to the City Program Manager.

Subconsultant Meetings – Meetings with the surveying and mapping subconsultant, Pentacore, and geotechnical subconsultant, Terrecon, will be held in conjunction with the City biweekly meetings in the development of the Rainbow Boulevard project.

110 Data/Report Collection & Review

To aid in the design process, pertinent data and reports will be collected to determine the impact and relevancy of this information to the proposed Rainbow Improvements. The following data and reports will be collected and reviewed: ROW mapping (District Maps), adjacent property information (assessors numbers; title reports for County SID and for ROW takes); pertinent drainage reports; June 1995 Neighborhood Flood Control Master Plan for the Lake Mead/Rancho/US 95/Oran K Gragson Area/December 1997 Volume I & II of City of Las Vegas Flood Control Facilities Inventory and City Wide Hydrology Analysis; December 1997 Volume I & II of the City of Las Vegas Northwest Neighborhood Flood Control Master Plan; pertinent geotechnical reports; pertinent traffic studies; previous plans/as-builts from which the present improvements were constructed including: street, signing, lighting, signalization, drainage, water, sewer, power, gas, telephone, and cable TV.

115 Agency Displays

The display for RTC backup update shall be shown on appropriate 8 ½" x 11" sheets. The second display is associated with the Clark County SID. The contents of the Large Scale Display for public hearings shall be as designated in the "Department of Public Works Design Engineering Division Special Improvement District Guidelines, Revised September, 1998."

120 Coordination

Besides the meetings and presentations previously discussed, on-going coordination as needed will occur with all agencies/entities involved including: City of Las Vegas, Clark County Public Works, RTC, City Program Manager, Utility Agencies, and VTN. As well, coordination with the subconsultant team made up of Pentacore (surveying, topographic mapping, ROW information) and Terracon (geotechnical investigations/recommendations) will be on-going to ensure their support of the design effort. Coordination will also include the supervision and the

execution of work between the disciplines required in the development of the delivery of this Scope of Services. These disciplines include the roadway, traffic, signal, lighting, sewer, water, geotechnical, right-of-way, SID, and specification and cost estimate elements. Coordination also includes the QA/QC of all deliverables and reports prior to each major submittal to ensure completeness and correctness as it relates to that particular submittal.

125 Schedule

A schedule developed using Primavera will be submitted to the City Program Manager for approval within 10 days after Notice to Proceed is given. After approval is given, the schedule will be updated monthly and submitted for review to the City Program Manager within five (5) working days following the last calendar day of the month. The schedule will detail tasks necessary to accomplish the work associated with this Scope of Services and will show: critical path, milestone submittals, and start/finish/float for each task. The schedule will be used as a management tool to effectively control project progress.

200 PREDESIGN

The Consultants predesign responsibilities include the following:

205 Control Survey

A control survey will be performed based on records research and field surveys tying into existing monuments to establish a basis of bearings for the project. Horizontal control will be established to enable the development of the planimetric detail of the aerial mapping and for field surveys. The horizontal control will identify (bearing and distance) the project centerline (Rainbow Boulevard) and intersecting streets. Likewise, vertical control will be established to complete the ground control necessary for the aerial mapping which will result in the base mapping on which the proposed improvements will be shown.

210 Aerial Mapping

Aerial mapping will cover Rainbow Boulevard from Silverstream Avenue to Smoke Ranch Road, from Rancho Road to Centennial Parkway, Hammer Lane from Rainbow Boulevard to 660 feet east of Rainbow Boulevard and Tropical Parkway from Rainbow Boulevard to 660 east of Rainbow Boulevard. Photogrammetric services will include: black and white aerial photography in stereo with one set of electronically dodged contract prints; photogrammetric stereo compilation to develop Digital Terrain Model (DTM) Information Files; mass points will be digitized at high, low, and intermediate positions in order to best depict the ground; supplement mass points will be added in order to densify the point; additionally, 3-D breaklines will be used to supplement DTM; 1 foot contours will be computer generated and interpolated using Intergraph Site Works software, then run through contour smoothing software as a final step; mapping accuracy will be 90% contours within 1/2 contour interval and 90% spot elevations within 1/4 contour interval; full planimetric detail will also be digitized. Text scale will be 1"=40'.

215 Field Survey

The horizontal and vertical location of the panel points set for the aerial mapping will be established by field survey. Sanitary sewer manholes will be "dipped" to identify invert elevations. In addition, the Peak Drive/Rainbow Boulevard location will have detailed cross sections at 50 foot intervals north and south of the intersection for 100 feet. Where curb does not exist, cross sections will be taken at 50 foot intervals from street centerline to 20 foot outside the ROW line. Top of curb elevations will be taken at the PC, $\frac{1}{2}$ delta, PT and 100 feet in each direction at the following intersections: Washington, Vegas Drive, Lake Mead, US 95 Ramps, Smoke Ranch, Peak Drive, Ann Road, and Tropical Parkway. Full cross sections at 25 foot intervals will be taken 300 feet each side of Rainbow Boulevard ROW at Washington Lake Mead, and Smoke Ranch. Valve boxes, manhole covers, vault covers, potholes and signal/lighting boxes within the ROW will be identified by field survey. Locate by field survey the thirty seven (37) geotechnical borings. Twenty (20) potholes are anticipated to investigate conflicts. These potholes will be located by field survey.

220 ROW

ROW information for the project limits will be researched to identify existing ROW and determine where new right-of-way may be required for the proposed improvements including takes for site distance at intersections. ROW information will also be used in the development of the SID process. A ROW exhibit will be prepared at a 1"=100' scale which will include the following:

- A horizontal control plan with alignment information for section lines, project centerline (including intersecting streets), and sectional ties;
- Subdivision and sectional references;
- Existing and proposed right-of-way lines, easement lines of record on parcels affected by proposed alignment;
- All property numbers and dates for existing rights-of-way: public and utility easements of record;
- Assessor's parcel numbers and owner's names for all parcels from which right-of-way is required;
- Street names, curve data, legend;
- City, county and other municipal boundary lines;
- Property schedule for all ROW take parcels and for parcels in Clark County;
- Basis of bearing, North arrow and scale.

Where ROW and permanent easements and temporary construction easements are necessary, exhibit plats will be prepared (10 plats assumed) on 8½" x 11" sheets as well as preparing the associated legal descriptions for each "take" or permanent easement. Exhibit plats and legal descriptions will be prepared to RTC and City standards. Consultant will contact City R/W for examples of acceptable work product.

225 Geotechnical Investigation

The existing pavement will be evaluated for complete replacement or milling and overlay or a combination thereof.

Subsurface conditions will be explored along the project alignments with a total of 37 borings (approximately 500 foot intervals along the alignments). The borings will be drilled to appropriate depths below existing alignment grades. The depth and location of the explorations may be adjusted in the field depending upon the surface and/or subsurface conditions encountered.

The explorations will be logged during the drilling operations. In addition, relatively undisturbed ring samples and/or representative bulk samples will be obtained, as applicable, for laboratory testing. The laboratory tests performed will depend upon the soil conditions encountered. All drilling, sampling and laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards.

A visual pavement condition survey will be performed to identify and locate distress areas. Distress will be identified by considering the type, severity and amount of distress. To conduct load-deflection tests a Dynatest Falling/Heavy Weight Deflectometer (FWD) will be used. Testing will be performed at approximately 250 foot spacings in the outside wheel path of each lane to assess the structural capacity of the pavements at the facility. Tests will be staggered such that data will be obtained at approximately 125 foot intervals along the alignment.

A ground penetrating radar survey will be conducted using the number and thickness of each layer in a multi-layer pavement section. The survey will be performed in accordance with ASTM D-4748.

The pavement load deflection data obtained from the non-destructive testing will be analyzed to back calculate pavement support conditions and pavement layer stiffness parameters. The stiffness parameters will be used to model the structural capacity of the existing pavement under operational loading. This modeling will be used to evaluate the residual structural life of the existing pavement and to evaluate the feasibility of different rehabilitation alternatives and to aid in determining new pavement sections.

After completion of the field exploration, non-destructive testing and laboratory testing programs, the result will be evaluated to develop pavement design recommendations and prepare a pavement engineering report. The following information will be included in the report:

- A summary of project information.
- A brief discussion of the field exploration and laboratory testing programs.
- A discussion of the existing surface conditions at the time of our field exploration program
- A discussion of the subsurface conditions encountered within the depths explored.
- A geologic discussions.
- Recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, and coefficient of friction and estimated settlements.
- Recommendations for use in design of retaining walls.
- Earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials.
- Suitability of existing soils for use as trench backfill for buried utilities.
- Data on excavatability of materials encountered.
- Recommendations for pavement overlays, if applicable.

- Recommended asphalt and aggregate base course thickness for new structural pavement sections based on CALTRANS and AASHTO design methods.
- The Geotechnical Report will be included in the Draft Predesign Report submittal. Comments received from the City review will be incorporated into the final Geotechnical Report and submitted with the Final Predesign Report.

230 Drainage Study

The proposed Rainbow Boulevard drainage system will need to convey both the roadway drainage and any offsite areas that drain into the boulevard. Since the two segments of the project are not connected, the drainage systems for the Smoke Ranch Road to Silverstream Avenue will be independent from the Rancho Road to Centennial Parkway segment. The project will be constructed under the Special Improvement District (SID). This decision will determine the width of the pavement section and if curb and gutter is provided. The Drainage Study will recommend what improvements are required to meet CCRFCD criteria as well as size and location of storm drain facilities to meet RTC requirements. The drainage plans will reflect the recommendations of the Drainage Report.

In addition to the drainage system for the Northern Segment and Southern Segment of the Rainbow Boulevard project, the east-west valley gutter at the intersection of Peak Drive will be evaluated to be removed or modified to improve the rideability through the cross gutter. Recommendations will be made for this improvement including the conveyance of nuisance and storm flows.

The drainage system will be designed to meet the RTC criteria for the 10-year frequency storm, unless otherwise noted. All the storm drain in Rainbow will be sized for the 10-year frequency storm. Inlets at Ann Road designed by VTN will be incorporated into the design of the Rainbow Boulevard project. The proposed storm drain on Rainbow Boulevard from 600 feet south of Washington Avenue to Lake Mead Boulevard shown on Figure 4-3 of the Recommended Storm Drainage Plan and Facilities Inventory prepared by Montgomery Watson will be designed and improvement plans developed. An 18-inch RCP connection will be made at the north side of Vegas Drive to continue the flow north to Lake Mead. (Later and not a part of this contract, the flows on Rainbow Boulevard south of Vegas Drive will be carried east with storm drain designed along Vegas Drive as future improvements.)

The following plans and reports will be reviewed to assess the offsite drainage:

- Northwest Neighborhood Master Plan, prepared by PBS&J
- Lake Mead/Oran K. Grayson Highway Drainage Study by Montgomery Watson
- Recommended Storm Drainage Plan and Facilities Inventory by Montgomery Watson
- Development Plans

This Scope of Services assumes that the Consultant will coordinate with City Public Works Flood Control for the City to provide plans and reports where available of the offsite areas for use in the drainage design. Drainage areas tributary to inlet collections systems will be defined by the Consultant and included in the drainage study. Assumptions on future land use in undeveloped areas will be made based on the City's zoning. The Consultant will assume future

regional and local facilities in place as shown on the Neighborhood Plans and land use patterns presented in those reports. Drainage areas in undeveloped parcels that drain to the roadway corridor will be determined from available topographic maps provided by the City, or from USGS quads. Drainage areas for questionable areas will be verified through field inspections.

Discharges for the 10-year frequency storm will be taken from the available plans and reports. Where the 10-year frequency storm is not provided, the 10-year discharge will be determined through a hydrologic analysis identifying flows to each street, intersection, or concentration point. The Scope of Services includes performing hydrologic analysis (HEC-1) to determine offsite discharges to each street where flows will be intercepted and hydraulic calculations for storm drain and inlet systems.

The following drainage construction plans will be submitted with the Drainage Report:

- Drainage Plan Sheets – half size (11" x 17") showing the storm drain alignment (trunk lines and laterals), catch basins and manholes.
- Profiles of major trunk lines on sheets separate from the plan sheets. The 10-year frequency storm hydraulic grade line will be shown on the storm drain profiles and laterals.
- Drainage detail sheets – showing special structure and other drainage details.
- Specifications and general notes.

The Drainage Report will include the following:

- Drainage Map showing subbasins, concentration points and 10-year frequency flows, and proposed facilities on a 11" x 17" sheet.
- Description of the drainage design.
- Listing of the criteria used in the drainage design.
- Drainage area maps as needed.
- List of offsite drainage information.
- Hydrologic calculations for future conditions.
- Hydraulic calculations for 10-year storm drain and inlet systems.
- HEC-1 data disk

The Preliminary and Final Drainage Reports will be on 8.5" x 11" sheets with 11" x 17" sheets for exhibits as needed bound in a three ring binder. Reduced drainage plans (11" x 17") will be included in the Drainage Report.

Submittals – The Preliminary Drainage Report will be a part of the Draft Predesign Report submittal. The Preliminary Drainage Report will include a preliminary description of the drainage design, a description of the design criteria and a preliminary discussion of drainage from offsite areas.

The Predesign Phase drainage design and cost estimate will assume that Rainbow Boulevard will be incorporated into the SID. Since the drainage design will be significantly impacted by the SID decision, effort will be directed to those design items that are least affected by the SID. The

analysis of the Predesign Phase will concentrate on determining sources of offsite drainage, identifying major trunk line alignments and elevations, and identifying potential drainage outfalls. The Predesign Phase drainage plans will show the preliminary alignment of the major trunk lines, laterals and catch basins.

After the Predesign Report submittal, the Drainage Report shall be revised per all agency and review comments. All calculations, design refinement of the major trunk lines, drainage laterals, catch basins and all drainage appurtenances will be addressed in the Final Drainage Report which will be submitted at the Final Submittal.

235 Water/Sewer Services

New sanitary sewer transmission lines will be designed, plan and profile sheets developed, specifications prepared and cost estimates developed for the following approximate locations in Rainbow Boulevard: sewer extension south from the last manhole south of Rancho Sante Fe Drive; sewer extension south from the last manhole south of Ann Road; sewer extension north from the last manhole north of El Campo Grande Avenue; and a new sewer line between Tropical Parkway and Centennial Parkway. A new sanitary sewer will be designed in Tropical Parkway from the first manhole east of Rainbow Boulevard to connect with the new sewer line in Rainbow Boulevard. The sizes of the new sanitary sewer lines will be determined based on the slope and required flow volume.

The Consultant shall research existing water and sewer facilities and make recommendations for services to be added to service properties along project limits, as applicable. Services identified by the property owners shall be shown on the plan view with inverts and minimum slopes shown on the sanitary lateral stub-out.

240 Traffic Analysis

Signalized intersection analysis – Intersection analysis shall be coordinated with the roadway design and channelization. Available traffic count data will be provided by the City of Las Vegas. If additional traffic count data is needed for the analysis, the Consultant will provide it. Intersections shall be designed to meet LOS D for the intersection with no movement worse than LOS E for the future traffic projections. The following intersections with Rainbow Boulevard are assumed for detailed signalized intersection analyses:

- Vegas Drive (replace wood pole and span wire with mast arm)
- Lake Mead Boulevard
- US 95 Ramps
- Smoke Ranch Road
- Rancho Road
- Ann Road (new signal being designed by VTN)
- Tropical Parkway (install signal underground's)
- Azure Road

Recommendations – The results of the intersection analysis shall be the basis of the recommendations for improvements to existing/proposed traffic signals and recommendation of number of lanes. Recommendations shall include the following:

- Number and locations of traffic signals in the corridor.
- Upgrade existing signals to video monitoring.
- Adequacy of existing traffic signal equipment including; signal poles, mast arm lengths, controllers, signal heads and “far-side left” signal heads.
- Number of lanes including through, left, and right turn lanes at each approach roadway.
- Length of left and right turn bays.
- Coordinate with RTC for existing/proposed bus stops or turnouts.
- Pedestrian requirements.
- For pavement design, ADT projections will be acquired from the RTC model.

Pedestrians – The consultant shall make recommendations on pedestrian routes in and through the corridor. Included will be an evaluation of safe school routes.

Bicycles – The consultant shall coordinate with the RTC on designated bike routes on or through the corridor.

Signal Interconnect – The consultant shall incorporate into the study an evaluation of the corridor and location(s) for tie-in to the existing network for a traffic signal interconnect for the project.

Buses – The consultant shall coordinate with the RTC on bus routes in and through the corridor. Existing and proposed bus stops and turnouts shall be evaluated and incorporated into the design.

250 Utility Coordination

Utility companies who will be involved and coordinated with for the Rainbow Boulevard project include LVVWD, Southwest Gas, Nevada Power, Sprint Telephone, and Cox Cable. This coordination will include researching and collecting construction plans for these existing utilities (as well as City sanitary sewer plans and City signal/lighting plans) as they relate to the project boundaries. The utility as-built information will be added to the aerial mapping, as appropriate, in the development of the project base mapping. In addition to the attendance at the kickoff meeting by a representative of each utility company, a utility coordination meeting will be held prior to the 30% plan submittal to confirm that the utility information gathered is correctly shown in the plans. This utility coordination meeting will also provide a forum to update the utility companies of any changes in the project since the kickoff meeting and for the utility companies to appraise the City of any changes to their utilities as shown in the 30% plans.

At each submittal milestone, the utility companies will receive the project plans for their review and comment. Project plans will be sent to the utility companies at the 30%, 70%, 90%, 99% and Final submittals. The plans will be updated after each submittal based on the utility company comments. Prior to the Final Submittal to the City, utility company signature will be obtained on the plan set Cover Sheet.

255 Special Improvement Districts

City of Las Vegas SID – At the 30% submittal unit costs for the specific bid items will be provided to the City. All other SID processes are performed by the City SID Department. Coordination with the SID Department will be required throughout the project to facilitate property owners' requests being designed and included in plans. Attendance at two informal meetings and the City public hearing will be required.

Clark County SID – The consultant will be responsible for preparation of the SID items and for following the process outlined in the "Public Works Design Engineering Division Special Improvement Guidelines". Ongoing coordination with County SID staff as well as attendance at public meetings and public hearings will be required to facilitate the County SID process. The County SID deliverables include: 30% Plan submittal; large scale display for public hearings; Provisional Order Assessment Plat (24" x 36"; 1"=100'); Final Plat (24" x 36"; 1"=100'); documentation supporting calculated frontages; preliminary quantity calculations; preliminary Total Project Cost Estimate; Preliminary SID Cost Estimate (by funding source); Preliminary Quantity Breakdown per Improvement form; final construction plans; bid documents and special provisions; final quantity calculations; Final Project Cost Estimate; Final SID Cost Estimate (by funding source); Final Quantity Breakdown per Improvement Form; bid abstract; revised Location Map; and written certification attesting that the plans, plats, and estimates have been reviewed and checked as to quality and accuracy. The individual plat maps will be prepared at the 50% design stage to accelerate the County SID process. It is anticipated that there will be 80 plat maps prepared.

260 30% Plans

The 30% Plan submittal will take into account the recommendations from the geotechnical investigations for the pavement section. Based on the traffic projections and the geotechnical investigations, existing improved roadways may require mill and overlay, complete reconstruction or a combination of the two. New roadways will take into the recommended pavement sections. The crosssection of Rainbow will be that of an arterial roadway including curb, gutter and sidewalk. However, should a SID not be formed, the crosssections will provide for two lanes each side of the centerline and drainage will be studied to collect flows into the storm sewer if the gutter is not constructed.

The roadway profile will be investigated for adherence to design guidelines that it provides for drainage runoff and that rider comfort is taken into account. Where drainage inlets will be incorporated into the design at intersections, existing valley gutters will be investigated to be removed. As well, modifications to the profile on Rainbow will be investigated at Smoke Ranch and Washington where the dramatic profile changes in Rainbow significantly impedes the flow of traffic at these intersections.

Wheelchair ramps will be designed for those intersection locations where new sidewalk, curb and gutter is to be constructed. Existing wheelchair ramps will not be modified with the exception of grinding the lip at the gutter if this condition applies. Concrete driveways will only be designed and constructed if a SID is formed and the request is made by the property owner. Raised median islands will be investigated at the major intersections and reviewed for acceptance by the City.

30% plan submittal will include the following sheets:

- Cover Sheet
- Survey Control Sheet
- Typical Sections Sheets
- Preliminary Peak Drive Intersection Sheet
- Preliminary Roadway Plan & Profile Sheets (including cross street if applicable)
- Preliminary Storm Drainage Plan & Profile Sheets
- Preliminary Sanitary Sewer Plan & Profile Sheets
- Preliminary Lighting Plan Sheets

Plan sheets will be at 1"= 40' scale including topographic features, contour intervals shall be 1-foot, slope limits will be shown, ROW, easements, property ownership (APN and owner name – owner name for County SID limits only), existing and proposed utilities, proposed curb, gutter, sidewalk and driveways (where requested), proposed drainage improvements, proposed streetlights and conduits, 3" signal interconnect conduit for the project length, and electric service locations, and proposed sanitary sewer.

270 Draft Predesign Report

A Draft Predesign Report will be prepared which will summarize the information and work developed to the 30% level. Included in the report will be the following:

- Brief Executive Summary
- Design criteria and constraints
- 30% plans (roadway, drainage, sanitary sewer, and lighting)
- Preliminary Drainage Report
- Preliminary Geotechnical Report
- ROW Exhibit
- ROW & easement requirements
- Preliminary Traffic Impact Analysis
- Preliminary Bid Schedule and quantities
- Drawings, figures and tables to support recommendations
- Copy of meeting minutes and correspondence with a summary
- SID deliverables to the City and County
- Preliminary cost estimate broken down by funding source in the County and the City of Las Vegas
- HEC-1 data disk

Ten (10) copies of the Predesign Report will be delivered to the City Program Manager in 8 1/2" x 11" format with 11" x 17" sheets folded in. Each copy will have the transmittal wet-stamped by a Registered Engineer in the State of Nevada.

280 Final Predesign Report

The Draft Predesign Report shall be revised per all agency and City review comments. Three (3) copies of the Final Predesign Report will be delivered to the City Program Manager. Each copy will have the transmittal wet-stamped by a Registered Engineer in the State of Nevada.

300 70% PHASE

The City Program Manager will combine City department comments from the 30% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultants responsibilities for the 70% Phase include the following:

305 Potholing

Existing utilities will be potholed where there are potential conflicts with the proposed Rainbow Boulevard improvements. This pothole information will be used in the design of drainage, sanitary sewer, lighting and other improvements as deemed necessary. It is anticipated that there will be 20 potholes (additional potholing and pothole field surveys are identified under Exhibit B – Additional Services). The City's Program Manager will review the proposed potholing locations prior to implementing this activity.

310 70% Improvement Plans

The 70% Improvement Plans will contain updated information from the comments received from the 30% submittal. Typical section plan sheets will be further developed. Preliminary detail drawings will show details that are different from the Standard Drawings. Triple roadway profiles will show the centerline profile and the left and right curb profiles in relationship to the existing ground profile (where new curb and gutter will be constructed). The proposed and existing centerline profile and existing back of curb profiles will be shown where there is existing curb and gutter. The roadway plans will show new sidewalk, curb, gutter, new wheelchair ramps and modifications to existing wheelchair ramps. Intersection detail sheets will be prepared for the major intersections. The Peak Drive/Rainbow Boulevard intersection detail sheet will be prepared due to the removal of the valley gutter that crosses Rainbow. The utility pothole information will be incorporated into the appropriate profiles. Proposed drainage and sanitary sewer improvements will be further developed and shown on plan and profile sheets. The Peak Drive/Rainbow Boulevard "bubbler" system will be shown on the associated intersection detail sheet. New streetlight plans will be developed and will show proposed conduit locations and proposed power sources. Improvement plans to existing traffic signals will be developed along with a 3-inch conduit interconnect the length of the project. Signing and striping plans will be combined with the street light plans. Preliminary special provisions will be developed along with an updated construction cost by funding source. All improvement plans will be prepared at a 22" x 34" full size format at a scale of 1"=40'. The 70% submittal will be half-size 11" x 17" format. The following will be the sheet layout for the drawings:

- Cover Sheet
- Sheet Layout
- General Notes & Legend Sheets
- Horizontal Control Sheet
- Typical Section Sheets
- Detail Sheets
- Peak Drive Intersection Sheet
- Roadway Plan & Profile Sheets
- Intersection Detail Sheets
- Storm Drainage Plan & Profile Sheets
- Sanitary Sewer Plan & Profile Sheets
- Traffic Signal Improvement Plan Sheets
- Signing, Striping and Lighting Plan Sheets

320 70% Submittal

The 70% submittal will include:

- Ten (10) copies of half-size drawings
- Preliminary special provisions
- Updated Construction cost estimate by funding source
- Right-of-way acquisition status
- Preliminary utility relocation/clearance table
- Written response to comments from 30% submittal
- Submit plans to utility companies for their review

400 90% PHASE

The City Program Manager will combine City department comments from the 70% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultants responsibilities for the 90% Phase include the following:

410 90% Improvement Plans

The City Program Manager will combine the City department comments from the 70% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultant shall provide a written response to the Cities 70% comments stating how the Cities comments were addressed. The redline review comment set of plans from the City and the Consultants written response to the Cities comments will be submitted with the 90% Phase submittal.

The 90% submittal will be prepared at a 22" x 34" full size format. The following will be the sheet index for the drawings:

- Cover Sheet
- Sheet Layout Sheets
- General Notes and Legend Sheets
- Horizontal Control Sheet
- Typical Section Sheets
- Detail Sheets
- Roadway Plan & Profile Sheets
- Peak Drive Intersection Sheet
- Intersection Detail Sheets
- Storm Drainage Plan & Profile Sheets
- Sanitary Sewer Plan & Profile Sheets
- Traffic Signal Improvement Plan Sheets
- Signing, Striping and Lighting Plan Sheets

420 90% Submittal

The 90% submittal will include:

- Ten (10) copies of full size plans
- Updated special provisions
- Updated construction cost estimated by funding source
- Updated utility relocation/clearance table
- Written response to comments from 70% submittal
- Submit plans to utility companies for their review

500 99% PHASE

The City Program Manager will combine City department comments from the 90% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultants responsibilities for the 99% Phase include the following:

510 99% Improvement Plans

The City Program Manager will combine the City department comments from the 90% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultant shall provide a written response to the Cities comments stating how the Cities comments were addressed. The redline review comment set of plans from the City and the

Consultants written response to the Cities comments will be submitted with the 99% Phase submittal.

The 99% submittal will be prepared at a 22" x 34" full size format. The following will be the sheet index for the drawings:

- Cover Sheet
- Sheet Layout Sheets
- General Notes and Legend Sheets
- Horizontal Control Sheet
- Typical Section Sheets
- Detail Sheets
- Roadway Plan & Profile Sheets
- Peak Drive Intersection Sheet
- Intersection Detail Sheets
- Storm Drainage Plan & Profile Sheets
- Sanitary Sewer Plan & Profile Sheets
- Traffic Signal Improvement Plan Sheets
- Signing, Striping and Lighting Plan Sheets

520 99% Submittal

The 99% submittal will include:

- Ten (10) copies of full size plans
- Updated special provisions
- Updated construction cost estimated by funding source
- Updated utility relocation/clearance table
- Written response to comments from 90% submittal
- Submit plans to utility companies for their review

600 FINAL SUBMITTAL

The City Program Manager will combine City department comments from the 99% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultants responsibilities include the following:

610 Final Improvement Plans

The City Program Manager will combine the City department comments from the 99% submittal and issue them to the Consultant. A meeting will be scheduled to review the comments with the Consultant.

The Consultant shall provide a written response to the Cities comments stating how the Cities comments were addressed. The redline review comment set of plans from the City and the Consultants written response to the Cities comments will be submitted with the Final Submittal.

The Final Submittal will be prepared on sealed full size (22" x 34") original mylars and reproducible half size (11" x 17") drawings. The following will be the sheet layout for the Final construction drawings:

- Cover Sheet
- Sheet Layout Sheets
- General Notes and Legend Sheets
- Horizontal Control Sheet
- Typical Section Sheets
- Detail Sheets
- Roadway Plan & Profile Sheets
- Peak Drive Intersection Sheet
- Intersection Detail Sheets
- Storm Drainage Plan & Profile Sheets
- Sanitary Sewer Plan & Profile Sheets
- Traffic Signal Improvement Plan Sheets
- Signing, Striping and Lighting Plan Sheets

620 Final Submittal

The Final Submittal will include:

- One (1) original sealed full size mylar drawing and one (1) reproducible half size drawing (full size drawing files on CD in AutoCad 14 format). The cover sheet will be signed off by all appropriate utility company's
- Sealed Contract Documents and Supplemental Specifications in Word format on CD
- Final Drainage Report with HEC-1 data disk
- Written response to comments from 99% submittal
- Utility relocation/clearance table
- Submit Final plans to utility companies for their files

Assumption: City will provide at no cost to the Consultant available plans and studies on file with the City that are pertinent to this scope of services.

630 Construction Support

- Attend Pre-bid Meeting
- Attend Preconstruction Meeting

EXHIBIT B

Additional Services

I. TASKS

700 Additional Services

The following additional services may be performed at the discretion of the City of Las Vegas when authorized in writing:

- Design of existing sanitary sewer line adjustments/relocation
- Design of existing waterline adjustments/relocation
- Design of sewer laterals
- Design of water services
- Procuring NDOT encroachment permit
- Additional potholing and potholing location surveys (20 potholes estimated in basic scope)
- Preparation of R/O/W & Easement Plats (10 plats estimated in basic scope)
- Additional geotechnical investigations (37 borings estimated in basic scope)
- Additional SID work not contemplated in scope (587 hours estimated in basic scope)
- Preparation of additional R/O/W & Easement Plats (10 plats estimated in basic scope)

800 Bid and Construction Support

- Prepare Addenda
- Site visits during construction
- Shop drawing review
- Plan interpretation
- Response to RFI's

EXHIBIT C - MANHOUR BREAKDOWN

	Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS
100 General																		332
	105	Meetings																152
		Kickoff Meeting	1	2	2	2	2								2	1	11	
		Biweekly City Meetings	24	36	6	6	6								12	8	74	
		Agency Meetings																
		- CCRTC	2	2	3		3									1	9	
		- LVVWD	3	1			6	2								2	11	
		- SW Gas	1				1	1								1	3	
		- Nevada Power	2		2		2	2								1	7	
		- Sprint	1					1								1	2	
		- Cox Cable	1					1								1	2	
		- CCPW	3	4	2	2	2									2	12	
		Consultant Meetings																
		- VTN	2	1	2	2									2	1	8	
		- Others	2	2	2	2	2	2							2	1	13	
	110	Data/Report Collection & Review																130
		ROW		2													2	
		Drainage Studies		2		16						24					42	
		Plans/Asbuilts																
		- Street					4			8							12	
		- Drainage				8						8					16	
		- Signing					2			2							4	
		- Lighting					2			2							4	
		- Signalization			4					4							8	
		- Water					2			4							6	
		- Sewer						4		8							12	
		- Power					2			4							6	
		- Gas					2			4							6	
		- Telephone					2			4							6	
		- TV					2			4							6	
	115	Agency Displays																10
		RTC and SID Displays		1			3								6		10	
	125	Schedule																40
		Primavera Schedule		8	2	2	2	2									16	
		Schedule Updates		16	2	2	2	2									24	
200 Predesign																		2250
	205	Control Survey																5
		Project Control Surveys		1											4		5	
	210	Aerial Mapping																17
		Photogrammetry/Base Mapping		1											16		17	
	215	Field Survey																6
		Supplemental Surveys		1		2	2										5	
	220	ROW																36
		ROW Deliverables		4			8				8				16		36	
	225	Geotechnical Investigation																13
		Investigation & Report		1		2	8	2									13	
	230	Drainage Study																297
		Offsite Drainage Investigation				16						24					40	
		Hydrologic Analysis				24						32					56	
		Preliminary Drainage Report																
		- Report		1		16						32				16	65	
		- Drainage Maps				8						16			32		56	
		- 30% Drainage Design Plans				16						24					40	
		- Peak Dr. Cross Gutter Evaluation		4		16						12			8		40	
	235	Water/Sewer Services																142
		Sanitary Sewer Design		2				40						60	40		142	

Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS
240	Traffic Analysis																118
	Assemble traffic count data			4						24							28
	Signalized Intersection Analysis																0
	- Vegas Drive			2						4							6
	- Lake Mead Blvd.			2						6							8
	- US 95 Ramps			2						8							10
	- Smoke Ranch			2						4							6
	- Rancho Road			2						2							4
	- Ann Road			2						6							8
	- Tropical Parkway			2						4							6
	- Azure Road			2						2							4
	Recommendations		2	24						12							38
250	Utility Coordination																13
	Responses to Submittals		1	2	2	2	6										13
255	Special Improvement Districts																587
	City of Las Vegas SID																
	- Coordination		8					12									20
	- Bid Item Unit Costs		1					8									9
	- Informal Meetings (2)		4					4									8
	- Public Hearing (1)		2					2									4
	Clark County SID																0
	- Coordination							20									20
	County SID Meetings	6	4					4						3	4		15
	- 30% Plans							2									2
	- Provisional Order Assessment Plat		1					8						12			21
	- Large Scale Display		2					8						20			30
	- Final Assessment Plat		1					4						12			17
	- Location Map							2						4			6
	- Obtain Recorded Documents								20								20
	- Calculated Front Footages & Documentation		1					8	30								39
	- Calculated Assessments		1					8	40								49
	- Water Assessment							2	8								10
	- Sewer Assessment							2	15								17
	- Quantity Breakdown per Sheet		1					2	20								23
	- Total Cost Estimate		1					4	18								23
	- Cost Estimate by Funding Breakdown		1					4	18								23
	- Assessment Cost Breakdown		1					4	12								17
	- 50% Individual Plats		4					20	30					40			94
	- Final Plans							2						2			4
	- Final Bid Documents		2					8	15								25
	- Final Special Provisions							4	8								12
	- Final Quantity Calculations							8	20								28
	- Bid Abstract							1									1
	- Revised Individual Plats							8	12					30			50
260	30% Plans																785
	Plans/Project Elements Developed to 30%																
	- Cover Sheet	1												8			8
	- Survey Control Sheet	1												8			8
	- Typical Section Sheets	3				16								32			48
	- Preliminary Peak Drive Intersection Sheet	1			4	24						24		16			68
	- Roadway Plan & Profile Sheets	18	4			80						80		80			244
	- Storm Drainage Plan & Profile Sheets	15	2		40						40			60			142
	- Sanitary Sewer Plan & Profile Sheets	6	1				32						48	60			141
	- Lighting Plan Sheets	18	1	24						48				40			113
	- Submit 30% Plans to Utility Company		1						4					8			13

	Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS
300 70% Phase	270	Draft Predesign Report																180
		Executive Summary		1												2	3	
		Design Criteria & Constraints			2	2	2	2								2	10	
		30% Improvement Plans					2			4					4		10	
		Peak Dr. Intersection Recommendations		2	4	2	8			4		4	4	4	8		40	
		Preliminary Drainage Report		1		8						8				4	21	
		Preliminary Geotechnical Report		1			4			8						2	15	
		ROW Exhibit		1											4	2	7	
		ROW & Easement Requirements															0	
		Preliminary Traffic Impact Analysis		1	4						8					8	21	
		Preliminary Bid Schedule & Quantities		1			4			8							13	
		Preliminary Construction Schedule		1	2	1	2	2		4							12	
		Predesign Support Documentation			2	2	2	2		4						4	16	
		Copies of Minutes/Correspondence		1	2	1	2	2								4	12	
	280	Final Predesign Report																520
		Revisions per all Comments		2	4	4	4	4		2	2	2	2	2	16	8	52	
	305	Potholing																16
		Perform Potholing Including Survey			2	2	2	2							8		16	
	310	70% Improvement Plans																962
		- Cover Sheet	1												8		8	
		- Sheet Layout Sheets	2												24		24	
		- General Notes & Legend Sheets	2			2	4	2			2	4	8	2	24		48	
		- Horizontal Control Sheets	2				4								8		12	
		- Typical Section Sheets	3			2	16			4		4	16		24		66	
		- Detail Sheets	3	2		4	8	2		4		16	16	8	12		72	
		- Roadway Plan & Profile Sheets	18	2	4	2	24	2				16	40	8	60		142	
		- Intersection Detail Sheets	8	2	8		16			4	16		32		32		110	
		- Peak Drive Intersection Sheet	1	1	2	4	8				4	8	16		16		59	
		- Storm Drainage Plan & Profile Sheets	15	2		16	4			8		40	4		32		106	
		- Sanitary Sewer Plan & Profile Sheets	6	1				16		8				32	32		89	
		- Traffic Signal Improvement Plan Sheets	3	1	16						40				32		89	
		- Signing, Striping, & Lighting Plan Sheets	9	1	16					8	80				32		137	
	320	70% Submittal																146
		- Improvement Plans													8		8	
		- Preliminary Special Provisions		2	4	4	4	4			4	4	4	4		16	50	
		- Construction Cost Estimate by Funding Source			4	4	4	4			8	8	8	8			48	
		- ROW Acquisition Status					2										2	
		- Preliminary Utility Relocation/Clearance Table		1		2		2		1		1		1			8	
		- Written Response to 30% Comments		2	4	4	4	4								8	26	
		- Submit 70% Plans to Utility Companies														4	4	
400 90% Phase																		638
	410	90% Improvement Plans																497
		- Cover Sheet	1												4		4	
		- Sheet Layout Sheets	2												4		4	
		- General Notes & Legend Sheets	2				2					4	4	2	8		20	
		- Horizontal Control Sheets	2												8		8	
		- Typical Section Sheets	3	1			8			2			8		8		27	
		- Detail Sheets	3	1		4	4	2		2		8	8	4	16		49	
		- Roadway Plan & Profile Sheets	18	1		2	16			8	8		32	4	32		103	
		- Peak Drive Intersection Sheet	1	1		4	4				2	6	8		8		33	
		- Intersection Detail Sheets	8	1	2		8			2	8		16		24		61	
		- Storm Drainage Plan & Profile Sheets	15	1			12					16			8		37	
		- Sanitary Sewer Plan & Profile Sheets	6	1				12		4				24	8		49	
		- Traffic Signal Improvement Plan Sheets	3	1	8						20				16		45	
		- Signing, Striping, & Lighting Plan Sheets	9	1	12					4	32				8		57	

	Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS
500 99% Phase	420	90% Submittal																141
		- Improvement Plans													8		8	
		- Updated Special Provisions		1	4	4	4	4			4	4	4	4		16	49	
		- Construction Cost Estimate by Funding Source		1	2	4	4	4			8	8	8	8			47	
		- ROW Acquisition Status					2										2	
		- Updated Utility Relocation/Clearance Table				1		1		1		1		1			5	
		- Written Response to 70% Comments		1	4	4	4	4								8	25	
		- Submit 90% Plans to Utility Companies		1												4	5	
																		211
	510	99% Improvement Plans																91
600 Final Submittal		- Cover Sheet	1												2		2	
		- Sheet Layout Sheets	2												2		2	
		- General Notes & Legend Sheets	2												2		2	
		- Horizontal Control Sheets	2												2		2	
		- Typical Section Sheets	3	1			2						2		2		7	
		- Detail Sheets	3	1		2	2	2				2	2	2	2		15	
		- Roadway Plan & Profile Sheets	18	1			2				2		6	2	4		17	
		- Peak Drive Intersection Sheet	1	1		2						2			2		7	
		- Intersection Detail Sheets	8	1			2						4		2		9	
		- Storm Drainage Plan & Profile Sheets	15	1		2						2			2		7	
600 Final Submittal		- Sanitary Sewer Plan & Profile Sheets	6	1				2						2	2		7	
		- Traffic Signal Improvement Plan Sheets	3	1	2						2				2		7	
		- Signing, Striping, & Lighting Plan Sheets	9	1	2						2				2		7	
	520	99% Submittal																120
		- Improvement Plans													8		8	
		- Final Drainage Study		1		16						24			6	6	53	
		- Updated Special Provisions		1	2	2	2	2			2	2	2	2		4	21	
		- Construction Cost Estimate by Funding Source		1	2	2	2	2			2	2	2	2			17	
		- ROW Acquisition Status					2										2	
		- Updated Utility Relocation/Clearance Table				1		1		1		1		1			5	
600 Final Submittal		- Written Response to 90% Comments		1	2	2	2	2								2	11	
		- Submit 99% Plans to Utility Companies		1												2	3	
	610	Final Plans																118
		- Cover Sheet	1												2		2	
		- Sheet Layout Sheets	2												2		2	
		- General Notes & Legend Sheets	2												2		2	
		- Horizontal Control Sheets	2												2		2	
		- Typical Section Sheets	3				2						2		2		6	
		- Detail Sheets	3	1		2	2	2				2	2		4		15	
		- Roadway Plan & Profile Sheets	18	1			4			2			6		6		19	
600 Final Submittal		- Peak Drive Intersection Sheet	1	1		2						4			2		9	
		- Intersection Detail Sheets	8	1			4						4		2		11	
		- Storm Drainage Plan & Profile Sheets	15	1		2				2		4			2		11	
		- Sanitary Sewer Plan & Profile Sheets	6	1				6		4				8	4		23	
		- Traffic Signal Improvement Plan Sheets	3	1	2						2				2		7	
		- Signing, Striping, & Lighting Plan Sheets	9	1	2						4				2		9	
	620	Final Submittal																97
		- Improvement Plans													8		8	
		- Updated Special Provisions		1	2	2	2	2								4	13	
		- Construction Cost Estimate by Funding Source		1	2	2	2	2			2	2	2	2			17	
600 Final Submittal		- ROW Acquisition Status					1										1	
		- Final Drainage Report (Revised per 90% comments)		1		6	4									6	17	
		- Updated Utility Relocation/Clearance Table				1		1		1		1		1			5	
		- Written Response to 99% Comments		1	2	2	2	2								2	11	
		- Submit 99% Plans to Utility Companies		1												4	5	
		- Attend Pre-Bid Meeting		2		2	2	2	2								10	
		- Attend Pre-Construction Meeting		2		2	2	2	2								10	
			212	229	341	418	204	163	418	392	406	376	246	1203	162	4770	4770	

Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS

Task	Task Description	Meetings Sheets	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SID Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Hours	Hours Per WBS
Additional Work																	1125
700	Additional Services																310
	Existing Sanitary Sewer Adj./Relocation		2				8						16	14		40	
	Existing Water Line Adj./Relocation		2				8						16	14		40	
	New Sewer Lateral Design		2				8						16	14		40	
	New Water Service Design		2				8						16	14		40	
	NDOT Encroachment Permit		4			24						12				40	
	Additional Potholing & Potholing Locate (Assume 10)					12								8		20	
	Additional ROW/Easement Plats (Assume 10)		8			32										40	
	Additional Geotechnical Services				4	4	4					4	4			20	
	Signal Warrants (Assume 2 locations)		2	16						8				4		30	
	Special Improvement Districts																587
	City of Las Vegas SID																
	- Coordination		8					12								20	
	- Bid Item Unit Costs		1					8								9	
	- Informal Meetings (2)		4					4								8	
	- Public Hearing (1)		2					2								4	
	Clark County SID															0	
	- Coordination							20								20	
	County SID Meetings	6	4					4						3	4	15	
	- 30% Plans							2								2	
	- Provisional Order Assessment Plat		1					8						12		21	
	- Large Scale Display		2					8						20		30	
	- Final Assessment Plat		1					4						12		17	
	- Location Map							2						4		6	
	- Obtain Recorded Documents								20							20	
	- Calculated Front Footages & Documentation		1					8	30							39	
	- Calculated Assessments		1					8	40							49	
	- Water Assessment							2	8							10	
	- Sewer Assessment							2	15							17	
	- Quantity Breakdown per Sheet		1					2	20							23	
	- Total Cost Estimate		1					4	18							23	
	- Cost Estimate by Funding Breakdown		1					4	18							23	
	- Assessment Cost Breakdown		1					4	12							17	
	- 50% Individual Plats		4					20	30					40		94	
	- Final Plans							2						2		4	
	- Final Bid Documents		2					8	15							25	
	- Final Special Provisions							4	8							12	
	- Final Quantity Calculations							8	20							28	
	- Bid Abstract							1								1	
	- Revised Individual Plats							8	12					30		50	
800	Bid and Construction Support																228
	Prepare Addenda		8		8	8	8	8						20		60	
	Site Visits During Construction		28		4	4	4									40	
	Shop Drawing Review		8		8	8	8		4	8	4	4	8			60	
	Plan Interpretation		2		2	2	2									8	
	Response to RFIs		8		12	16	16								8	60	
		111		16	38	110	74	167	270	16	4	20	76	211	12	1125	1125

EXHIBIT D
FOR
RAINBOW BOULEVARD
PREPARED BY SVERDRUP CIVIL INC.
11-Nov-99

BASIC SERVICES	Task	Task Description	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SIO Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Total Labor	Subcontractor Costs	Direct Expenses (Printing Deliveries CAD)	Fees	Total
Overhead Multiplier	2.7508		\$45.00 Per Hour	\$36.00 Per Hour	\$34.00 Per Hour	\$36.00 Per Hour	\$32.00 Per Hour	\$34.00 Per Hour	\$30.00 Per Hour	\$27.50 Per Hour	\$27.75 Per Hour	\$28.00 Per Hour	\$26.75 Per Hour	\$25.50 Per Hour	\$17.00 Per Hour					
100 General																				
	105	Meetings	\$5,941.73	\$1,881.55	\$1,309.38	\$2,376.69	\$792.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,262.62	\$935.27	\$14,499.47		\$896.00		\$17,135.40
	110	Data/Report Collection & Review	\$495.14	\$396.12	\$2,244.65	\$1,782.52	\$352.10	\$0.00	\$3,631.06	\$0.00	\$2,442.71	\$0.00	\$0.00	\$0.00	\$0.00	\$11,344.30		\$520.00		\$13,225.62
	115	Agency Displays	\$123.79	\$0.00	\$0.00	\$297.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.87	\$0.00	\$841.74		\$136.00		\$1,078.75
	125	Schedule	\$2,970.86	\$396.12	\$374.11	\$396.12	\$352.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,489.31		\$160.00		\$5,188.02
		DELIVERABLES																	\$3,740.98	
200 Predesign	205	Control Survey	\$123.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.58	\$0.00	\$494.37	\$25,000.00	\$84.00		\$25,536.89
	210	Aerial Mapping	\$123.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,122.33	\$0.00	\$1,248.11	\$39,000.00	\$324.00		\$40,719.65
	215	Field Survey	\$123.79	\$0.00	\$187.05	\$198.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$508.90	\$10,500.00	\$20.00		\$11,089.97
	220	RDW	\$495.14	\$0.00	\$0.00	\$792.23	\$0.00	\$0.00	\$0.00	\$605.18	\$0.00	\$0.00	\$0.00	\$1,122.33	\$0.00	\$3,014.88		\$400.00		\$3,776.66
	225	Geotechnical Investigation	\$123.79	\$0.00	\$187.05	\$792.23	\$176.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,279.12	\$45,350.00	\$52.00		\$46,834.62
	230	Drainage Study	\$618.93	\$0.00	\$8,978.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,686.86	\$0.00	\$0.00	\$2,805.82	\$748.22	\$23,838.43		\$1,828.00		\$28,527.04
	235	Water/Sewer Services	\$247.57	\$0.00	\$0.00	\$0.00	\$3,521.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,415.03	\$2,805.82	\$0.00	\$10,989.45		\$1,208.00		\$13,516.18
	240	Traffic Analysis	\$247.57	\$4,357.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,448.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,051.42		\$472.00		\$11,729.99
	250	Utility Coordination	\$123.79	\$198.06	\$187.05	\$198.06	\$528.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235.11		\$52.00		\$1,435.32
	255	Special Improvement Districts	\$4,332.51	\$0.00	\$0.00	\$0.00	\$0.00	\$14,870.82	\$21,951.38	\$0.00	\$0.00	\$0.00	\$0.00	\$8,827.88	\$187.05	\$49,989.66		\$4,316.00		\$60,282.02
	260	30% Plans	\$1,114.07	\$2,376.89	\$4,115.20	\$11,883.46	\$2,816.82	\$0.00	\$330.10	\$3,631.06	\$3,053.39	\$8,010.33	\$3,532.03	\$21,885.36	\$0.00	\$62,748.50		\$8,132.00		\$78,410.32
	270	Draft Predesign Report	\$1,237.86	\$1,584.46	\$1,496.44	\$2,574.75	\$704.20	\$0.00	\$2,640.77	\$605.18	\$916.02	\$308.09	\$284.34	\$1,122.33	\$1,309.38	\$14,793.80		\$976.00		\$17,545.06
	280	Final Predesign Report	\$247.57	\$396.12	\$374.11	\$396.12	\$352.10	\$0.00	\$165.05	\$151.29	\$152.67	\$154.04	\$147.17	\$1,122.33	\$374.11	\$4,032.67		\$464.00		\$4,980.59
		DELIVERABLES																	\$22,093.49	
300 70% Phase	305	Potholing	\$0.00	\$198.06	\$187.05	\$198.06	\$176.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$561.16	\$0.00	\$1,320.38	\$12,000.00	\$192.00		\$13,670.83
	310	70% Improvement Plans	\$1,485.43	\$4,555.32	\$2,805.82	\$8,318.42	\$1,936.56	\$0.00	\$2,970.86	\$10,741.87	\$5,496.10	\$10,166.96	\$3,679.20	\$23,568.85	\$0.00	\$75,725.40		\$9,224.00		\$94,036.45
	320	70% Submittal	\$618.93	\$1,188.35	\$1,309.38	\$1,386.40	\$1,232.36	\$0.00	\$82.52	\$907.76	\$992.35	\$924.27	\$956.59	\$561.16	\$1,309.38	\$11,469.46		\$712.00		\$13,557.80
		DELIVERABLES																	\$10,621.83	
400 90% Phase	410	90% Improvement Plans	\$1,114.07	\$2,178.63	\$2,057.60	\$4,159.21	\$1,232.36	\$0.00	\$1,815.53	\$5,295.29	\$2,595.38	\$5,853.70	\$2,501.85	\$10,662.10	\$0.00	\$39,465.73		\$4,420.00		\$48,621.61
	420	90% Submittal	\$495.14	\$990.29	\$1,215.85	\$1,386.40	\$1,144.33	\$0.00	\$82.52	\$907.76	\$992.35	\$924.27	\$956.59	\$561.16	\$1,309.38	\$10,966.06		\$692.00		\$12,973.99
		DELIVERABLES																	\$6,051.82	
500 99% Phase	510	99% Improvement Plans	\$1,114.07	\$396.12	\$581.18	\$792.23	\$352.10	\$0.00	\$0.00	\$453.88	\$458.01	\$1,078.31	\$441.50	\$1,964.07	\$0.00	\$7,611.46		\$812.00		\$9,336.84
	520	99% Submittal	\$618.93	\$594.17	\$2,151.13	\$792.23	\$616.18	\$0.00	\$82.52	\$302.59	\$2,213.71	\$308.09	\$367.92	\$982.04	\$654.69	\$9,684.19		\$704.00		\$11,550.29
		DELIVERABLES																	\$2,075.48	
600 Final Submittal	610	Final Plans	\$990.29	\$396.12	\$581.18	\$1,188.35	\$704.20	\$0.00	\$660.19	\$453.88	\$763.35	\$1,078.31	\$588.67	\$2,384.94	\$0.00	\$9,769.47		\$1,016.00		\$11,957.80
	620	Final Submittal	\$1,114.07	\$594.17	\$1,589.96	\$1,485.43	\$968.28	\$374.11	\$82.52	\$151.29	\$229.00	\$154.04	\$220.75	\$561.16	\$748.22	\$8,273.03		\$516.00		\$9,781.79
		DELIVERABLES																	\$2,165.10	
SUBTOTAL FOR BASIC SERVICES			\$26,242.63	\$22,677.60	\$31,892.78	\$41,394.04	\$17,957.22	\$15,244.93	\$34,495.03	\$29,653.62	\$30,991.89	\$28,960.42	\$18,101.64	\$84,384.92	\$7,575.70	\$389,572.42	\$131,850.00	\$38,328.00	\$46,748.69	\$606,499.11
12% FEE ON LABOR, 5% FEE ON DIRECT & SUBCONTRACTORS			\$3,149.12	\$2,721.31	\$3,827.13	\$4,967.28	\$2,154.87	\$1,829.39	\$4,139.40	\$3,558.43	\$3,719.03	\$3,475.25	\$2,172.20	\$10,126.19	\$909.08	\$46,748.69	\$6,592.50	\$1,916.40		\$58,331.51
TOTAL DELIVERABLE			\$29,391.75	\$25,398.91	\$35,719.91	\$46,361.32	\$20,112.09	\$17,074.33	\$38,634.44	\$33,212.06	\$34,710.91	\$32,435.67	\$20,273.84	\$94,511.11	\$8,484.79	\$436,321.11	\$138,442.50	\$40,244.40	\$46,748.69	\$665,008.01

ADDITIONAL SERVICES

ADDITIONAL SERVICES	Task	Task Description	Project Manager	Senior Traffic Engineer	Senior Drainage Engineer	Senior Rdwy. Engineer	Senior Utility Engineer	Senior SIO Engineer	Civil Engineer	Civil Traffic Engineer	Civil Drainage Engineer	Civil Rdwy. Engineer	Civil Utility Engineer	CADD	Admin.	Total Labor	Subcontractor Costs	Direct Expenses		Total
Overhead Multiplier	3.0809		\$45.00 Per Hour	\$36.00 Per Hour	\$34.00 Per Hour	\$36.00 Per Hour	\$32.00 Per Hour	\$34.00 Per Hour	\$30.00 Per Hour	\$27.50 Per Hour	\$27.75 Per Hour	\$28.00 Per Hour	\$26.75 Per Hour	\$25.50 Per Hour	\$17.00 Per Hour					
700		Additional Services																		
	701	Design of Existing Sanitary Sewer Adj./Relocation	\$277.28	\$0.00	\$0.00	\$0.00	\$788.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.63	\$1,099.88	\$0.00	\$3,484.50		\$384.00		\$3,868.50
	702	Design of Existing Water Line Adj./Relocation	\$277.28	\$0.00	\$0.00	\$0.00	\$788.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.63	\$1,099.88	\$0.00	\$3,484.50		\$384.00		\$3,868.50
	703	Design of New Sewer Lateral	\$277.28	\$0.00	\$0.00	\$0.00	\$788.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.63	\$1,099.88	\$0.00	\$3,484.50		\$384.00		\$3,868.50
	704	Design of New Water Service	\$277.28	\$0.00	\$0.00	\$0.00	\$788.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.63	\$1,099.88	\$0.00	\$3,484.50		\$384.00		\$3,868.50
	705	Procuring NDOT Encroachment Permit	\$554.56	\$0.00	\$0.00	\$2,661.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,035.18	\$0.00	\$0.00	\$0.00	\$4,251.64		\$160.00		\$4,411.64
	706	Potholing & Potholing Locate (@\$600/EA, Assume 10)	\$0.00	\$0.00	\$0.00	\$1,330.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$628.50	\$0.00	\$1,959.45	\$6,300.00	\$208.00		\$8,467.45
	707	Additional ROW/Easement Plats (Assume 10)	\$1,109.12	\$0.00	\$0.00	\$3,549.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,658.32		\$160.00		\$9,018.32
	708	Additional Geotechnical Services	\$0.00	\$0.00	\$419.00	\$443.65	\$394.36	\$0.00	\$0.00	\$0.00	\$0.00	\$345.06	\$329.66	\$0.00	\$0.00	\$1,931.72	\$5,000.00	\$80.00		\$7,011.72
	709	Signal Warrants (Assume 2 locations)	\$277.28	\$4,436.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,388.99	\$0.00	\$0.00	\$1,885.51	\$104.75	\$10,093.03			\$816.00		\$10,909.03
	710	Additional Special Improvement District Work	\$4,852.42	\$0.00	\$0.00	\$0.00	\$0.00	\$16,655.35	\$24,585.58	\$0.00	\$0.00	\$0.00	\$0.00	\$9,663.24	\$209.50	\$55,966.09		\$4,316.00		\$60,282.09
	800	Bid and Construction Support																		
	801	Prepare Addenda	\$1,109.12	\$0.00	\$838.00	\$887.30	\$788.71	\$838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,571.26	\$0.00	\$6,032.40		\$560.00		\$6,592.40
	802	Site Visits During Construction	\$3,881.93	\$0.00	\$419.00	\$443.65	\$394.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,138.94		\$160.00		\$5,298.94
	803	Shop Drawing Review	\$1,109.12	\$0.00	\$838.00	\$887.30	\$788.71	\$0.00	\$369.71	\$677.80	\$341.98	\$345.06	\$659.31	\$0.00	\$0.00	\$6,017.00		\$240.00		\$6,257.00
	804	Plan Interpretation	\$277.28	\$0.00	\$209.50	\$221.82	\$197.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$905.78		\$32.00		\$937.78
	805	Response to RFIs	\$1,109.12	\$0.00	\$1,257.01	\$1,774.60	\$1,577.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$419.00	\$6,137.15		\$240.00		\$6,377.15
		SUBTOTAL FOR ADDITIONAL SERVICES	\$15,389.10	\$4,436.50	\$3,980.52	\$12,200.36	\$7,295.57	\$17,493.35	\$24,955.29	\$4,066.79	\$341.98	\$1,725.30	\$6,263.47	\$18,148.04	\$733.25	\$117,029.53	\$15,500.00	\$8,508.00	\$141,037.53	
		5% FEE ON DIRECT & SUBCONTRACTORS															\$775.00	\$425.40		\$1,200.40
		TOTAL	\$15,389.10	\$4,436.50	\$3,980.52	\$12,200.36	\$7,295.57	\$17,493.35	\$24,955.29	\$4,066.79	\$341.98	\$1,725.30	\$6,263.47	\$18,148.04	\$733.25	\$117,029.53	\$16,275.00	\$8,933.40		\$142,237.93

Activity	Description	Orig Dur	Remi Dur	%	Early Start	Early Finish
ID	Notice to Proceed	0	0	0	10JAN00	
10	Kickoff Meeting	1	1	0	10JAN00	10JAN00
1510	Primavera CPM Schedule	2	2	0	10JAN00	11JAN00
1210	ROW Data	0	0	0	11JAN00	10JAN00
2015	Control Surveys	1	1	0	11JAN00	11JAN00
2061	Drainage Investigation	21	21	0	11JAN00	08FEB00
2081	Assemble traffic count data	6	6	0	11JAN00	18JAN00
2055	Geotechnical Investigation	30	30	0	11JAN00	21FEB00
2122	Design Criteria and	14	14	0	11JAN00	28JAN00
2132	Predesign Report	5	5	0	11JAN00	17JAN00
2133	Minutes/Correspondence	2	2	0	11JAN00	12JAN00
2102	Clark County SID	120	120	0	11JAN00	26JUN00
2101	City of Las Vegas SID	10	10	0	11JAN00	24JAN00
20	Bi-Weekly City Meetings	28	28	0	11JAN00	17FEB00
30	Fire Department Meetings	2	2	0	11JAN00	12JAN00
1430	CC SID Coordination	20	20	0	11JAN00	07FEB00
70	Subconsultant Meetings	14	14	0	11JAN00	28JAN00
1410	Las Vegas Coordination	14	14	0	11JAN00	28JAN00
1420	Program Mngr Coordination	14	14	0	11JAN00	28JAN00
1450	Utility Co. Coordination	8	8	0	11JAN00	20JAN00
50	Agency Meetings	5	5	0	11JAN00	17JAN00
1440	CCPW Coordination	4	4	0	11JAN00	14JAN00
1460	Consultant (VTN)	4	4	0	11JAN00	14JAN00
60	Consultant Meetings	3	3	0	11JAN00	13JAN00
2025	Base Mapping	28	28	0	12JAN00	18FEB00
2035	Supplemental Surveys	3	3	0	12JAN00	14JAN00
1520	Schedule Updates	14	14	0	12JAN00	31JAN00
40	County SID Meetings	20	20	0	13JAN00	09FEB00
2083	Signalized Intersection	8	8	0	25JAN00	03FEB00
2084	Arterial Analysis	10	10	0	04FEB00	17FEB00
2063	Hydrologic Analysis	18	18	0	09FEB00	03MAR00
2085	Traffic Analysis	9	9	0	18FEB00	01MAR00
2075	Sanitary Sewer Design	14	14	0	21FEB00	09MAR00
2125	Preliminary Geotechnical	3	3	0	22FEB00	24FEB00
2128	Traffic Analysis	4	4	0	25FEB00	01MAR00
1240	Plans/As-Built	6	6	0	06MAR00	13MAR00
2064	Drainage Analysis	12	12	0	06MAR00	21MAR00
2111	Plans/Project Elements	60	60	0	14MAR00	05JUN00
2124	Preliminary Drainage Report	4	4	0	22MAR00	27MAR00
2129	Preliminary Bid Schedule and	8	8	0	06JUN00	15JUN00
2123	30% Improvement Plans	4	4	33	06JUN00	09JUN00
2127	ROW and Easement	4	4	0	06JUN00	09JUN00
2126	ROW Exhibit	2	2	0	06JUN00	07JUN00
2131	Preliminary Construction	2	2	0	06JUN00	07JUN00
2121	Executive Summary	4	4	0	16JUN00	21JUN00
2888	30% Submittal	0	0	0		21JUN00

Sheet 1 of 2

Date _____ Revision _____ Checked/Approved _____

LT-07

Project Start 10JAN00
Project Finish 14MAR01
Data Date 10JAN00
Run Date 11NOV99

SVERDRUP CORP.
10000 S. RAY BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL (214) 750-1100
FAX (214) 750-1101

EXHIBIT E

City of Las Vegas -- Rainbow Blvd.

Primavera CPM Schedule

Activity ID	Activity Description	Orig Dur	Rem Dur	%	Early Start	Early Finish	1999												2000												2001																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT F
INVOICE FORMAT

Sverdrup Civil Inc.
5450 West Sahara Ave., Suite 150
Las Vegas, Nevada 89146

Project Name: Rainbow Avenue Improvements

Attention: Denis Atwood, P.E.

Date: _____
Invoice #: _____
Job #: _____

Contract Task #	Proj. Mgr.			Sr. Traffic Engr.			Sr. Drain. Engr.			Sr. Rdwy. Engr.			Sr. Utility Engr.			Sr. SID Engr.			Civil Engr.			Traffic Engr.			Drain. Engr.			Rdwy. Engr.			Utility Engr.			CAD Designer			Word Processor			Total This Period						
	Hours Used This Period			Hours Used To Date			Hours Left in Budget			Hours Used This Period			Hours Used To Date			Hours Left in Budget			Hours Used This Period			Hours Used To Date			Hours Left in Budget			Hours Used This Period			Hours Used To Date			Hours Left in Budget			Hours Used This Period				Hours Used To Date			Hours Left in Budget		
	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left	Used	To Date	Left							
100			77			27			42			49			17						44						32						24			20										
200			74			90			165			170			92			159			304			138			194			110			114			583			56							
300			17			60			46			100			38						37			154			85			144			63			352			28							
400			13			32			35			56			27						23			82			47			88			47			160			28							
500			14			10			29			16			11						1			10			35			18			11			42			14							
600			17			10			23			27			19			4			9			8			13			18			11			42			16							
Subtotal (hrs)	0	0	212	0	0	229	0	0	341	0	0	418	0	0	204	0	0	163	0	0	418	0	0	392	0	0	406	0	0	376	0	0	246	0	0	1203	0	0	162	4770						

Subtotal (\$)

OH (1.7508) (\$)

Subtotal Labor & OH (\$)

Deliverables

Contract Section #

Subtotal

Subconsultant

Pentacore.

Terracon

Subtotal

Direct Costs

Subtotal

5% Mark-up (Subconsultants & Direct Costs)

Fee (12%)

<5% Retention>

TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date

Total Amount Remaining in Contract

EXHIBIT "G"

**DISCLOSURE OF PRINCIPALS
RAINBOW BOULEVARD IMPROVEMENT PROJECT**

The principals and partners of SVERDRUP CIVIL, INC and all persons and entities holding more than a 1% SVERDRUP CIVIL, INC. or any principal of SVERDRUP CIVIL, INC. are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Sverdrup Corporation	13723 Riverport Drive, Maryland Heights, MO 63043	
2.			(314) 436-7600
3.			
4.			
5.			
6.			

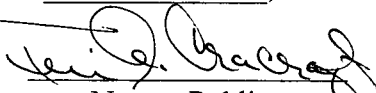
Continue list until full and complete disclosure is made.

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

By: _____

SVERDRUP CIVIL, INC.

Subscribed and sworn to before me this
30 Day of November, 1999


Notary Public

