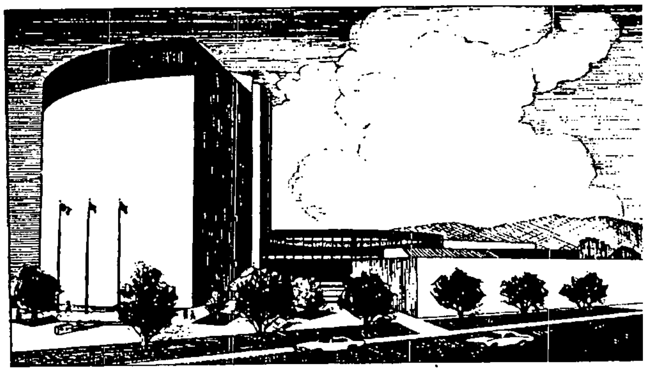

MINUTES

City of Las Vegas

CITY COUNCIL

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

JANUARY 5, 2000

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN MICHAEL J. MCDONALD MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN GARY REESE	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
COUNCILWOMAN LYNETTE BOGGS MCDONALD	☒	☐	☐
VIRGINIA VALENTINE, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
JOHN REDLEIN, CHIEF CIVIL DEPUTY CITY ATTORNEY, A.M. SESSION	☒	☐	☐
STEVE GEORGE, DEPUTY CITY ATTORNEY	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY P.M. SESSION	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: FEBRUARY 2, 2000

ATTEST:

CITY CLERK

MAYOR

City of Las Vegas

CITY COUNCIL AGENDA

JANUARY 5, 2000

TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 1

CONSENT

Administrative	Pg 2
Finance & Business Services	Pg 2 - 4
Human Resources	Pg 4
Neighborhood Services Department	Pg 4
Public Works Department	Pg 4 - 7
Resolutions	Pg 7

DISCUSSION

Administrative	Pg 7
City Attorney	Pg 7
Finance & Business Services	Pg 8
Resolutions	Pg 8
Boards & Commissions	Pg 8
Recommending Committee Reports *(Bills eligible for adoption at this meeting)*	Pg 8
Recommending Committee Reports *(Bills eligible for adoption at a later date)*	Pg 9
New Bills	Pg 9

AFTERNOON

Public Hearing	Pg 9
Planning & Development	Pg 10 - 13
Addendum *(Item heard by Department)*	Pg 13
Citizens Participation	Pg 13

City of Las Vegas

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 (At-Large) • COUNCILMAN MICHAEL J. McDONALD, MAYOR PRO TEM (Ward 1)
COUNCILMEMBERS: GARY REESE (Ward 3), LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2), LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6)**

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.

JANUARY 5, 2000

**Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.**

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

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV CHANNEL 2 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:30 AM AND THE FOLLOWING MONDAY AT 10:00 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.

LIVE BROADCAST ANNOUNCEMENT

- THERE WILL BE A BRIEF PRESENTATION TO KICK-OFF PROGRAMMING ON THE CITY OF LAS VEGAS' NEW GOVERNMENT ACCESS TELEVISION CHANNEL, KCLV CHANNEL 2

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND JEFFREY TALLY, CHRIST THE SERVANT LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE

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 December 1, 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 payment to University of Nevada Las Vegas (UNLV) in the amount of $150,000 for the City's share of matching funds owed for support of an Educational Television Station

4. Approval of Interlocal Agreement with Clark County addressing issues associated with the Regional Justice Center and the expansion of the County's detention facility

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

6. Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 8451 Boseck Drive, 89128, Tamara A. Joslin, Center/Nursery/Preschool Dir, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petitie Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 2 (L.B. McDonald)

7. Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 2121 Harbor Island, 89128, Lisa Guedry, Center/Nursery/Preschool Dir, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petite Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 2 (L.B. McDonald) [new Ward 4 (Brown)]

8. Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 6200 W. Smoke Ranch, 89108, Center/Nursery/Preschool Dir. Pending, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petite Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 4 (Brown) [new Ward 6 (Mack)]

9. Approval of a new Package Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Buffalo & Lake Mead Blvd., Inc., dba Lee's Discount Liquor, 7411 West Lake Mead Blvd., Lee Haeun Lee, Dir, Pres, Sun Ja Lee, Dir, Secy Treas, Lee Family Trust, 100%, Lee H. Lee, Trustee, Sun J. Lee, Trustee - Ward 2 (L.B. McDonald) [new Ward 4 (Brown)]

10. Approval of a new Beer/Wine/Cooler On-Sale Liquor License, Arce & Romo, dba Los Molcajetes, 1553 North Eastern Ave., Odelia B. Arce, 50%, Joana L. Romo, 50% - Ward 3 (Reese) [new Ward 5 (Weekly)]

11. Approval of change of business name for a Tavern Liquor License, Alarcon, Inc., dba From: Casa Tequila, To: Tequilas Bar, 1815 East Charleston Blvd., Sergio Alarcon, Dir, Pres, 34%, Jorge Alarcon, Dir, Secy, Treas, 33%, Victor Alarcon, Dir, 33% - Ward 3 (Reese) [new Ward 5 (Weekly)]

12. Approval of change of business name for a Tavern Liquor License, Charles Eric Von Goerken, dba From: Cold Shot Bar & Grill, To: Spirits Lounge and Grill, 4601 West Sahara Ave., Suites W, X, Y & Z, Charles E. Von Goerken, 100% - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of a new Beer/Wine/Cooler Off-Sale Liquor License and a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Rancho Oasis L.P., a Nevada Limited Partership, dba Rancho Oasis Car Wash, 2901 North Rancho Drive, Hayes Properties, LLC, General Partner, 2%, Charles B. Hayes, Member, Mgr, 50%, Phyllis E. Alexander Hayes, Member, Mgr, 50%, The Hayes Family Revocable Trust, Limited Partner, 98%, Charles B. Hayes, Trustee, Settlor, Phyllis, E. A. Hayes, Trustee, Settlor, Approved by the Nevada Gaming Commission on December 16, 1999 - Ward 4 (Brown) [new Ward 5 (Weekly)]

14. Approval of a change of location for an Auctioneer License subject to the provisions of the planning codes, Burton White, dba Burton White Co. From: 1903 South Jones Blvd., To: 7472 West Sahara Ave., Suite #103, Burton White, 100% - Ward 1 (M. McDonald)

15. Approval of a new Hypnotist License, Daryl Newsom, dba Daryl Newsoms Hypnosis Therapy, 1951 Stella Lake Street, #20, Daryl J. Newsom, 100% - Ward 3 (Reese) [new Ward 5 (Weekly)]

16. Approval of a new Independent Massage Therapist License subject to the provisions of the planning and fire codes, Linda Ann Stojack, dba Linda Stojack, 5650 West Charleston Blvd., Suite #10, Linda A. Stojack, 100%, Nationally Certified Therapist - Ward 1 (M. McDonald)

17. Temporary approval of a new Independent Massage Therapist License, Cynthia R. Grieco, dba Cynthia R. Grieco, 7310 Smoke Ranch Road, Suite M, Cynthia R. Grieco, 100% - Ward 4 (Brown)

18. Temporary approval of a new Independent Massage Therapist License, Gladys Sierra, dba Gladys Sierra, 4276 Hampshire Green Court, Gladys D.S. Sierra, 100% - Ward 3 (Reese)

19. Temporary approval of a new Independent Massage Therapist License, Sharon Tippie, dba Sharon Tippie, 3502 Anthony Drive, Sharon M. Tippie, 100% - (County)

20. Temporary approval of a new Independent Massage Therapist License, Etsuko Shoemaker, dba Massage by Etsuko, 4763 Terra Linda Avenue, Etsuko Shoemaker, 100% - (County)

21. Temporary approval of a new Independent Massage Therapist License, Shannon, E. Drake, dba Shannon E. Drake, 6345 North El Capitan Way, Shannon E. Drake, 100% - (County)

22. Temporary approval of a new Independent Massage Therapist License, Gui Fang Mao, dba Gui Fang Mao, 4035 West Sahara Avenue, Gui F. Mao, 100% - Ward 1 (M. McDonald)

23. Temporary approval of a new Independent Massage Therapist License, Travis Cottam, dba Travis Cottam, 601 South Rainbow Blvd., Travis J. Cottam, 100% - Ward 2 (L.B. McDonald)

24. Temporary approval of a new Independent Massage Therapist License, Christina Jeans, dba Christina Jeans, 3401 El Conlon Avenue, #84, Christina E. Jeans, 100% - Ward 1 (M. McDonald)

25. Temporary approval of a new Independent Massage Therapist License, Tiffany Preciado, dba Tiffany Preciado, 3336 Cotswold Avenue, Tiffany N. Preciado, 100% - Ward 4 (Brown)

26. Approval of change of location for an Independent Massage Therapist License, Paula A. Williams, dba Tender Touch Massage, From: 3750 South Arville Street #199, To: 7400 Pirates Cove Road, #135, Paula A. Williams, 100% - Ward 2 (L.B. McDonald)

27. Approval of the award of Bid Number 00.1739.09-RH, Heritage Park Phase II; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION, INC. ($798,992 - Capital Projects Fund)

28. Approval of the award of Bid Number 00.1730.06, Pecos Road storm drain; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: K CONSTRUCTION INC. ($490,343.50 - Capital Projects Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

29. Approval of the rejection of bid and award of Bid Number 000037-LED, annual requirements contract for janitorial services - Department of Public Works - Award recommended to: BEST JANITORIAL (Estimated annual amount of $446,148 - General Fund)

30. Approval of the award of Bid Number 00.1730.14, 1999-2000 crack seal; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: RESEARCH MGMT CORP. (Estimated annual amount of $207,690 - Capital Project Fund)

31. Approval of the award of the first option year of RFP Number 1010-98, professional audit services - Department of Finance and Business Services - Award recommended to: KPMG PEAT MARWICK LLP (Estimated annual amount $112,000 - General Fund)

32. Approval of authorization to utilize the State of Nevada's Bid Number 5658, annual requirements contract for industrial supplies and equipment - various departments - Award recommended to: W.W. GRAINGER (Estimated annual amount of $100,000 - Various Funds)

33. Approval of the award of Bid Number 00.1739.10, Detention Facility intercom/paging system upgrade; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: SOUTHWESTERN COMMUNICATIONS, INC. dba TELE/DATA CONTRACTORS ($79,000 - Capital Project Fund)

34. Approval of the rejection of bid and award of Bid Number 000042-TG, annual requirements contract for paramedic drugs - Department of Fire Services - Award recommended to: A.K. WHOLESALE, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

HUMAN RESOURCES DEPARTMENT - CONSENT

35. Approval to renew employee vision coverage with Vision Service Plan (Estimated $225,000 annualized from Employee Insurance Trust Fund)

36. Approval to renew employee dental provider network with Diversified Dental Services, Inc. (Estimated $14,400 annualized from Employee Insurance Trust Fund)

37. Approval of payment for a permanent partial disability award - Claim #9704-06 - as required under the workers' compensation statutes ($26,716 from Workers' Compendation Self-Insured Trust Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

38. Approval of Subordination of a City of Las Vegas junior lien to a new first lien for the benefit of Nancy Johnson, 612 Byrnes Avenue

39. Approval of an Interlocal Agreement with Clark County to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada ($40,000 - General Fund)

40. Approval of an Operational Agreement with St.Vincent DePaul/MASH to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada ($40,000 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Grant Deed from Mountain Spa Residential Development, L.L.C., a Nevada Limited Liability Company for a portion of the West Half (W ½) of Section 10, T19S, R60E, M.D.M., for dedication of additional rights of way located on the north and south side of Mountain Spa Drive (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00227) (12-1-99) 125-10-501-002, 801-002

PUBLIC WORKS DEPARTMENT - CONSENT

42. Approval of a Right of Way Grant for Sewer Purposes for Mountain Spa Residential Development, L.L.C., a Nevada Limited Liability Company for a portion of the Southeast Quarter (SE ¼) of Section 10, T19S, R60E, M.D.M., for a sewer easement located north of Grand Teton Drive, west of Rainbow Boulevard (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00229) (12-1-99) 125-10-801-002

43. Approval of a Grant Deed from the City of Las Vegas Redevelopment Agency for a portion of the Southwest Quarter (SW ¼) of Section 34, T20S, R61E, M.D.M., for dedication of a 10' radius located at the southeast corner of Clark Avenue and Fourth Street (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00228) (12-2-99) 139-34-311-126

44. Approval of a Grant Deed from Campaige Place Limited Partnership, a Nevada Limited Partnership for portions of the Northeast Quarter (NE ¼) of Section 34, T20S, R61E, M.D.M., for dedication of 10' radii located on the southeast corner of Stewart Avenue & Eighth Street and the northeast corner of Ogden Avenue & Eighth Street (11-5-99) 139-34-612-036, 037

45. Approval of a Grant Deed from Campaige Place Limited Partnership, a Nevada Limited Partnership for a portion of the Northeast Quarter (NE ¼) of Section 34, T20S, R61E, M.D.M., for dedication of a radius corner located on the southeast corner of Stewart Avenue and Ninth Street (11-5-99) 139-34-612-067

46. Approval of a Right of Way Grant for Ingress and Egress Purposes from the Desert Spring United Methodist Church for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for an Ingress and Egress Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-23-99) 137-25-411-001

47. Approval of a Right of Way Grant for Ingress and Egress Purposes from the Summerlin North Community Association, a Nevada non-profit corporation for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for an Ingress and Egress Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-29-99) 137-25-497-007

48. Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from the Summerlin North Community Association, a Nevada non-profit corporation for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for a Sight Visibility Restriction Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-29-99) 137-25-497-007 & 009

49. Approval of a Grant Deed from Laule/Becker II, a Nevada general partnership for portions of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for dedication of right-of-way on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-003 & 007

50. Approval of a Grant Deed from Cypress Limited Partnership, a Nevada Limited Partnership, as to an undivided 55.0% interest, and Richard A. Koch and Sherie L. Koch, as Trustees of the Richard A. Koch and Sherie L. Koch Living Trust U/A/D June 29, 1998 as to an undivided 45.0% interest for portion of the Southwest Quarter (SW ¼) of Section 3, T20S, R60E, M.D.M., for a bus turn-out and driveway on the south side of Craig Road for the Craig Road Improvements - Buffalo to US 95 (previously recorded in the Office of the Recorder, Clark County in Book 991122 as Instrument Number 01703) (10-7-99) 138-03-301-001

51. Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from Laule/Becker II, a Nevada general partnership for a portion of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for a Sight Visibility Restriction easement located on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-007

52. Approval of a Right of Way Grant for Ingress and Egress Purposes from Laule/Becker II, a Nevada general partnership for a portion of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for a ingress and egress easement located on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-007

53. Approval of a Grant of Easement from Marshall Marks, Jr. and Martha J. Marks, husband and wife, as joint tenants for a portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for Bonanza Village Security Wall bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive (11-22-99) 139-28-110-059

PUBLIC WORKS DEPARTMENT - CONSENT

54. Approval to request permission to appraise and purchase or condemn right-of-way and drainage easement parcels for the Gowan North Channel - Phase III Project from the intersection of Alexander Road and Durango Drive northwesterly, to Lone Mountain Road ($225,000/Clark County Regional Flood Control District)

55. Approval to request permission to appraise and purchase or condemn easement parcels for the Westcliff Drive Improvements Project - Cimarron Road to Rainbow Boulevard ($25,000/Regional Transportation Commission)

56. Approval of an interlocal agreement with Nevada Department of Transportation for improvements of manhole adjustments over US 95 at Smoke Ranch Road and Washington Avenue ($6,000/Sanitation Enterprise Funds)

57. Approval of a participation contract with Clark County Regional Flood Control District and Centennial Centre L.L.C. for US 95 Channel between Centennial Parkway and the Rancho Detention Basin (49% of the cost or $1,956,930/Clark County Regional Flood Control District)

58. Approval to file a Right-of-Way Grant application with the Bureau of Land Management for sewer purposes on portions of land lying within the Northwest Quarter (NW ¼) of Section 5, T20S, R60E, M.D.M., located along El Capitan Way, north of Craig Road, Red Coach Avenue and Kraft Avenue, west of El Capitan Way

59. Approval of Right-of-Way Grant for Ingress and Egress Purposes from the First Interstate Bank of Nevada, Trustee, who acquired title as Bank of Nevada Trustee as to an undivided one-half (1/2) interest; Francis Bayard Rives, II as to an undivided one-twelfth (1/12) interest; Mary L. Rives as to an undivided one-twelfth (1/12) interest; Christopher L. Rives as to an undivided one-twelfth (1/12) interest; Robert Kellam (aka Bayard Kellam) as to an undivided one-twelfth (1/12) interest; Leigh R. Jenkins as to an undivided one-twelfth (1/12) interest and Laurance B. Rand, III, as to an undivided one-twelfth (1/12) interest, as tenants in common for a portion of the Southeast Quarter (SE ¼) of Section 3, T21S, R61E, M.D.M., for an Ingress and Egress easement located on the west side of Maryland Parkway, north of Sahara Boulevard (11-15-99) 162-03-802-005

60. Approval of Right-of-Way Grant for Drainage Purposes from the First Interstate Bank of Nevada, Trustee, who acquired title as Bank of Nevada Trustee as to an undivided one-half (1/2) interest; Francis Bayard Rives, II as to an undivided one-twelfth (1/12) interest; Mary L. Rives as to an undivided one-twelfth (1/12) interest; Christopher L. Rives as to an undivided one-twelfth (1/12) interest; Robert Kellam (aka Bayard Kellam) as to an undivided one-twelfth (1/12) interest; Leigh R. Jenkins as to an undivided one-twelfth (1/12) interest and Laurance B. Rand, III, as to an undivided one-twelfth (1/12) interest, as tenants in common for a portion of the Southeast Quarter (SE ¼) of Section 3, T21S, R61E, M.D.M., for an Ingress and Egress easement located on the west side of Maryland Parkway, north of Sahara Boulevard (11-15-99) 162-03-802-005

61. Approval of a change of the City's representative on the County Sewage and Wastewater Advisory Committee

62. Approval of continued funding of a contract modification with Beverage and Diamond for legal services in regard to environmental issues ($300,000/Enterprise Fund)

63. Approval of the Engineering Design Services Agreement with the Louis Berger Group, Inc. for engineering design services of the Sahara Avenue and Mesquite Avenue Sewer Rehabilitation ($100,570.70/Sanitation Funds)

64. Approval of a Professional Services Agreement with PBS & J for design services for Metro Park ($207,889/Bonds Augmentation Fund)

65. Approval to supplement the Consulting Agreement with Kleinfelder to continue Materials Testing and perform Discharge Monitoring for the Neonopolis Parking Garage Structure. ($33,625/Parking Fund)

66. Approval of encroachment request for Jerry J. Kaufman Family Trust, Owner (605 South Casino Center Boulevard)

67. Approval of sewer connection and interlocal contract with Clark County Sanitation District - Cornerstone Engineering Incorporated on behalf of Johanna C. Koningh, Johanna Adams and Kenneth Adams, Owners, northeast corner of Jones Boulevard and Doe Avenue (proposed Green Valley Grocery Corporate Offices)

PUBLIC WORKS DEPARTMENT - CONSENT

68. Approval of encroachment request for Clark County, Nevada, owner, (Bonneville Avenue, Lewis Avenue, Casino Center Boulevard, Third Street and Clark Avenue)

69. Approval of encroachment request for Clark County, Nevada, owner, (Casino Center Boulevard between Lewis Avenue and Clark Avenue)

70. Approval of a request to establish a speed limit of 45 mph on Hualapai Way between Anasazi Drive and Sahara Avenue

RESOLUTIONS - CONSENT

71. **R-1-2000** - Approval of a Resolution setting forth the intent of the City of Las Vegas, Nevada, to reimburse out of bond proceeds the cost of a building a garage; calling a hearing on the incurrence of a medium term obligation for that purpose; and providing other matters properly related thereto

72. **R-2-2000** - Approval of a Resolution to include Hualapai Way from Anasazi Drive to Sahara Avenue in Schedule 25-IV, 45 MPH Speed Limit

73. **R-3-2000** - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 404, and providing other matters properly relating thereto

74. **R-4-2000** - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 707, and providing other matters properly relating thereto

75. **R-5-2000** - Approval of a Resolution Adopting a Procedure for Filing Objections to City Ordinances or Resolutions Which Have an Impact on Business (NRS 237.030 et seq.)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

76. <u>ABEYANCE ITEM</u> - Report on and possible action regarding the City of Las Vegas Strategic Plan 2005

CITY ATTORNEY - DISCUSSION

77. Discussion and possible action on Appeal of Work Card Denial: Mr. Harry Spero, 2736 Mallard Landing, Henderson, Nevada 89014

78. Discussion and possible action on Appeal of Work Card Denial: Mr. Todd Alan Knight, 6580 Turtle Hill, Las Vegas, Nevada 89110

79. Discussion and possible action on Appeal of Work Card Denial: Mr. Jason Michael Sharman, 935 Clear Diamond, Las Vegas, Nevada 89123

80. Discussion and possible action on Appeal of Work Card Denial: Ms. Angela Denise Berry, 1200 W. Cheyenne Avenue, North Las Vegas, Nevada 89030

81. Discussion and possible action to retain substitute outside counsel for representation in Hernandez v. City of Las Vegas, et al

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

82. Discussion and possible action regarding temporary approval of a new Hotel Lounge Bar Liquor License subject to the provisions of the planning and fire codes, Health Dept. regulations and a favorable police report, MI Hotels of Las Vegas, Inc., dba Courtyard by Marriott, 1901 North Rainbow Blvd., Carol A. Bruff, Dir, Pres, Douglas R. Watson, Dir, VP, Treas, Marriott International, Inc., a publicly traded corporation, 100% - Ward 2 (L.B. McDonald) [new Ward 4 (Brown)]

83. Discussion and possible action regarding a new Tavern Liquor License, Race Rock of Las Vegas, L.L.C., dba Race Rock, 495 Fremont Street, Race Rock Holdings, Inc., Member, 100%, Andrew E. Newman, COB, Asst. Secy, Robert B. Moore, Pres, Secy, 13.7%, Andrew E. Newman Trust, 31.7%, Andrew E. Newman, Trustee - Ward 1 (M. McDonald) [new Ward 3 (Reese)]

84. Discussion and possible action regarding a change of location for a Beer/Wine/Cooler On-Sale Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Maria B. Hernandez-Calvino, dba Mamacita's Mexican Restaurant, From: 1322 Fremont Street, To: 611 Fremont Street, Suite 1, Maria B. Hernandez-Calvino, 100% **[NOTE: Item to be heard in afternoon session in conjunction with Item #120 Special Use Permit U-117-99]** - Ward 3 (Reese) [new Ward 5 (Weekly)]

85. Discussion and possible action regarding a new Restricted Gaming License for 15 slots, Professional Management Group, L.L.C., dba Philips Supper House, 4545 West Sahara Avenue, Kevin M. McMullen, Mgr, Mbr, 25%, James E. Magnusson, Mbr, 20%, Mark A. Woodward, Mbr, 20%, William S. Bevers, Mbr, 20%, Larry L. Smith, Mbr, 7.5%, Ronald E. Waul, Mbr, 7.5%, Martin W. Herbert, Mgr, Approved by the Nevada Gaming Commission on December 16, 1999 - Ward 1 (M. McDonald)

86. Discussion and possible action regarding a new Burglar Alarm Service License and a new Locksmith License, Intrusion Detection Systems, dba Intrusion Detection Systems, 3095 East Patrick Lane, Suite 10, Patrick J. Muns, Dir, Pres, 50%, Michael E. Hamm, Dir, Secy, Treas, 50% - (County)

RESOLUTIONS - DISCUSSION

87. **R-6-2000** - Discussion and possible action on a Resolution of the City Council of the City of Las Vegas consenting to the execution of a Disposition and Development Agreement between the Redevelopment Agency and Intown Office, LLC **(NOTE: This item is a companion to Items B and C of the Redevelopment Agency.)**

BOARDS & COMMISSIONS - DISCUSSION

88. <u>ABEYANCE ITEM</u> - SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Vivian Hinton - Term Expired 11-17-99

89. <u>ABEYANCE ITEM</u> - TRAFFIC & PARKING COMMISSION - Mr. Robert Hoban - Term Expires 12/20/99

90. BOARD OF ZONING ADJUSTMENT - Michael Mack (Resigned) - Term Expires 8-19-2001

91. <u>ABEYANCE ITEM</u> - PLANNING COMMISSION - Hank Gordon - Term Expired 9-20-1999

92. CITIZENS ADVISORY COMMITTEE ON DOWNTOWN DEVELOPMENT - Michael Mack (Resigned) - Term Expires 2-21-2000

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

<u>BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING</u>

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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

94. STRICKEN ITEM - **Bill No. 99-19** - Creates District re: Special Improvement District No. 1470 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) and Craig Road (U.S. 95 to Buffalo Drive)

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

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.

96. **Bill No. 2000-1** - Annexation No. A-15-99(A) -- Property Located: Near the northeast corner of Buffalo Drive and Constantinople Avenue; Petitioned By: Tabernacle of Praise Church of God in Christ, et al.; Acreage: Approximately 15.78 acres; Zoned: P-F and R-E (County Zoning), C-V and U (R) (City Equivalents). Sponsored by: Councilman Larry Brown

97. **Bill No. 2000-2** - Establishes the means of recommending appointments to the Planning Commission and the basis for determining the corresponding terms of office. Proposed by: City Attorney Bradford R. Jerbic

98. **Bill No. 2000-3** – Includes the City Manager in decisionmaking regarding the continued employment of the Director of the Las Vegas Metropolitan Police Department Citizen Review Board. Proposed by: City Manager Virginia Valentine

99. **Bill No. 2000-4** - Prohibits the transportation of high-level nuclear waste within the City limits. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

100. 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

101. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 2316 La Salle St. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER

102. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1212 HASSELL AVE. PROPERTY OWNER: FURRER RICHARD J ETAL

103. Public Hearing on proposed local improvement district re: Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue)

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

104. TENTATIVE MAP - **TM-46-99 - MARSH COMMERCIAL CENTER - JIM MARSH** - Request for a Review by Council of a Tentative Map on property located on the northwest corner of Azure Way and Durango Drive, U (Undeveloped) Zone [TC (Town Center) General Plan Designation] under Resolution of Intent to TC (Town Center), Size: 30.00 Acres, No. of Lots: 1, Ward 4 (Brown). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

105. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - **SD-30-99 - ANDREW TOMPKINS** - Request for a Site Development Plan Review on Third Street between Ogden Avenue and Stewart Avenue FOR A PROPOSED PEDESTRIAN MALL, C-2 (General Commercial) Zone, Ward 1 (McDonald), APN: 139-34-510-019. The Planning Commission (6-0 vote) and staff recommend APPROVAL

106. VACATION - PUBLIC HEARING - **VAC-51-99 - MOUNTAIN SPA RESIDENTIAL DEVELOPMENT LIMITED LIABILITY COMPANY** - Petition to vacate Mountain Spa Drive and a portion of Buffalo Drive, generally located north of Racel Street, Ward 4 (Brown) [new Ward 6 (Mack)]. The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

107. VACATION - PUBLIC HEARING - **VAC-52-99 - CITY OF LAS VEGAS** - Petition to vacate a portion of Tule Springs Road generally located north of Jo Marcy Drive, east of Durango Drive, Ward 4 (Brown) [new Ward 6 (Mack)]. The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

108. VACATION - PUBLIC HEARING - **VAC-53-99 - CITY OF LAS VEGAS** - Petition to vacate portions of Jefferson Avenue and "C" Street generally located east of "D" Street north of Adams Avenue, Ward 3 (Reese) [new Ward 5 (Weekly)]. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

109. VACATION - PUBLIC HEARING - **VAC-54-99 - WYKOFF-NEWBERG & INTERNATIONAL SMELTING** - Petition to vacate a portion of Donald Nelson Avenue, generally located between Cimarron Road and Palm Grove Lane, Ward 4 (Brown) [new Ward 6 (Mack)]. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

110. VACATION - PUBLIC HEARING - **VAC-55-99 - WYKOFF-NEWBERG & INTERNATIONAL SMELTING** - Petition to vacate a portion of Whispering Sands Drive generally located east of Cimarron Road, Ward 4 (Brown) [new Ward 6 (Mack)]. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

111. **ABEYANCE ITEM** - VARIANCE - PUBLIC HEARING - **V-83-99 - DR. LEON STEINBERG ON BEHALF OF JMA ARCHITECTURE STUDIOS** - Request for a Variance on property located at 2200 and 2300 Rancho Drive TO ALLOW TWO PARKING STRUCTURES TO BE THREE AND ONE-HALF STORIES TALL WHERE TWO STORIES IS THE MAXIMUM HEIGHT ALLOWED, AND TO ALLOW TWO OFFICE BUILDINGS TO BE FIVE STORIES TALL WHERE TWO STORIES IS THE MAXIMUM HEIGHT ALLOWED, P-R (Professional Office and Parking), C-1 (Limited Commercial) and R-3 (Medium Density Residential) Zones, pending O (Office) Zone, Ward 1 (McDonald), APN: 162-04-401-001, 002 and 003. The Board of Zoning Adjustment (4-0 vote) and staff recommend APPROVAL

112. **ABEYANCE ITEM** - SIX MONTH REQUIRED REVIEW - SPECIAL USE PERMIT - **U-154-98(1) - RICHARD STURMAN ON BEHALF OF STEVE YONO** - Six Month Required Review of an approved Special Use Permit on property located at 611 Fremont Street which allowed the off-premise sale of beer and wine in conjunction with an existing market/deli, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 139-34-611-019. Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION/ACTION ITEMS

113.FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - **U-111-89(2) - PETER AND LINDA MANDAS FAMILY TRUST ON BEHALF OF DONREY OUTDOOR** - Required Five Year Review on an approved Special Use Permit on property located at 4301 East Bonanza Road which allowed one 40 foot high, 14 foot x 48 foot off-premise advertising (billboard) sign, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 140-31-501-010. The Planning Commission (6-0 vote) and staff recommend APPROVAL

114.FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - **U-141-94(1) - SOUTHLAND CORPORATION ON BEHALF OF VEGAS OUTDOOR** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission of a request by Southland Corporation on behalf of Vegas Outdoor for a Required Five Year Review on an approved Special Use Permit on property located at 2625 West Sahara Avenue which allowed one 14 foot x 48 foot off-premise advertising (billboard) sign, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 162-08-502-001. The Planning Commission (4-1-1 vote) and staff recommend DENIAL

115.FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - **U-230-94(1) - OXFORD TECHNOLOGY, INC. ON BEHALF OF NEVADA OUTDOOR SYSTEMS, INC.** - Appeal filed by Shepco Outdoor Advertising, Inc. from the Denial by the Planning Commission of a request by Oxford Technology, Inc. on behalf of Nevada Outdoor Systems, Inc. for a Required Five Year Review on an approved Special Use Permit on property located at 2310 Las Vegas Boulevard South which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 162-04-813-072. The Planning Commission (5-0-1 vote) and staff recommend DENIAL

116.FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - **U-237-94(1) - MARTIN GREENWALD ON BEHALF OF YESCO** - Appeal filed by YESCO from the Denial by the Planning Commission of a request by Martin Greenwald on behalf of YESCO for a Required Five Year Review on an approved Special Use Permit on property located adjacent to the east side of Rancho Drive, north of Lone Mountain Road which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign, C-2 (General Commercial) Zone, Ward 4 (Brown) [new Ward 6(Mack)], APN: 125-35-401-004. The Planning Commission (4-1-1 vote) and staff recommend DENIAL

117.**ABEYANCE ITEM** - SPECIAL USE PERMIT - PUBLIC HEARING - **U-88-99 - CECIL AND IRENE JOHNSON ON BEHALF OF VINCENT DUCROS** - Request for a Special Use Permit on property located at 6901 North Jones Boulevard FOR AN EXISTING COMMERCIAL EQUESTRIAN CENTER WHICH INCLUDES HORSE TRAINING, ENGLISH RIDING LESSONS, AND HORSE SHOWS, R-E (Residence Estates) Zone, Ward 4 (Brown), APN: 125-23-601-012, 017 through 020, and 024. The Planning Commission (6-0 vote) and staff recommend APPROVAL

118.**ABEYANCE ITEM** - SPECIAL USE PERMIT - PUBLIC HEARING - **U-104-99 - HOVSEP AND TUPOU ZANAZANIAN** - Request for a Special Use Permit on property located adjacent to the southeast corner of the intersection of Alexander Road and Cimarron Road FOR A PROPOSED CHILD CARE FACILITY, U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation], Size: 2.65 Acres, Ward 4 (Brown), APN: 138-09-501-001. The Planning Commission (4-2 vote) and staff recommend APPROVAL

119.SPECIAL USE PERMIT - PUBLIC HEARING - **U-116-99 - VONS** - Request for a Special Use Permit on property located at 810 South Rampart Boulevard FOR THE OFF-PREMISE SALE OF BEER AND WINE; THE SALE OF PACKAGE LIQUOR IN CONJUNCTION WITH AN APPROVED SUPERMARKET (Vons), U (Undeveloped) [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L. B. McDonald), APN: 138-32-412-002. The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

120.SPECIAL USE PERMIT - PUBLIC HEARING - **U-117-99 - RICHARD STURMAN** - Request for a Special Use Permit on property located at 611 Fremont Street FOR THE ON-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED RESTAURANT (MAMACITA'S), C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 139-34-611-019. The Planning Commission (6-0 vote) and staff recommend APPROVAL **[NOTE: Item to be heard in conjunction with Item #84 from AM Session]**

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION/ACTION ITEMS

121. SPECIAL USE PERMIT - PUBLIC HEARING - **U-118-99 - WANDA MARKS ON BEHALF OF AFFORDABLE BAIL BONDS** - Request for a Special Use Permit on property located at 726 South Casino Center Boulevard FOR A PROPOSED BAIL BONDS SERVICE, C-2 (General Commercial) Zone, Ward 1 (McDonald), APN: 139-34-310-030. The Planning Commission (6-0 vote) and staff recommend APPROVAL

122. SPECIAL USE PERMIT - PUBLIC HEARING - **U-119-99 - EQUUS LAS VEGAS ASSOCIATES** - Request for a Special Use Permit on property located at 3170 Polaris Avenue, Suite #38 FOR A WHOLESALE WINE DISTRIBUTION AND STORAGE WAREHOUSE (RIEDEL FINE WINES), M (Industrial) Zone, Ward 1 (McDonald), APN: 162-08-414-001. The Planning Commission (6-0 vote) and staff recommend APPROVAL

123. SPECIAL USE PERMIT - PUBLIC HEARING - **U-120-99 - PECCOLE RANCH PARTNERSHIP** - Request for a Special Use Permit on property located at 1101 South Fort Apache Road FOR A PROPOSED RESTAURANT SERVICE BAR (MIMI'S CAFE), C-1 (Limited Commercial) Zone, Ward 2 (L. B. McDonald), APN: 163-05-110-002. The Planning Commission (6-0 vote) and staff recommend APPROVAL

124. **ABEYANCE ITEM** - GENERAL PLAN AMENDMENT - PUBLIC HEARING - **GPA-39-99 - PAT J. AND YVONNE PELLEGRINO** - Request to Amend a portion of the Southwest Sector of the General Plan for properties located along Griscom Court, on the north side of Charleston Boulevard, between Rainbow Boulevard and Antelope Way, From: L (Low Density Residential) To: O (Office), Size: 3.5 Acres, Ward 2 (L. B. McDonald), APN: 138-34-817-001 through 007. The Planning Commission (5-1 vote) and staff recommend APPROVAL

125. **ABEYANCE ITEM** - GENERAL PLAN AMENDMENT - PUBLIC HEARING - **GPA-34-99 - LYLE BRENNAN ON BEHALF OF LYLE B's, INC.** - Request to Amend a portion of the Southwest Sector of the General Plan for property located on the north side of O'Bannon Drive, between Jones Boulevard and Redrock Street, From: DR (Desert Rural Density Residential) To: O (Office), Size: 0.72 Acres, Ward 1 (McDonald), APN: 163-01-304-005. The Planning Commission (4-2 vote) and staff recommend DENIAL

126. **ABEYANCE ITEM** - REZONING RELATED TO GPA-34-99 - PUBLIC HEARING - **Z-60-99 - LYLE BRENNAN** - Request for a Rezoning on property located on the north side of O'Bannon Drive, east of Jones Boulevard FROM: R-E (Residence Estates) TO P-R (Professional Office and Parking), PROPOSED USE: 7,437 SQUARE FOOT COMMERCIAL BUILDING, Size: 0.72 Acres, Ward 1 (McDonald), APN: 163-01-304-005. The Planning Commission (6-0 vote) and staff recommend DENIAL

127. **ABEYANCE ITEM** - GENERAL PLAN AMENDMENT - PUBLIC HEARING - **GPA-43-99 - OWENS EQUITIES, LIMITED LIABILITY COMPANY** - Request to Amend a portion of the Southeast Sector of the General Plan for property located at 4093 East Owens Avenue, From: ML (Medium-Low Density Residential) To: M (Medium Density Residential), Size: 5.29 Acres, Ward 3 (Reese), APN: 140-30-503-001. The Planning Commission (6-0 vote) and staff recommend APPROVAL

128. **ABEYANCE ITEM** - REZONING RELATED TO GPA-43-99 - PUBLIC HEARING - **Z-66-99 - OWENS EQUITIES LIMITED LIABILITY COMPANY** - Request for a Rezoning on property located at 4093 East Owens Avenue, FROM: R-E (Residence Estates) TO: R-3 (Medium Density Residential), PROPOSED USE: 96 UNIT APARTMENT COMPLEX, Size: 5.29 Acres, Ward 3 (Reese), APN: 140-30-503-001. The Planning Commission (6-0 vote) and staff recommend APPROVAL

129. GENERAL PLAN AMENDMENT - PUBLIC HEARING - **GPA-42-99 - COREY MORLEY, ET AL** - Request to Amend a portion of the Northwest Sector Plan of the General Plan for properties located on the south side of Lone Mountain Road, between Barden Road and Shaunber Road, From: PCD (Planned Community Development) To: SC (Service Commercial) and M (Medium Density Residential, Ward 4 (Brown) [new Ward 6 (Mack)], APN: 137-01-101-005 through 008. The Planning Commission (6-0 vote) and staff recommend DENIAL

130. REZONING RELATED TO GPA-42-99 - PUBLIC HEARING - **Z-67-99 - COREY MORLEY** - Request for a Rezoning on property located adjacent to the southeast corner of the Lone Mountain Road and Shaunaber Road intersection, FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: C-1 (Limited Commercial) and R-PD22 (Residential Planned Development - 22 Units Per Acre), Size: 19.04 Acres, Ward 4 (Brown) [new Ward 6 (Mack)], APN: 137-01-101-005, 006, 007 and 008. The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION/ACTION ITEMS

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **29th** 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 **5th** day of **January, 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.

E Cotton

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

29th day of December, 1999

Beverly K Bridges
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

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 **30th** 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 **5th** day of **January, 2000** 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).

E Cotton
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 30th day of December, 1999

Beverly K. Bridges
NOTARY PUBLIC in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
No. 93-4081-1 My Appointment Expires July 25, 2001

City of Las Vegas

CITY COUNCIL AGENDA

CITY COUNCIL MEETING OF: JANUARY 5, 2000

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV CHANNEL 2 BY THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND IS ALSO REBROADCAST ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:30 AM AND THE FOLLOWING MONDAY AT 10:00 AM

LIVE BROADCAST ANNOUNCEMENT

- THERE WILL BE A BRIEF PRESENTATION TO KICK-OFF PROGRAMMING ON THE CITY OF LAS VEGAS' NEW GOVERNMENT ACCESS TELEVISION CHANNEL, KCLV CHANNEL 2

MINUTES:

Before presenting MAYOR GOODMAN with a plaque for the City of Las Vegas and each Council member with a smaller plaque with an affixed remote control to commemorate the occasion, STEVE SCHORR, Cox Communications, stated that it was a historic day that started at the beginning of former MAYOR RON LURIE's tenure with the City of Las Vegas, but became a reality due to the actions of MAYOR GOODMAN. Because of the efforts of City Administration and staff, a partnership was negotiated between the City of Las Vegas and Cox Communications. He also gave credit to COUNCILMEN McDONALD and REESE, DAVID ROARK, Manager, Real Estate and Asset Management Office, DAVID RIGGLEMAN, Manager, and BRIAN WILLETT, Sr. Video Production Specialist; Communications Services Office. Residents will now be able to tune in to the present and future of the community on KCLV Channel 2. In addition, the City of Las Vegas was very instrumental in pushing the creation of UNLV's Channel 70, a wonderful educational channel.

The Council members thanked Cox Communications and STEVE SCHORR for making KCLV Channel 2 a reality. COUNCILMAN REESE stated Channel 2 means a lot to him, because since he took office, he has tried to bring government back to the people. Hopefully speakers at any of the meetings that will be televised live will remember that and maintain a sense of responsibility and integrity to the viewers at home. He welcomed viewers to the Channel, especially his mother who loves to watch him in action at the meetings. COUNCILWOMAN McDONALD commented that there are many good stories to be seen on Channel 2. COUNCILMAN WEEKLY noted that Cox Communications would soon be breaking ground in Ward 5 for the premier of Cox Cable, and that his 85-year-old grandmother just got her first VCR and would soon enjoy watching him at the Council meetings. COUNCILMAN MACK said that he could not take credit for this great occasion, but thanked his colleagues and staff for making it happen.

City of Las Vegas

CITY COUNCIL MEETING OF JANUARY 5, 2000
Live Broadcast Announcement

MINUTES - Continued:
COUNCILMAN BROWN noted that when Cox Communications took over cable service, it moved up in leadership yet maintained integrity. COUNCILMAN McDONALD indicated that MR. SCHORR has always had a strong commitment to the Valley. He is always there when needed.

MAYOR GOODMAN listed the following programs that KCLV Channel 2 will carry: City Town Hall meetings, a beat about ongoing City projects, the Pet Connection - hosted by a local veterinarian, and a listing of City job opportunities. He added that the City of Las Vegas provides so much for the citizens of which they are not aware. The Council members' only reason for being in office is to serve the public, and hopefully KCLV Channel 2 will be a good source residents can tune into to find out what the City can do for them.

(9:03 - 9:15)

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND JEFFREY TALLY, CHRIST THE SERVANT LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE MAYOR GOODMAN led the audience in the Pledge

MINUTES:
PRESENT: MAYOR GOODMAN, COUNCILMEN McDONALD, REESE, BROWN, WEEKLY, and MACK 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

City of Las Vegas

CITY COUNCIL MEETING OF JANUARY 5, 2000
Ceremonial Matters

MINUTES - Continued:
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

(9:15 - 9:16)
1-1

Invocation given by REVEREND JEFFREY TALLY, Christ The Servant Lutheran Church.

(9:16 - 9:18)
1-35

MAYOR GOODMAN led the audience in the Pledge.

(9:18)
1-90

MAYOR GOODMAN welcomed a Cub Scout Troop and their friends from St. Christopher's School at the beginning of the afternoon session who were in the audience.

(1:07)
2-1

RECOGNITION OF CITIZEN OF THE MONTH:

MINUTES:
COUNCILMAN BROWN recognized MR. and MRS. BRUGES as January's Citizen of the Month for epitomizing what neighbors and neighborhood associations can accomplish, and for their relentless yet reasonable pursuit of quality of life. MR. BRUGES has also set the standard for what the City Council can achieve through very active neighbors in associations. As Vice President of the Mountain Shadow Homeowners Association, MR. BRUGES took a leadership role in the Neighborhood Partners Fund and helped save over 5 million gallons in water conservation, which dropped the homeowners' dues by 20 percent. MR. and MRS. BRUGES are very active in the community and they are often the eyes and ears of their neighborhood on what is taking place in government.

MR. BRUGES stated that even though older citizens get tagged as activists, they are really concerned about what happens in Las Vegas and want to ensure proper growth. They only oppose projects that do not fit with the neighborhood. He thanked the City Council for its cooperation.

(9:18 - 9:22)
1-106

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

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 Hold in ABEYANCE Items 82, 83, and 87 to 1/19/2000 - UNANIMOUS

MINUTES:
There was no discussion.

(9:22 - 9:24)
1-233

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

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 December 1, 1999

MOTION:
M. McDONALD - APPROVED by Reference - UNANIMOUS

MINUTES:
There was no discussion.

(9:24)
1-280

City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: VIRGINIA VALENTINE [X] CONSENT [ ] DISCUSSION

SUBJECT:

ADMINISTRATIVE:

Approval of payment to University of Nevada Las Vegas (UNLV) in the amount of $150,000 for the City's share of matching funds owed for support of an Educational Television Station

Fiscal Impact

[ ]	No Impact	**Amount:** $150,000
[X]	Budget Funds Available	**Dept./Division:** Video Prod./Enterprise
[ ]	Augmentation Required	**Funding Source:** General Contributions

PURPOSE/BACKGROUND:

In 1998, the City entered into a new franchise agreement with Cox Communications. Within that agreement, the City pledged to match private sector donations, up to a maximum of $150,000. This amount increases by the CPI, not to exceed 3% in any year, each year. The City of Henderson committed to pay $30,000 of this amount. A letter has been issued to the City of Henderson for reimbursement to the City of Las Vegas.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Letter to Henderson re Educational Access Channel Matching Grant

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as she is the Marketing and Community Relations Director at UNLV, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

COUNCILWOMAN McDONALD indicated that she would be abstaining on Item 3 because it pertains to UNLV where she works as the Marketing and Community Relations Director.

MAYOR GOODMAN noted that he would be abstaining on Items 43, 66, 69, and 71 as they involve properties that are near properties he owns.

There was no further discussion.

(9:24 - 9:26)

1-288

December 21, 1999

<u>VIA FACSIMILE @ 565-6635</u>
<u>ORIGINAL TO FOLLOW</u>

Ms. Betsy Fretwell
City of Henderson
240 Water Street
Suite 205
Henderson, NV 89015

RE: Educational Access Channel Matching Grant

Dear Ms. Fretwell:

Per Section 4 (4) (D) of the Cable Television Agreement between the City of Las Vegas and Cox Communications, the City currently has an agenda item for January 5, 2000 to match a $150,000 private-sector contribution to the Access Manager.

The City of Henderson joined with the City of Las Vegas to share the cost of this matching grant. In 1998, a total of $30,000 was committed for the 1999-2000 year by your City Council. UNLV has now requested the $150,000 total from the City of Las Vegas. I request that the City of Henderson now issue the City of Las Vegas a check in the amount of $30,000 for reimbursement of your share of the expense for the Educational Channel. Please have the checked mailed to me at 314 Las Vegas Blvd. North, Las Vegas, NV 89101.

If you have any questions, please contact my office at 229-6923. I wish you and your family a Very Merry Holiday Season!

Sincerely,

David Roark

David Roark, Manager
Real Estate and Asset Management

DR:jm

REAL ESTATE & ASSET MANAGEMENT
CITY OF LAS VEGAS
314 N. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

VOICE NUMBERS
PARKING 702.229.4700
REAL ESTATE 702.229.6923
FAX 702.382.2309
www.ci.las-vegas.nv.us

City of Las Vegas

Agenda Item No.: 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: January 5, 2000

DEPARTMENT: CITY MANAGER
DIRECTOR: STEVE HOUCHENS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
ADMINISTRATIVE:

Approval of Interlocal Agreement with Clark County addressing issues associated with the Regional Justice Center and the expansion of the County's detention facility.

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 2, 1997, the City and Clark County entered into an agreement concerning the construction of the Regional Justice Center and the County's expanded detention facility. Since that time, certain events have occurred which require an amendment to that initial agreement. Those events include certain costs to be reimbursed to each entity, as well as design changes that were presented to and approved by City Council on June 28, 1999.

RECOMMENDATION:
We respectfully request the City Council to approve the attached Interlocal Agreement for the Justice Bond Project Infrastructure Improvements.

BACKUP DOCUMENTATION:
Interlocal Agreement

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

INTERLOCAL AGREEMENT
JUSTICE BOND PROJECT INFRASTRUCTURE IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (the "Agreement" herein) is entered into by and between CLARK COUNTY, a political subdivision of the State of Nevada (the "County" herein), and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City" herein), pursuant to Nevada Revised Statutes Section 277.180, to jointly participate in activities regarding the Justice Bond Project Infrastructure Improvements.

WITNESSETH:

WHEREAS, the City and County entered into an agreement dated September 2, 1997, for the exchange of real property and the construction of a Regional Justice Center and expanded detention facility; and

WHEREAS, the proposed construction of said facilities has required certain utility improvements within adjacent streets, the costs of which have been paid by the City and County and which costs need to be apportioned between City and County; and

WHEREAS, the City Council, at a regular meeting held June 28, 1999, approved the Project Status Report submitted by the County, which approval has the effect of altering certain design and construction requirements of the Regional Justice Center as set forth in the parties' original agreement; and

WHEREAS, the City and County have resolved all of said issues and desire to set forth such understanding in the form of this Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

A. UTILITY IMPROVEMENTS

1. The City has constructed and paid $93,589.36 for utility improvements within Third Street for the construction of the Regional Justice Center (see Attachment 1 hereto for details). The County agrees to reimburse this amount to the City.

2. The County has paid $5,150.00 for the redesign of the sewer line in Clark Avenue (reference details in Attachment 2 hereto), and paid $85,904.99 for the construction of such sewer line (reference Attachment 3 hereto). The City agrees to reimburse the redesign amount to the County and to pay one-half (½) of the construction amount to the County.

3. Based on the above, the County agrees to pay to the City the net amount of $45,486.86.

B. DESIGN CHANGES

The parties' original agreement for the construction of the Regional Justice Center contained certain design requirements set forth in Exhibit C thereto. The County submitted a Project Status Report to the City Council at a regular meeting held June 28, 1999, wherein certain changes to such design requirements were requested and approved. The parties hereby memorialize their agreement to such changes subject to any conditions imposed, which changes can be summarized as follows:

1. The square footage of the building is increased from 650,000 to 700,000 +/-.

2. The parking spaces are reduced from 460 spaces to 249 spaces, of which 154 are designated for public use and 95 are secured for County/City. (The 95 spaces shall be divided proportionately to the City's and County's funding obligations, as defined in the Regional Justice Center lease agreement dated April 27, 1998.)

3. Building height is increased from 16 stories, 391 feet to 18 stories, 400 feet.

4. Architectural exterior, native sandstone base, concrete panel tower is changed to a concrete panel base, synthetic stucco tower.

5. To accommodate increased turning movements off Casino Center Boulevard, the City requires an additional 4 feet of pavement on Casino Center Boulevard south of Lewis Avenue, north of Clark Avenue, and for the entire block between Clark Avenue and Bonneville Avenue.

THIS INTERLOCAL AGREEMENT has been made and entered into and shall become effective on the first day of the month after its execution by the last of the parties to execute this

. . .

. . .

. . .

Interlocal Agreement, as said date appears below.

CLARK COUNTY, NEVADA

By: B L Wood
BRUCE L. WOODBURY, Chairman
Clark County Board of Commissioners

Date Approved by County:

1/4/00

ATTEST:

SHIRLEY B. PARRAGUIRRE
County Clerk

APPROVED AS TO FORM:

Holly Gordon 12-22-99
HOLLY GORDON Date
Deputy District Attorney

CITY OF LAS VEGAS

By:
OSCAR B. GOODMAN, Mayor

Date Approved by City:

1/5/2000

ATTEST:

BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:

Thomas R. Green 12-20-99
Date
Deputy City Attorney

ATTACHMENT 1

Constructors
A Jacobs Company

October 2, 1998

Letter# C0007

Denis Atwood
City of Las Vegas
Public Works Department
400 E. Stewart Avenue
Las Vegas, NV 89101-2986

Subject: Regional Justice Center (RJC) Utility Relocation
Reference: Clark County Justice Bond Projects
CRSSC Letter C0005 dated August 7, 1998

Dear Denis,

This letter is written to confirm the results of a meeting between CRSSC and the City of Las Vegas (CLV) Public Works Department held on September 23, 1998. It was concluded that the costs of $93,589.36 for the installation of underground utilities for the RJC as represented by the CLV Public Works Department was appropriate and justified. The County will process this payment request. The following represents the approved list of construction items approved.

Description	Quantity	Unit $	Total	Comment
48" Sanitary Sewer (SS) Manhole	1 ea.	$1,293.60	$1,293.60	Acceptable
50% 48" Sanitary Sewer Manhole	1 ea.	$646.80	$646.80	Acceptable
8" SDR-35 PVC Sanitary Sewer Pipe	40 ft	$79.44	$3,177.60	Acceptable
10" SDR-35 PVC Sanitary Sewer Pipe	228 ft	$81.75	$18,639.00	Acceptable
50%10" SDR-35 PVC Sanitary Sewer Pipe	688 ft	$40.88	$28,122.00	Acceptable
6" SDR-35 PVC Sanitary Sewer Pipe	50 ft	$77.13	$3,856.50	Acceptable
5' x10.5' x 7' Manhole NPC	1 ea.	$7,521.36	$7,521.36	Acceptable
2-6" Conduits w/polytape	550 ft	$55.15	$30,332.50	Acceptable
TOTAL			$93,589.36	

If there are any questions regarding this matter please contact me immediately at (702) 455-6482.

Sincerely,

James C. Hall
CRSSC Project Director

c: M. Alastuey
T. Rexing
D. Dobrzynski
C. Short
K. Adams
L. Barberousse
File 606.04

ATTACHMENT 2

Clark County Justice Bonds Projects
c/o CRSS Constructors Inc.
P. O. Box 553750
Las Vegas, NV 89155-3750

RJC CCDC DFYS SMYC
Justice Bond Projects
circle applicable

CHANGE ORDER # T&S-1

Contractor:	Tate & Snyder Architects 709 Valle Verde Court Henderson, Nevada 89104	Date: Referenced RFPs:	04-Feb-99 Change Order Request Dated 2/4/99
Bid No.:	CBE #0573-97 Agreement for Architectural Services for the Regional Justice Center		

1. EXTRA WORK

The following changes to the Contract are hereby made effective as of the date set forth above. To the extent this Change Order involves extra work, Contractor is authorized to perform such extra work as of the date set forth above.

SCOPE OF WORK INCLUDED

RFP	DESCRIPTION:	COST	COST CODE
	Design apx 380 lf of 8" sanitary sewer and 5 manholes running on Clark Street between	$5,150.00	451 / 451c
	Casino Center and 3rd streets		
		$5,150.00	

2. LUMP SUM CHANGES

For this Contract Change, Owner shall pay Contractor a lump sum price of: **$5,150.00**

3. SUMMARY OF CHANGES

CONTRACT LUMP SUM

A. The original Contract Lump Sum was → $ 6,256,000.00
Total of previously authorized Contract Change Orders → $ 2,858,736.00
The Contract Lump Sum prior to this Contract Change was → $ 9,114,736.00
The Contract Lump Sum is increased by this Contract Change by → $ 5,150.00
The new Contract Lump Sum including this Contract Change is → $ 9,119,886.00

B. CONTRACT TIME

The Contract Time is changed by: 0 DAYS

The revised Contract completion date is:

C. The compensation (time and cost) set forth in the Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the work or change defined in the Change Order including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect, or cumulative impact on all other work under this Contract. The signing of the Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change and that the time and / or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, excepting only bond and insurance cost as set forth in Section 01035 Changes and Extra Work Item (B) paragraph 10., for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

4. Please sign all copies of this Change Order Increase and return them to us at the address above. Upon receipt of the property executed copies of this Change Order, the original will be signed and returned to your office for your files.

Recommended: Responsible Architect/Engineer/Consultant — Justice Bond Team-Finance TR 2/5/99

Please Initial

By: Kenneth K. Addams	By:	By:
Company: CRSS Constructors Inc.	Agency: Clark County Manager's Office	Company: Tate & Snyder
Title: Project Mgr	Title: Asst. County Manager	Title: Project Manager
Date: 4 FEB 1999	Date: 2·16·99	Date: 2·5·99
Project Manager	Owner	Contractor

changeorder

POGGEMEYER
DESIGN GROUP
ENGINEERS + PLANNERS + SURVEYORS
LANDSCAPE ARCHITECTS

February 2, 1999

Tate & Snyder Architects
709 Valle Verde Court
Henderson, NV 89014

Attn: Mr. Mark Sticha, AIA

RE: PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES
REGIONAL JUSTICE CENTER SANITARY SEWER RELOCATION
PDG PROJECT NO.: 98025-S

Dear Mark:

As requested during our February 2, 1999 meeting, Poggemeyer Design Group is pleased to provide you with the following proposal:

TASK	FEE
1. Provide field survey data to verify invert elevation for three manholes on Clark Avenue between Casino Center and Third Street.	$ 650.00
2. Provide Civil Engineering design plans for the installation of approximately 400 linear feet of 8" sanitary sewer main line including five manholes. The plans will be completed to the City of Las Vegas Design Standards and shall be submitted for their review and approval.	$ 4500.00

Poggemeyer Design Group, Inc.
2601 North Tenaya Way
Las Vegas, Nevada 89128
(702) 255-8100
FAX (702) 255-8375

February 2, 1999
Proposal for Additional Services
Page 2 of 2

If the above listed fee is acceptable, we can complete the work within five (5) working days from your acceptance and a notice to proceed.

If you have any questions or comments, please contact me directly.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

Timothy E. Pinter, P.E.
Principal

TEP/ms

ACCEPTED BY: ______________________________ 2·5·99
TATE & SNYDER ARCHITECTS DATE

ATTACHMENT 3

Clark County Just' Bonds Projects
c/o CRSS Construc..ors Inc.
P. O. Box 553750
Las Vegas, NV 89155-3750

RJC CCDC UFYS SMYC
Justice Bond Projects
circle applicable

CHANGE ORDER # D6

Contractor:	Goldie Inc.	Date:	12-Mar-99
	5375 Cameron	Referenced RFPs:	RFP Dated 3/12/99
	Las Vegas, NV 89118		
Bid No.:	4253-98 Detention Center Expansion / Regional Justice Center Site Demolition		

1. EXTRA WORK

The following changes to the Contract are hereby made effective as of the date set forth above. To the extent this Change Order involves extra work, Contractor is authorized to perform such extra work as of the date set forth above.

SCOPE OF WORK INCLUDED

RFP	DESCRIPTION:	COST	COST CODE
D6.1	Replacement of deteriorated City of Las Vegas sanitary sewer	$85,904.99	451
	Total	$85,904.99	

2. LUMP SUM CHANGES

For this Contract Change, Owner shall pay Contractor a lump sum price of: $85,904.99

3. SUMMARY OF CHANGES

CONTRACT LUMP SUM

A. The original Contract Lump Sum was → $ 2,193,200.00
Total of previously authorized Contract Change Orders → $ 699,243.73
The Contract Lump Sum prior to this Contract Change was → $ 2,892,443.73
The Contract Lump Sum is increased by this Contract Change by → $ 85,904.99
The new Contract Lump Sum including this Contract Change is → $ 2,978,348.72

B. CONTRACT TIME
The Contract Time is changed by: 30 DAYS
The revised Contract completion date is: 15-Jun-99

C. The compensation (time and cost) set forth in the Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the work or change defined in the Change Order including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect, or cumulative impact on all other work under this Contract. The signing of the Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change and that the time and / or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, excepting only bond and insurance cost as set forth in Section 01035 Changes and Extra Work Item (B) paragraph 10., for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

4. Please sign all copies of this Change Order Increase and return them to us at the address above. Upon receipt of the properly executed copies of this Change Order, the original will be signed and returned to your office for your files.

Recommended: Responsible Architect/Engineer/Consultant — Justice Bond Team-Finance

Please Initial

By: Kenneth R. Williams	By: Michael Alastuey	By: Richard V. [illegible]
Company: CRSS Constructors Inc.	Agency: Clark County Manager's Office	Company: Goldie Inc.
Title: [illegible]	Title: Asst. County Manager	Title: Proj Mgr
Date: 3-15-99	Date: 3/26/99	Date: 3/23/99
Project Manager	Owner	Contractor

Clark County Justice Projects
CRSS Constructors, Inc
P.O.Box 553750
Las Vegas, NV 89155

RJC CCDC DFYS SMYC
Justice Bond Projects

REQUEST FOR PROPOSAL #4

Goldie Inc.
5375 Cameron
Las Vegas, NV 89118

Date Issued to GC: 1-Feb-99
Date Received From GC: 3/12/99
Date Negotiated:

Date Revised Issue to GC:
Date Revised Issue to GC:

Name: Detention Center Expansion/Regional Justice Center Site Demolition
No.: 4253-98
Reference Document(s): Quote Dated
Description of Change: Replacement of deteriorated City of Las Vegas sanitary sewer.

Reason for change: In the process of excavating the trenches for the future RJC telephone lines, a deteriorated City of Las Vegas sanitary sewer was uncovered near the intersection of Clark and Casino Center streets. In order not to delay the demolition of the Rainbow Vegas Hotel it is necessary to proceed with this work and be reimbursed by the City.

Requested by: ☐ Ken Adams (title) Project Manager (date) 01-Feb-99

Change Classification: ☐ Error & Omission ☐ GC Convenience ☒ Field Coordination ☐ Owner Request ☒ Jurisdictional ☐ Administrative ☐ Other

Estimated Cost Impact:

Schedule Impact: ☐ Not Affected ☒ Delayed 30 Days ☐ Improved ____ Days

Major Activity ID's

Contractors Proposal Summary:

Cost Impact
General Contractor $
Sub Contractor(s) $
$
$
TOTAL $ 85904.99

Schedule Impact
☐ Not Affected
☒ Delayed 30 Days
☐ Improved ____ Days
Major Activity ID's:

Submitted By: Richard V. Ekta
Contractor's Representative
Date:

☐ 00 -General Conditions	☐ 04 -Masonry	☐ 08 -Doors & Windows	☐ 12 -Furnishings	☐ 15.2 -Fire Protection
☐ 01 -Project Requirements	☐ 05 -Metals	☐ 09 -Finishes	☐ 13 -Special Construction	☐ 15.3 -HVAC
☒ 02 -Sitework	☐ 06 -Woods & Plastics	☐ 10 -Specialties	☐ 14 -Conveying Systems	☐ 16.1 -Electrical
☐ 03 -Concrete	☐ 07 -Moisture Protection	☐ 11 -Equipment	☐ 15.1 -Plumbing	☐ 16.2 -Low Voltage

Justice Bonds Team Finance Review ____ Date
Tenant/User Review ____ Date
A/E/Consultant Review ____ Date
Construction Manager Review 3-25-99 Date

TR 3/25/99

Comments:

Goldie Incorporated
5375 South Cameron
Suite M
Las Vegas, Nevada 89118
702-873-6024 Office
702-876-5834 Fax

March 12, 1999

CRSS Constructors
Attention: Ken Adams
P.O. Box 553750
Las Vegas, Nevada 89115-3750

Request for Change Order
Regional Justice Center
Re: Sewer

Replace 380 feet of sewer line.
5 manholes
Abandon 1 exsisting manhole
Slurry fill exisiting manholes

Total	$63,987.00
10% overhead	6,398.70
5 % profit	3,519.29
Slurry	12,000.00
Grand Total	85,904.99

ok
3-12-99

City of Las Vegas

Agenda Item No.: 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

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

Fiscal Impact

[ ] **No Impact** **Amount:**

[X] **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:	$	15,334,634.96
Total Payroll Checks	$	4,109,703.23
Total Wire Transfers	$	26,777,677.34
Other Checks and Investments	$	110,239.98

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Summary of Cash Expenditures
for period of 11/16/99 - 11/30/99

Total Services & Materials Checks :	**15,334,634.96**
Total Payroll Checks:	**4,109,703.23**
Total NBS & City Investments :	**110,239.98**
Total Wire Transfers:	**26,777,677.34**
Grand Total:	**46,332,255.51**

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 January 5, 2000, the City Council approved the above cash expenditures.

Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No.: 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 8451 Boseck Drive, 89128, Tamara A. Joslin, Center/Nursery/Preschool Dir, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petitie Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
Agenda Memo

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 8451 Boseck Drive, 89128

This item was originally on the consent portion of the November 17, 1999 City Council meeting. It was agendaed as Bright Star Children's Center. It appears on this City Council agenda to reflect the correct name Bright Start Children's Center.

City of Las Vegas

Agenda Item No.: 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 2121 Harbor Island, 89128, Lisa Guedry, Center/Nursery/Preschool Dir, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petite Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 2 (L.B. McDonald) [new Ward 4 (Brown)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
Agenda Memo

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 2121 Harbor Island, 89128

This item was originally on the consent portion of the November 17, 1999 City Council meeting. It was agendaed as Bright Star Children's Center. It appears on this City Council agenda to reflect the correct name Bright Start Children's Center.

City of Las Vegas

Agenda Item No.: 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 6200 W. Smoke Ranch, 89108, Center/Nursery/Preschool Dir. Pending, From: Bright Start, Inc., dba Bright Start Children's Center, Jon R. Jacka, Pres, Susan Johnson-Jacka, COO, James Leidich, COB, To: La Petite Academy, Inc., dba Bright Start Children's Center, Cathryn L. Peshlakai, Regional Dir - Ward 4 (Brown)[new Ward 6 (Mack)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of change of ownership for a Child Care Center/Nursery/Preschool License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
Agenda Memo

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Approval of change of ownership for a Child Care Center/Nursery/Preschool License, Bright Start Children's Center, 6200 W. Smoke Ranch

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This item was originally on the consent portion of the November 17, 1999 City Council meeting. It was agendaed as Bright Star Children's Center. It appears on this City Council agenda to reflect the correct name Bright Start Children's Center.

City of Las Vegas

Agenda Item No.: 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Package Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Buffalo & Lake Mead Blvd., Inc., dba Lee's Discount Liquor, 7411 West Lake Mead Blvd., Lee Haeun Lee, Dir, Pres, Sun Ja Lee, Dir, Secy Treas, Lee Family Trust, 100%, Lee H. Lee, Trustee, Sun J. Lee, Trustee - Ward 2 (L.B. McDonald) [new Ward 4 (Brown)]

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Package Liquor License

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

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Beer/Wine/Cooler On-Sale Liquor License, Arce & Romo, dba Los Molcajetes, 1553 North Eastern Ave., Odelia B. Arce, 50%, Joana L. Romo, 50% - Ward 3 (Reese) [new Ward 5 (Weekly)]

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler On-Sale Liquor License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of change of business name for a Tavern Liquor License, Alarcon, Inc., dba From: Casa Tequila, To: Tequilas Bar, 1815 East Charleston Blvd., Sergio Alarcon, Dir, Pres, 34%, Jorge Alarcon, Dir, Secy, Treas, 33%, Victor Alarcon, Dir, 33% - Ward 3 (Reese) [new Ward 5 (Weekly)]

Fiscal Impact

[X]	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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of change of business name for a Tavern Liquor License, Charles Eric Von Goerken, dba From: Cold Shot Bar & Grill, To: Spirits Lounge and Grill, 4601 West Sahara Ave., Suites W, X, Y & Z, Charles E. Von Goerken, 100% - Ward 1 (M. McDonald)

Fiscal Impact

[X] 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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-Sale Liquor License and a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Rancho Oasis L.P., a Nevada Limited Partership, dba Rancho Oasis Car Wash, 2901 North Rancho Drive, Hayes Properties, LLC, General Partner, 2%, Charles B. Hayes, Member, Mgr, 50%, Phyllis E. Alexander Hayes, Member, Mgr, 50%, The Hayes Family Revocable Trust, Limited Partner, 98%, Charles B. Hayes, Trustee, Settlor, Phyllis, E. A. Hayes, Trustee, Settlor, Approved by the Nevada Gaming Commission on December 16, 1999 - Ward 4 (Brown) [new Ward 5 (Weekly)]

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler Off-Sale Liquor License and a new Restricted Gaming License for 7 slots

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

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a change of location for an Auctioneer License subject to the provisions of the planning codes, Burton White, dba Burton White Co. From: 1903 South Jones Blvd., To: 7472 West Sahara Ave., Suite #103, Burton White, 100% - Ward 1 (M. McDonald)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a change of location for an Auctioneer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a new Hypnotist License, Daryl Newsom, dba Daryl Newsoms Hypnosis Therapy, 1951 Stella Lake Street, #20, Daryl J. Newsom, 100% - Ward 3 (Reese) [new Ward 5 (Weekly)]

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Hypnotist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a new Independent Massage Therapist License subject to the provisions of the planning and fire codes, Linda Ann Stojack, dba Linda Stojack, 5650 West Charleston Blvd., Suite #10, Linda A. Stojack, 100%, Nationally Certified Therapist - Ward 1 (M. McDonald)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:

Approval of a new Independent Massage Therapist License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Temporary approval of a new Independent Massage Therapist License, Cynthia R. Grieco, dba Cynthia R. Grieco, 7310 Smoke Ranch Road, Suite M, Cynthia R. Grieco, 100% - Ward 4 (Brown)

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Cynthia R. Grieco, dba Cynthia R. Grieco, 7310 Smoke Ranch Road, Suite M, Cynthia R. Grieco, 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.: 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Gladys Sierra, dba Gladys Sierra, 4276 Hampshire Green Court, Gladys D.S. Sierra, 100% - Ward 3 (Reese)

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Gladys Sierra, dba Gladys Sierra, 4276 Hampshire Green Court, Gladys D.S. Sierra, 100% - Ward 3 (Reese)

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.: 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Temporary approval of a new Independent Massage Therapist License, Sharon Tippie, dba Sharon Tippie, 3502 Anthony Drive, Sharon M. Tippie, 100% - (County)

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Sharon Tippie, dba Sharon Tippie, 3502 Anthony Drive, Sharon M. Tippie, 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.: 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Etsuko Shoemaker, dba Massage by Etsuko, 4763 Terra Linda Avenue, Etsuko Shoemaker, 100% - (County)

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Etsuko Shoemaker, dba Massage by Etsuko, 4763 Terra Linda Avenue, Etsuko Shoemaker, 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.: 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Temporary approval of a new Independent Massage Therapist License, Shannon, E. Drake, dba Shannon E. Drake, 6345 North El Capitan Way, Shannon E. Drake, 100% - (County)

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Shannon, E. Drake, dba Shannon E. Drake, 6345 North El Capitan Way, Shannon E. Drake, 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.: 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Gui Fang Mao, dba Gui Fang Mao, 4035 West Sahara Avenue, Gui F. Mao, 100% - Ward 1 (M. McDonald)

Fiscal Impact

X	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 January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Gui Fang Mao, dba Gui Fang Mao, 4035 West Sahara Avenue, Gui F. Mao, 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.: 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Travis Cottam, dba Travis Cottam, 601 South Rainbow Blvd., Travis J. Cottam, 100% - Ward 2 (L.B. McDonald)

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Travis Cottam, dba Travis Cottam, 601 South Rainbow Blvd., Travis J. Cottam, 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.: 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Temporary approval of a new Independent Massage Therapist License, Christina Jeans, dba Christina Jeans, 3401 El Conlon Avenue, #84, Christina E. Jeans, 100% - Ward 1 (M. McDonald)

Fiscal Impact

[X] 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 January 18, 2000

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Christina Jeans, dba Christina Jeans, 3401 El Conlon Avenue, #84, Christina E. Jeans, 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.: 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Temporary approval of a new Independent Massage Therapist License, Tiffany Preciado, dba Tiffany Preciado, 3336 Cotswold Avenue, Tiffany N. Preciado, 100% - Ward 4 (Brown)

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2000
DEPARTMENT: FINANCE & BUSINESS SERVICES
ITEM DESCRIPTION: Temporary approval of a new Independent Massage Therapist License, Tiffany Preciado, dba Tiffany Preciado, 3336 Cotswold Avenue, Tiffany N. Preciado, 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.: 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of change of location for an Independent Massage Therapist License, Paula A. Williams, dba Tender Touch Massage, From: 3750 South Arville Street #199, To: 7400 Pirates Cove Road, #135, Paula A. Williams, 100% - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of the award of Bid Number 00.1739.09-RH, Heritage Park Phase II; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION, INC. ($798,992 - Capital Projects Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $998,992
[X]	**Budget Funds Available**	**Dept./Division:** Public Works
[ ]	**Augmentation Required**	**Funding Source:** Capital Projects

PURPOSE/BACKGROUND:

The general work includes minor earthwork, A.C. paving, concrete work, facade treatments to existing museum building, construction of park restroom ramadas, utility work, painting, installation of playground equipment and landscaping to Heritage Park.

RECOMMENDATION:

That the City Council approve the award of Bid Number 00.1739.09-RH, Heritage Park Phase II to Richardson Construction, Inc. in the amount of $798,992 and approve the construction conflicts and contingency amount of $200,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 00.1739.09

DATE of CONTRACT January 5, 2000

NAME AND ADDRESS OF CONTRACTOR

Richardson Construction Inc.
2207 West Gowan Road
North Las Vegas, NV 89032

INDIVIDUAL ☐ PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Heritage Park Phase II** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1739.09**, and **Richardson Construction Inc.** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Seven hundred ninety-eight thousand nine hundred ninety-two and 00/100 dollars

$798,992.00

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 00.1739.09
Contract Drawings No. 650.44A- Date: August 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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN 150 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of Seven hundred fifty dollars ($ 750.00) 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:

No Addendums

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

CITY OF LAS VEGAS

By ____________________
(Mayor)

Attest ____________________
(City Clerk)

APPROVED AS TO FORM:
Thomas R. Green
1-21-00 Date

CONTRACTOR Richardson Construction Inc.

(Name of Contractor)

By ____________________
(Signature)

(Title)
Pres/SECT

Attest ____________________
(Secretary)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 53BCSAC8235
DATE EXECUTED 1-5-00
Premium: $5,304.00

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.

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 $798,992.00, 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. 00.1739.09, of the City's specifications, entitled Heritage Park Phase II PWP#CL-2000-161.

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 11th day of January, ~~19~~ 2000

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

La Porta - Clark - Leavitt Insurance Agency, Inc.
(Resident Agent)

1135
(State of Nevada, License Number)

Margo Ayn Smith
(Appointed Agent Name)

By: Margo Ayn Smith
(Signature)

Address: 3700 Pecos McLeod
Las Vegas, NV 89121

Telephone: 702 454-1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Richardson Construction Inc.
(Principal Contractor)

Louis S. Richardson, President
(Authorized Representative and Title)

By:
(Signature)

Surety: Hartford Accident and Indemnity Company

10341
(State of Nevada, License Number)

Margo Ayn Smith, Attorney-in-Fact
(Appointed Agent Name)

By: Margo Ayn Smith Attorney-in-Fact
(Signature)

Address: P.O. Box 3615
San Francisco, CA 94119-9971

Telephone: 800 248-5999

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).

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 53BCSAC8235
DATE EXECUTED 1-5-00

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.

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 $798,992.00, 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. 00.1739.09, of the City's specifications, entitled Heritage Park Phase II PWP#CL-2000-161.

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 11th day of January, ~~19~~ 2000

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

La Porta - Clark - Leavitt Insurance Agency, Inc.
(Resident Agent)

1135
(State of Nevada, License Number)

Margo Ayn Smith
(Appointed Agent Name)

By: Margo Ayn Smith
(Signature)

Address: 3700 Pecos McLeod
Las Vegas, NV 89121

Telephone: 702 454-1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Richardson Construction Inc.
(Principal Contractor)

Louis S. Richardson, President
(Authorized Representative and Title)

By:
(Signature)

Surety: Hartford Accident and Indemnity Company

10341
(State of Nevada, License Number)

Margo Ayn Smith, Attorney-in-Fact
(Appointed Agent Name)

By: Margo Ayn Smith, Attorney-in-Fact
(Signature)

Address: P.O. Box 3615
San Francisco, CA 94119-9971

Telephone: 800 248-5999

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).

GUARANTEE BOND

BOND NUMBER 53BCSAC8235
DATE EXECUTED 1-5-00

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 Richardson Construction Inc. 2207 West Gowan Road, North Las Vegas, NV 89032
(Name and Address of Prime Contractor)

We hereby guarantee that the Heritage Park Phase II Bid No: 00.1739.09 PWP#CL-2000-161, 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 11th day of January, ~~19~~ 2000

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

La Porta - Clark - Leavitt Insurance Agency, Inc.
(Resident Agent)

1135
(State of Nevada, License Number)

Margo Ayn Smith
(Appointed Agent Name)

By: Margo Ayn Smith
(Signature)

Address: 3700 Pecos McLeod
Las Vegas, NV 89121

Telephone: 702 454-1400

Telephone: 702 454-1400
(Local Agent)

Telephone: 800 248-5999
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Richardson Construction Inc.
(Principal Contractor)

Louis S. Richardson, President
(Authorized Representative and Title)

By: ____________
(Signature)

Surety: Hartford Accident and Indemnity Company

10341
(State of Nevada, License Number)

Margo Ayn Smith, Attorney-in-Fact
(Appointed Agent Name)

By: Margo Ayn Smith, Attorney-in-Fact
(Signature)

Address: P.O. Box 3615
San Francisco CA 94119-9971

Telephone: 800 248-5999

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).

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

MARGO AYN SMITH of LAS VEGAS, NEVADA

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD ACCIDENT AND INDEMNITY COMPANY ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997, as follows:

ARTICLE IV

SECTION 8. The President or any Vice-President or Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 15th day September, 1997.

Attest: HARTFORD ACCIDENT AND INDEMNITY

Richard A. Hermanson

John F Burke

SEAL INCORPORATED 1913

Richard A. Hermanson, Secretary

John F. Burke, Assistant Vice President

STATE OF CONNECTICUT } ss.
COUNTY OF HARTFORD

On this 15th day of September, A.D. 1997, before me personally came John F. Burke, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

NOTARY PUBLIC

Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 1999

STATE OF CONNECTICUT } ss.
COUNTY OF HARTFORD

CERTIFICATE

I, the undersigned, Secretary of HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11 of the By-laws of HARTFORD ACCIDENT AND INDEMNITY COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 5th day of January ~~19~~ 2000

SEAL INCORPORATED 1913

Robert L Post

Robert L. Post, Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/11/2000

PRODUCER (702)454-1400 FAX (702)454-7083
LaPorta-Clark-Leavitt Insurance Agency, Inc.
P.O. Box 60420
Vegas, NV 89160-0420

Attn: Kelle Bailey Ext: 226

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.

INSURED
Richardson Construction Inc
Louis S Richardson DBA
2207 W Gowan Road
North Las Vegas, NV 89030

COMPANIES AFFORDING COVERAGE

COMPANY	
A	Maryland Casualty -Phoenix Office
B	
C	
D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	CON34392325	01/26/1999	01/26/2000	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 10,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CON34392499	01/26/1999	01/26/2000	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	AV0286866101	01/26/1999	01/26/2000	EACH OCCURRENCE	$ 6,000,000
					AGGREGATE	$ 6,000,000
						$
A	[redacted] EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL	CON34392325	01/26/1999	01/26/2000	WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE - EA EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Bid #00.1739.09, Heritage Park Phase II
The City of Las Vegas is named as an Additional Insured per form CG2026 attached.

CERTIFICATE HOLDER

City of Las Vegas
Purchasing & Contracts Divison
City Hall, 1st Floor
400 Stewart Ave.
Las Vegas, NV 89101-2986

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Margo Ayn Smith

POLICY NUMBER : CON34392325

COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT NAME: Bid #00.1739.09, Heritage Park Phase II

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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ACORD™ CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 01/11/2000

PRODUCER
Insurance Solutions
P.O. Box 80987
Las Vegas, NV 89180

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

COMPANIES AFFORDING COVERAGE

COMPANY A Nevada Contractor's Network Self Insurers Fund
COMPANY B
COMPANY C
COMPANY D

INSURED Richardson Construction, Inc.
2207 West Gowan Road
North Las Vegas, NV 89030

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In Thousands)	
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES/OPERATIONS ☐ UNDERGROUND ☐ EXPLOSION & COLLAPSE HAZARD ☐ PRODUCTS/COMPLETED OPER ☐ CONTRACTUAL ☐ INDEPENDENT CONTRACTORS ☐ BROAD FORM PROPERTY DAMAGE ☐ PERSONAL INJURY				BODILY INJURY OCC BODILY INJURY AGG PROPERTY DAMAGE OCC PROPERTY DAMAGE AGG BI & PD COMBINED OCC BI & PD COMBINED AGG PERSONAL INJURY AGG	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS (Private Pass) ☐ ALL OWNED AUTOS (Other than Private Passenger) ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED	$ $ $ $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☒ INCL ☐ EXCL	WC-300-0001018-2000A - 1	01/01/2000	01/01/2001	☒ STATUTORY LIMITS EACH ACCIDENT DISEASE – POLICY LIMIT DISEASE – EACH EMPLOYEE	 $ N/A $ N/A $ N/A
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

HERITAGE PARK PHASE 11 - BID #00.1739.09

CERTIFICATE HOLDER

CITY OF LAS VEGAS-PURCHASING & CONTRACTS DIV.
CITY HALL-FIRST FLOOR
400 EAST STEWART AVENUE.
LAS VEGAS, NV 89101-2986

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Carol Hewitt

City of Las Vegas

Agenda Item No.: 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of the award of Bid Number 00.1730.06, Pecos Road storm drain; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: K CONSTRUCTION INC. ($490,343.50 - Capital Projects Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $540,343.50
[X]	Budget Funds Available	**Dept./Division:** Public Works
[ ]	Augmentation Required	**Funding Source:** Capital Projects

PURPOSE/BACKGROUND:

The work under this contract shall generally consist of the installation of a 4' x 8' reinforced concrete box as indicated on the contract drawings. In addition, the work will consist of removal of existing asphalt concrete pavement and existing portland cement concrete pavement, existing 48" RCP storm drain pipe. The project will also provide for the installation of precast reinforced concrete boxes, junction structures, asphalt concrete portland cement concrete pavement and traffic loops.

RECOMMENDATION:

That the City Council approve the award of Bid Number 00.1730.06, Pecos Road storm drain to K Construction Inc. in the amount of $490,343.50 and approve a construction conflicts and contingency amount of $50,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

CITY OF LAS VEGAS Las Vegas, Nevada CONSTRUCTION CONTRACT	BID NUMBER 00.1730.06 DATE of CONTRACT January 5, 2000
NAME AND ADDRESS OF CONTRACTOR K Construction Inc. 4557 Desert Bloom Court Las Vegas, NV 89129	INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION, INCORPORATED IN THE STATE ☒ OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Pecos Road Storm Drain** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1730.06**, and **K Construction Inc.** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Four Hundred Ninety Thousand Three Hundred Forty Three and 50/100

$490,343.50

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 00.1730.06
Contract Drawings No. 327-V255- Date: July 12, 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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN 90 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of Five Hundred Dollars ($ 500.00) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Addendum #1 - dated December 1, 1999

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

CITY OF LAS VEGAS

By ____________
(Mayor)

Attest ____________
(City Clerk)
By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM:
2-8-00 Date

CONTRACTOR K Construction Inc.
(Name of Contractor)

By ____________
EDWARD CRAFT (Signature)
PRESIDENT
(Title)

Attest ____________
(Secretary)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 870010P
DATE EXECUTED 1/12/00

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.

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 $490,343.50****, 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. 00.1730.06, of the City's specifications, entitled PECOS ROAD STORM DRAIN PWP#CL-2000-152.

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 12 day of JANUARY, ~~XX~~ 2000

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

GARY PRATER
(Resident Agent)

5907
(State of Nevada, License Number)

GARY PRATER
(Appointed Agent Name)

By: [signature]
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

K CONSTRUCTION, INC.
(Principal Contractor)

EDWARD CRAFTS PRESIDENT
(Authorized Representative and Title)

By: Edward Crafts
(Signature)

Surety: DEVELOPERS INSURANCE COMPANY

I2523
(State of Nevada, License Number)

PATRICIA PEUGH ATTORNEY-IN-FACT
(Appointed Agent Name)

By: Patricia Peugh
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

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).

POWER OF ATTORNEY OF INDEMNITY COMPANY OF CALIFORNIA AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 042056

NOTICE:
1. All power and authority herein granted shall in any event terminate on the 31st day of March, 2002.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in blue ink.
4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

*****GARY PRATER, DIANE PRATER, GARY ATKIN, PATRICIA PEUGH, JOINTLY OR SEVERALLY*****

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or ssistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

By Walter Crowell
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ATTEST

By Walter Crowell
Walter Crowell
Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature C Hollister

WMD1 C. HOLLISTER
COMM. # 1192615
Notary Public - California
ORANGE COUNTY
My Comm. Expires AUG. 11, 2002 WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12 day of JANUARY, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By William T. Sherer
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By William T. Sherer
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

PERFORMANCE BOND

BOND NUMBER 870010P
DATE EXECUTED 1/12/00

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.

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 $490,343.50*** 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. 00.1730.06, of the City's specifications, entitled PECOS ROAD STORM DRAIN PWP#CL-2000-152.

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 12 day of JANUARY, ~~XX~~ 2000

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

GARY PRATER
(Resident Agent)

5907
(State of Nevada, License Number)

GARY PRATER
(Appointed Agent Name)

By: [signature]
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

K CONSTRUCTION, INC.
(Principal Contractor)

EDWARD CRAFTS, PRESIDENT
(Authorized Representative and Title)

By: [signature]
(Signature)

Surety: DEVELOPERS INSURANCE COMPANY

I2523
(State of Nevada, License Number)

PATRICIA PEUGH ATTORNEY-IN-FACT
(Appointed Agent Name)

By: [signature]
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

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).

POWER OF ATTORNEY OF INDEMNITY COMPANY OF CALIFORNIA AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 ∘ (949) 263-3300

№ 042059

NOTICE:
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KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

*****GARY PRATER, DIANE PRATER, GARY ATKIN, PATRICIA PEUGH, JOINTLY OR SEVERALLY*****

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or ssistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967

By Walter Crowell
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY

By Dante F. Vincenti, Jr.
Dante F. Vincenti, Jr.
President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ATTEST

By Walter Crowell
Walter Crowell
Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature C. Hollister

C. HOLLISTER
COMM. # 1192615
Notary Public - California
ORANGE COUNTY
My Comm. Expires AUG. 11, 2002

WMD1

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12 day of JANUARY, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By William T. Sherer
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967

DEVELOPERS INSURANCE COMPANY

By William T. Sherer
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ID-314 REV. (12/98)

GUARANTEE BOND

BOND NUMBER 870010P
DATE EXECUTED

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 K CONSTRUCTION, INC. 4557 DESERT BLOOM COURT LAS VEGAS, NV. 89129
(Name and Address of Prime Contractor)

We hereby guarantee that the PECOS ROAD STORM DRAIN, 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 12 day of JANUARY, ~~19~~ 2000

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

GARY PRATER
(Resident Agent)

5907
(State of Nevada, License Number)

GARY PRATER
(Appointed Agent Name)

By: [signature]
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

Telephone: 702 385-3453
(Local Agent)

Telephone: 702 871-7136
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

K CONSTRUCTION, INC.
(Principal Contractor)

EDWARD CRAFTS, PRESIDENT
(Authorized Representative and Title)

By: Edward Crafts
(Signature)

Surety: DEVELOPERS INSURANCE COMPANY

I2523
(State of Nevada, License Number)

PATRICIA PEUGH ATTORNEY-IN-FACT
(Appointed Agent Name)

By: Patricia Peugh
(Signature)

Address: 1320 S CASINO CENTER BLVD
LAS VEGAS, NV. 89104

Telephone: 702 385-3453

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).

POWER OF ATTORNEY OF INDEMNITY COMPANY OF CALIFORNIA AND DEVELOPERS INSURANCE COMPANY

P.O. BOX 19725, IRVINE, CA 92623 • (949) 263-3300

№ 042057

NOTICE: 1. All power and authority herein granted shall in any event terminate on the 31st day of March, 2002.
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4. This Power of Attorney should not be returned to the Attorney(s)-In-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

GARY PRATER, DIANE PRATER, GARY ATKIN, PATRICIA PEUGH, JOINTLY OR SEVERALLY

the true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding Ten Million Dollars ($10,000,000) in any single undertaking; giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporations be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or ssistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 22nd day of December, 1998.

INDEMNITY COMPANY OF CALIFORNIA

By *Dante F. Vincenti, Jr.*
Dante F. Vincenti, Jr.
President

By *Walter Crowell*
Walter Crowell
Secretary

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967

DEVELOPERS INSURANCE COMPANY

By *Dante F. Vincenti, Jr.*
Dante F. Vincenti, Jr.
President

ATTEST

By *Walter Crowell*
Walter Crowell
Secretary

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On December 22, 1998, before me, C. Hollister, personally appeared Dante F. Vincenti, Jr. and Walter Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *C. Hollister*

C. HOLLISTER
COMM. # 1192615
Notary Public - California
ORANGE COUNTY
My Comm. Expires AUG. 11, 2002

CERTIFICATE

The undersigned, as Senior Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Senior Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12 day of JANUARY, 2000.

INDEMNITY COMPANY OF CALIFORNIA

By *William T. Sherer*
William T. Sherer
Senior Vice President

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967

DEVELOPERS INSURANCE COMPANY

By *William T. Sherer*
William T. Sherer
Senior Vice President

DEVELOPERS INSURANCE COMPANY INCORPORATED MAR. 27 1979 CALIFORNIA

ID-314 REV. (12/98)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/12/00

PRODUCER

ATKIN & PRATER, INC
1320 S CASINO CENTER
LAS VEGAS NV 89104

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.

INSURED

K CONSTRUCTION, INC.
4557 DESERT BLOOM CT
LAS VEGAS NV 89129

COMPANIES AFFORDING COVERAGE

COMPANY	
A	NORTHERN INSURANCE CO OF NY
B	ASSURANCE COMPANY OF AMERICA
C	
D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CON30678024	12/31/99	12/31/00	GENERAL AGGREGATE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$ 300,000
					MED EXP (Any one person)	$ 10,000
B	AUTOMOBILE LIABILITY	CON27441428	12/31/99	12/31/00	COMBINED SINGLE LIMIT	$ 1,000,000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: BID #00.1730.06 PECOS ROAD STORM DRAIN
ADDITIONAL INSURED ENDORSEMENT ATTACHED

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ATKIN & PRATER, INC. PP A

POLICY NUMBER : CON30678024 COMMERCIAL GENERAL LIABILITY

BID NUMBER AND PROJECT NAME: #00.1730.06 PECOS ROAD STORM DRAIN

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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ACORD

CERTIFICATE OF INSURANCE

ISSUED DATE (MM/DD/YY) 01-12-00

PRODUCER
LAS VEGAS REGIONAL OFFICE
7180 POLLOCK DRIVE
LAS VEGAS, NV 89119

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	EMPLOYERS INSURANCE COMPANY OF NEVADA
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED
K CONSTRUCTION INC
4557 DESERT BLOOM CT
LAS VEGAS, NV 89129

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXP.(Any one person)	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	NWC-220337-05	01-01-00	01-01-01	*STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $ 100,000 $ 500,000 $ 100,000

* EMPLOYER'S LIABILITY COVERAGE BECAME EFFECTIVE FOR THIS POLICY ON THE LATTER OF 7/1/99 OR THE POLICY EFFECTIVE DATE.

	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
ALL JOBS WITHIN THE STATE OF NEVADA

CERTIFICATE HOLDER

CITY OF LAS VEGAS
PURCHASING & CONTRACTS DEPT.
ATTN ROBERT CRUTCHFIELD
400 STEWART AVE
LAS VEGAS, NV 89101-2986

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Las Vegas

Agenda Item No.: 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the rejection of bid and award of Bid Number 000037-LED, annual requirements contract for janitorial services - Department of Public Works - Award recommended to: BEST JANITORIAL (Estimated annual amount of $446,148 - General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	Estimated $446,148
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/Building Service
[ ]	**Augmentation Required**	**Funding Source:**	General

PURPOSE/BACKGROUND:
This requirement will provide janitorial services for various City operated facilities throughout the Las Vegas area. The low bidder for Lot III, Magic Brite, failed to return a signed copy of the Bid Proposal page. This omission is considered to be material in nature as this page confirms the bidder's commitment to abide by the terms, conditions and specifications of the bid package.

RECOMMENDATION:
That the City Council reject the bid of Magic Brite & approve the award of Bid Number 000037-LED to Best Janitorial for janitorial services from date of award thru 12/31/2000, with four one-year options to renew. Request approval to add additional buildings as required.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the award of Bid Number 00.1730.14, 1999-2000 crack seal; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: RESEARCH MGMT CORP. (Estimated annual amount of $207,690 - Capital Project Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** Estimated $217,690
[X]	Budget Funds Available	**Dept./Division:** Public Works
[ ]	Augmentation Required	**Funding Source:** Capital Projects

PURPOSE/BACKGROUND:
The general scope of this project consists of removal of dirt and debris from pavement cracks and the application of herbicide to those cracks containing vegetation and then placement of rubber asphalt crack sealant.

RECOMMENDATION:
That the City Council approve the award of Bid Number 00.1730.14, 1999-2000 crack seal to Research Mgmt Corp. in the estimated amount of $207,690 and approve the construction conflicts and contingency amount of $10,000.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 00.1730.14

DATE of CONTRACT January 5, 2000

NAME AND ADDRESS OF CONTRACTOR

Researh Management Corporation
dba: Sage Construction
5005 East Carey Avenue
Las Vegas, NV 89115

INDIVIDUAL ☐ PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **1999-2000 Crack Seal** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1730.14**, and **Research Management Corporation dba: Sage Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Two hundred seven thousand six hundred ninety dollars and 00/100

$207,690.00

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 00.1730.14
Contract Drawings No. Number- Date: Date
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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN 120 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of Five hundred dollars ($ 500.00) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Addendum #1 - dated December 3, 1999

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

CITY OF LAS VEGAS

By ______________________
(Mayor)

Attest ______________________
(City Clerk)

APPROVED AS TO FORM
2-3-00 Date

CONTRACTOR Research Management Corporation dba: Sage Construction

(Name of Contractor)

By ______________________
(Signature) PRESIDENT
(Title)

Attest ______________________
(Secretary)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 190517826
DATE EXECUTED 12-17-99

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.

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 $207,690.00**, 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. 00.1730.14- of the City's specifications, entitled 1999-2000 Crack Seal, City of Las Vegas right-of-way or on City of Las Vegas Property

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 17th day of December, 1999

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

Marsh USA Inc.
(Resident Agent)

372
(State of Nevada, License Number)

Donna G. Reckling
(Appointed Agent Name)

By: ____________________
(Signature)

Address: 7251 W. Lake Mead Blvd #401
Las Vegas, NV 89128

Telephone: 702-804-7200

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Research Management, Inc.
dba Sage Construction
(Principal Contractor)

ED G. NEAL - PRESIDENT
(Authorized Representative and Title)

By: [signature]
(Signature)

Surety: Continental Casualty Company

____
(State of Nevada, License Number)

Marsh, Inc.
(Appointed Agent Name)

By: [signature]
Jeffrey Strassner (Signature) Attorney-in-Fact

Address: 7251 West Lake Mead Blvd.
Suite 410, Las Vegas, NV 89128

Telephone: (702) 804-7480

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).

All-Purpose Certificate of Acknowledgement

MMLA-1024-B

State of California

County of Los Angeles

On December 17, 1999 (Date) before me, Marina Tapia, Notary Public (NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC:),

personally appeared Jeffrey Strassner

NAME(S) OF SIGNER(S)

X personally known to me - **OR** ☐ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capactiy(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARINA TAPIA
Commission # 1206435
Notary Public - California
Los Angeles County
My Comm. Expires Dec 31, 2002

Witness my hand and official seal.

Marina Tapia

SIGNATURE OF NOTARY

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s)
- ☐ Corporate
- ☐ Office(s)

TITLE(S)

- ☐ Partner(s)
- X Attorney-in-fact
- ☐ Trustee(s)
- ☐ Subscribing witness
- ☐ Guardian/Conservator
- ☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Cesar F. Javier, Jeffrey Strassner, Ashraf Elmasry, Marina Tapia, Individually

of Los Angeles, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 19th day of October, 1999.

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion — Group Vice President

State of Illinois, County of Cook, ss:

On this 19th day of October, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/01

My Commission Expires September 17, 2001

Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 17th day of December, 2000.

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis — Assistant Secretary

(Rev.10/1/97)

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993:

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER: 190517826
DATE EXECUTED: 12-17-99

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.

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 $207,690.00**, 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 No00.1730.14-, of the City's specifications, entitled 1999-2000 Crack Seal, City of Las Vegas right-of-way or on City of Las Vegas Property.

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 17th day of December, 19 99.

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

Marsh USA Inc.
(Resident Agent)

372
(State of Nevada, License Number)

Donna G. Reckling
(Appointed Agent Name)

By: Donna G Reckling
(Signature)

Address: 7251 W. Lake Mead Blvd #401
Las Vegas, NV 89128

Telephone: 702-804-7200

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Research Management, Inc.
dba Sage Construction
(Principal Contractor)

ED G. NEAL - PRESIDENT
(Authorized Representative and Title)

By: [signature]
(Signature)

Surety: Continental Casualty Company

48705
(State of Nevada, License Number)

Marsh, Inc.
(Appointed Agent Name)

By: [signature]
Jeffrey Strassner (Signature) Attorney-in-Fact

Address: 7251 West Lake Mead Blvd.
Suite 410, Las Vegas, NV 89128

Telephone: (702) 804-7480

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).

All-Purpose Certificate of Acknowledgement

MMLA-1024-B

State of California
County of Los Angeles

On December 17, 1999 before me, Marina Tapia, Notary Public,
Date — NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC:

personally appeared Jeffrey Strassner
NAME(S) OF SIGNER(S)

X personally known to me - **OR** ☐ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capactiy(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARINA TAPIA
Commission # 1206435
Notary Public - California
Los Angeles County
My Comm. Expires Dec 31, 2002

Witness my hand and official seal.

Marina Tapia

SIGNATURE OF NOTARY

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s)
- ☐ Corporate
- ☐ Office(s)

TITLE(S)

- ☐ Partner(s)
- X Attorney-in-fact
- ☐ Trustee(s)
- ☐ Subscribing witness
- ☐ Guardian/Conservator
- ☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

133968v1-Template

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

John T. Lettieri, Maria Escobar, Cesar F. Javier, Vickie L. Hazelett, Jeffrey Strassner, Individually

of Los Angeles, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 18th day of August, 1999.

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion — Group Vice President

State of Illinois, County of Cook, ss:

On this 18th day of August, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/01

My Commission Expires September 17, 2001 — Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 17th day of December, 1999.

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis — Assistant Secretary

(Rev.10/1/97)

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

GUARANTEE BOND

BOND NUMBER 190517826
DATE EXECUTED 12-17-99

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 Research Management Corporation dba Sage Construction P.O. Box 34839, Las Vegas, NV 89133
(Name and Address of Prime Contractor)

We hereby guarantee that the 1999-2000 Crack Seal, City of Las Vegas right-of-way or on City of Las Vegas Property, 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 17th day of December, 1999.

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

Marsh USA Inc.
(Resident Agent)

372
(State of Nevada, License Number)

Donna G. Reckling
(Appointed Agent Name)

By: ____________________
(Signature)

Address: 7251 W. Lake Mead Blvd #401
Las Vegas, NV 89128

Telephone: 702-804-7200

Telephone: 702-804-7480
(Local Agent)

Telephone: 800-262-7873
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Research Management, Inc.
dba Sage Construction
(Principal Contractor)

ED G. NEAL - PRESIDENT
(Authorized Representative and Title)

By: Ed G. Neal
(Signature)

Surety: Continental Casualty Company
____
(State of Nevada, License Number)

Marsh, Inc.
(Appointed Agent Name)

By: ____________________
Jeffrey Strassner (Signature) Attorney-in-Fact
Address: 7251 West Lake Mead Blvd.
Suite 410, Las Vegas, NV 89128

Telephone: (702) 804-7480

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).

All-Purpose Certificate of Acknowledgement

MMLA-1024-B

State of California
County of Los Angeles

On December 17, 1999 before me, Marina Tapia, Notary Public,
Date — NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC:

personally appeared Jeffrey Strassner
NAME(S) OF SIGNER(S)

X personally known to me - **OR** ☐ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capactiy(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARINA TAPIA
Commission # 1206435
Notary Public - California
Los Angeles County
My Comm. Expires Dec 31, 2002

Witness my hand and official seal.

Marina Tapia
SIGNATURE OF NOTARY

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

CAPACITY CLAIMED BY SIGNER

☐ Individual(s)
☐ Corporate
☐ Office(s)
TITLE(S)
☐ Partner(s)
X Attorney-in-fact
☐ Trustee(s)
☐ Subscribing witness
☐ Guardian/Conservator
☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

133968v1-Template

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Cesar F. Javier, Jeffrey Strassner, Ashraf Elmasry, Marina Tapia, Individually

of Los Angeles, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 19th day of October, 1999.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897 — NATIONAL FIRE INSURANCE COMPANY OF HARTFORD — AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA INCORPORATED JULY 31, 1902

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion — Group Vice President

State of Illinois, County of Cook, ss:

On this 19th day of October, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/01

Diane Faulkner

My Commission Expires September 17, 2001 — Diane Faulkner — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 17th day of December, 2000.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897 — NATIONAL FIRE INSURANCE COMPANY OF HARTFORD — AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA INCORPORATED JULY 31, 1902

CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis — Assistant Secretary

(Rev.10/1/97)

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 12/03/1999

PRODUCER Serial # A1066

MARSH USA INC
7251 W LAKE MEAD BLVD #401
LAS VEGAS NV 89128
(702) 804-7200 FAX# (702) 804-7474

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.

INSURED

LARSEN ELECTRIC SIGN COMPANY
1405 "A" STREET
LAS VEGAS, NV 89106

INSURERS AFFORDING COVERAGE	
INSURER A:	CALIFORNIA INDEMNITY INS. COMPANY
INSURER B:	
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	POLICY / PROJECT / LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	L10004148	12/15/99	12/15/00	X 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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

CITY OF LAS VEGAS
400 E. STEWART AVENUE
LAS VEGAS, NV 89101

CANCELLATION

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 OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY

MARSH REPRESENTATIVE

ACORD 25-S (7/97)

C:\FMPRO\CERTPROS.WEB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 11/29/1999

PRODUCER Serial # A1043

MARSH USA INC
7251 W LAKE MEAD BLVD #401
LAS VEGAS NV 89128
(702) 804-7200 FAX# (702) 804-7474

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.

INSURED

RMC, INC. DBA SAGE CONSTRUCTION AND
CAREY PROPERTIES, LLC
5005 EAST CAREY AVENUE
LAS VEGAS, NV 89115-5540

COMPANIES AFFORDING COVERAGE

COMPANY A	RELIANCE INSURANCE COMPANY
COMPANY B	BEST RATING - "A- XII
COMPANY C	
COMPANY D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	PX8600931	05/15/99	05/15/00	GENERAL AGGREGATE	$ 2,000,000
A	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 1,000,000
	CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	X PD DEDUCTIBLE $500				FIRE DAMAGE (Any one fire)	$ 100,000
	PER CLAIM				MED EXP (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY	PX8600931	05/15/99	05/15/00	COMBINED SINGLE LIMIT	$ 1,000,000
A	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY	QU8600931	05/15/99	05/15/00	EACH OCCURRENCE	$ 1,000,000
	X UMBRELLA FORM				AGGREGATE	$ 1,000,000
	OTHER THAN UMBRELLA FORM				RETAINED LIMIT	$ 10,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	PX8600931 E.L. STOP GAP	05/15/99	05/15/00	WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$ 100,000
					EL DISEASE - POLICY LIMIT	$ 500,000
					EL DISEASE - EA EMPLOYEE	$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: BID NO. 00.1730.14-LED, 1999 - 2000 CRACK SEAL
ADDITIONAL INSURED PER ATTACHED CG2010

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Donna Reckling

MARSH REPRESENTATIVE

POLICY NUMBER: PX8600931 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
The City of Las Vegas, its officers, employees and volunteers

RE: Bid No. 00.1730.14-LED, 1999-2000 Crack Seal

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

WHO IS THE INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

* It is agreed that such insurance as is afforded by this policy or by these policies for the benefit of the Additional Insured(s) shown above shall be primary insurance, but only as respects any claims, loss or liability arising out of the operations of the named insured, his sub-contractors or materialmen or shippers, and any insurance maintained by the additional insured shall be non-contributing.

City of Las Vegas

Agenda Item No.: 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of the award of the first option year of RFP Number 1010-98, professional audit services - Department of Finance and Business Services - Award recommended to: KPMG PEAT MARWICK LLP (Estimated annual amount $112,000 - General Fund)

Fiscal Impact

[ ] No Impact — **Amount:** Estimated $112,000

[X] Budget Funds Available — **Dept./Division:** Finance and Business Services

[ ] Augmentation Required — **Funding Source:** General

PURPOSE/BACKGROUND:

This request provides for a contract to audit the City's general purpose financial statements for the fiscal year ending June 30, 1999 and other areas as deemed necessary by the City. The audit firm will report on the combining, individual funds and account group financial statements, supplemental information and schedule of expenditures of federal awards.

RECOMMENDATION:

That the City Council approve the award of the first option year of RFP Number 1010-98, professional audit services to KPMG Peat Marwick LLP in the estimated annual amount of $112,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of authorization to utilize the State of Nevada's Bid Number 5658, annual requirements contract for industrial supplies and equipment - various departments - Award recommended to: W.W. GRAINGER (Estimated annual amount of $100,000 - Various Funds)

Fiscal Impact

[ ]	**No Impact**	**Amount:** Estimated $100,000
[X]	**Budget Funds Available**	**Dept./Division:** Various
[ ]	**Augmentation Required**	**Funding Source:** Various

PURPOSE/BACKGROUND:
This request will provide for an annual requirements contract for purchasing industrial supplies and equipment for various departments within the City. The agreement will be effective from date of award through December 31, 2000, with the option to renew for three additional one-year periods. Funding will be provided on an annual basis at an estimated cost of $100,000. This item is exempt from competitive bidding pursuant to NRS 332.115, which allows the City to join government contracts.

RECOMMENDATION:
That the City Council approve the utilization of the State of Nevada's Bid Number 5658 for an annual requirements contract for industrial supplies and equipment to W.W. Grainger for the period of date of award thru 12/31/00 w/3 one-year options to renew in the estimated annual amount of $100,000.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the award of Bid Number 00.1739.10, Detention Facility intercom/paging system upgrade; and approve the construction conflicts and contingency amount - Department of Public Works - Award recommended to: SOUTHWESTERN COMMUNICATIONS, INC. dba TELE/DATA CONTRACTORS ($79,000 - Capital Project Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $89,000
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Architect. Serv.
[ ]	**Augmentation Required**	**Funding Source:** Capital Projects

PURPOSE/BACKGROUND:
In general, the work includes furnishing, installing a replacement intercom/paging system, head-end and control equipment, intercom stations, cabling, and accessories utilizing existing buildings, mounting locations, and low voltage electrical raceways in interior locations throughout the City of Las Vegas Dentention Facility located at 3300 Stewart Ave. Any new conduit or AC power required will be provided by others.

RECOMMENDATION:
That the City Council approve the award of Bid Number 00.1739.10, Detention Facility intercom/paging system upgrade to Southwestern Communications, Inc. dba Tele/Data Contractors in the amount of $79,000 and approve a construction conflicts and contingency amount of $10,000.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 00.1739.10

DATE of CONTRACT JANUARY 5, 2000

NAME AND ADDRESS OF CONTRACTOR

Southwestern Communications, Inc.
3933 Ali Baba Lane, Suite 1
Las Vegas, NV 89118

INDIVIDUAL ☐ PARTNERSHIP ☒

CORPORATION, INCORPORATED IN THE STATE ☐

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Detention Facility Intercom/Paging System Upgrade** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1739.10**, and **Southwestern Communications, Inc's** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Seventy-Nine Thousand and 00/100 dollars

$79,000.00

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 00.1739.10
Contract Drawings No. N/A- Date: N/A

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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN **SEE PAGE 2** CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of SEE BELOW) per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Addendum #1 - dated - October 28, 1999

WORK TO BE COMPLETED: Phase I, within **sixty (60) calendar days** and Phase II within **fourteen (14) calendar days**. Phase II shall be scheduled to immediately follow substantial completion of the Visitation Addition construction (estimated March, 2000) being done by separate contract.

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

CITY OF LAS VEGAS

By ____________
(Mayor)

Attest ____________
(City Clerk)

APPROVED AS TO FORM:
Thomas R. Green
1-28-00 Date

CONTRACTOR Southwestern Communication, Inc.

(Name of Contractor)

By ____________
(Signature)

Dennis Pritchard - President
(Title)

Attest ____________
(Secretary)

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 112009645
DATE EXECUTED 12/27/99

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.

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 $79,000.00** 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. 00.1739.10-RH of the City's specifications, entitled DETENTION FACILITY INTERCOM/PAGING SYSTEM UPGRADE

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 27 day of December, 19 99

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

Cragin & Pike Insurance Company
(Resident Agent)

#189
(State of Nevada, License Number)

Elizabeth V. Wilson #6098
(Appointed Agent Name)

By: Elizabeth Wilson
(Signature)

Address: 2608 W. Charleston Blvd.
Las Vegas, NV 89102

Telephone: (702)877-1111

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SOUTHWESTERN COMMUNICATIONS, INC.
DBA: TELE/DATA CONTRACTORS
(Principal Contractor)

Dennis Pritchard - President
(Authorized Representative and Title)

By:
(Signature)

Surety: AMWEST SURETY INSURANCE COMPANY

#2177
(State of Nevada, License Number)

MARK McKINLEY, Attorney-in-Fact
(Appointed Agent Name)

By: Mark McKinley
(Signature)

Address: 2800 N. Central Avenue #1490
Phoenix, AZ 85004

Telephone: 1-800-318-3514

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).

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 112009645
DATE EXECUTED 12/27/99

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.

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 $79,000.00** 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 00.1739.10-RH, of the City's specifications, entitled **DETENTION FACILITY INTERCOM/PAGING SYSTEM UPGRADE**.

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 27 day of December, 1999

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

Cragin & Pike Insurance Agency
(Resident Agent)

#189
(State of Nevada, License Number)

Elizabeth V. Wilson #6098
(Appointed Agent Name)

By: Elizabeth Wilson
(Signature)

Address: 2603 W. Charleston Blvd.
Las Vegas, NV 89102

Telephone: (702) 877-1111

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SOUTHWESTERN COMMUNICATIONS, INC.
DBA: TELE/DATA CONTRACTORS
(Principal Contractor)

Dennis Pritchard - President
(Authorized Representative and Title)

By:
(Signature)

Surety: AMWEST SURETY INSURANCE COMPANY

#2177
(State of Nevada, License Number)

MARK McKINLEY, Attorney-in-Fact
(Appointed Agent Name)

By: Mark McKinley
(Signature)

Address: 2800 N. Central Avenue #1490
Phoenix, AZ 85004

Telephone: 1-800-318-3514

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).

GUARANTEE BOND

BOND NUMBER 112009645
DATE EXECUTED 12/27/99

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 SOUTHWESTERN COMMUNICATIONS, INC. DBA: TELE/DATA CONTRACTORS-3933 Ali Baba Lane #1, Las Vegas,NV89118
(Name and Address of Prime Contractor)

We hereby guarantee that the DETENTION FACILITY INTERCOM/PAGING SYSTEM UPGRADE, 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 27 day of December, 19 99

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

Cragin & Pike Insurance Agency
(Resident Agent)

#189
(State of Nevada, License Number)

Elizabeth V. Wilson #6098
(Appointed Agent Name)

By: Elizabeth V. Wilson
(Signature)

Address: 2603 W. Charleston Blvd.
Las Vegas, NV 89102

Telephone: (702)877-1111

Telephone: (702)877-1111
(Local Agent)

Telephone: 1-800-318-3514
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SOUTHWESTERN COMMUNICATIONS, INC.
DBA: TELE/DATA CONTRACTORS
(Principal Contractor)

Dennis Pritchard - President
(Authorized Representative and Title)

By: ____________________
(Signature)

Surety: AMWEST SURETY INSURANCE COMPANY

#2177
(State of Nevada, License Number)

MARK McKINLEY, Attorney-in-Fact
(Appointed Agent Name)

By: Mark McKinley
(Signature)

Address: 2800 N. Central Avenue #1490
Phoenix, AZ 85004

Telephone: 1-800-318-3514

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

Amwest Surety Insurance Company
Far West Insurance Company

POWER NUMBER 0001068987

This document is printed on white paper containing the artificial watermarked logo ( ) of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company and Far West Insurance Company (collectively the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concemed about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (602) 263-1112.

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation (collectively the "Company"), do hereby make, constitute and appoint:

Mark Mc Kinley
Thomas F. Kerestesi
Thomas J. Burns
Greg Mc Kinley
As Employees of Cragin & Pike, Inc.

its true and lawful Attomey-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

All Bonds up to $25,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of both Amwest Surety Insurance Company and Far West Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Bond No. 112009645 Signed & sealed this 27 day of December 1999

Karen G. Cohen

Karen G. Cohen, Secretary

********************* RESOLUTIONS OF THE BOARD OF DIRECTORS *******************************

This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975 and Far West Insurance Company at a meeting duly held on July 28, 1983:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

(i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or

(ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company and Far West Insurance Company have caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 31st day of August, 1999.

John E Savage — John E. Savage, President

Karen G. Cohen — Karen G. Cohen, Secretary

State of California
County of Los Angeles

On August 31, 1999 before me, JoAnne Anderson Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMWEST SURETY INSURANCE COMPANY INCORPORATED DEC.14, 1995 NEBRASKA

FAR WEST INSURANCE COMPANY INCORPORATED DEC.14, 1995 NEBRASKA

Signature JoAnne Anderson — JoAnne Anderson, Notary Public (Seal)

JOANNE E. ANDERSON
Comm. # 1192456
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Aug. 21, 2002

5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000

STATE OF NEVADA,
}ss.
COUNTY OF CLARK

ON December 27th, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK McKINLEY, known to me to be the Attorney-in-Fact of the AMWEST SURETY INSURANCE COMPANY the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

CHRISTINE HEIMSATH
Notary Public - Nevada
No. 98-1048-1
My appt. exp. Feb. 12, 2002

WITNESS my hand and official seal.

Christine Heimsath

CHRISTINE HEIMSATH
NAME (TYPED OR PRINTED)
Notary Public in and for said State.

ACKNOWLEDGMENT—Corporation

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/10/00

PRODUCER 702 384-2813

Kaercher Insurance
A Member of Near North Nat Grp
P.O. Box 1868
Las Vegas, NV 89125

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.

INSURED

Southwestern Communications
dba: Tele/Data Contractors
3933 Ali Baba Lane #1
Las Vegas NV 89118

COMPANIES AFFORDING COVERAGE

COMPANY A	Travelers Insurance Co.
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X OWNER'S & CONTRACTOR'S PROT	CO784F7230	12/01/98	02/01/00	GENERAL AGGREGATE	$ 2000000
					PRODUCTS - COMP/OP AGG	$ 2000000
					PERSONAL & ADV INJURY	$ 1000000
					EACH OCCURRENCE	$ 1000000
					FIRE DAMAGE (Any one fire)	$ 1000000
					MED EXP (Any one person)	$ 5000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	810784F7242	12/01/98	02/01/00	COMBINED SINGLE LIMIT	$ 1000000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	CUP784F7254	12/01/98	02/01/00	EACH OCCURRENCE	$ 6000000
					AGGREGATE	$ 6000000
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL				WC STATUTORY LIMITS OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTHOLDER IS ADDITIONAL INSURED PER THE ATTACHED CG 20 10 11 85
BID #00.1739.10-RH
10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF LAS VEGAS
SEE ATTACHED SUPPLEMENT
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: CO784F7230
POLICY TERM : 12/01/98 to 2/1/00

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF LAS VEGAS (OWNER) BID #00.1739.10-RH
THEIR MEMBERS, EMPLOYEES, VOLUNTEERS & AFFILIATED
GOVERNMENTAL ENTITIES & THEIR SUCCESSORS OR
OR ASSIGNS, OFFICERS & EMPLOYEES INDIVISUALL
AND COLLECTIVELY
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

The contractual liability coverage shall include protection from claims arising out of the liability assumed under the indemnification provisions of this agreement.

(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, but only with respect to liability arising out of "your work" for that insured by or for you.

Authorized Representative

City of Las Vegas

Agenda Item No.: 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the rejection of bid and award of Bid Number 000042-TG, annual requirements contract for paramedic drugs - Department of Fire Services - Award recommended to: A.K. WHOLESALE, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** Estimated $50,000
[X]	Budget Funds Available	**Dept./Division:** Fire Services/EMS
[ ]	Augmentation Required	**Funding Source:** Internal Service

PURPOSE/BACKGROUND:
This request will provide for an annual requirements contract for the purchase of paramedic drugs to be used by Fire Services EMS paramedics for the treatment of transport patients. The apparent low bidder, Moore Medical Corporation, failed to bid all line items; therefore in accordance with Paragraph 20 of the General Conditions, their bid is deemed non responsive.

RECOMMENDATION:
That the City Council reject the bid of Moore Medical Corporation and approve the award of Bid Number 000042-TG, annual requirements contract for paramedic drugs to A.K. Wholesale Inc. from date of award through 01/31/2001, with four (4) one year options to renew, estimated annual amount of $50,000.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: HUMAN RESOUCES
DIRECTOR: RICK ANDERSON [x] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to renew employee vision coverage with Vision Service Plan (Estimated $225,000 annualized from Employee Insurance Trust Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $225,000
[X]	Budget Funds Available	**Dept./Division:** Human Resources
[ ]	Augmentation Required	**Funding Source:** Employee Insurance Trust Fund

PURPOSE/BACKGROUND:
The City's current employee vision plan is up for renewal. Based on the review of claims experience, reimbursement of requests and claims processing, the renewal is appropriate. There is no increase in fees from the current year fees.

RECOMMENDATION:
To approve the renewal of employee vision plan with Vision Service Plan

BACKUP DOCUMENTATION:
Renewal offer letter and amendment to group vision care plan

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

Post-it® Fax Note 7671	Date 9/13/99 # of pages ▶ 2
To Bill Owens	From Barbara VanDB.
Co./Dept. Talbot	Co. VSP
Phone #	Phone #
Fax #	Fax #

September 13, 1999

Mr. Bill Owens
TALBOT INSURANCE & FINANCIAL SERVICES
2835 South Jones Boulevard, Suite 4
Las Vegas, NV 89146

RE: CITY OF LAS VEGAS – JANUARY 1, 2000 RENEWAL

Dear Bill:

The City of Las Vegas is covered under VSP's Plan B (12/12/24) with a $20 copay. Their current rates are $.89/ $1.29/ $2.29.

I am glad to inform you that VSP's underwriters are willing to extend a rate pass for an additional 24 months. They do however, find a need to increase the prefunding on hand by $1,648. Please advise the group of this need, as a bill will be sent to them for this amount.

I have enclosed a utilization report for your review. If you have any questions, feel free to call me.

Best regards,

Barbara

BARBARA VANDENBRANDE
Account Executive

/rg

Enclosures

VISION SERVICE PLAN
111 WEST OCEAN BOULEVARD, SUITE 1625, LONG BEACH, CALIFORNIA 90802-4519
TEL: 562.495.3311 800.367.9618 FAX: 562.495.2032
VISIT OUR WEB SITE AT WWW.VSP.COM

AMENDMENT TO GROUP VISION CARE PLAN BETWEEN THE CITY OF LAS VEGAS AND VISION SERVICE PLAN

This Amendment to the Group Vision Care Plan between the City of Las Vegas and Vision Service Plan (hereinafter "Amendment") is made and entered into this 5th day of January, 2000, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "Group") and Vision Service Plan, a California corporation (hereinafter "VSP"). The Group and VSP may sometimes also be collectively referred to as "parties" or individually as "party" in this Amendment.

WITNESSETH:

WHEREAS, the parties entered into the Group Vision Care Plan effective July 1, 1998 (hereinafter "Agreement") which is incorporated herein by this reference; and

WHEREAS, the parties would like to extend and renew the Agreement pursuant to Section 10.01 entitled "Entire Plan" with the following modifications to the vision services set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the Agreement shall be amended as follows:

1. The first sentence in paragraph 2.01 of the Agreement is hereby deleted and replaced with the following:

> This Plan is binding as of the date of its execution and will take effect on January 1, 2000 (hereinafter "Commencement Date"). The Plan Term shall begin on the Commencement Date and will continue to and include December 31, 2001 subject to the termination and renewal provisions of this Agreement.

2. The second and third sentence of paragraph 4.03 in the Agreement entitled "Administrative Fee" is hereby deleted and replaced with the following:

> The Administrative Fee and the Schedule of Advance Payment to be charged is set forth below in Section 6 of this Amendment which modifies Exhibit B of the Agreement. The amended Administrative Fee and the Schedule of Advance Payment shall be guaranteed for the entire Plan Term set forth in Section 1 of this Amendment.

3. The third sentence of paragraph 8.01 in the Agreement entitled "Arbitration of Disputes" is hereby deleted and replaced with the following:

> If any issue cannot be resolved in this fashion, it may be submitted to arbitration.

4. The second sentence of paragraph 10.02 of the Agreement entitled "Indemnity" is hereby deleted and replaced with the following:

> VSP agrees to indemnify, defend and hold harmless Group, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of the VSP, its officers or employees to perform any of the duties or responsibilities specified herein. VSP shall maintain, during the term of this Agreement and any extension thereof, Professional Liability Insurance and Workers' Compensation Insurance to cover any obligations of VSP that may arise under this Agreement. Such Professional Liability Insurance shall provide liability coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate. All insurance coverage shall remain in full force and effect during the entire term of this Agreement. Upon the reasonable request of the Group, VSP will provide a Certificate of such insurance coverage to the Group.

> Subject to the liability limitation provisions for political subdivision found in the 1997 version of Nevada Revised Statutes 41 et. seq., Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action of any nature whatsoever arising or

resulting from the failure of the Group, its officers or employees to perform any of the duties or responsibilities specified herein.

5. A new paragraph 10.09 entitled "Independent Contractor" shall be added to the Agreement to read as follows:

VSP shall be, for all purposes, an independent contractor to the Group and the employees of VSP shall not be deemed to be employees of the Group for any purpose. Nothing in this Agreement shall be deemed to create an employment, partnership, joint venture or any other similar relationship between VSP and the Group.

6. Exhibit B to the Agreement entitled "VISION SERVICE PLAN SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEES" is hereby deleted and replaced with the following:

VISION SERVICE PLAN ("VSP") guarantees the following rates for the entire Plan Term set forth in Section 1 of this Amendment. VSP shall be entitled to receive amounts due for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amount specified below:

A. <u>ADVANCED PAYMENT</u>:

$1,648.00 (Increased prefunding to $16,910.87)

B. <u>ADMINISTRATIVE FEE</u>:

$.89 per month for each eligible employee without dependents
$1.29 per month for each eligible employee with one eligible dependent
$2.29 per month for each eligible employee with two or more eligible dependents

. . .

. . .

. . .

7. Except as amended above, all of the terms, conditions, provisions and covenants contained in the Agreement are in all respect hereby ratified and confirmed in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement the day and date first above written.

CITY OF LAS VEGAS

By______________________

OSCAR B. GOODMAN, Mayor

"Group"

VISION SERVICE PLAN

By______________________

JOHN ALENIUS, Executive Vice President

"VSP"

ATTEST:

____

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 12/27/99

Date

F:\DEPOT\FILELOGS\HUR\99-023\VISION.AGT

City of Las Vegas

Agenda Item No.: 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: RICK ANDERSON

[x] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval to renew employee dental provider network with Diversified Dental Services, Inc. (Estimated $14,400 annualized from Employee Insurance Trust Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $14,400
[X]	**Budget Funds Available**	**Dept./Division:** Human Resources
[ ]	**Augmentation Required**	**Funding Source:** Employee Insurance Trust Fund

PURPOSE/BACKGROUND:
The City's current employee dental plan network is up for renewal. Based on the review of network charges, the renewal is appropriate. There is no increase in fees from the current year charges for network access.

RECOMMENDATION:
To approve the renewal of employee dental network with Diversified Dental Services, Inc.

BACKUP DOCUMENTATION:
Renewal offer letter and amendment to subscription agreement

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

Diversified Dental Services, Inc.

7251 W. Lake Mead Blvd., Suite 500
Las Vegas, NV 89128
P.O. Box 36100
Las Vegas, NV 89133-6100
(702) 869-6200 (800) 249-3538
(702) 869-2120 Fax
www.ddsppo.com

September 9, 1999

Mr. William Owens
Talbot of Nevada, Inc.
2835 So. Jones Blvd, Suite 4
Las Vegas, NV 89146

Re: City of Las Vegas

Dear Bill,

This letter confirms that Diversified Dental Services, Inc. will offer a renewal of our dental PPO Subscriber Agreement to the City of Las Vegas with no increase to the monthly access fee for plan participants. The current access fee of $.60 per covered employee per month will be guaranteed effective January 1, 2000 and terminate on December 31, 2000. Should the City of Las Vegas desire, we will offer a two year agreement at the $.60 access fee.

It has been our pleasure to offer dental PPO access to the City of Las Vegas and their plan participants. We look forward to a long and mutually beneficial business relationship.

Sincerely,

Daniel Volle

Daniel Volle
President

AMENDMENT TO DENTAL SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND DIVERSIFIED DENTAL SERVICES, INC.

This Amendment to the Dental Subscription Agreement Between the City of Las Vegas and Diversified Dental Services, Inc. (hereinafter "Amendment") is made and entered into this 5th day of January, 2000, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "Subscriber") and Diversified Dental Services, Inc., a Nevada corporation (hereinafter "Diversified"). The Subscriber and Diversified may sometimes also be collectively referred to as "parties" or individually as "party" in this Amendment.

WITNESSETH:

WHEREAS, the parties entered into the Dental Subscriber Agreement dated July 1, 1998 (hereinafter "Agreement") which is incorporated herein by this reference; and

WHEREAS, the parties would like to renew the Agreement pursuant to Section 7.06 entitled "Amendment" with the following modifications to the PPO dental services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the Agreement shall be amended as follows:

1. The second sentence in the first paragraph of the Agreement related to the effective date of the Agreement is hereby deleted.

2. The second sentence of paragraph 2.05 in the Agreement entitled "Professional Liability Insurance" is hereby deleted and replaced with the following:

> Such policy shall be in an amount of not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate.

3. The second and third sentence of paragraph 4.01 in the Agreement entitled "Administrative Fees" is hereby deleted and replaced with the following:

> The monthly Administrative Fee shall remain at $.60 per covered employee per month. The Administrative Fee is guaranteed for the

entire two (2) year term of this Amendment as set forth more fully below in the amendment to Section 6.01.

4. Paragraph 6.01 of the Agreement entitled "Term of Agreement" is hereby deleted and replaced with the following:

> This Agreement is binding as of the date of its execution and delivery and takes effect January 1, 2000 (hereinafter "effective date"). The term of this Agreement will begin upon the effective date and will continue to and include December 31, 2001 (hereinafter "term"), subject to the termination provisions in this Agreement.

5. The second sentence of paragraph 7.01 entitled "Indemnification"is hereby deleted and replaced with the following:

> Diversified shall defend and hold harmless the Subscriber against any such expenses, claims, injuries, demands or judgments.

6. The second sentence of paragraph 7.03 entitled "Interpretation of Agreement"is hereby deleted and replaced with the following:

> DDS and the Subscriber shall maintain discretionary authority to interpret the terms and provisions of this Agreement.

7. Paragraph 7.06 of the Agreement entitled "Amendment" is hereby deleted and replaced with the following:

> The Agreement and/or this Amendment may be modified in writing by a subsequent written agreement which makes specific reference to this Agreement and is signed by a duly authorized representative of Diversified and the Subscriber.

8. Except as amended above, all of the terms, conditions, provisions and covenants contained in the Agreement are in all respect hereby ratified and confirmed in their entirety.

. . .

. . .

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement the day and date first above written.

CITY OF LAS VEGAS

By ______________________
OSCAR B. GOODMAN, Mayor

"Subscriber"

DIVERSIFIED DENTAL SERVICES, INC.

By ______________________
DANIEL VOLLE, President

"Diversified"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 12/27/99
Date

City of Las Vegas

Agenda Item No.: 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: RICK ANDERSON

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of payment for a permanent partial disability award - Claim #9704-06 - as required under the workers' compensation statutes ($26,716 from Workers' Compendation Self-Insured Trust Fund)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $26,716
Dept./Division: Human Resources
Funding Source: Workers' Compensation Self-Insured Trust Fund

PURPOSE/BACKGROUND:
A motor sweeper operator was diagnosed with a L5-S1 disc herniation after bending over to take a hose off a hydrant. The claimant has been rated by a state authorized medical doctor who determined that the injuries resulted in a 10 percent whole body impairment

RECOMMENDATION:
It is recommeded that the award of $26,716 be approved.

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM [x] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of Subordination of a City of Las Vegas junior lien to a new first lien for the benefit of Nancy Johnson, 612 Byrnes Avenue.

Fiscal Impact

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

PURPOSE/BACKGROUND:
Nancy Johnson is refinancing her first mortgage to reduce her interest rate, and consequently reduce her monthly payments.

RECOMMENDATION:
The City Manager recommends approval of this subordination request and authorization for the Mayor to sign the appropriate documents.

BACKUP DOCUMENTATION:
Subordination agreement approved by the City Attorney and signed by both the Borrower and Lender.

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 5, 2000
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Subordination Agreement-Nancy Johnson-612 Byrnes Ave.

Borrower is seeking to refinance her first mortgage in order to reduce her interest rate and consequently reduce her monthly payments. There is no "cash out" to the Borrower.

The City of Las Vegas is already in second position and stands to lose nothing by the transaction.

A Subordination Agreement approved by the City Attorney and signed by both the Borrower and Lender is attached.

ACTION TAKEN
Not signed as of 3/23/2000 MPB
Date

Subordination Agreement

NOTE: This subordination agreement results in the City of Las Vegas' security interest in the property becoming subject to and of lower priority than the lien of Watermark Financial Partners, Inc. in the amount of $61,554 and placed upon said property as a result of recordation on ______________, 1999.

THIS SUBORDINATION AGREEMENT, made and entered into this day of ---------- , 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Nancy Johnson, with a mailing address of 612 Byrnes Avenue, Las Vegas, Nevada 89106 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower is the owner of that certain real property more particularly described as follows:

Lot 3 in Block 5 of Berkley Square, as shown by map thereof on file in Book 4 of Plats, Page 39 in the Office of the County Recorder of Clark County, Nevada.
Assessor's parcel No: 139-22-410-032

WHEREAS, the City of Las Vegas is the present holder of the beneficial interest under that certain Deed of Trust to secure an indebtedness of $2,150.00 and any other amounts payable under the terms thereof: Dated May 29, 1997; and

WHEREAS, Borrower has applied for a loan in the amount of $61,554 with Watermark Financial Partners, Inc., and has requested City to approve a Subordination Agreement in favor of same;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the above described

N.J.

property, prior and superior to the lien or charge of the deed of trust in favor of the City.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust in favor of the City, to the lien or charge of the deed of trust in favor of Lender and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust in favor of the City, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust in favor of the City, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

City declares and acknowledges that

(a) Lender in making disbursements pursuant to any loan agreement is under an obligation and duty to, and Lender has represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for the sole purposes of financing the herein described business and shall not defeat the subordination herein made in whole or in part;

(b) City intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of its deed of trust in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being made and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

....
....
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N.J.

(c) An endorsement will be placed upon the note secured by the deed of trust in favor of the City that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

CITY OF LAS VEGAS

____
by: Oscar B. Goodman, Mayor

ATTEST:

____
Barbara Jo Ronemus, City Clerk

Approved as to form by City Attorney D. Pinticello 10/27/99

Nancy Johnson

Nancy Johnson
by: Nancy Johnson,

State of Nevada
ss
County of Clark

On this 12-6-99 personally appeared before me Nancy Johnson, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Lenore Bergquist
NOTARY PUBLIC

OFFICIAL SEAL
LENORE BERGQUIST
NOTARY PUBLIC - STATE OF NEVADA
CLARK COUNTY
98-4939-1 My Appt. Expires July 16, 2002

Watermark Financial Partners, Inc. (Lender)

by: Sharon Sherman, President

State of ~~Nevada~~ Colorado
ss
County of ~~Clark~~ Denver

On this 12-01-1999 personally appeared before me
Sharon Sherman (representing Lender), known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

NOTARY PUBLIC

my commission expires 9-17-01

ANDREW PAREDES NOTARY PUBLIC STATE OF COLORADO

N.J.

City of Las Vegas

Agenda Item No.: 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM [x] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement with Clark County to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada ($40,000 - General Fund).

Fiscal Impact

[ ] No Impact	**Amount:** $40,000.00
[X] Budget Funds Available	**Dept./Division:** Neighborhood Services
[ ] Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

On November 23, 1998, the City council approved the use of $40,000 in General Fund money to assist St. Vincent DePaul/MASH Village in the operation of a temporary winter shelter at the MASH site. As a condition of making the funding available, the City Council also voted to enter into an Interlocal Agreement with the County. The County Deputy District Attorney has approved the Interlocal Agreement and it must now be adopted by the City Council.

RECOMMENDATION:

It is the recommendation of the City Manager that the City Council enter into an Interlocal Agreement with Clark County to fund the temporary winter shelter tent.

BACKUP DOCUMENTATION:

Interlocal Agreement.

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 5, 2000
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Approval of an Interlocal Agreement with Clark County to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada

This Interlocal Agreemnt allows the City to receive $50,000 in Clark County Fund 437 funds to be disbursed to St. Vincent DePaul/MASH Village to defray the costs of the temporary winter shelter. The funds are contingent upon the following conditions:

That the City's challenge grant is contingent upon the success of the Southern Nevada Homeless Coalition having first obtained a minimum of $120,000 in actual funds or inkind services against the current proposed budget of $203,050.

That the facility only be used during 3months of the year, traditionally from December 1st - February 27th.

That male clients be diverted from Salvation Army to this shelter to make room for women and children.

That a permanent structure be in place within three years from December 16, 1998.

That an Interlocal Agreement between the City and Clark County be adopted governing this grant.

INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO THE CITY OF LAS VEGAS FOR THE WINTER SHELTER TENT ON THE MASH VILLAGE SITE

WHEREAS, Clark County, hereinafter called the "County", is a local governmental unit; and

WHEREAS, the City of Las Vegas, hereinafter called the "City", is a local governmental unit; and

WHEREAS, the City seeks funds for the purpose of placement and operation of a winter weather shelter tent for homeless individuals (herein called the "Project") to be located at the MASH Village site at 1559 N. Main Street in Las Vegas, Nevada, 89101; and

WHEREAS, pursuant to NRS 277.180 the County may enter into interlocal contracts with other public agencies for the performance of any government service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the County and the City are individually authorized by law to engage in housing and community development activities; and

WHEREAS, provision of shelter for homeless persons during severe weather conditions is of concern to the Board of County Commissioners and to the Mayor and Las Vegas City Council; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by the City, as identified in Exhibit "A", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County as a whole; and

WHEREAS, the City agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, that County funds be provided to the City for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide a maximum of FIFTY THOUSAND AND NO/100TH DOLLARS ($50,000) in Fiscal Year 1999/00 County funds (the "Funds") to the City to assist in placing and operating a winter shelter tent at the MASH Village site located at 1559 N. Main Street, Las Vegas, Nevada, 89101, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. The City will provide program services to a minimum of 250 clients in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

II. General Conditions

A. The City will obtain any and all federal, state, and local permits and licenses required to execute the Project, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require the City to be bound by all City and County ordinances and state and federal statutes as required.

C. The City has requested the financial support of the County to enable the City to provide the services contemplated herein. The County shall have no relationship whatsoever with the Project except the provision of financial support and the receipt of such reports as are provided for in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, the City shall be an independent contractor only.

Nothing in this Agreement is intended to appoint the City as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, the City an agent to the County.

D. The City may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein. The City may contract with St. Vincent de Paul/MASH Village to provide the services outlined.

E. The City shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether objectives of the Project are being achieved;
(2) Whether the Project is being conducted in an effective manner;
(3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
(4) Whether the financial operations of the Project are being conducted properly;
(5) Whether the periodic reports to the County contain accurate and

reliable information; and

(6) Whether all of the activities of the Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, or independent auditors contracted by the County, shall be announced to the City in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted access to all of the records of the City which relate to the Project.

F. Subject to the limitation of NRS Chapter 41, the City shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by, in connection with or arising out of any activity which is undertaken pursuant to this Agreement. The City's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall be limited by NRS Chapter 41.

G. The City will not use any funds or resources which are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

H. No officer, agent, consultant, or employee of the City may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

I. No officer, agent, consultant, or employee of the City may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his household, any business entity in which he has a financial interest or any other person.

J. No officer, agent, consultant, or employee of the City may participate as an agent of the City in the negotiation or execution of any contract between the City and any private business in which he or she has a financial interest.

K. No officer, agent, consultant, or employee of the City may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

L. No officer, agent, consultant, employee, or elected or appointed official of the County, or the City, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

M. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

A. The City shall record all costs of the Project by budget line items which shall be supported by adequate source documentation including checks, invoices, contracts, vouchers, orders and other accounting documents which demonstrate in proper detail the nature and propriety of all costs. At any time during normal business hours, the City's financial transactions with respect to the Project may be audited by the County or independent auditors contracted by the County. Such persons shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of Project services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Project will be provided upon request to the County.

C. In the event that the County finds that the total amount of the Funds allocated for the Project are not expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects and Projects under the County's administration.

IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by May 31, 2000. An extension of the May 31, 2000, deadline may be authorized by the Manager of Community Resources Management.

B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

C. If the City fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the City violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Project at any time.

PASSED, ADOPTED, and APPROVED this 4th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By Bruce L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN

ATTEST:

Shirley B. Parraguirre
SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

APPROVED AS TO FORM:

STEWART L. BELL
DISTRICT ATTORNEY

By
Deputy District Attorney

PASSED, ADOPTED, and APPROVED THIS 5th DAY OF January, 2000.

CITY COUNCIL OF THE CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

BRADFORD R. JERBIC
City Attorney

By J. Ponticello 12/13/99
Deputy City Attorney

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF LAS VEGAS
PLACEMENT AND OPERATION OF
A WINTER SHELTER TENT

Fiscal Year 1999/00 County Funds

The following items may be paid with the Clark County Funds, not to exceed $50,000:

PERSONNEL	
Maintenance	5,000
Security	36,000
Residential	40,000
Fringes	16,000
RENT – heaters	13,500
ADVERTISING	1,100
OFFICE SUPPLIES	750
TEMPORARY LABOR	2,500
UTILITIES	4,500
BUILDING MAINTENANCE	5,000
PORT-A-POTTIES	6,478
OPERATING SUPPLIES	20,000
EQUIPMENT PURCHASE	5,000
COMPUTER	1,000
TRASH	450
MISCELLANEOUS	5,300
ADMINISTRATION	16,000
TOTAL EXPENDITURES:	**$190,578**

EXHIBIT "B"

CITY OF LAS VEGAS
WINTER SHELTER TENT

SCOPE OF SERVICES

Program Year 1999/00

1. Clark County will provide a maximum of FIFTY THOUSAND AND NO/100TH DOLLARS ($50,000) in Fiscal Year 1999/00 County funds to the CITY OF LAS VEGAS to assist in placing and operating a winter shelter tent at the MASH Village site located at 1559 N. Main Street, Las Vegas, Nevada, 89101.

2. During the funding period beginning January 1, 2000, the City will submit invoices to the County on a reimbursement basis for costs associated with the Project, as outlined in Exhibit A.

3. The City will provide notice to Clark County of any program changes for which Fiscal Year 1999/00 County funds are allocated under the provisions of this Agreement.

4. The City will match these County funds with at least $40,000 in City funds.

EXHIBIT "B"

CITY OF LAS VEGAS
WINTER SHELTER TENT

SCOPE OF SERVICES

Program Year 1999/00

1. The City of Las Vegas will provide a maximum of FORTY THOUSAND AND NO/100TH DOLLARS ($40,000) in Fiscal Year 1999/00 City of Las Vegas General Fund funds AND as set forth in the Interlocal Agreement with Clark County, will also provide a maximum of FIFTY THOUSAND AND NO/100TH DOLLARS ($50,000) in Fiscal Year 1999/2000 County Capital Fund 437 funds to St. Vincent De Paul/MASH Village to assist in placing and operating a temporary winter shelter tent at the MASH site located at 1559 N. Main Street, Las Vegas, Nevada, 89101.

2. During the funding period beginning December 1, 1999, St. Vincent De Paul/MASH Village will submit invoices to the City on a reimbursement basis for costs associated with the Project, as outlined in Exhibit "B". Payment will be made one documentation is provided that a minimum of $100,000 in actual funds or in-kind services has been obtained.

3. St. Vincent De Paul/MASH Village will provide notice to the City of any program changes for which Fiscal Year 1999/00 City and County funds are allocated under the provisions of this Agreement.

City of Las Vegas

Agenda Item No.: 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM [x] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Operational Agreement with St.Vincent DePaul/MASH to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada ($40,000 - General Fund).

Fiscal Impact

[ ]	**No Impact**	**Amount:** $40,000.00
[x]	**Budget Funds Available**	**Dept./Division:** Neighborhood Services
[ ]	**Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

On November 23, 1998, the City Council approved the use of $40,000 in General Fund money for three years to assist in the operation of a temporary winter shelter to be located at at the MASH site. As a condition of making the funding available, the City Council also voted to enter into an Agreement with St. Vincent DePaul/MASH Village to operate the shelter.

RECOMMENDATION:

It is the recommendation of the City Manager that the City Council enter into an Operational Agreement with St. Vincent DePaul/MASH Village to fund the temporary winter shelter tent.

BACKUP DOCUMENTATION:

Temporary Winter Shelter Program Agreement.

MOTION:

M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 5, 2000
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Approval of an Operational Agreement with St. Vincent DePaul/MASH to fund a temporary winter shelter tent at the MASH site located at 1559 North Main Street, Las Vegas, Nevada

This Operational Agreement allows St. Vincent DePaul/MASH Village to receive $40,000 in City of Las Vegas General Fund funds and $50,000 in Clark County Fund 437 funds to defray the operational costs of the temporary winter shelter. The funds are contingent upon the following conditions:

That the City's challenge grant is contingent upon the success of the Southern Nevada Homeless Coalition having first obtained a minimum of $120,000 in actual funds or inkind services against the current proposed budget of $203,050.

That the facility only be used during 3 months of the year, traditionally from December 1st - February 27th.

That male clients be diverted from Salvation Army to this shelter to make room for women and children.

That a permanent structure be in place within three years from December 16, 1998.

That an Interlocal Agreement between the City and Clark County be adopted governing this grant.

TEMPORARY WINTER SHELTER PROGRAM AGREEMENT
between the **City of Las Vegas** and
St. Vincent De Paul - MASH Village

THIS AGREEMENT, made and entered into this 5th day of January, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and St. Vincent De Paul Management, Inc. - MASH Village a Nevada nonprofit corporation (hereinafter referred to as the "Recipient"), the City and the Recipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

WITNESSETH:

WHEREAS, the City is authorized by law to make funds available for the provision of shelter services to the homeless within the jurisdictional boundaries of the City; and

WHEREAS, the City will provide $40,000 to the recipient to assist in placing and operating a temporary winter shelter tent at the MASH site based on criteria as set forth in this contract; and

WHEREAS, the City has entered into an Interlocal Agreement with Clark County, dated __________________, to provide the City $50,000 in County 437 Funds for services contemplated herein, and

WHEREAS, for purposes of this Agreement, the term "homeless" means:

A. An individual or family which lacks a fixed, regular, and adequate nighttime residence; or

B. An individual or family which has a primary nighttime residence that is:

1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness);

2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

3. A public or private place not designed for, or ordinarily used, as a regular sleeping accommodation for human beings; and

WHEREAS, the Recipient operates or proposes to operate a temporary winter shelter program for the purpose of achieving the City's goals with respect to sheltering the homeless (the "Project" herein); and

WHEREAS, the Recipient has applied to the City for such assistance to fund the Project referred to as the Temporary Winter Shelter Program, and the City desires, by this Agreement, to provide such assistance and to assure that the Recipient will carry out the purposes and objectives of the Project.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

Section 1. SCOPE OF SERVICES:

A. The Recipient hereby agrees to provide program services to a minimum of 100 clients and perform the services which are described in Exhibit "B" which is attached hereto and by this reference made a part hereof.

B. The Recipient agrees to comply with the following as conditions of payment hereunder:

1. The Recipient agrees that persons to whom shelter is provided will not be limited to a maximum stay during periods of cold or extreme heat weather and will not be required to leave the Recipient's shelter before 6:00 a.m.
2. The Recipient agrees to provide nighttime shelter, and Day Shelter during times of extreme cold weather and extreme hot weather.
3. The Recipient agrees that no one seeking emergency shelter will be denied services on the basis of race, color, national origin, ancestry, sex, sexual orientation, age, disability, or familial status. The Recipient acknowledges and agrees that the Recipient may, at the complete discretion of the City, limit services on the basis on sex, age, or disability provided that the purpose of such limitation is to enhance service provision or the dignity, safety, or health of its participants.
4. The Recipient will not require a monetary fee as a condition of services to be provided during times of extreme cold weather and extreme hot weather.
5. The Recipient shall provide each client served with a clean bed or cot, to the greatest extent practicable. The Recipient shall allow each client to sleep for a minimum of seven (7) hours of uninterrupted sleep.
6. The Recipient shall provide reasonable access to clean, serviceable toilets, sinks with hot and cold running water, and drinking water. Additionally, the Recipient will provide a sufficient amount of toilet tissue, soap, and hand towels to meet the needs of clients to be served pursuant to this Agreement. In the event Recipient uses portable toilet facilities, the Recipient shall ensure that: a reasonable number of units are available to serve the population being sheltered; that the units shall be maintained in a sanitary condition; and all units will be open for use at least one hour before and at least one hour after the shelter is open and is closed for sleeping purposes.
7. The Recipient will provide sufficient meals to each resident per day, or if the Recipient does not have capacity to provide meals, will refer clients to another provider for meals or will coordinate with another provider for meals.
8. Any physical plant or building used by the Recipient used to provide emergency shelter shall comply with any and all applicable building, fire, safety, and health codes.
9. The Recipient shall make accessible to all clients and shall post in a conspicuous place a copy of shelter rules and regulations and a copy of disciplinary and grievance procedures. Further, the Recipient shall make accessible to all clients and shall post in a conspicuous place a reasonably current list of services available through independent, third party resources, including but not limited to medical care, housing, employment, substance abuse, mental health counseling, and other related services.

10. The Recipient has trained on-site staff members (paid or volunteer) to provide a safe environment during all hours which the facility is open for clients. The Recipient shall provide the City with reasonable assurances that staff members are trained to resolved conflicts in a nonviolent manner. Such assurances shall include, but not be limited to, continuing training of staff on dealing with emergency situations; and nonviolent methods for conflict resolution.

Section 2. TIME OF PERFORMANCE:

The services of the Recipient shall commence as of December 1, 1999 and shall be completed by February 29, 2000 unless extended by mutual agreement.

Section 3. LOCATION OF RECIPIENT AND PROJECT:

The offices of the Recipient are located at 3350 E Street, San Diego, CA 92102. The area which the Project is intended to serve hereunder is located at 1559 N. Main Street, Las Vegas, NV 89101 The Recipient hereby agrees to submit any plan for the relocation of the Project to the City for its review and approval prior to any such relocation. The mailing address of the Recipient is 3350 E Street, San Diego, CA 92102. Recipient shall notify the City, at a minimum, two weeks prior to any mailing address change to avoid any potential delay in reimbursement.

Section 4. COMPENSATION:

The City agrees to pay the Recipient a total amount not to exceed $40,000.00 (Forty Thousand Dollars) for the full performance of the services which are described in Section 1 hereof, in accordance with a budget approved by the City which will be submitted prior to the disbursement of any funds to the Recipient. The City and Recipient acknowledge and understand that the disbursement of funds shall be wholly contingent on the provision of funds or in-kind services by the recipient in the amount of $125,000.00 to the complete satisfaction of the City. In this connection, the Recipient expressly acknowledges and agrees that only eligible expenditures, as determined by the City, which are made on behalf of the Project can be paid to the Recipient pursuant to this Agreement. The total costs of the Project which are to be paid by the City may not exceed the amount which is set forth in this Section, and the Recipient agrees that no change in the approved budget may be made unless such change is specifically authorized in advance and in writing by the City. Recipient program expenses incurred after December 1, 1999, but prior to execution of this Agreement, may be reimbursed upon approval of the City.

Section 5. METHOD OF PAYMENT:

The City agrees to reimburse the Recipient for all eligible expenditures which are incurred by the Recipient in the performance of the services as specified herein which are in accordance with the amounts which are allotted overall for the project. The Recipient agrees to incur the expenditures and to provide the City with an invoice therefore on a monthly basis; provided, however, the City may advance funds if the Recipient demonstrates to the City's satisfaction that it is unable to incur initial expenditures.

The City will review the expenditures, for which reimbursement is sought by the Recipient, for consistency with the approved budget and scope of services. The monthly invoice must include adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents sufficient to detail the nature and propriety of costs. The monthly invoice and supporting documents shall be forwarded to the City's Neighborhood Development Division of the Neighborhood Services Department. The Recipient must also provide, on a monthly basis and on the dates required by the City, an operational budget and a report of objectives met.

The Recipient agrees to maintain and make accessible, for purposes of auditing, all original documentation for a period of three (3) years following the completion of the Project. If the findings of any such audit are not fully resolved in such three (3) year period, the Recipient shall retain such documentation for such additional period as may be necessary for the complete resolution of such findings.

Any breach of this Section shall be cause for the City to suspend the further funding of the Project until the matter is corrected to the satisfaction of the City.

Section 6. CITY'S GENERAL TERMS AND CONDITIONS:

The Recipient hereby agrees as follows:

A. To provide to the City client usage records on a monthly basis, containing, at a minimum, the following demographic data regarding the Project:

1. Total number of unduplicated clients served.
2. Total number of female head of household served.
3. Total number of families served.
4. Clients referred by other organizations (name organization).
5. Racial breakdown of clients served, including Black, White, Hispanic. American Indian/Alaskan, and Asian/Pacific Islander.
6. Total number of disabled clients served.
7. Sex of clients served.
8. Age of clients served.
9. Number of male and female veterans served.
10. Number of days/months residency in Las Vegas of clients.
11. Number of persons turned away on a nightly basis.
12. Average length of stay per client or household.

B. To allow duly authorized representatives of the City to conduct such occasional reviews, audits, and on-site monitoring of the Project as the City deems to be appropriate in order for it to determine:

1. Whether or not the objectives of the Project are being achieved;
2. Whether or not the Project is being carried out in a timely manner;
3. Whether or not the Project is being conducted in an efficient and effective manner;
4. Whether or not management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether or not the financial operations of the Project are being conducted properly;
6. Whether or not the periodic reports to the City contain accurate and reliable information; and
7. Whether or not all of the activities of the Project are conducted in compliance with the provisions of City policy and this Agreement.

Visits by the City to the site of the Project shall normally be announced to the Recipient in advance of those visits and shall occur during normal operating hours. The City, or its authorized representatives, may request, and, if such a request is made, shall be granted, access to all of the records of the Recipient which relate to the Project during normal business hours. The representatives of the City may, on occasion, interview clients of the Project. The failure of the Recipient to adhere to the requirements that are contained in this Paragraph shall constitute grounds for the suspension or termination, or both, of this Agreement.

C. To not assign any right, delegate any duty or execute any agreement for services under this Agreement without the prior written consent of the City. Any such assignment of interest, delegation of duty or execution of agreement without the prior written consent of the City shall be voidable and may result in the forfeiture of all reimbursement, or such part thereof as may be determined by the City, to which the Recipient might otherwise be entitled from funds which are supplied by the City.

D. To protect, defend, indemnify and save the City harmless from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including but not limited to claims for contributions or indemnification, or both, for injuries to or death of any person caused by, in connection with or arising out of any activity which is undertaken by the Recipient pursuant to this Agreement. The Recipient's obligation to protect, defend, indemnify and save harmless, as set forth in this Subsection D, shall include any and all attorneys fees and investigation and litigation expenses which are incurred by the City in enforcing or obtaining, or both, compliance with the provisions of this Agreement. If SUBRECIPIENT uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of $1,000,000.00. The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than $1,000,000 for any person, and $5,000,000 per occurrence and $1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

E. To not use any funds or resources which are supplied pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation. The Recipient agrees to notify the City of any legal action which is filed by or against it in connection with the Project.

F. To be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the Project or are required by the City.

G. That no officer or employee of the Recipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

H. That no officer or employee of the Recipient may use his position with the Recipient or government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself, any member of his household, any business entity in which he has a financial interest or any other person.

I. That no officer or employee of the Recipient may participate as an agent of the Recipient in the negotiation or execution of any contract between the Recipient and any private business in which he has a financial interest. Unless it is specifically prohibited by law, a public officer or employee, as such, is not precluded from making a bid on a government contract if the contracting process is controlled by the rules of open competitive bidding, the sources of supply are limited, the public officer or employee has not taken part in developing the contract plans or specifications and the public officer or employee will not be personally involved in opening, considering or accepting offers.

J. That no officer or employee of the Recipient may suppress any Recipient report or other document because it might tend to affect unfavorably his private financial interests.

Section 7. SUSPENSION OR REDUCTION OF FUNDS:

A. The suspension of funding hereunder, in whole or in part, may occur in the event of any default, inability or failure to perform an obligation on the part of the Recipient. If funding is suspended hereunder, it shall remain suspended until either:

1. The matter is corrected to the satisfaction of the City; or
2. A determination is made by the City to amend or terminate this Agreement.

B. If the Recipient receives funds from other sources prior to or during the program year to cover costs which are eligible for payment pursuant to this Agreement, the Recipient agrees, at the City's request, to revise the budget to reflect the provision of additional services eligible for payment.

C. In the event that either party anticipates that the total amount of funds which are allocated to the Recipient pursuant to this Agreement will not be expended within the time frame and in a manner which is prescribed herein, the City shall have, and is hereby given, the right to extract the unexpended portion of those funds for other projects or programs which are operated under the auspices of the City's Weather Shelter Program.

Section 8. MODIFICATION OR TERMINATION OF AGREEMENT:

A. Any change or modification in the terms, conditions, or covenants of this Agreement shall not become effective unless reduced to writing and signed by the Parties.

B. If the Recipient fails to fulfill, in a timely and proper manner, its obligations in the performance of the Scope of Services, as specified in Section 1 hereof, or violates any of the covenants, agreements or conditions which are contained herein, the City shall thereupon have the right to terminate this Agreement by giving written notification to the Recipient of its election so to do and specifying the effective date of such termination. Such notice shall be given not less than ten (10) days prior to the effective date of the termination.

C. The Recipient acknowledges that the City is not obligated to "carry forward" any funds made available hereunder on behalf of the Recipient after April 30, 2000, to permit the completion of the Project if the Project has not been completed by that date.

Section 9. INDEPENDENT CONTRACTOR:

The Recipient is an independent contractor of the City under this Agreement for all purposes, and the City shall have no relationship with the Project other than to provide funding and to receive the statements and reports referenced herein.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

St. Vincent De Paul Management, Inc./MASH

Mr. Harvey Mandel, Vice President

ATTEST:

COUNCIL ACTION: 1-5-2000

APPROVED AS TO FORM: 12/13/99

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

ST. VINCENT DE PAUL/MASH VILLAGE
PLACEMENT AND OPERATION OF
A WINTER SHELTER TENT

Fiscal Year 1999/00 City of Las Vegas General Fund

THE FOLLOWING PORTION OF THESE FUNDS MAY BE USED FOR ANY OF THE FOLLOWING:

Advertising	$1,160	
Heaters	$10,000	
Electric	$23,750	
Site Work	$2,000	
Fencing	$600	
Porti-Pots (8)	$7,000	
Astro Turf	$2,000	
Trash Utilities	$2,500	
Staffing	$10,000	
Miscellaneous	$65,000	
Contract Services	$28,650	
Security	$9,000	
Operating Supplies	$26,500	
Total	$188,160.00	Based on 3 months FY 98/99
City Portion	$40,000	
Clark County	$50,000	
Emergency Shelter Grant (99/00)	$30,548	
City Weather Shelter (99/00)	$70,000	
Total Committed	$190,548	

All costs are based upon FY 98/99 expenditures

City of Las Vegas

Agenda Item No.: 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Grant Deed from Mountain Spa Residential Development, L.L.C., a Nevada Limited Liability Company for a portion of the West Half (W ½) of Section 10, T19S, R60E, M.D.M., for dedication of additional rights of way located on the north and south side of Mountain Spa Drive (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00227) (12-1-99) 125-10-501-002, 801-002

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Right of Way Grant for Sewer Purposes for Mountain Spa Residential Development, L.L.C., a Nevada Limited Liability Company for a portion of the Southeast Quarter (SE ¼) of Section 10, T19S, R60E, M.D.M., for a sewer easement located north of Grand Teton Drive, west of Rainbow Boulevard (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00229)
(12-1-99) 125-10-801-002

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Grant Deed from the City of Las Vegas Redevelopment Agency for a portion of the Southwest Quarter (SW ¼) of Section 34, T20S, R61E, M.D.M., for dedication of a 10' radius located at the southeast corner of Clark Avenue and Fourth Street (previously recorded in the Office of the Recorder, Clark County, Nevada, in Book 991206 as Instrument No. 00228) (12-2-99) 139-34-311-126

Fiscal Impact

X	**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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as she is the Marketing and Community Relations Director at UNLV, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
MAYOR GOODMAN noted that he would be abstaining on Items 43, 66, 69, and 71 as they involve properties that are near properties he owns.

There was no further discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Grant Deed from Campaige Place Limited Partnership, a Nevada Limited Partnership for portions of the Northeast Quarter (NE ¼) of Section 34, T20S, R61E, M.D.M., for dedication of 10' radii located on the southeast corner of Stewart Avenue & Eighth Street and the northeast corner of Ogden Avenue & Eighth Street (11-5-99) 139-34-612-036, 037

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Appproval of a Grant Deed from Campaige Place Limited Partnership, a Nevada Limited Partnership for a portion of the Northeast Quarter (NE ¼) of Section 34, T20S, R61E, M.D.M., for dedication of a radius corner located on the southeast corner of Stewart Avenue and Ninth Street (11-5-99) 139-34-612-067

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Right of Way Grant for Ingress and Egress Purposes from the Desert Spring United Methodist Church for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for an Ingress and Egress Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-23-99) 137-25-411-001

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Right of Way Grant for Ingress and Egress Purposes from the Summerlin North Community Association, a Nevada non-profit corporation for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for an Ingress and Egress Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-29-99) 137-25-497-007

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from the Summerlin North Community Association, a Nevada non-profit corporation for a portion of the Southwest Quarter (SW ¼) of Section 25, T20S, R59E, M.D.M., for a Sight Visibility Restriction Easement located on the northeast corner of Pavilion Center Drive and Greenmoor Lane (11-29-99) 137-25-497-007 & 009

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of a Grant Deed from Laule/Becker II, a Nevada general partnership for portions of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for dedication of right-of-way on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-003 & 007

Fiscal Impact

X	**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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Grant Deed from Cypress Limited Partnership, a Nevada Limited Partnership, as to an undivided 55.0% interest, and Richard A. Koch and Sherie L. Koch, as Trustees of the Richard A. Koch and Sherie L. Koch Living Trust U/A/D June 29, 1998 as to an undivided 45.0% interest for portion of the Southwest Quarter (SW ¼) of Section 3, T20S, R60E, M.D.M., for a bus turn-out and driveway on the south side of Craig Road for the Craig Road Improvements - Buffalo to US 95 (previously recorded in the Office of the Recorder, Clark County in Book 991122 as Instrument Number 01703) (10-7-99) 138-03-301-001

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from Laule/Becker II, a Nevada general partnership for a portion of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for a Sight Visibility Restriction easement located on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-007

Fiscal Impact

[X]	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Right of Way Grant for Ingress and Egress Purposes from Laule/Becker II, a Nevada general partnership for a portion of the Northwest Quarter (NW ¼) of Section 31, T20S, R61E, M.D.M., for a ingress and egress easement located on the northeast corner of Alta Drive and Decatur Boulevard (12-13-99) 139-31-202-007

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Grant of Easement from Marshall Marks, Jr. and Martha J. Marks, husband and wife, as joint tenants for a portion of the Northwest Quarter (NW ¼) of Section 28, T20S, R61E, M.D.M., for Bonanza Village Security Wall bounded by Vegas Drive, Martin L. King Boulevard, Washington Avenue and Tonopah Drive (11-22-99) 139-28-110-059

Fiscal Impact

X	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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to request permission to appraise and purchase or condemn right-of-way and drainage easement parcels for the Gowan North Channel - Phase III Project from the intersection of Alexander Road and Durango Drive northwesterly, to Lone Mountain Road ($225,000/Clark County Regional Flood Control District)

Fiscal Impact

[ ]	No Impact	Amount: $225,000
[X]	Budget Funds Available	Dept./Division: PW/Engineering Planning
[ ]	Augmentation Required	Funding Source: CCRFCD

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

City of Las Vegas

Agenda Item No.: 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to request permission to appraise and purchase or condemn easement parcels for the Westcliff Drive Improvements Project - Cimarron Road to Rainbow Boulevard ($25,000/Regional Transportation Commission)

Fiscal Impact

[ ] No Impact — **Amount:** $25,000
[X] Budget Funds Available — **Dept./Division:** PW/Engineering Planning
[ ] Augmentation Required — **Funding Source:** RTC

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an interlocal agreement with Nevada Department of Transportation for improvements of manhole adjustments over US 95 at Smoke Ranch Road and Washington Avenue ($6,000/Sanitation Enterprise Funds)

Fiscal Impact

[ ] No Impact	**Amount:** $6,000	
[X] Budget Funds Available	**Dept./Division:** PW/Engineering Planning	
[ ] Augmentation Required	**Funding Source:** Sanitation Enterprise Funds	

PURPOSE/BACKGROUND:
NDOT proposes to widen the existing bridge structures and connecting roadway over US 95 at Smoke Ranch Road and Washington Avenue from the existing two lanes to four travel lanes with left turn lanes between the intersections of Rainbow Boulevard and Rock Springs Drive. City sewer manhole covers will also be adjusted by NDOT as necessary for the construction of the project. Total funding for this project shall not exceed $6,000.

RECOMMENDATION:
It is recommended that the City Council approve the attached participation contract and authorize the Mayor to execute the same on behalf of the City.

BACKUP DOCUMENTATION:
Interlocal Agreement

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)

1-288

Agreement No. R049-00-010

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of Feb, ~~1999~~ 2000 by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as DEPARTMENT) and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as CITY).

WITNESSETH:

WHEREAS, a Interlocal Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority"; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to enter into an interlocal agreement, with another public agency for the performance of any governmental service, activity or undertaking which public agency entering into the agreement is authorized by law to perform; and

WHEREAS, the DEPARTMENT currently owns those portions of Smoke Ranch Road and Washington Avenue shown on the right-of-way plans attached hereto as Exhibit A.

WHEREAS, the DEPARTMENT proposes to widen the existing bridge structures and connecting roadways over US 95 at Smoke Ranch Road and Washington Avenue from the existing two travel lanes to four travel lanes with left turn lanes between the intersections of Rainbow Boulevard and Rock Springs Drive located within the CITY (attached hereto as Exhibit B) (hereinafter referred to as "PROJECT"); and

The purpose of this Agreement is to set forth (i) each parties responsibilities in connection with the design and construction of the PROJECT including the CITY's responsibility for relocation of existing utilities; and (ii) each parties responsibilities for maintaining the completed PROJECT.

WHEREAS, the PROJECT will enhance safety for pedestrian, bicycle and vehicular traffic and will improve the traffic capacity of Washington Avenue and Smoke Ranch Road; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

CITY AGREES:

1. To review and comment on the design of the PROJECT in a timely manner so as not to cause undue delay to the DEPARTMENT's contract.

2. To review the construction of the PROJECT with the understanding that all comments shall be directed to DEPARTMENT's Resident Engineer and not to the contractor.

3. To operate, maintain, and provide energy for the signal systems installed and/or modified as part of the PROJECT at no cost to the DEPARTMENT. To operate, maintain, and provide energy for surface street lighting installed and/or modified as part of the PROJECT, excluding any surface street lighting or under deck lighting on the bridge structures.

4. To accept maintenance responsibilities on Smoke Ranch Road and Washington Avenue for all existing facilities, as well as, new improvements located within the designated right-of-way, and any new right-of-way acquired for the project, <u>See Exhibit A and Exhibit D</u>, excepting the structural components of the grade separation. The CITY shall maintain curb and gutter, sidewalks, plantmix, aggregate base, drainage facilities located in the roadway between curb faces, including surface street sweeping and cleaning, cleaning of expansion joints, graffiti removal from the top and inside surfaces of the bridge/barrier rail, all safety systems, surface street signage on the bridge structure, striping, etc.

5. To assist the DEPARTMENT with the coordination of the on-site utility relocations necessary for the construction of the PROJECT.

6. To authorize and hereby does authorize the DEPARTMENT, its authorized agents, and contractor to occupy the right-of-way presently owned by the CITY which is necessary for the construction of the PROJECT. This Agreement constitutes authorization to the DEPARTMENT for such purposes.

7. To permit the DEPARTMENT to adjust the CITY's sanitary sewer manhole covers as is necessary for the construction of the PROJECT and to pay the DEPARTMENT for the adjustment of the CITY's sanitary sewer manhole covers within thirty (30) days of receipt of the DEPARTMENT's invoice. The estimated cost to adjust each cover is Six Hundred Dollars ($600.00) which includes Fifteen Percent (15%) construction engineering. The estimated number of covers to be adjusted is ten (10). The final amount to be invoiced will be based upon the Contractor's unit bid price for adjusting each cover multiplied by the number of covers to be adjusted.

8. To complete the review of all change orders submitted by the DEPARTMENT which involve features or items related to the PROJECT for which the CITY assumes a maintenance responsibility and return comments within four (4) working days after receipt of such submittal, otherwise the DEPARTMENT will proceed with change orders so as not to delay the PROJECT. No response from the CITY within this time frame will constitute the CITY's approval for the DEPARTMENT to proceed.

9. To remove and relocate the block wall sign encroaching on the CITY's right-of-way at the northwest corner of the intersection of Washington Avenue and Rainbow Boulevard (Attached hereto as Exhibit C) to accommodate the PROJECT. The sign will be removed prior to construction beginning January 4, 2000. The CITY will send written notice to the DEPARTMENT after the removal/relocation of the sign is completed. The cost of the removal, relocation, and any other costs of the block wall sign removal will be the CITY's responsibility.

10. To accept title to any new right-of-way needed for the PROJECT which shall be conveyed to the CITY from the STATE by Resolution of Relinquishment.

DEPARTMENT AGREES:

1. To be responsible for the design (to CITY and DEPARTMENT standards, policies and specifications, applicable for ownership of roadway) for the PROJECT.

2. To provide the CITY preliminary plans and specifications for review and comment at the 30%, 60% and 90% stages of completion, and to invite the CITY to the specification review meeting to address said comments.

3. To advertise, award and construct the PROJECT.

4. To allow the CITY four (4) working days to review all change orders.

5. To allow the CITY to observe, review, and inspect the PROJECT construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

6. The DEPARTMENT will continue to own the right-of-way described in Clark County Resolutions, recorded in the Clark County's Recorders Office in Book 708, Documents 667024 and Document 667025.

7. The DEPARTMENT will continue to be responsible for maintaining the structural components of the Washington Avenue and Smoke Ranch Road grade separation structures, including the substructures, and the following components of the superstructures: girders, structural deck, structural aspects of the barrier rail and approach slabs. The DEPARTMENT shall also maintain the slope paving, embankment, retaining walls, drainage facility located off the roadways, street surface lighting on the bridge structure, and the underdeck lighting within the DEPARTMENT's right-of-way.

8. To invite the CITY to PROJECT meetings including the preconstruction conference.

9. To adjust the CITY's sanitary sewer manhole covers as is necessary for the construction of the PROJECT and to invoice the CITY for the final cost of adjusting said covers upon completion of the PROJECT. The estimated cost to adjust said covers is Six Hundred Dollars ($600.00) each which includes Fifteen Percent (15%) construction engineering. The estimated number of covers to be adjusted is ten (10). The final amount to be invoiced will be based upon the successful Contractor's unit bid price for adjusting covers and the number of CITY owned covers to be adjusted.

10. To coordinate the adjustment and relocation of all utilities made necessary by the construction of the PROJECT.

11. To pay the 5% match to the Federal Aid Surface Transportation Funds using STATE funds.

12. To acquire any right-of-way necessary to complete the PROJECT (Attached hereto as Exhibit D).

13. To convey by Resolution of Relinquishment to the CITY any new right-of-way acquired for the PROJECT upon approval by the Transportation Board of Directors.

IT IS MUTUALLY AGREED:

1. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

<u>DEPARTMENT</u>

Thomas E. Stephens, P.E., Director
State of Nevada
Attn: Paul K. Sinnott, P.E.
Department of Transportation
1263 So. Stewart Street
Carson City, NV 89712
Telephone: (702) 888-7603

CITY: Charles Kajkowski, P.E.
City of Las Vegas
Department of Public Works
400 East Stewart Street
Las Vegas, NV 89101
Telephone: (702) 229-2176

2. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. If the lowest responsive and responsible bid exceeds the engineers estimate by more than seven percent (7%) of the total estimate, NDOT has the right to reject any and all bid proposals.

3. All work contemplated by this Agreement shall be done in a workmanlike manner to the satisfaction of all parties hereto.

4. To the fullest extent of NRS Chapter 41, each party agrees to indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses and expenses including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by indemnifying party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party's chosen right to participate with legal counsel.

5. This Agreement and the rights and obligations of the Parties here to shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this Agreement.

6. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

7. Construction costs for adjusting the CITY'S sanitary sewer manhole covers will be computed using contract bid prices (construction engineering included) as submitted by the DEPARTMENT'S selected contractor with contract bid items complete and in place. Said contract bid items quantities may increase or decrease from those shown on Engineers Estimate.

8. This Agreement will be terminated when construction of improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein.

9. This Agreement may terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, the Federal Government and or State Legislature funding ability to perform this Agreement is withdrawn, limited or impaired. Should this Agreement be terminated unilaterally by the CITY, the CITY will be responsible for all funds expended up to the time of termination.

10. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in their reliance on

10. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in their reliance on the estimates set forth in the Agreement.

11. The DEPARTMENT will have the final authority for any change orders within DEPARTMENT's right-of-way. The CITY will have final authority for change orders within CITY's right-of-way.

12. DEPARTMENT agrees to pay actual project costs whether they be greater that or less than the estimates shown herein.

13. The illegality or invalidity of any provisions or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall not be a transfer of property between the parties during the course of this Agreement.

15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

16. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present,

at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

17. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

18. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in cooperative action set forth herein.

20. Exhibits attached hereto are hereby incorporated as part of this Agreement.

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

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Jeffrey Fontaine for
Thomas E. Stephens, P.E.
Director

Susan Martinovich
Susan G. Martinovich, P.E.
Assistant Director

REVIEWED:

Heidi A. Mireles
Heidi Mireles
Chief Right-of-Way Agent

REVIEWED:

Eugene F. Weight
Eugene F. Weight, P.E.
District Engineer

APPROVED AS TO LEGALITY AND FORM:

2/8/00
Deputy Attorney General

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 12-7-99
Robert S. Sylvain
Deputy City Attorney

a:US 95 Smoke Ranch-Washington
Clark County

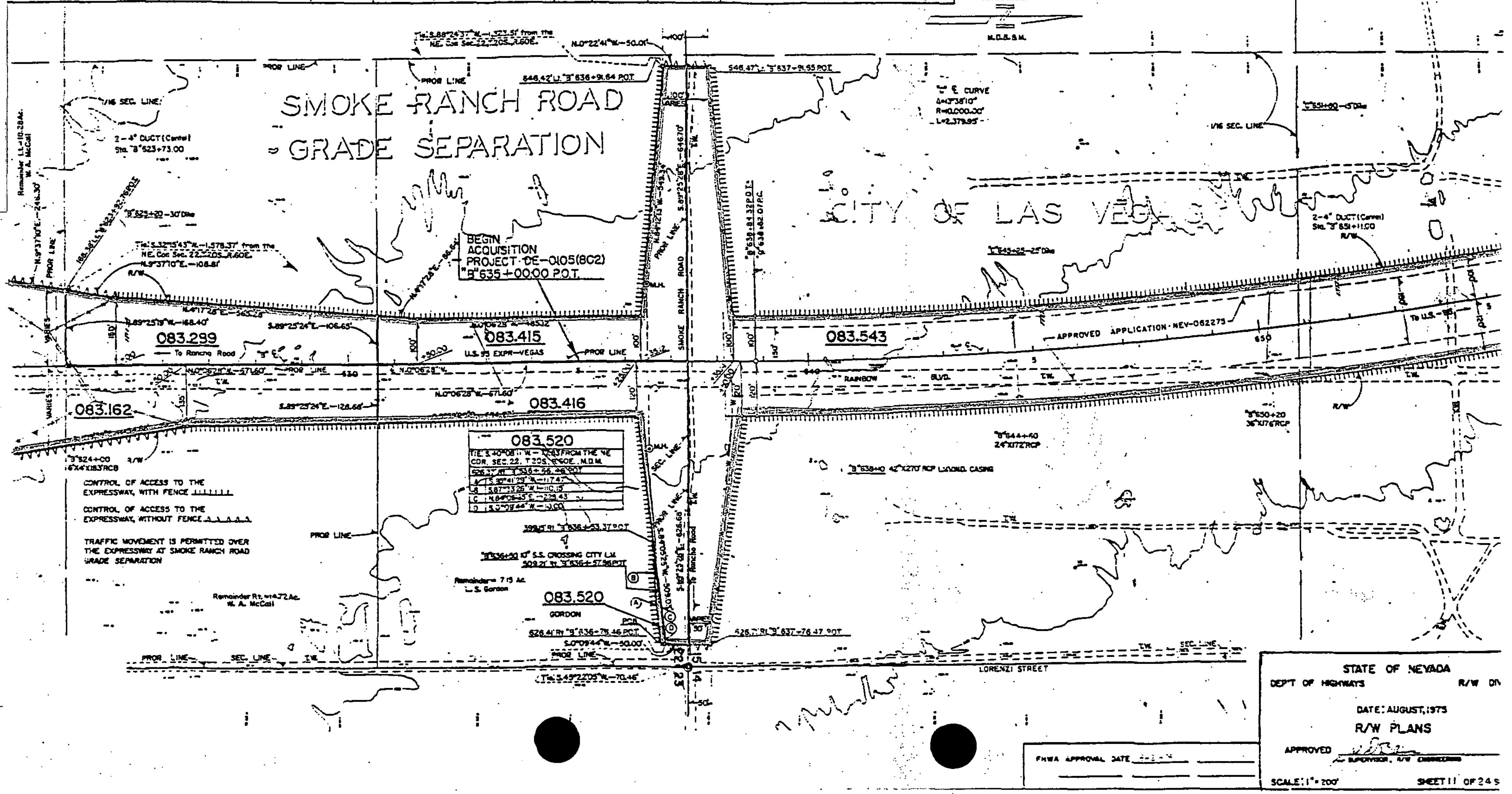
F-006-CL-
STATE OF NEVADA DEPT OF HIGHWAYS

PROPERTY SCHEDULE SEE SHEET 24

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	RECORDING DATA BK	DOC. NO.	DATE	REMARKS
083.162	WILLIAM A. McCALL Senior	16.66Ac.		16.66Ac.	16.66Ac.	895	854377	5-31-78	F.O.C.
083.289	WILLIAM A. McCALL Senior, et al	2.05Ac.		2.05Ac.	2.05Ac.	895	854377	5-31-78	F.O.C.
083.416	LILIAS S. GORDON, et al	2.82Ac.		2.82Ac.	2.82Ac.	710	669577	2-23-77	G.B.S. DEED
083.543	U.S. GOVERNMENT	48.36Ac.	28.26Ac.	20.10Ac.	48.36Ac.	606	565365	3-24-76	APPL. NEV. 062275
083.415	WILLIAM A. McCALL Senior, et al	2.49Ac.		2.49Ac.	2.49Ac.	895	354377	5-31-78	F.O.C.

FED RD REG NO.	STATE	PROJECT NO.	MILEPOST
9	NEVADA	RF-TOF-006-2(10)	US 95-CL-81.25 TO 87.30
		DE-0105(8C2)	71592 CLARK

Exhibit A



STATE OF NEVADA
DEPT OF HIGHWAYS R/W DIV

DATE: AUGUST, 1975

R/W PLANS

APPROVED

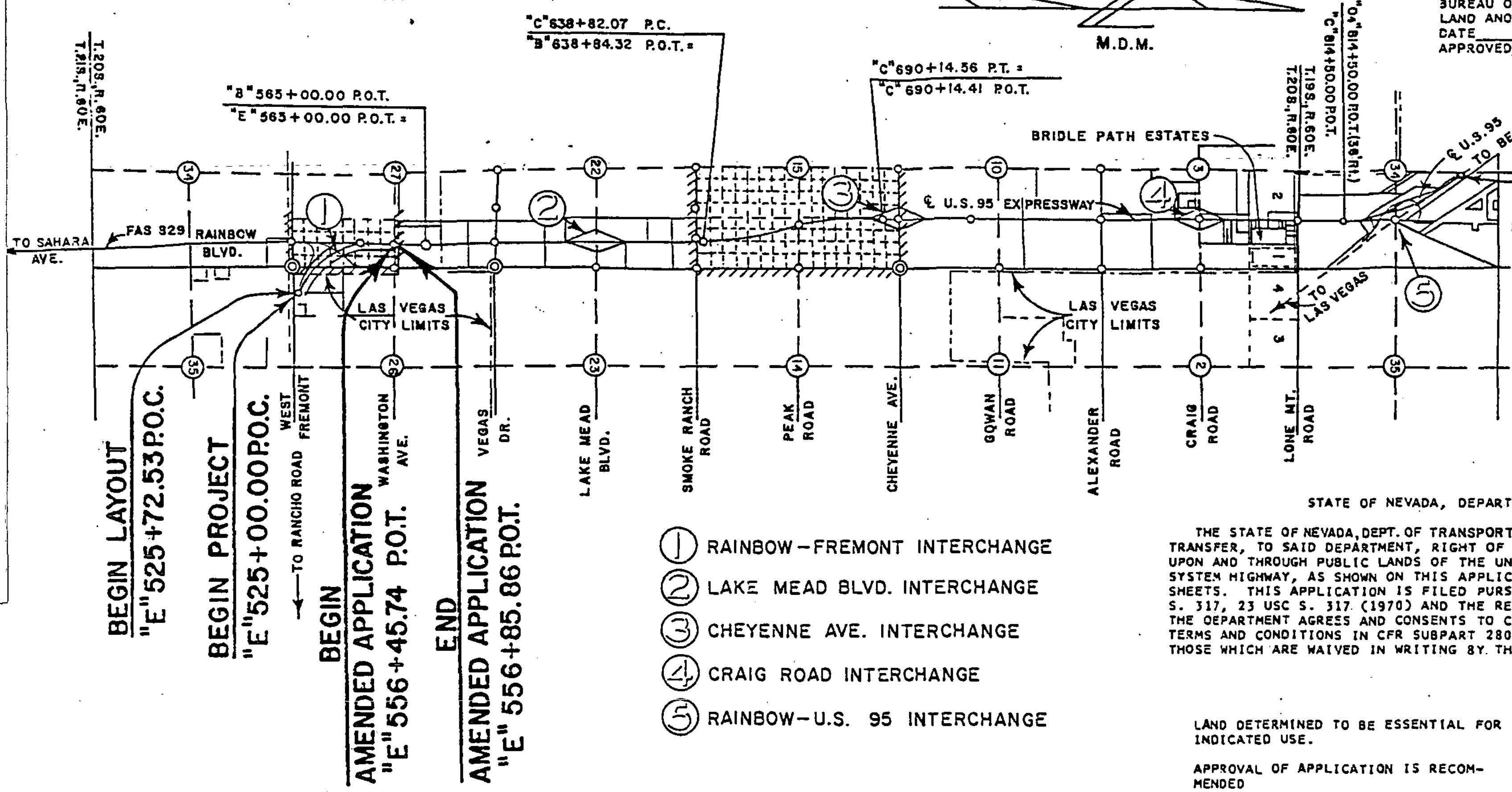
SUPERVISOR, R/W ENGINEERING

FHWA APPROVAL DATE

SCALE: 1" = 200' SHEET 11 OF 24 S

THE RIGHT OF WAY REQUESTED, BEING OVER AND ACROSS APPROXIMATELY 0.01 MILES OF PUBLIC LAND AND CONSISTING OF APPROXIMATELY 0.51 ACRES.

AMENDED APPLICATION NEV-062275 "C"
RECEIVED BY U. S. DEPARTMENT OF THE INTERIO
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE AT RENO, NEVADA
DATE OCT 19, 1979
APPROVED APRIL 16, 1981



STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

THE STATE OF NEVADA, DEPT. OF TRANSPORTATION, REQUESTS APPROPRIATION AND TRANSFER, TO SAID DEPARTMENT, RIGHT OF WAY OF VARYING WIDTH, OVER, UPON AND THROUGH PUBLIC LANDS OF THE UNITED STATES, FOR A PRIMARY FEDERAL A SYSTEM HIGHWAY, AS SHOWN ON THIS APPLICATION, CONSISTING OF 2 NUMBERED SHEETS. THIS APPLICATION IS FILED PURSUANT TO THE ACT OF AUGUST 27, 1958, S. 317, 23 USC S. 317 (1970) AND THE REGULATIONS IN 43 CFR GROUP 2800 (197 THE DEPARTMENT AGREES AND CONSENTS TO COMPLY WITH AND BE BOUND BY APPLICAB TERMS AND CONDITIONS IN CFR SUBPART 2801 AND PART 2820 (1976), EXCEPTING THOSE WHICH ARE WAIVED IN WRITING BY THE AUTHORIZED OFFICER.

LAND DETERMINED TO BE ESSENTIAL FOR INDICATED USE.

APPROVAL OF APPLICATION IS RECOMMENDED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

C Barlow

DIVISION ADMINISTRATOR

DATE: 10-3, 1979

COUNTY - CLARK

US - 95

MILEPOST - US 95-CL 81.28 TO 87.30

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATIO

DIRECTOR

DATE: 10-1, 19

FOR FEDERAL AID PROJECT NO. RF-TQF-006-2(10)

FROM 2 MILES WEST OF DECATUR WEST AND NORTH TO US-95 (6.027 MILES)

SCALE 1" = 3000'

SHEET 1 OF 2 SHEETS

LEGEND

SECTION THROUGH PUBLIC LANDS — VARIES / VARIES

SECTION THROUGH PRIVATE LANDS — VARIES / VARIES

FOUND CORNERS

THE RIGHT OF WAY REQUESTED IS IN THE FOLLOWING PORTION:

PREVIOUSLY FILED APPLICATIONS AND RESERVATION ARE AS FOLLOWS:

1. ALL LOCATED IN A GRAZING DISTRICT

T. 20 S., R. 80 E., M.D.B.&M.

N 1/2 OF THE SE 1/4 OF SECTION 27

00C-CL-

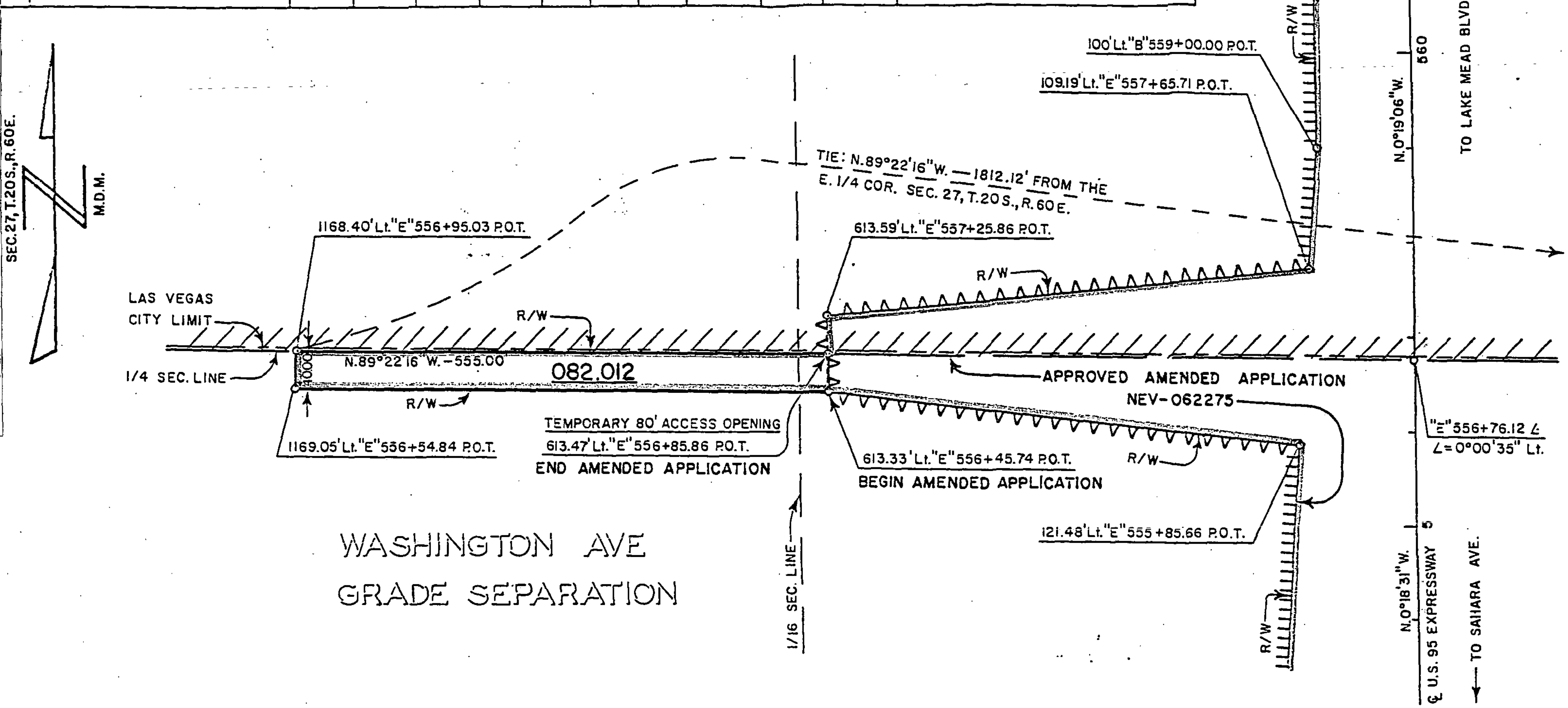
STATE OF NEVADA DEPT OF TRANSPORTATION

PROPERTY SCHEDULE

FED RD REG NO	STATE	PROJECT NO	E A NO	COUNTY	SHEET NO
9	NEVADA	RF-TCF-0C6-2(10)	70640	CLARK	2

PARCEL	GRANTOR	GROSS AREA	PREV ACQU	NET AREA	R/W AREA	ACQUISITION RECORDING DATA			SURPLUS LAND DATA		REMARKS
						BK	DOC.	DATE	AREA	DATE	
012	U.S. GOVERNMENT	0.51 Ac.		0.51 Ac.	0.51 Ac.	1393	1352793 (1to5)	4/30/81			

AMENDED APPLICATION NEV-062275
FILED OCT. 19, 1979
APPROVED APRIL 16, 1981



CONTROL OF ACCESS TO THE EXPRESSWAY, WITH FENCE

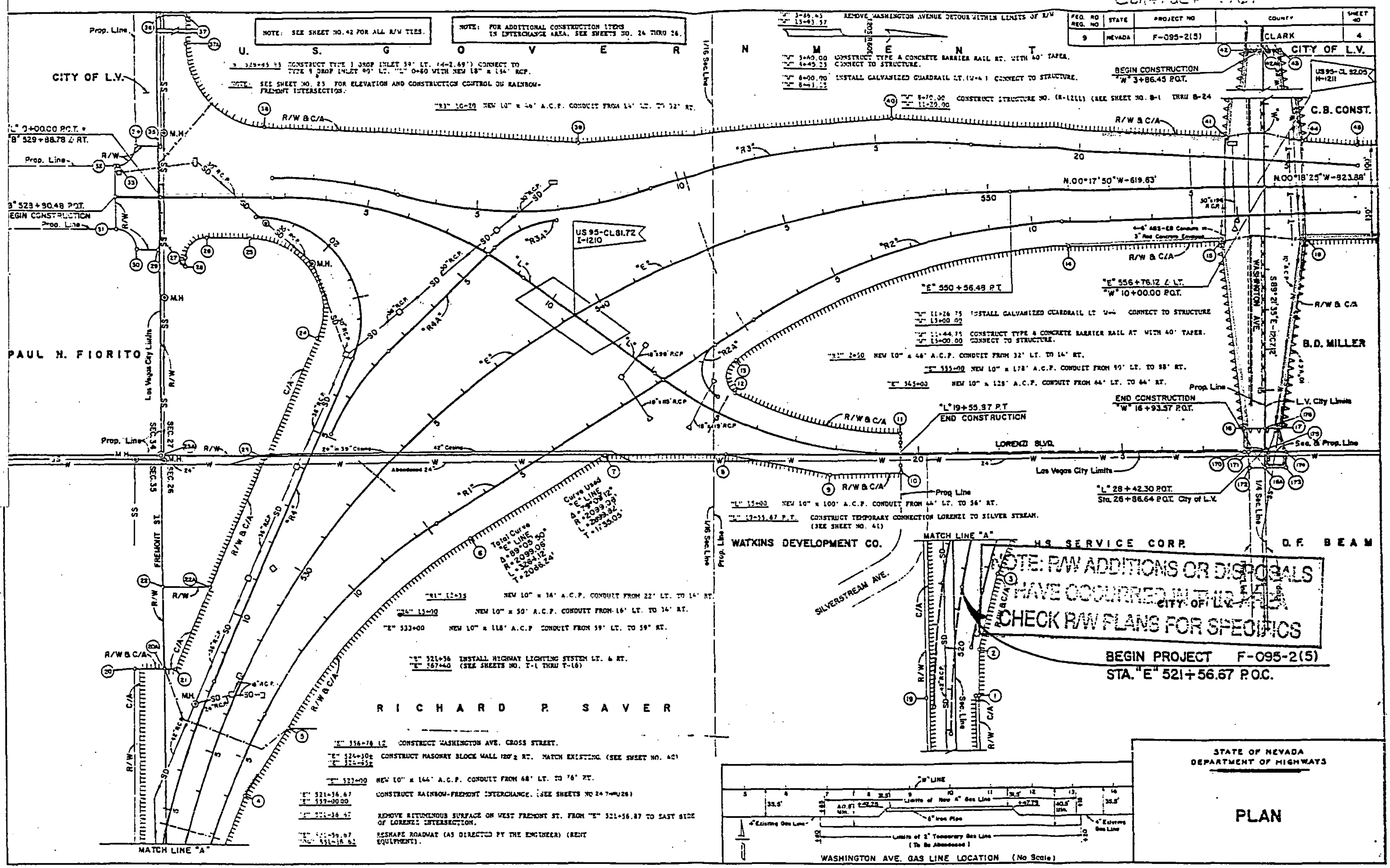
CONTROL OF ACCESS TO THE EXPRESSWAY, WITHOUT FENCE

TRAFFIC MOVEMENT IS PERMITTED OVER THE EXPRESSWAY AT WASHINGTON AVE. GRADE SEPARATION

FHWA APPROVAL DATE 10-3-79

STATE OF NEVADA
DEPT OF TRANSPORTATION R/W DIVISION
DATE: SEPT. 1979
R/W PLANS
APPROVED ________ SUPERVISOR, R/W ENGINEERING
SCALE: 1" = 100' SHEET 2 OF 2 SHEETS

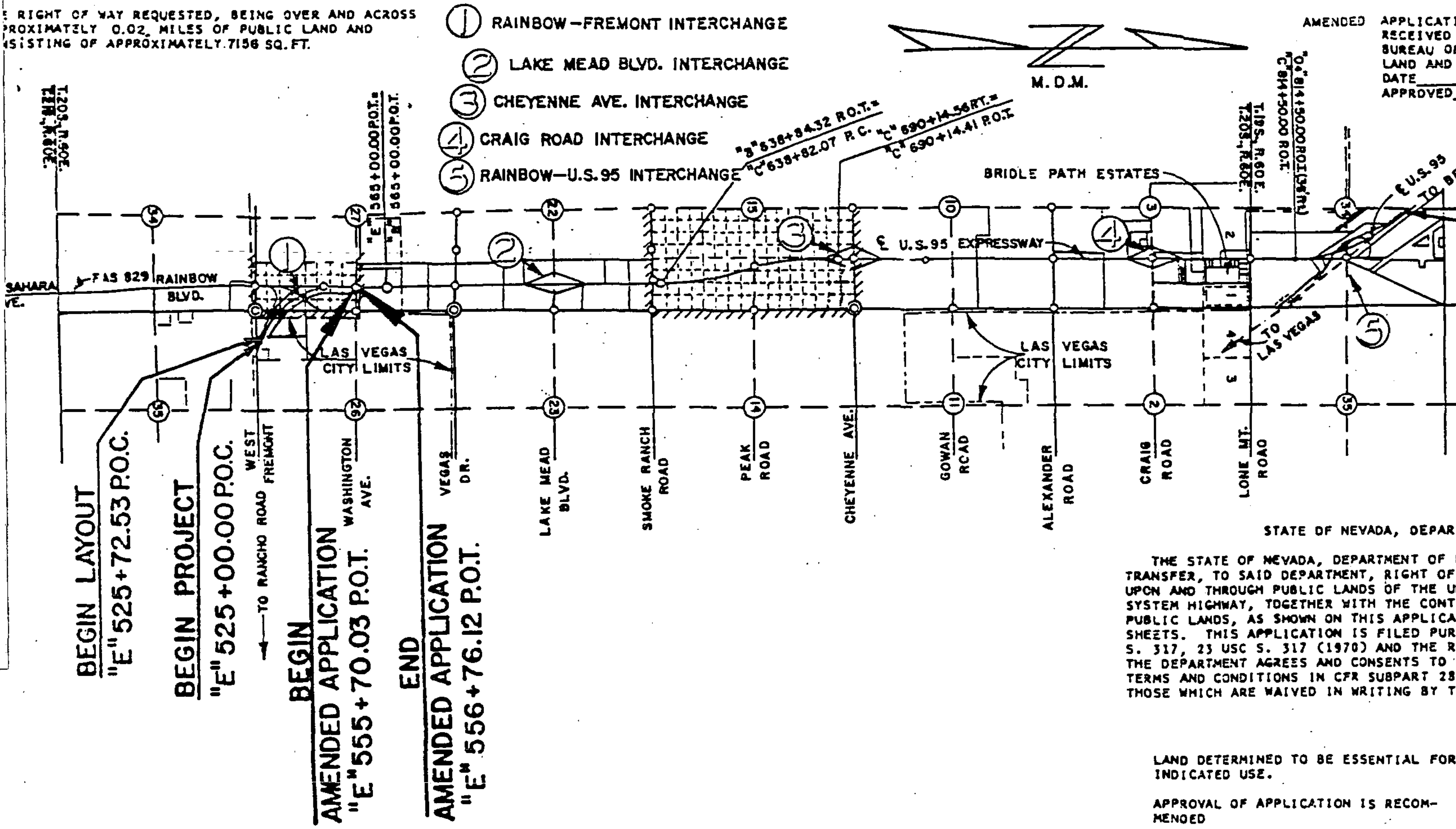
CITY COUNCIL MEETING OF JANUARY 5, 2000 PAGE 195



: RIGHT OF WAY REQUESTED, BEING OVER AND ACROSS
PROXIMATELY 0.02 MILES OF PUBLIC LAND AND
NSISTING OF APPROXIMATELY 7156 SQ. FT.

1 RAINBOW—FREMONT INTERCHANGE
2 LAKE MEAD BLVD. INTERCHANGE
3 CHEYENNE AVE. INTERCHANGE
4 CRAIG ROAD INTERCHANGE
5 RAINBOW—U.S. 95 INTERCHANGE

AMENDED APPLICATION NEV 062275 B
RECEIVED BY U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE AT RENO, NEVADA
DATE 6/15, 19 73
APPROVED DEC. 27, 1978, 19



STATE OF NEVADA, DEPARTMENT OF HIGHWAYS

THE STATE OF NEVADA, DEPARTMENT OF HIGHWAYS, REQUESTS APPROPRIATION AND TRANSFER, TO SAID DEPARTMENT, RIGHT OF WAY OF VARYING WIDTH, OVER, UPON AND THROUGH PUBLIC LANDS OF THE UNITED STATES FOR A PRIMARY FEDERAL AID SYSTEM HIGHWAY, TOGETHER WITH THE CONTROL OF ACCESS THERETO, FROM ADJOINING PUBLIC LANDS, AS SHOWN ON THIS APPLICATION, CONSISTING OF 2 NUMBERED SHEETS. THIS APPLICATION IS FILED PURSUANT TO THE ACT OF AUGUST 27, 1958, S. 317, 23 USC S. 317 (1970) AND THE REGULATIONS IN CFR GROUP 2800 (1976). THE DEPARTMENT AGREES AND CONSENTS TO COMPLY WITH AND BE BOUND BY APPLICABLE TERMS AND CONDITIONS IN CFR SUBPART 2801 AND PART 2820 (1976), EXCEPTING THOSE WHICH ARE WAIVED IN WRITING BY THE AUTHORIZED OFFICER.

LAND DETERMINED TO BE ESSENTIAL FOR INDICATED USE.

APPROVAL OF APPLICATION IS RECOMMENDED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

R M Subia for
DIVISION ADMINISTRATOR

DATE: June 5, 1978

COUNTY - CLARK

US - 95

MILEPOST - US 95-CL 8L28 TO 87.30

STATE OF NEVADA
DEPARTMENT OF HIGHWAYS

STATE HIGHWAY ENGINEER

DATE: MAY 23, 1978

FOR FEDERAL AID PROJECT NO. RF-TQF-006-2(10)

FROM 2 MILES WEST OF DECATUR WEST AND NORTH TO US-95 (6.027 MILES)

SCALE 1" = 3000'

SHEET 1 OF 2 SHEETS

THE RIGHT OF WAY REQUESTED IS IN THE FOLLOWING PORTION:
PREVIOUSLY FILED APPLICATIONS AND RESERVATION ARE AS FOLLOWS:

I. ALL LOCATED IN A GRAZING DISTRICT

T. 20 S., R. 60 E., M.D.B. & M.

NE 1/4 OF THE SE 1/4 OF SECTION 27

CONTROL OF ACCESS TO THE EXPRESSWAY WITH FENCE

CONTROL OF ACCESS TO THE EXPRESSWAY WITHOUT FENCE

LOCATION AT WHICH LIMITED ACCESS TO THE EXPRESSWAY IS PERMITTED BY THE STATE

LEGEND

SECTION THROUGH PUBLIC LANDS — VARIES / VARIES

SECTION THROUGH PRIVATE LANDS — VARIES / VARIES

FOUND CORNERS

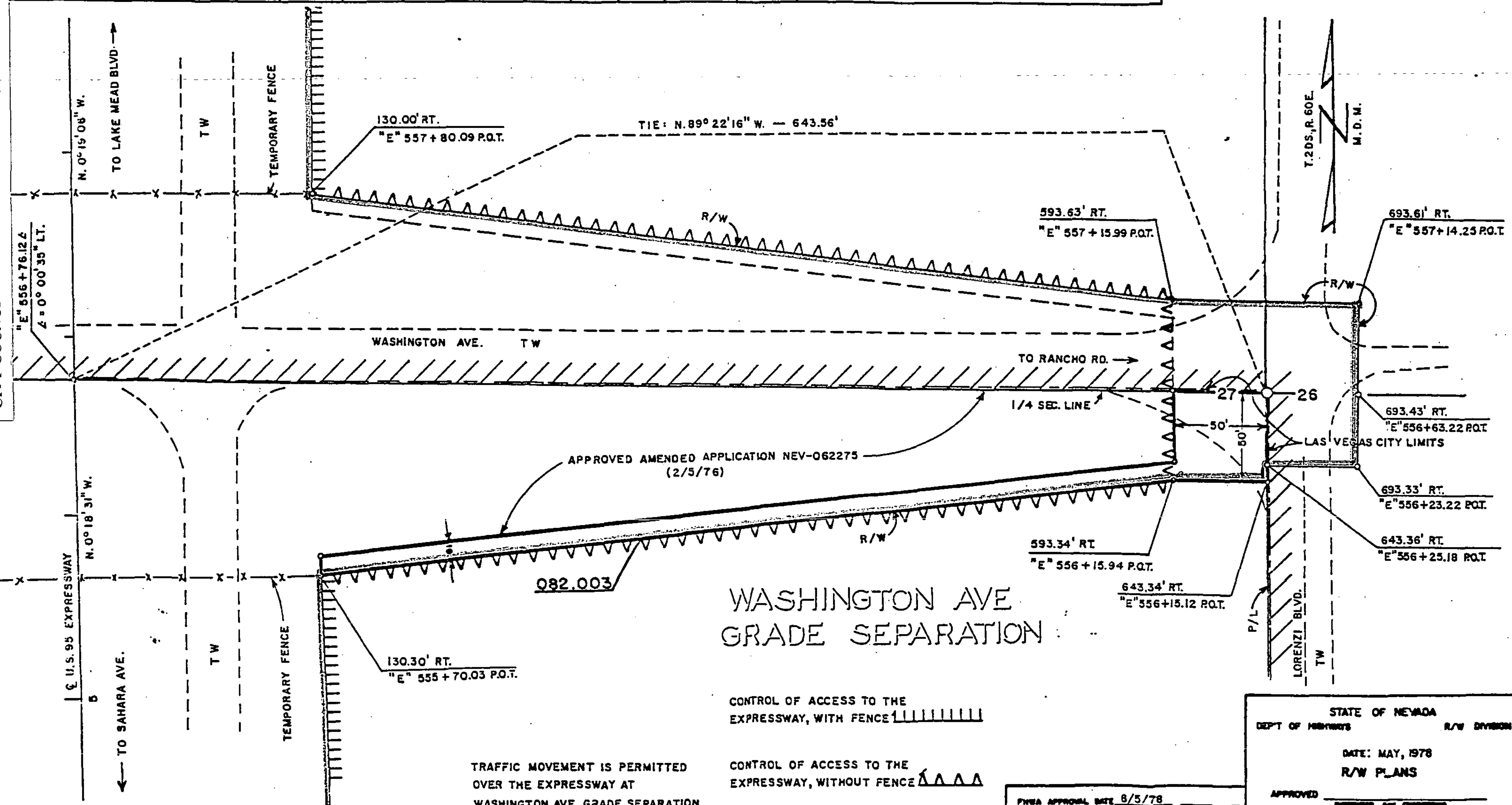
)6-CL
F NEVADA DEPT OF HIGHWAYS

PROPERTY SCHEDULE

FED. AID REG. NO.	STATE	PROJECT NO.	E.A. NO.	COUNTY	SHEET NO.
9	NEVADA	RF-TOF-006-2(10)	70640	CLARK	2

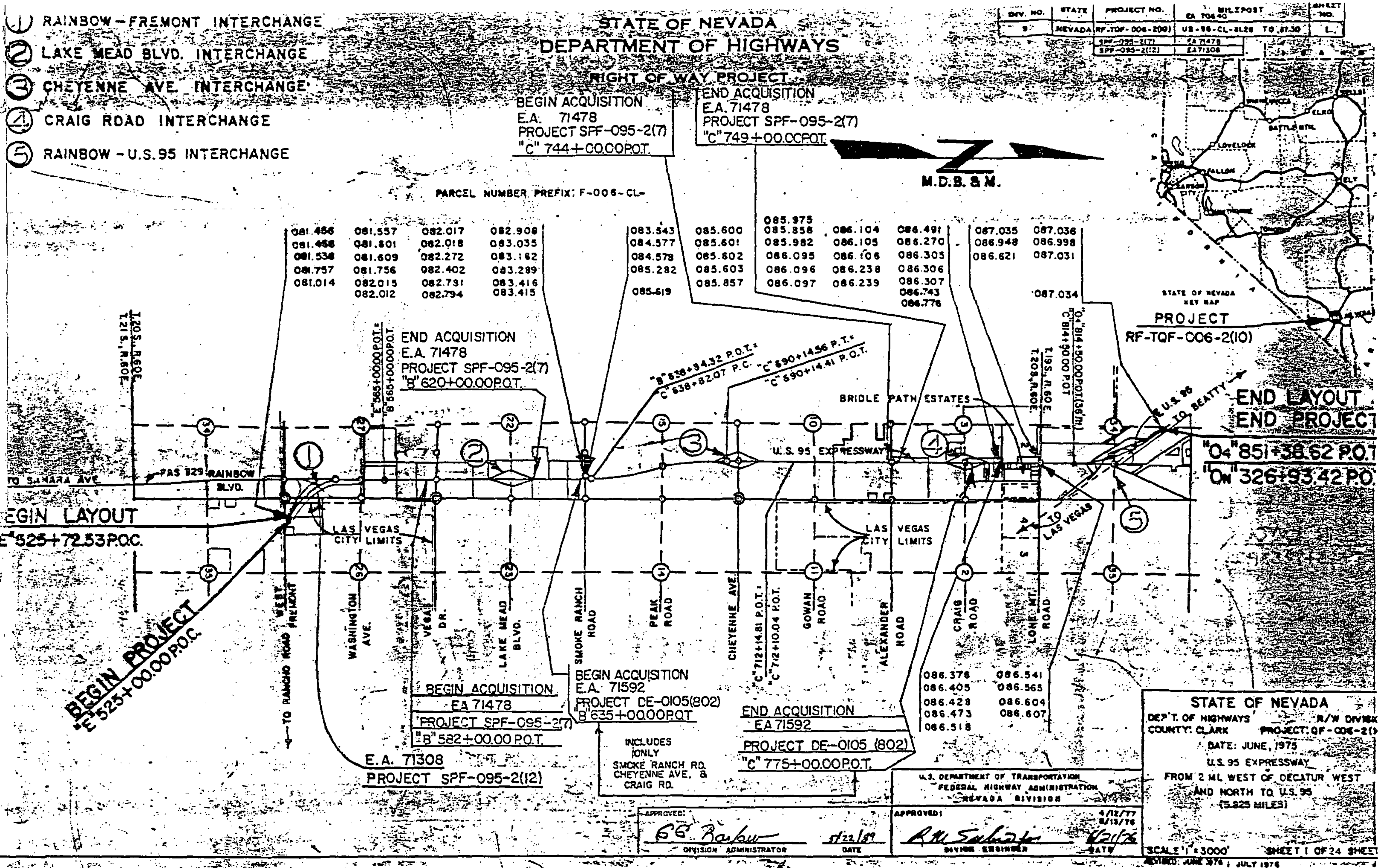
	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	ACQUISITION RECORDING DATA				SURPLUS LAND DATA		REMARKS
						BK	PG	TYPE	DATE	AREA	DATE	
03	U.S. GOVERNMENT	7156 sq.ft.	*	7156 sq.ft.	7156 sq.ft.	993	952966	APPLIC.	1-9-79			

AMENDED APPLICATION NEV-062275 B
APPROVED - DEC. 27, 1978



FHWA APPROVAL DATE 8/5/78

STATE OF NEVADA
DEPT OF HIGHWAYS R/W DIVISION
DATE: MAY, 1978
R/W PLANS
APPROVED ______
SUPERVISOR, R/W ENGINEERING
SCALE: 1" = 50'
SHEET 2 OF 2 SHEETS


1 RAINBOW - FREMONT INTERCHANGE
2 LAKE MEAD BLVD. INTERCHANGE
3 CHEYENNE AVE. INTERCHANGE
4 CRAIG ROAD INTERCHANGE
5 RAINBOW - U.S. 95 INTERCHANGE
STATE OF NEVADA
DEPARTMENT OF HIGHWAYS
RIGHT OF WAY PROJECT
BEGIN ACQUISITION
E.A. 71478
PROJECT SPF-095-2(7)
"C" 744+00.00 P.O.T.
END ACQUISITION
E.A. 71478
PROJECT SPF-095-2(7)
"C" 749+00.00 P.O.T.
M.D.B. & M.
PARCEL NUMBER PREFIX: F-006-CL-
081.456 081.466 081.536 081.757 081.014
081.557 081.601 081.609 081.756 082.015 082.012
082.017 082.018 082.272 082.402 082.731 082.794
082.908 083.035 083.162 083.289 083.416 083.415
083.543 084.577 084.578 085.282 085.619
085.600 085.601 085.602 085.603 085.857
085.975 085.858 085.982 086.095 086.096 086.097
086.104 086.105 086.106 086.238 086.239
086.491 086.270 086.305 086.306 086.307 086.743 086.776
087.035 086.948 086.621
087.036 086.998 087.031
087.034
STATE OF NEVADA KEY MAP
PROJECT
RF-TQF-006-2(10)
END ACQUISITION
E.A. 71478
PROJECT SPF-095-2(7)
"B" 620+00.00 P.O.T.
"B" 638+34.32 P.O.T. = "C" 638+82.07 P.C.
"C" 690+14.56 P.T. = "C" 690+14.41 P.O.T.
BRIDLE PATH ESTATES
END LAYOUT
END PROJECT
"O4" 851+38.62 P.O.T.
"ON" 326+93.42 P.O.T.
U.S. 95 TO BEATTY
U.S. 95 EXPRESSWAY
TO SAHARA AVE.
RAINBOW BLVD.
BEGIN LAYOUT
"E" 525+72.53 P.O.C.
LAS VEGAS CITY LIMITS
TO LAS VEGAS
BEGIN PROJECT
"E" 525+00.00 P.O.C.
TO RANCHO ROAD
WEST FREMONT
WASHINGTON AVE.
VEGAS DR.
LAKE MEAD BLVD.
SMOKE RANCH ROAD
PEAK ROAD
CHEYENNE AVE.
GOWAN ROAD
ALEXANDER ROAD
CRAIG ROAD
LONE MT. ROAD
BEGIN ACQUISITION
EA 71478
PROJECT SPF-095-2(7)
"B" 582+00.00 P.O.T.
E.A. 71308
PROJECT SPF-095-2(12)
BEGIN ACQUISITION
E.A. 71592
PROJECT DE-0105(802)
"B" 635+00.00 P.O.T.
INCLUDES ONLY SMOKE RANCH RD. CHEYENNE AVE. & CRAIG RD.
END ACQUISITION
EA 71592
PROJECT DE-0105 (802)
"C" 775+00.00 P.O.T.
086.376 086.405 086.428 086.473 086.518
086.541 086.565 086.604 086.607
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
NEVADA DIVISION
APPROVED:
DIVISION ADMINISTRATOR
DATE
DIVISION ENGINEER
STATE OF NEVADA
DEP'T. OF HIGHWAYS R/W DIVISION
COUNTY: CLARK
DATE: JUNE, 1975
U.S. 95 EXPRESSWAY
FROM 2 MI. WEST OF DECATUR WEST AND NORTH TO U.S. 95
(5.825 MILES)
SCALE 1" = 3000'
SHEET 1 OF 24 SHEETS
REVISED: JUNE 1976 ; JULY 1976

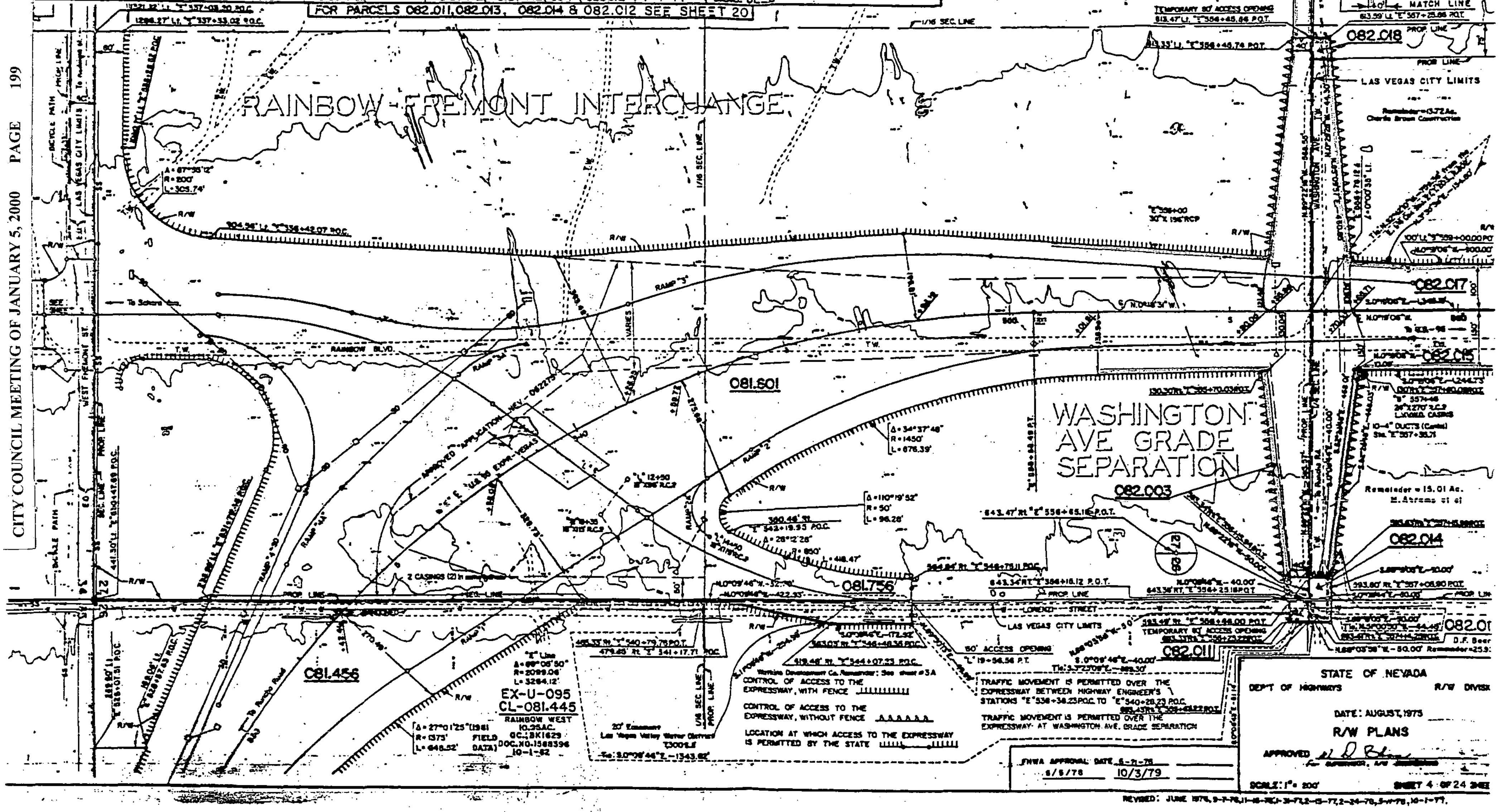
-006-CL-

STATE OF NEVADA DEPT OF HIGHWAYS

PROPERTY SCHEDULE

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	RECORDING DATA BK	DOC. NO.	DATE	REMARKS
081.456	RICHARD P. SAUER et al	20.61 Ac.		20.61 Ac.	8.15 Ac.	467 471	421620 430091	3/20/74 11/1/74	TOTAL TAKE
081.601	U.S. GOVERNMENT	38.47 Ac.	26.11 Ac.	12.36 Ac.	38.47 Ac.	606	565365	3-24-76	APPL. NEV. 062275
081.756	WATKINS DEVELOPMENT CO.	14,895 S.F.		14,895 S.F.	14,895 S.F.	724	683217	4-4-77	G.B.S. DEED D.O.C.; DOC. NO. 1510703; BK. 551; 4-19-82
082.015	BERLYN D. MILLER et al	4.73 Ac.		4.73 Ac.	4.73 Ac.	851	810744	2-24-78	F.O.C.
082.018	CITY OF LAS VEGAS	1,897 S.F.		1,897 S.F.	1,897 S.F.	708	667024	2-15-77	RESCL.
082.017	CHARLIE BROWN CONSTRUCTION INC.	3.87 Ac.		3.87 Ac.	3.87 Ac.	694	653512	1-4-77	G.B.S. DEED

FOR PARCELS 082.011, 082.013, 082.014 & 082.012 SEE SHEET 20



CITY COUNCIL MEETING OF JANUARY 5, 2000 PAGE 199

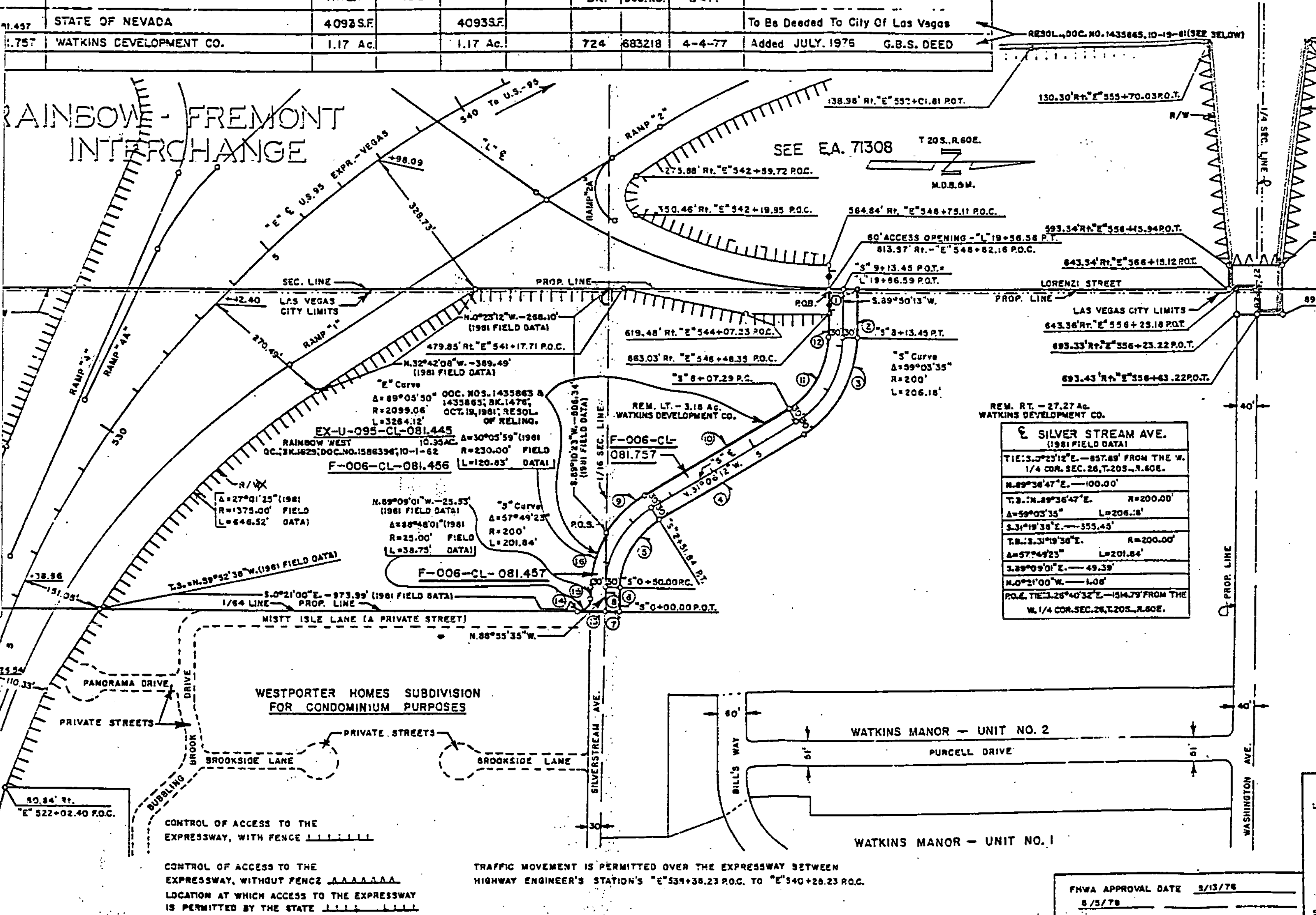
CITY COUNCIL MEETING OF JANUARY 5, 2000 PAGE 200

FED. ROAD DIV. NO.	STATE	PROJECT NO.	MILEPOST	SHEET NO.
9	NEVADA	RF-TOF-006-2(01)	US 95 - CL - 81.28 TO 87.30	5

F-CC6-CL-

PROPERTY SCHEDULE

PARCEL NO.	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	RECORDING DATA BK.	DOC. NO.	DATE	REMARKS
081.457	STATE OF NEVADA	4093 S.F.		4093 S.F.					To Be Deeded To City Of Las Vegas
081.757	WATKINS DEVELOPMENT CO.	1.17 Ac.		1.17 Ac.		724	683218	4-4-77	Added JULY, 1976 G.B.S. DEED



℄ SILVER STREAM AVE. (1981 FIELD DATA)	
TIE: S.0°23'12"E. — 857.89' FROM THE W. 1/4 COR. SEC. 26, T.20S., R.60E.	
N.89°36'47"E. — 100.00'	
T.B.: N.89°36'47"E. Δ=59°03'35"	R=200.00' L=206.18'
S.31°19'38"E. — 355.45'	
T.B.: S.31°19'38"E. Δ=57°49'23"	R=200.00' L=201.84'
S.89°09'01"E. — 49.39'	
N.0°21'00"W. — 1.06'	
P.O.℄. TIE: S.26°40'32"E. — 1514.79' FROM THE W. 1/4 COR. SEC. 26, T.20S., R.60E.	

081.757	
TIE: S.0°09'46"E. — 887.89' FROM THE W. 1/4 COR. SEC. 26, T.20S., R.60E.	
P.O.B.: 813.97' Rt. - "E" 548+62.16 P.O.C.	
1	N.0°09'46"W. — 60.00'
2	N.89°50'13"E. — 100.00'
3	T.B.: N.89°50'13"E. R=230.00' Δ=59°03'35" L=237.08'
4	S.31°06'12"E. — 355.45'
5	T.B.: S.31°06'12"E. R=170.00' Δ=57°49'23" L=171.56'
5	S.88°55'35"E. — 49.40'
7	S.0°04'54"E. — 30.00'
6	N.88°55'35"W. — 163.58'
9	T.B.: N.59°20'01"W. R=230.00' Δ=26°13'49" L=113.33'
10	N.31°08'12"W. — 355.46'
11	T.B.: N.31°08'12"W. R=170.00' Δ=59°03'35" L=175.23'
12	S.89°50'13"W. — 100.00'

F-006-CL-081.457	
TIE: N.20°42'11"E. — 1428.18' FROM THE S.W. COR. SEC. 26, T.20S., R.60E.	
P.O.B.: 30.00' Lt. "S" 1+53.30 P.O.C.	
8	S.88°55'35"E. — 163.58'
13	S.0°04'54"E. — 54.50'
14	T.B.: N.0°04'54"W. R=25.00' Δ=88°50'41" L=38.77'
15	N.58°55'35"W. — 26.10'
16	T.B.: N.88°55'35"W. R=230.00' Δ=29°35'34" L=118.79'

CONTROL OF ACCESS TO THE EXPRESSWAY, WITH FENCE

CONTROL OF ACCESS TO THE EXPRESSWAY, WITHOUT FENCE

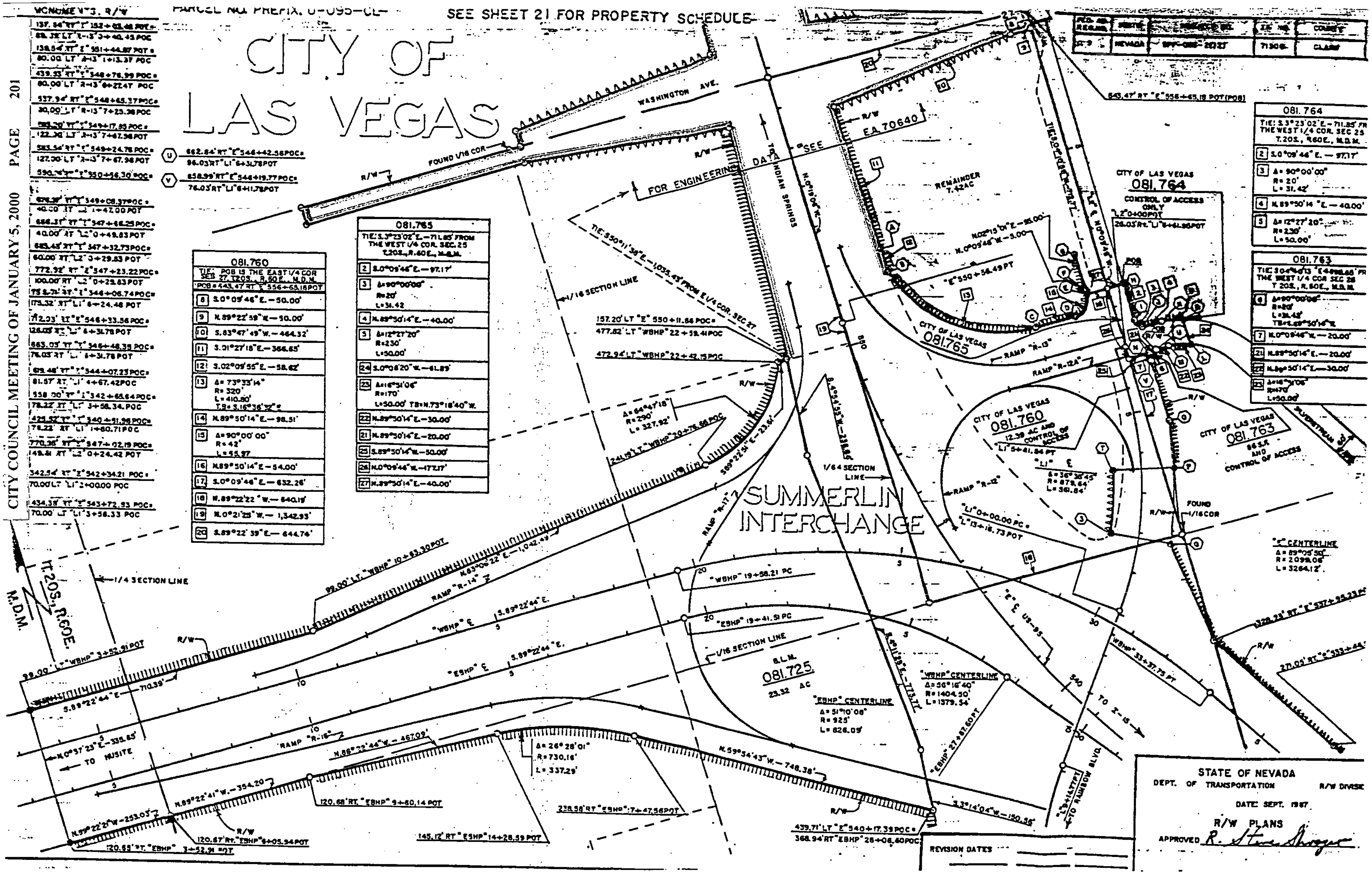
LOCATION AT WHICH ACCESS TO THE EXPRESSWAY IS PERMITTED BY THE STATE

TRAFFIC MOVEMENT IS PERMITTED OVER THE EXPRESSWAY BETWEEN HIGHWAY ENGINEER'S STATION'S "E" 539+38.23 P.O.C. TO "E" 540+28.23 P.O.C.

FHWA APPROVAL DATE 3/13/76
8/5/78

STATE OF NEVADA
DEPT. OF HIGHWAYS R/W DIVISION
DATE: JULY, 1976
R/W PLANS
APPROVED
CHIEF R/W ENGINEERING
SCALE: 1" = 200' SHEET 5 OF 24 SHEETS

REVISED: 11-19-76, 1-11-77, 2-15-77, 5-11-78



SEE SHEET 21 FOR PROPERTY SCHEDULE
CITY OF LAS VEGAS
WASHINGTON AVE.
FOUND 1/16 COR
FOR ENGINEERING DATA SEE E.A. 70640
TO INDIAN SPRINGS
REMAINDER 7.42 AC
CITY OF LAS VEGAS 081.764 CONTROL OF ACCESS ONLY
081.760
081.765
081.764
081.763
CITY OF LAS VEGAS 081.765
CITY OF LAS VEGAS 081.760 12.39 AC AND CONTROL OF ACCESS
CITY OF LAS VEGAS 081.763 AND CONTROL OF ACCESS
1/16 SECTION LINE
1/64 SECTION LINE
1/4 SECTION LINE
SUMMERLIN INTERCHANGE
B.L.M. 081.725 23.32 AC
"WBHP" CENTERLINE
"EBHP" CENTERLINE
"E" CENTERLINE
TO I-15
TO RAINBOW BLVD.
TO NUSITE
T.20S., R.60E. M.D.M.
STATE OF NEVADA
DEPT. OF TRANSPORTATION
R/W DIVISION
DATE: SEPT. 1987
R/W PLANS
APPROVED R. Steve Shroyer
REVISION DATES

C6-CL-
OF NEVADA DEPT OF HIGHWAYS

PROPERTY SCHEDULE

PARCEL	GRANTOR	GROSS AREA	PREV. ACQU.	NET AREA	R/W AREA	RECORDING DATA BK	DOC. NO.	DATE	REMARKS	
.501	RAINBOW BOULEVARD EXPRESSWAY-ALEXANDER RD.	2.31 Ac.		2.31 Ac.	2.31 Ac.	1477	1436116	10-20-81	REVISED: 9-23-76	
.502	FLOYD A. DAVIS, et al	4.30 Ac.		4.30 Ac.	4.30 Ac.	720	679249	3-23-77	G.B.S. DEED	
.503	CITY OF LAS VEGAS	2.33 Ac.		2.33 Ac.	2.33 Ac.	708	667024	2-15-77	TOTAL TAKE RESOL.	
.857	J. E. HUGHES, et al	5.12 Ac.		5.12 Ac.	3.77 Ac.	542 1791	501076 1750421	8/8/75 9-22-83	TOTAL TAKE G.B.S. UND. 3/4 INT.	1.34AC. SURPLUS Q.C. TO E.J.& L.R. DOTSON BK.1788 INST.1747987 8/16/83
.858	CLARK M. RALSTON, et al	10.61 Ac.		10.61 Ac.	10.61 Ac.	703	662329	1-31-77	G.B.S. DEED	
.975	EDWIN J. DOTSON, et ux	4,911 S.F.		4,911 S.F.	4,911 S.F.	830	789902	1/5/78	F.O.C.	
.982	ROBERT T. ASHTON, et al	5.12 Ac.		5.12 Ac.	5.12 Ac.	479	438465	12/6/74	TOTAL TAKE G.B.S. DEED	
.095	MONTE C. LAMB, et ux	0.60 Ac.		0.60 Ac.	0.60 Ac.	663	622544	9/24/76	TOTAL TAKE	
.096	ELEANOR S. LAMB	4.45Ac.		4.45Ac.	0.87 Ac.	671	630555	10/21/76	TOTAL TAKE REVISED: 3-27-78 G.B.S. DEED	1725 S.F. CRAIG RD, BK.1818, DOC.1777274, 10-12-83 Q.C. 4/28/87 BK.870428, DOC.538 3.54 AC.
.097	CLARK COUNTY	15,996 S.F.		15,996 S.F.	15,996 S.F.	708	667025	2-15-77	RESOL.	
.104	CITY OF LAS VEGAS	1.71 Ac.		1.71 Ac.	1.71 Ac.	708	667024	2-15-77	TOTAL TAKE RESOL.	
.105	ANN GRETA JONES	8.46 Ac.		8.46 Ac.	8.46 Ac.	869	828092	4/5/78	F.O.C.	
.106	CAMILLE NAFFAH	6.98 Ac.		6.98 Ac.	6.98 Ac.	714	673517	3-4-77	REVISED: 12-7-76 G.B.S. DEED	
.238	FRANZ JAKS, et ux	0.78 Ac.		0.78 Ac.	0.78 Ac.	688	647362	12/15/76	G.B.S. DEED	
.239	RICHARD C. PFISTER, et ux	13,915 S.F.		13,915 S.F.	13,915 S.F.	789	748378	9-19-77	G.B.S. DEED	
.270	EDNA R. LUNDGREN, et al	0.91 Ac.		0.91 Ac.	0.91 Ac.	688	647363	12/15/76	G.B.S. DEED	
.305	BERKELEY L. BUNKER, TRUSTEE, et al	4.40 Ac.		4.40 Ac.	4.40 Ac.	705	664939	2/8/77	G.B.S. DEED	
.306	LIONEL J. HEWITT, et ux	2.18 Ac.		2.18 Ac.	1.23 Ac.	525	484061	6/10/75	TOTAL TAKE G.B.S. DEED	SURPLUS Q.C. 10/17/86 861017 ; 822
.307	CLARK COUNTY	2.43 Ac.		2.43 Ac.	2.43 Ac.	708	667025	2-15-77	RESOL.	
.376	JACK Q. TURNER, et ux	45,066 S.F.		45,066 S.F.	19,355 S.F.	704	663016	2/2/77	TOTAL TAKE G.B.S. DEED •	
.405	T. E. SCHICK, et ux	34,785 S.F.		34,785 S.F.	12,740 S.F.	[illegible]	[illegible]	1/11/77 1/11/77	TOTAL TAKE Q.C. & G.B.S. DEEDS •	
.429	MALCOLM D. XISTLER, et ux	69,458 S.F.		69,458 S.F.	23,806 S.F.	402	361330	2/15/74	TOTAL TAKE G.B.S. DEED •	
.473	R. LA POINTE, et ux	69,302 S.F.		69,302 S.F.	22,377 S.F.	38	29823	6/4/70	TOTAL TAKE G.B.S. DEED (03-0006-00382) •	EA 70304-2 • SURPLUS Q.C. 3/2/89 890302; 450
.491	CITY OF LAS VEGAS	0.61 Ac.		0.61 Ac.	0.61 Ac.	708	667024	2-15-77	TOTAL TAKE RESOL.	
.518	DAVID LOOSE, et ux	34,599 S.F.		34,599 S.F.	10,632 S.F.	399	358711	2/5/74	TOTAL TAKE G.B.S. DEED •	
.541	JACK COLVIN, et ux	34,943 S.F.		34,943 S.F.	10,303 S.F.	398	357570	1/31/74	TOTAL TAKE G.B.S. DEED •	
.565	CHARLES R. SMANEY, et ux	37,998 S.F.		37,998 S.F.	23,850 S.F.	407	366806	3/11/74	TOTAL TAKE G.B.S. DEED •	
.604	L. P. CARDELL	37,503 S.F.		37,503 S.F.	5,238 S.F.	395	354136	1/17/74	TOTAL TAKE G.B.S. DEED •	
.607	WADE McLAUGHIN, et ux	37,503 S.F.		37,503 S.F.	2,775 S.F.	401	360753	2/13/74	TOTAL TAKE G.B.S. DEED •	
.611	NICHOLAS LA MONTE, et ux	——		——	——				PARCEL DELETED	
.621	CHARLES SALTON, et al	12.50 Ac.		12.50 Ac.	12.50 Ac.	945	904738	9-19-78	(FOC)	
6.743	CHARLES SALTON, et al	——		——	——	945	904738	9-19-78	ACCESS CONTROL ONLY (FOC)	
6.776	CHARLES SALTON, et al	——		——	——	945	904738	9-19-78	ACCESS CONTROL ONLY (FOC)	
6.948	CHARLES SALTON, et al	15,825 S.F.		15,825 S.F.		945	904738	9-19-78	DRAINAGE EASEMENT (FOC)	
16.998	CHARLES SALTON, et al	1.00 Ac.		1.00 Ac.	1.00 Ac.	945	904738	9-19-78	ACCESS RIGHTS PREV. ACQ. (FOC)	
32.012	U.S. GOVERNMENT	0.51 Ac.		0.51 Ac.	0.51 Ac.	1393	1352793	4-30-81	NEV062275 "C"-APP. 4-16-81	
35.619	FLOYD A. DAVIS, et al	12,475 S.F.		12,475 S.F.		870	829029	4-7-78	POWER LINE EASEMENT	
32.003	U.S. GOVERNMENT	7,156 S.F.		7,156 S.F.	7,156 S.F.	993	952956	1-9-79		
32.011	CITY OF LAS VEGAS	1999 S.F.		1999 S.F.	1999 S.F.					
32.013	DONNA F. BEAM	2,529 S.F.		2,529 S.F.	2,529 S.F.	944	903738	9-18-78	G.B.S. DEED	
32.014	MAURY ABRAMS, et al	7,186 S.F.		7,186 S.F.	7,186 S.F.	1254	1213357	7-17-80	G.B.S. DEED	

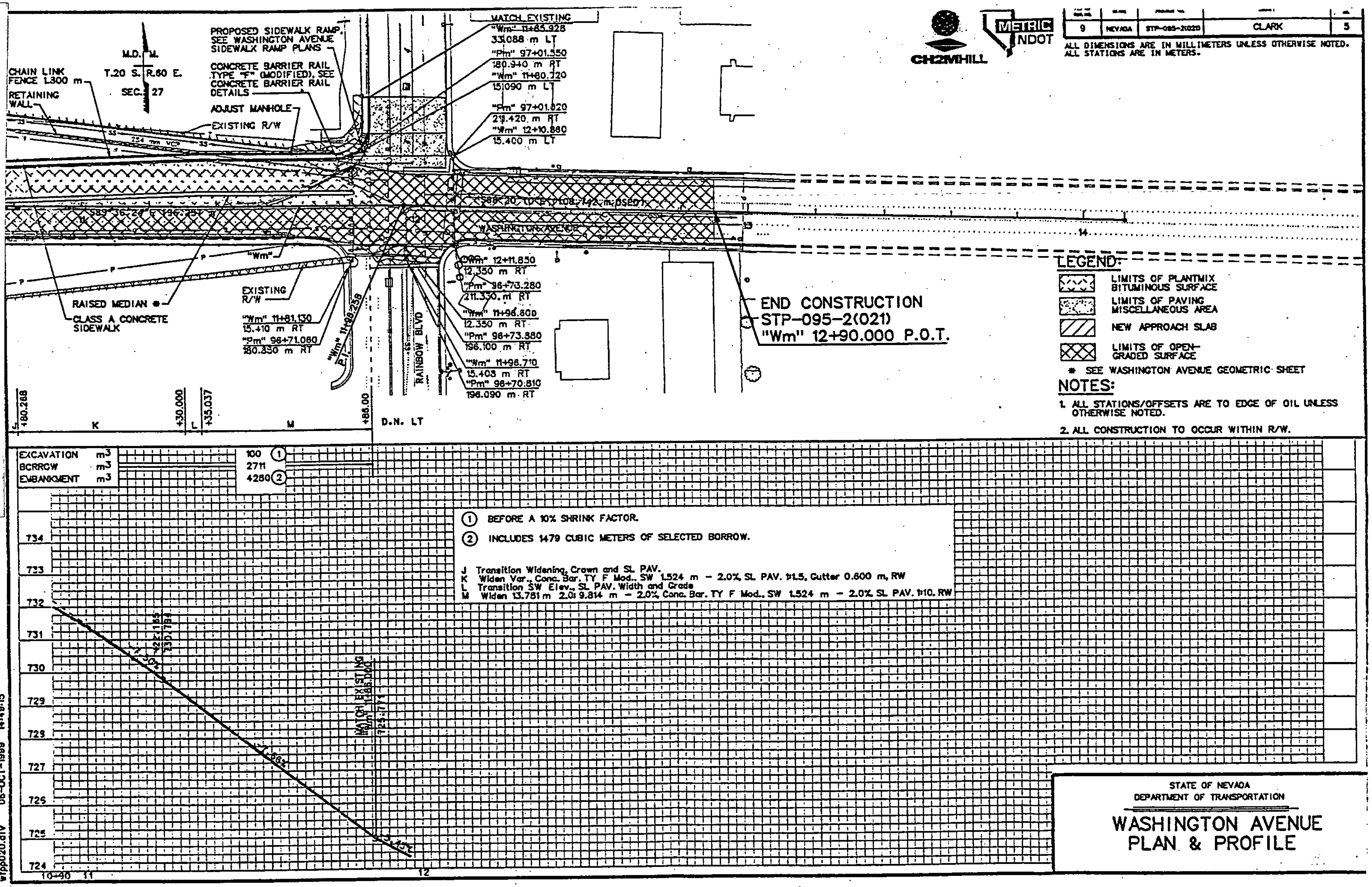
PARCELS 085.618, 086.640, AND 086.641 DELETED BY MEMO DATED 1/24/78

REV. 11-7-80

FHWA APPROVAL DATE 6-21-76 4-12-77
6/3/76 10/3/79

STATE OF NEVADA
DEP'T OF HIGHWAYS R/W DIVISION
DATE: AUGUST, 1975
R/W PLANS
APPROVED
SUPERVISOR, R/W ENGINEERING
SHEET 20 OF 24 SHEETS

REVISED: 5-6-76, 9-7-76, 9-27-76, 2-3-77, 3-10-77, 5-11-79, 10-1-79

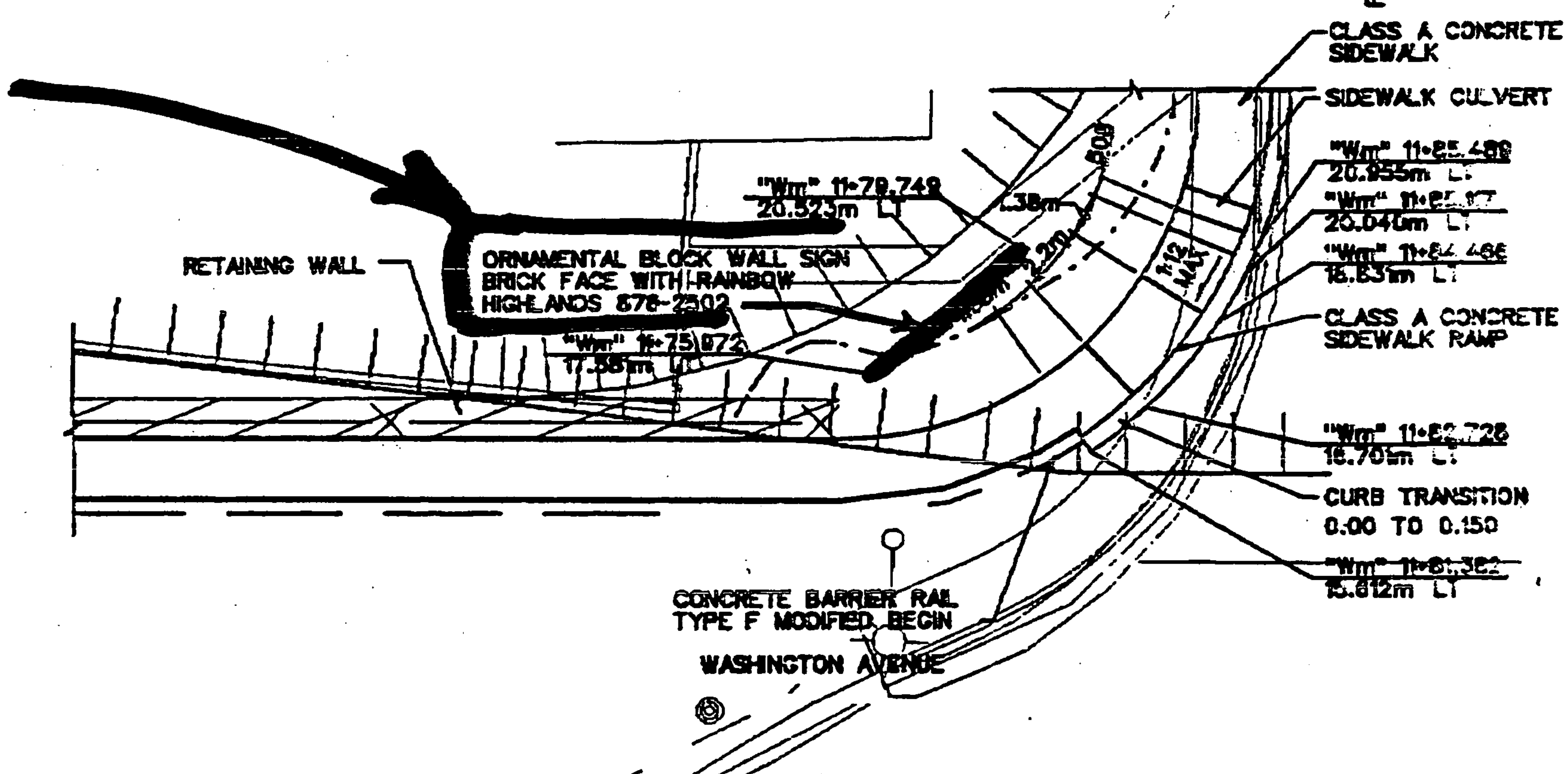

9 NEVADA STP-095-2(020) CLARK 5
CH2MHILL
METRIC NDOT
ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.
ALL STATIONS ARE IN METERS.
M.D. M.
T.20 S. R.60 E.
SEC. 27
CHAIN LINK FENCE 1.300 m
RETAINING WALL
PROPOSED SIDEWALK RAMP. SEE WASHINGTON AVENUE SIDEWALK RAMP PLANS
CONCRETE BARRIER RAIL TYPE "F" (MODIFIED). SEE CONCRETE BARRIER RAIL DETAILS
ADJUST MANHOLE
EXISTING R/W
MATCH EXISTING
"Wm" 11+85.928
33.088 m LT
"Pm" 97+01.550
180.940 m RT
"Wm" 11+80.720
15.090 m LT
"Pm" 97+01.020
211.420 m RT
"Wm" 12+10.860
15.400 m LT
WASHINGTON AVENUE
RAISED MEDIAN *
CLASS A CONCRETE SIDEWALK
EXISTING R/W
"Wm" 11+81.130
15.410 m RT
"Pm" 96+71.060
180.850 m RT
"Wm" 12+11.850
12.350 m RT
"Pm" 96+73.280
211.330 m RT
"Wm" 11+96.600
12.350 m RT
"Pm" 96+73.880
196.100 m RT
"Wm" 11+96.710
15.403 m RT
"Pm" 96+70.810
196.090 m RT
RAINBOW BLVD
END CONSTRUCTION
STP-095-2(021)
"Wm" 12+90.000 P.O.T.
LEGEND:
LIMITS OF PLANTMIX BITUMINOUS SURFACE
LIMITS OF PAVING MISCELLANEOUS AREA
NEW APPROACH SLAB
LIMITS OF OPEN-GRADED SURFACE
* SEE WASHINGTON AVENUE GEOMETRIC SHEET
NOTES:
1. ALL STATIONS/OFFSETS ARE TO EDGE OF OIL UNLESS OTHERWISE NOTED.
2. ALL CONSTRUCTION TO OCCUR WITHIN R/W.
+80.288 K +30.000 L +35.037 M +88.00 D.N. LT
EXCAVATION m3 100 (1)
BORROW m3 2711
EMBANKMENT m3 4280 (2)
(1) BEFORE A 10% SHRINK FACTOR.
(2) INCLUDES 1479 CUBIC METERS OF SELECTED BORROW.
J Transition Widening, Crown and SL PAV.
K Widen Var., Conc. Bar. TY F Mod., SW 1.524 m - 2.0% SL PAV. 1:1.5, Gutter 0.600 m, RW
L Transition SW Elev., SL PAV. Width and Grade
M Widen 13.781 m 2.0; 9.814 m - 2.0% Conc. Bar. TY F Mod., SW 1.524 m - 2.0% SL PAV. 1:10, RW
MATCH EXISTING
734
733
732
731
730
729
728
727
726
725
724
10+90 11 12
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
WASHINGTON AVENUE
PLAN & PROFILE
wfpp020.dlv 06-OCT-1999 14:49:15

100mm TYPE I
CLASS B
AGGREGATE BASE

Exhibit C

SIDEWALK SECTION (A)

1.524m



NW CORNER of WASHINGTON AVE & RAINBOW BLVD

NOTES:

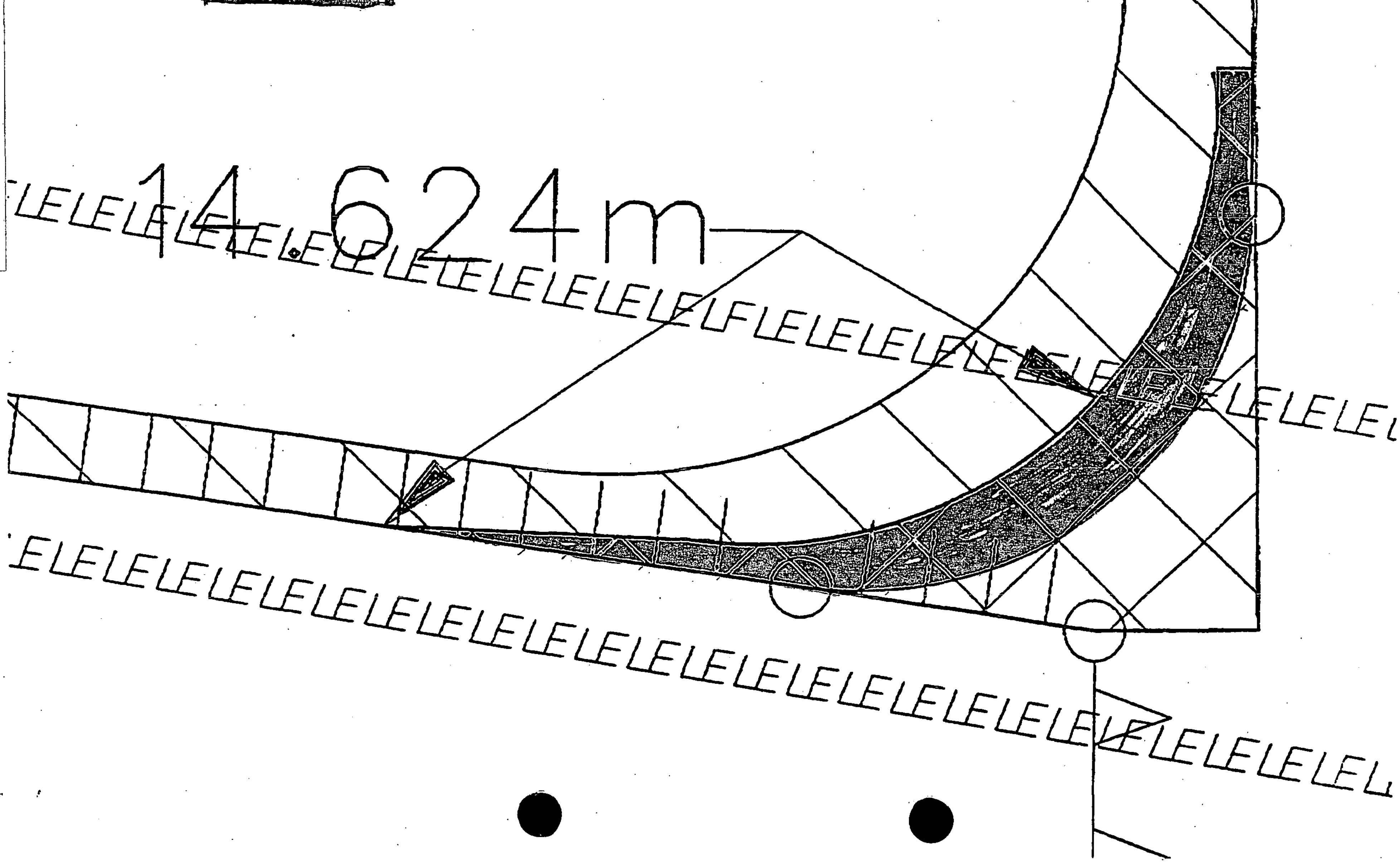
1. ALL CONSTRUCTION TO BE WITHIN RIGHT OF WAY.
2. CALLOUTS ARE TO E.O.
3. SEE SMOKE RANCH HANDICAP RAMP PLANS FOR SIDEWALK CULVERT DETAILS

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

WASHINGTON AVENUE HANDICAP RAMP PLANS

NW Corner of intersection of Smoke Ranch Road / Rainbow Blvd
R/W to be acquired, then relinquished to City

Exhibit D



City of Las Vegas

Agenda Item No.: 57

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of a participation contract with Clark County Regional Flood Control District and Centennial Centre L.L.C. for US 95 Channel between Centennial Parkway and the Rancho Detention Basin (49% of the cost or $1,956,930/Clark County Regional Flood Control District)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $1,956,930
[X]	**Budget Funds Available**	**Dept./Division:** PW/Engineering Planning
[ ]	**Augmentation Required**	**Funding Source:** CCRFCD

PURPOSE/BACKGROUND:
The CCRFCD, the City of Las Vegas and Centennial Centre L.L.C. entered into a participation contract to provide for design and construction of flood control improvements for the US 95 Channel from Centennial Parkway to the Rancho Detention Basin. The Participation Contract was approved by the CCRFCD on November 10, 1999. Total funding for this project shall not exceed $1,956,930.

RECOMMENDATION:
It is recommended that the City Council approve the attached participation contract and authorize the Mayor to execute the same on behalf of the City.

BACKUP DOCUMENTATION:
Participation Contract

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

PARTICIPATION CONTRACT
US 95 CHANNEL BETWEEN CENTENNIAL PARKWAY AND THE RANCHO DETENTION BASIN RCHO 0097

THIS PARTICIPATION CONTRACT is 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 the ''DISTRICT''), the City of Las Vegas, a municipal corporation within the state of Nevada (hereinafter referred to as the ''CITY'') and Centennial Centre L.L.C. (hereinafter referred to as ''CENTENNIAL'').

WITNESSETH

WHEREAS, pursuant to Chapter 543.360 of the Nevada Revised Statutes, the DISTRICT may approve the PROJECT to construct flood control improvements set forth herein; and

WHEREAS, the US-95 Channel from Centennial Parkway to the Rancho Detention Basin proposed herein is the same as identified in the Master Plan Update of the Las Vegas Valley, February 1997, Structure Numbers RCHO 0097 (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 priority list; and

WHEREAS, the design of the PROJECT is 90% complete; and

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

WHEREAS pursuant to this PARTICIPATION CONTRACT, CENTENNIAL agrees to be solely responsible at its sole cost and expense for the design and construction of the PROJECT subject to the right to seek reimbursement from the DISTRICT for a portion of the construction cost of the PROJECT.

WHEREAS, all drainage easements and permanent rights-of-way or rights-of-entry for construction of the PROJECT have been obtained to allow the construction of the PROJECT to commence; and

WHEREAS, the CITY, as the sponsoring agency, with participation by CENTENNIAL, agrees to provide the DISTRICT with the information required in NRS 543.580.

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

SECTION I - SCOPE OF PROJECT

This PARTICIPATION CONTRACT applies to the construction of the PROJECT shown on the attached ''Exhibit A''. The improvements to be designed and constructed shall consist of, but not be limited to, excavation and back fill, cast in place and precast structures, concrete lined open channels, transitions, storm drain laterals, drop inlets and related appurtenances (hereinafter the ''IMPROVEMENTS''). CENTENNIAL will be responsible for the design and construction of the PROJECT with the participation of the DISTRICT and the CITY as herein described.

SECTION II - PROJECT FUNDING

1. The DISTRICT agrees to fund a portion of the PROJECT COSTS within the limits specified below:

   a) The DISTRICT shall reimburse CENTENNIAL for forty-nine percent (49%) of the cost of construction (herein after defined) or $1,956,930, whichever is the lesser amount (hereinafter the ''District Costs''). The ''cost of construction'' shall be defined as the bid submitted by the lowest responsible and responsive bidder of three (3) Class A License contractors as described in subsection II of SECTION III (GENERAL), of this PARTICIPATION CONTRACT.

b) DISTRICT shall not participate in any other costs of the PROJECT including, but not limited to, right-of-way acquisition , those costs specified in Section II 2.(b), surveys or engineering services for the PROJECT.

c) The DISTRICT agrees to pay the District Costs to CENTENNIAL within 30 days of receipt of written notification by the CITY of the following conditions:

1. CENTENNIAL has satisfactorily completed construction of the PROJECT
2. The CITY and DISTRICT have accepted the PROJECT
3. CENTENNIAL has transferred to the CITY, at no cost or expense to the CITY, the EASEMENTS described in Exhibit B attached hereto and by this reference incorporated herein
4. CENTENNIAL has transferred to the CITY, at no cost or expense to the CITY, the IMPROVEMENTS and the title thereto

The CITY will be diligent in inspecting and accepting the PROJECT and agree to perform the necessary inspections or reinspections within 10 days after written notice from CENTENNIAL.

2. CENTENNIAL agrees to fund the PROJECT as specified below:

a) CENTENNIAL shall be responsible for paying the actual cost of construction of the PROJECT subject to the right of reimbursement from the DISTRICT as specified in the Regional Flood Control District Policies and Procedures - Section 13.5 - Developer Participation (Amended September 10, 1998) unless otherwise specifically modified by this PARTICIPATION CONTRACT and in accordance with Section II (PROJECT FUNDING)of this PARTICIPATION CONTRACT.

b) CENTENNIAL shall be solely responsible for the design costs of the PROJECT and the cost of, any reviews, plans checking, construction supervision, permits, environmental permits, materials testing, compaction testing, fees, inspections bonds or performance bonds.

c) CENTENNIAL shall construct the PROJECT, in conformance with the ''Clark County Area Nevada Uniform Standard Specifications (and Drawings Volume 1 and 2) for Public Works Construction Off-site Improvements.'' All testing results shall be submitted to the CITY for review and approval for concrete cylinder testing, compaction testing and Type 2 material testing. Any costs for retesting shall be performed by the CITY at CENTENNIAL's expense. Except for rebar shop drawings, CENTENNIAL shall submit, or cause to be submitted, shop drawing and submittals to the CITY for approval. Rebar shop drawings shall be submitted to EKN Engineering, Inc. Any costs associated with the review for rebar will be paid for by CENTENNIAL.

d) CENTENNIAL shall be solely responsible for all surveys and engineering services associated with this PROJECT including but not limited to the design of the PROJECT.

e) Prior to the start of any construction, CENTENNIAL shall comply, or require its contractor to comply, with the insurance and bonding requirements set forth in this PARTICIPATION CONTRACT and must warrant the PROJECT to the CITY and the DISTRICT for one year after its completion and acceptance by the DISTRICT and the CITY, against any and all defects, including but not limited to design and construction defects and/or negligent construction.

f) CENTENNIAL shall be solely responsible for all other costs and expenses associated with the PROJECT subject to the DISTRICT's reimbursement obligation set forth in Section II (PROJECT FUNDING), and the CITY'S obligation as set forth in this PARTICIPATION CONTRACT.

g) Upon completion of the construction of the PROJECT and acceptance by the CITY and DISTRICT, all maintenance responsibility for the PROJECT will be that of the CITY.

SECTION III - GENERAL

1. The CITY, with the participation of CENTENNIAL will provide the DISTRICT with a schedule indicating the anticipated dates for completion of final plans, specifications and estimators.

2. The title sheet of both the plans and the specifications shall show the Clark County Regional Flood Control District as a funding agency.

3. The award of bid for this PROJECT shall occur no later than March 15, 2000. The CITY and CENTENNIAL will take all reasonable steps possible to avoid delays in the construction of the PROJECT. If the award of bid for the PROJECT does not occur by March 15, 2000, a formal review will occur by both the DISTRICT's Technical Advisory Committee and the DISTRICT's Board of Directors. At that review, the CITY and CENTENNIAL

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. If the Board chooses to discontinue funding, the Board may cancel any Interlocal or PARTICIPATION CONTRACT(s) associated with the PROJECT and discontinue funding for the remainder of the PROJECT. Funding already spent, incurred or appropriated by the CITY or CENTENNIAL will not be required to be returned to the DISTRICT. If the DISTRICT discontinues funding, CENTENNIAL shall also have the right to discontinue funding the PROJECT and to cause all work upon the PROJECT to cease. PROJECT funding will be reconsidered at any time when CENTENNIAL can demonstrate that the PROJECT can proceed on an acceptable schedule. Notwithstanding the above, if CENTENNIAL discontinues the PROJECT it will, at its sole costs and expense, be responsible for any and all work necessary to insure that the water flows are retained in the same manner as prior to commencement of the PROJECT and CENTENNIAL will, be responsible for flood protection of their development prior to building.

4. The CITY and CENTENNIAL, their 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 and CENTENNIAL shall obtain an appropriate surety bond in an amount equal to or greater than the cost of construction of the PROJECT. CENTENNIAL may satisfy this obligation by requiring its CONTRACTOR to obtain such financial security so long as the security is acceptable to the CITY and DISTRICT and is for the benefit of

CENTENNIAL, the CITY and DISTRICT. CITY and CENTENNIAL shall be jointly and severally liable for the failure to obtain the appropriate financial security for construction of the PROJECT.

6. The CITY and CENTENNIAL shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY and CENTENNIAL with input relative to the following processes: 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 Manual, 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 this PARTICIPATION CONTRACT, or specifically waived by the DISTRICT and the CITY during the design review process.

8. Prior to the construction of the PROJECT, CENTENNIAL will submit plans and specifications to the DISTRICT and the CITY for review and approval. The PROJECT plans and specifications must be prepared and sealed by a professional engineer registered in the State of Nevada. The PROJECT will then be constructed in accordance with the approved plans and specification. The CITY and the DISTRICT will exercise their best efforts to review plans and specifications within 30 days of receipt. Any modifications to the CENTENNIAL proposed plans and specifications shall be subject to CENTENNIAL review and approval. Failure of the parties to agree upon an approved set of plans and specifications within ninety (90) days of submittal or resubmittal to the DISTRICT, will result in automatic termination of this PARTICIPATION CONTRACT and the

DISTRICT and CITY will be relieved of all obligations set forth in this PARTICIPATION CONTRACT and will have no payment obligation whatsoever or liability for damages of any kind.

9. CENTENNIAL is responsible for the design of the PROJECT and will ensure that all work is accomplished in accordance with professionally recognized standards.

10. The PROJECT is jointly funded with a combination of public and private monies and is excluded pursuant to NRS 543.545 from the provisions of NRS 332, 338 and 339 except that the requirements of NRS 338.010 to 338-090, inclusive, apply to any construction work performed pursuant to this PARTICIPATION CONTRACT. CENTENNIAL agrees to comply with all provisions of the Nevada Revised Statutes applicable to the PROJECT.

11. Subject to the terms and conditions stated herein, the DISTRICT will reimburse CENTENNIAL for the cost of construction as outlined in subsection 1 of SECTION II (PROJECT FUNDING) of this PARTICIPATION CONTRACT. Prior to commencement of construction of the PROJECT, CENTENNIAL shall obtain sealed bids from a minimum of three (3) class A License contractors selected by CENTENNIAL to perform the work based on approved plans and specifications. The sealed bids shall be opened in the presence of representatives of the DISTRICT, the CITY, and CENTENNIAL. The lowest responsible and responsive bid shall be used to establish the cost of construction. No compensation will be provided by the DISTRICT or the CITY for costs incurred by CENTENNIAL in soliciting or reviewing the bids.

12. CENTENNIAL shall award the construction contract to one of the three responsible and responsive bidders of its choice.

13. The DISTRICT and the CITY reserve the right to review and/or audit all of the records pertaining to this PROJECT both during and after the completion thereof. Accurate documentation of the work done and payments made for the PROJECT will be maintained by CENTENNIAL and the CITY for a period of three (3) years after final PROJECT approval and payment.

14. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the negligent actions or inactions of its employees, consultants, contractors or agents, excluding CENTENNIAL, arising under this PARTICIPATION CONTRACT and hereby holds the DISTRICT harmless therefrom. The CITY further agrees that if any litigation against the DISTRICT arise out of this PARTICIPATION AGREEMENT, it will indemnify, defend and hold harmless the DISTRICT.

15. CENTENNIAL 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 PARTICIPATION CONTRACT, CENTENNIAL further agrees to hold the DISTRICT and the CITY harmless therefrom.

16. Following completion of construction of this PROJECT, except as warranted by SECTION II, paragraph 2d above, the CITY will assume responsibility for maintenance and/or repairs that are necessary to protect the PROJECT and to provide a safe and functional facility.

17. In the event the items covered herein have not been completed to the satisfaction of the DISTRICT prior to September 15, 2001, plus extensions for delays reasonably outside of the control of CENTENNIAL and its agents, employees and contractors (but no extensions shall be

granted based on financial inability or for any delays caused by the fault of CENTENNIAL, or its agents, employees or contractors), which extensions are reasonably acceptable to the DISTRICT, the DISTRICT may, at any time thereafter, terminate this PARTICIPATION CONTRACT and CENTENNIAL agrees to reimburse the DISTRICT for all funds previously paid under this PARTICIPATION CONTRACT.

18. Any costs found to be improperly allocated to this PROJECT will be refunded to the DISTRICT.

19. Any notice or submittal required to be given herein shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or U.S. mail at the following addresses:

TO DISTRICT: Clark County Regional Flood Control District
Attn: Gale Wm. Fraser, II, P.E.
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106

TO CITY: City Planning Engineer
Charles Kajkowski, P.E.
731 S. 4th Street
Las Vegas, Nevada 89101

TO CENTENNIAL: Attn: Bruce Barton
7448 W. Sahara Avenue
Las Vegas, NV 89117

20. Nevada law shall govern the interpretation of this PARTICIPATION CONTRACT.

21. CENTENNIAL, at its own expense, shall obtain and maintain, for the duration of the construction of the PROJECT, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with CENTENNIAL or its CONTRACTOR, the CITY AND DISTRICT's negligence or fault in the performance of the work hereunder by CENTENNIAL or its CONTRACTOR, its agents, representatives, employees, or subcontractors of any tier. CENTENNIAL will provide the DISTRICT and the CITY with certificates of insurance for coverage as listed below and endorsements, establishing coverage required by this PARTICIPATION CONTRACT prior to commencement of construction of the PROJECT. The certificate of endorsements for each insurance policy is to be signed by a person authorized by the insurer and licensed by the State of Nevada.

22. CENNTENNIAL will obtain and maintain, or cause to be obtained and maintained, in full force and effect for the PROJECT, the following insurance coverages:

a) Contractor's Course of Construction Insurance (All-Risk Coverage) insuring the Project against physical loss and damage from all perils (including flooding) in the amount of $2,000,000 per occurrence and $5,000,000 in aggregate.

b) Comprehensive or Commercial General Liability, including premises, operations, contractual, explosion, collapse, and underground (XCU) hazards with minimum limits of $5,000,000 per occurrence and $10,000,000 in the aggregate. The DISTRICT and the CITY and their officers, employees and volunteers shall be named as additional insured parties thereunder.

c) Comprehensive Automobile Liability covering owned, hired and nonowned vehicles, with minimum limits of $1,000,000 per person, $5,000,000 per accident for bodily injury, and $10,000,000 property damage, or combined single limit $1 million.

d) Workers' Compensation Insurance as required by law, including Employer's Liability with minimum limits of $10,000,000 per occurrence.

e) All of the insurance described above shall be maintained in effect until the PROJECT has been accepted by the CITY and the DISTRICT. In addition, Comprehensive or Commercial General Liability insurance shall be maintained continuously until six years from completion and acceptance of the PROJECT by the CITY and the DISTRICT pursuant to this PARTICIPATION CONTRACT, so long as said policies are commercially available. CENTENNIAL shall give the CITY and the DISTRICT at least 30 days written notice prior to any material change or cancellation of said coverage, either in whole or in part, and the failure of CENTENNIAL to give said notice as required shall be a default by CENTENNIAL under this PARTICIPATION CONTRACT.

f) All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $60,000. All aggregates must be fully disclosed and the amount entered on the required certificate. Any notice given to CENTENNIAL or its CONTRACTOR with respect to exhaustion of limits of insurance shall also be sent to the DISTRICT and the CITY. Adequacy of the insurance supplied by CENTENNIAL or its CONTRACTOR, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the DISTRICT and CITY.

g) CENTENNIAL or it's CONTRACTOR's insurance shall be primary with respect to the DISTRICT and the CITY, their officers, employees, and volunteers. The insurance and bonding requirements specified in this PARTICIPATION CONTRACT do not relieve or limit the liability of CENTENNIAL or its CONTRACTOR to the DISTRICT or other persons and CENTENNIAL or its CONTRACTOR is encouraged to purchase such additional insurance as it deems necessary.

h) If CENTENNIAL or its CONTRACTOR fail to maintain any of the insurance coverage required herein, the DISTRICT and the CITY will have the option after giving 10 days written notice to declare CENTENNIAL in breach thereof, and to either (i) terminate this PARTICPATION CONTRACT, (ii) purchase replacement insurance; or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. CENTENNIAL is responsible for any expenses paid by the DISTRICT to maintain such insurance and the DISTRICT may collect the same from CENTENNIAL or deduct the amount paid from any sums due CENTENNIAL under this PARTICIPATION CONTRACT.

23. Notwithstanding any of the insurance requirements set forth in Section 21, and not in lieu thereof, CENTENNIAL shall protect, indemnify and hold the DISTRICT and the CITY, their officers and employees, harmless

from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs (collectively herein the ''Claims'') which the DISTRICT and the CITY, their officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of CENTENNIAL, its contractors, agents or anyone employed by CENTENNIAL, its contractors or agents, in the performance of this PARTICIPATION CONTRACT.

As part of obligation hereunder, CENTENNIAL shall, at its own expense, defend the DISTRICT and the CITY, their 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 CENTENNIAL, its contractors or agents, for and against which CENTENNIAL is obligated to indemnify the DISTRICT and the CITY. If CENTENNIAL shall fail to do so, the DISTRICT and/or 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 CENTENNIAL.

24. CENTENNIAL shall furnish, or cause its contractor to furnish the necessary bonds covering the faithful performance of the construction of the PROJECT, ensuring payment of all obligations arising thereunder and guaranteeing the workmanship of the construction thereof. Such bonds shall be in a form and amount acceptable to the CITY.

Prior to the start of any construction on the PROJECT, and no later than ten (10) calendar days after the execution by CENTENNIAL of the construction contract for the PROJECT, CENTENIAL shall furnish the following bonds to the CITY:

(a) Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the construction contract price.

(b) Performance Bond in the amount of one hundred percent (100%) of the construction contract price.

(c) Guaranty Bond in the amount of one hundred percent (100%) of the construction contract price. The Guaranty Bond will go into effect when the PROJECT is accepted by the DISTRICT and the CITY and remain in effect for a period of 1 year after completion of the project.

The aforementioned bonds shall be written on the bond forms provided by the CITY. CENTENNIAL shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney. If any of the aforementioned bonds are prepared by a licensed non-resident agent, such bonds must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300. The aforementioned bonds must be issued by a surety authorized and licensed to do business in the State of Nevada and listed in the Department of Treasury, Fiscal Service, (Department Circular 570, Current Revision) as acceptable sureties on Federal projects. Individual surety bonds are not acceptable to the CITY.

25. Title to the PROJECT, including EASEMENTS and the IMPROVEMENTS, must be transferred to the CITY at no cost or expense, free of any and all liens, restrictions, obligations, covenants, EASEMENTS and/or

encumbrances unless such liens, restrictions, obligations, covenants, EASEMENTS and/or encumbrances have been approved by the CITY in writing which approval shall not be unreasonably withheld. CENTENNIAL agrees that any and all liens, restrictions, obligations, covenants, EASEMENTS and/or encumbrances which arise after the transfer of the EASEMENTS and the IMPROVEMENTS and are based in whole on in part on CENTENNIAL and/or its CONTRACTOR actions, CENTENNIAL agrees to indemnify, defend and hold harmless the DISTRICT and CITY and free of any defects from the PROJECT and remove any liens, restrictions, obligations, covenants, EASEMENTS and/or encumbrances from the PROJECT including the EASEMENTS and IMPROVEMENTS.

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CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

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

****

CITY OF LAS VEGAS

DATE OF COUNCIL ACTION:

1/5/2000

ATTEST

Barbara Jo Ronemus

BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

BY: Oscar Goodman

OSCAR B. GOODMAN, MAYOR

Approved As To Form:

Robert S. Sylvain 12-30-99

Robert S. Sylvain, Deputy City Attorney

****

CENTENNIAL CENTRE L.L.C.

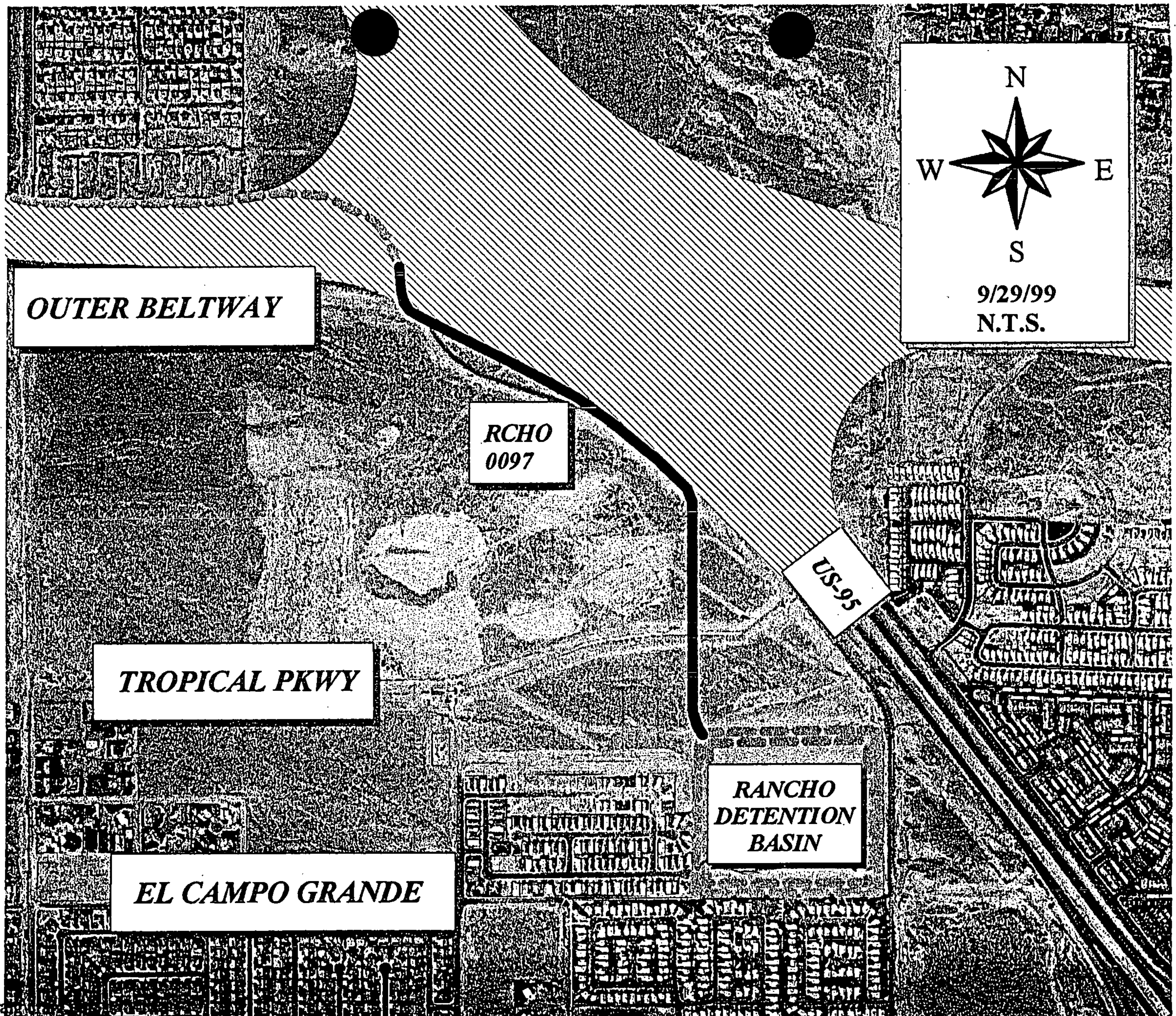
Russell W. Dorn

Manager RUSSELL W. DORN

Attest:

Bruce G. Barton

BRUCE G. BARTON



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CITY OF LAS VEGAS
EXHIBIT A - RANCHO ROAD SYSTEM (CENTENNIAL PKWY TO RANCHO DETENTION BASIN)

EXHIBIT B (1 of 2)

MPU FACILITY EASEMENT

THAT PORTION LYING IN THE NORTH HALF QUARTER (N 1/2) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE W1/16 CORNER COMMON WITH SECTION 21 AND SECTION 28 THENCE SOUTH 00°26'01" EAST, A DISTANCE OF 57.41 FEET TO THE NORTH LINE OF PARCEL 2 AS PER PARCEL MAP IN FILE 94, PAGE 92 AT THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE SOUTH 86°03'13" EAST, DISTANCE OF 48.66 FEET THENCE SOUTH 89°40'12" EAST, A DISTANCE OF 383.12 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A 1092.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 315.10 FEET, THROUGH A CENTRAL ANGLE OF 16°31'58"; THENCE SOUTH 73°08'14" EAST A DISTANCE OF 294.42 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A 3392.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 180.70 FEET, THROUGH A CENTRAL ANGLE OF 03°03'08" **TO THE POINT OF BEGINNING;** THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE HAVING 3392.00 FOOT RADIUS, AN ARC DISTANCE OF 1242.44 FEET THROUGH A CENTRAL ANGLE OF 20°59'12"; THENCE SOUTH 49°05'54" EAST, A DISTANCE OF 410.72 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A 3892.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 194.57 FEET, THROUGH A CENTRAL ANGLE OF 2°51'52" TO A COMPOUND CURVE HAVING A 266.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 212.68 FEET, THROUGH A CENTRAL ANGLE OF 45°48'36"; THENCE SOUTH 00°25'27" EAST A DISTANCE OF 1295.87 FEET TO A CURVE CONCAVE TO THE EAST HAVING A 235.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 122.06 FEET THROUGH A CENTRAL ANGLE OF 32°58'16"; THENCE SOUTH 89°03'07" WEST, A DISTANCE OF 17.66 FEET, ALSO BEING THE NORTHWEST CORNER OF PARCEL 9 AS SHOWN IN FILE 86, PAGE 64 OF PARCEL MAPS; THENCE SOUTH 00°57'11" WEST, A DISTANCE OF 27.42 FEET TO A NON-TANGENT CURVE HAVING A 265.00 FOOT RADIUS, FROM WHICH A RADIAL LINE BEARS SOUTH 56°36'18" WEST; THENCE NORTHEASTERLY ALONG THE CURVE AN ARC DISTANCE OF 152.49 FEET; THENCE NORTH 00°25'27" WEST, A DISTANCE OF 1280.22 FEET, TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A 220.00 FOOT RADIUS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 174.54 FEET TO A COMPOUND CURVE HAVING A RADIUS OF 3846.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 44°07'11" EAST; THENCE NORTHWESTERLY ALONG SAID COMPOUND CURVE AN ARC DISTANCE OF 216.01 FEET THROUGH A CENTRAL ANGLE OF 03°13'05"; THENCE NORTH 49°05'54" WEST, A DISTANCE OF 410.72 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A 3346.00 FOOT RADIUS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 1211.41 FEET, THROUGH A CENTRAL ANGLE OF 20°44'38", THENCE NORTH 02°47'22" EAST, A DISTANCE OF 48.17 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 3.09 ACRES MORE OR LESS

BASIS OF BEARING

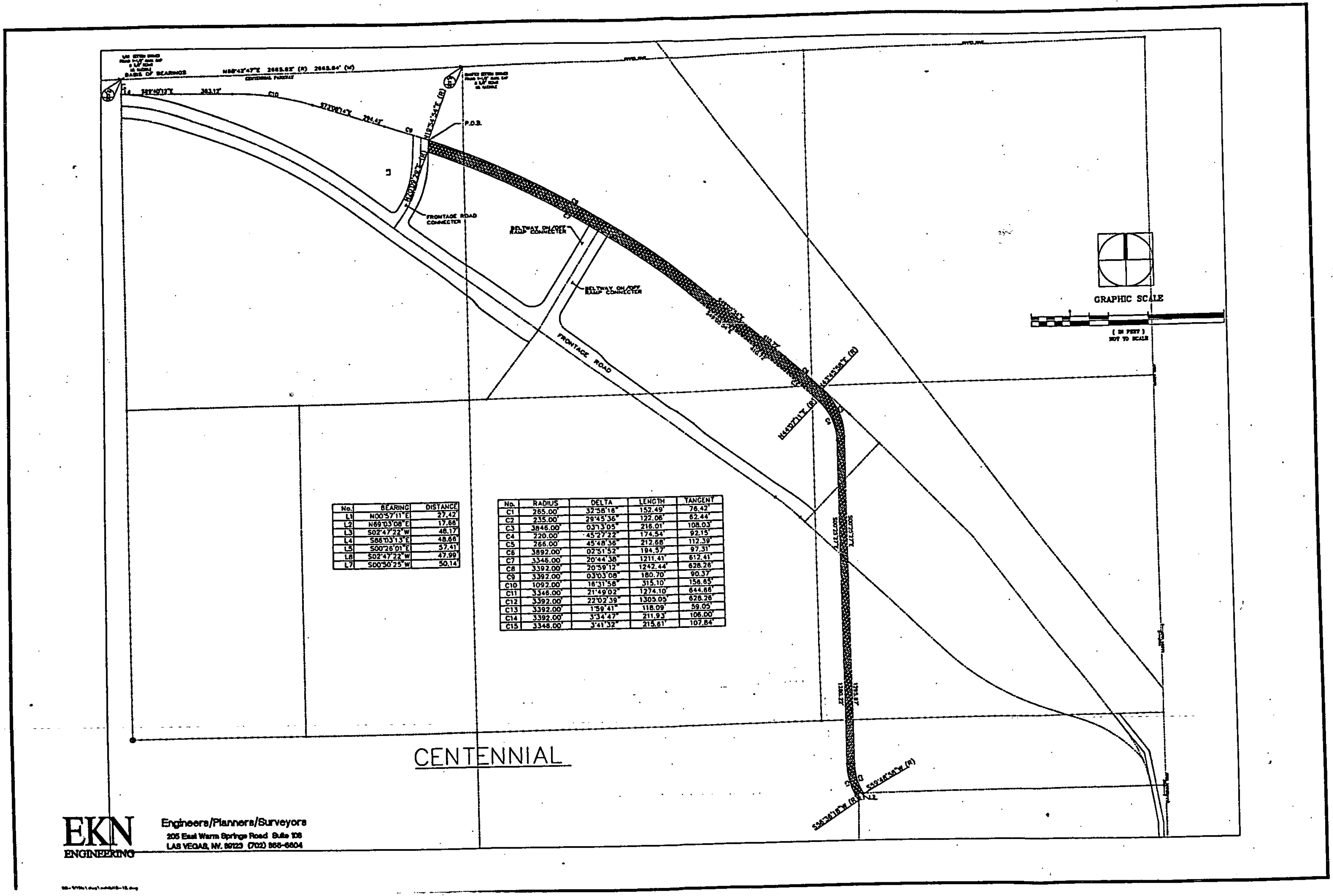
N88°42'27"E FROM THE NORTHWEST CORNER OF SECTION 28, T.19S., R.60E., M.D.M., MARKED WITH A 2 1/2" G.L.O. BRASS CAP ON A 2" IRON PIPE TO THE NORTH QUARTER CORNER OF SAID SECTION 28, MARKED WITH A 1 1/2" ALUMINUM CAP, PER RECORD MAP OF SURVEY FOR NORTHERN/WESTERN SEGMENT OF THE LAS VEGAS BELTWAY, RECORDED IN FILE 89, PAGE 3, OF SURVEYS, CLARK COUNTY RECORDS, NEVADA.

PROFESSIONAL LAND SURVEYOR-STATE OF NEVADA
MARTIN T. SPRAGUE
No. 10355

10/7/99

EXHIBIT B

(2 of 2)



No.	BEARING	DISTANCE
L1	N00°57'11"E	27.42'
L2	N69°03'08"E	17.66'
L3	S02°47'22"W	46.17'
L4	S86°03'13"E	48.66'
L5	S00°26'01"E	57.41'
L6	S02°47'22"W	47.99'
L7	S00°30'25"W	50.14'

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	265.00'	32°58'16"	152.49'	76.42'
C2	235.00'	29°45'36"	122.06'	62.44'
C3	3846.00'	03°13'05"	216.01'	108.03'
C4	220.00'	45°27'22"	174.54'	92.15'
C5	266.00'	45°48'36"	212.68'	112.39'
C6	3892.00'	02°51'52"	194.57'	97.31'
C7	3346.00'	20°44'38"	1211.41'	612.41'
C8	3392.00'	20°59'12"	1242.44'	628.26'
C9	3392.00'	03°03'08"	180.70'	90.37'
C10	1092.00'	16°31'58"	315.10'	158.65'
C11	3346.00'	21°49'02"	1274.10'	644.66'
C12	3392.00'	22°02'39"	1305.05'	628.26'
C13	3392.00'	1°59'41"	118.09'	59.05'
C14	3392.00'	3°34'47"	211.93'	106.00'
C15	3348.00'	3°41'32"	215.61'	107.84'

NRS 244A.497 Technical advisory committee.

1. In each county there shall be appointed a technical advisory committee to be designated as the county sewage and waste water advisory committee.

2. The advisory committee consists of two members appointed by the board, three members appointed by the governing body of the most populous city in the county, two members appointed by the governing body of the second most populous city in the county, one member appointed by the governing body of each other city in the county, and one member appointed by the governing body of each water district, sanitation district or water and sanitation district in the county having within its boundaries a population of 5,000 or more.

3. Each appointee shall be an employee of the municipality or district whose governing body is required to make the appointment and shall at the time of that employment be actively engaged in the operation or management of sewer or water facilities within the municipality or district, except the county prior to its operation of facilities.

4. Each appointee shall serve without additional compensation or fidelity bond for his duties as a member of the advisory committee and remains a member until death or resignation or his termination as a member, with or without cause, by the governing body of the appointing municipality or district and its appointment of his successor. The governing body of an appointing municipality or district shall in any case terminate the membership on the advisory committee of any of its appointed members within a reasonable time after any member ceases to be employed by the municipality or district in sewer or water work and shall appoint a successor with the required qualifications.

5. The committee shall elect such officers from within its membership, fix such time and place of meetings, adopt such rules of procedure and keep such records all as in its sole discretion it shall determine to be consistent with the purposes of NRS 244A.455 to 244A.573, inclusive.

6. No member of the advisory committee may be interested in any contract or transaction with the county under consideration by the advisory committee except in his official representative capacity or in his capacity as a public officer or employee.

7. The advisory committee shall proceed immediately upon appointment and at all times thereafter diligently to inform itself as to all laws, matters and things which may be of significance in maintaining the quality of collection, disposal and treatment of sewage and waste water in the county and the consequent purity of water within the county. The advisory committee shall also advise the board of conditions which in the judgment of the advisory committee require action by the board, and make recommendations in regard thereto.

8. It is the intent of NRS 244A.455 to 244A.573, inclusive, that the existence and activities of the advisory committee in no way diminish the responsibility of the board or the officers of the county in fulfilling the legislative declaration expressed in NRS 244A.459 and in performing its duties as the master agency of the county in these matters.

City of Las Vegas

Agenda Item No.: 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to file a Right-of-Way Grant application with the Bureau of Land Management for sewer purposes on portions of land lying within the Northwest Quarter (NW ¼) of Section 5, T20S, R60E, M.D.M., located along El Capitan Way, north of Craig Road, Red Coach Avenue and Kraft Avenue, west of El Capitan Way

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Right-of-Way Grant for Ingress and Egress Purposes from the First Interstate Bank of Nevada, Trustee, who acquired title as Bank of Nevada Trustee as to an undivided one-half (1/2) interest; Francis Bayard Rives, II as to an undivided one-twelfth (1/12) interest; Mary L. Rives as to an undivided one-twelfth (1/12) interest; Christopher L. Rives as to an undivided one-twelfth (1/12) interest; Robert Kellam (aka Bayard Kellam) as to an undivided one-twelfth (1/12) interest; Leigh R. Jenkins as to an undivided one-twelfth (1/12) interest and Laurance B. Rand, III, as to an undivided one-twelfth (1/12) interest, as tenants in common for a portion of the Southeast Quarter (SE ¼) of Section 3, T21S, R61E, M.D.M., for an Ingress and Egress easement located on the west side of Maryland Parkway, north of Sahara Boulevard (11-15-99) 162-03-802-005

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Right-of-Way Grant for Drainage Purposes from the First Interstate Bank of Nevada, Trustee, who acquired title as Bank of Nevada Trustee as to an undivided one-half (1/2) interest; Francis Bayard Rives, II as to an undivided one-twelfth (1/12) interest; Mary L. Rives as to an undivided one-twelfth (1/12) interest; Christopher L. Rives as to an undivided one-twelfth (1/12) interest; Robert Kellam (aka Bayard Kellam) as to an undivided one-twelfth (1/12) interest; Leigh R. Jenkins as to an undivided one-twelfth (1/12) interest and Laurance B. Rand, III, as to an undivided one-twelfth (1/12) interest, as tenants in common for a portion of the Southeast Quarter (SE ¼) of Section 3, T21S, R61E, M.D.M., for an Ingress and Egress easement located on the west side of Maryland Parkway, north of Sahara Boulevard (11-15-99) 162-03-802-005

Fiscal Impact

[X] 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 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a change of the City's representative on the County Sewage and Wastewater Advisory Committee

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	Public Works/Environmental
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
The County Sewage and Wastewater Advisory Committee (SWAC), was established by the Nevada State Legislature in 1973. The City has 3 members on this committee. Debra K. Bolding, WPCF Lab Director, a SWAC member, is retiring. This item appoints Terry Hughes, WPCF Operations & Maintenance Supervisor as a SWAC member to replace Ms Bolding.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
copy of NRS 244A.497

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 62

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of continued funding of a contract modification with Beverage and Diamond for legal services in regard to environmental issues ($300,000/Enterprise Fund)

Fiscal Impact

[ ] No Impact	**Amount:** $300,000
[X] Budget Funds Available	**Dept./Division:** Public Works/Environmental
[ ] Augmentation Required	**Funding Source:** Enterprise Fund

PURPOSE/BACKGROUND:
Since 1991, we have had a contract with Beverage & Diamond for legal services in regard to environmental issues. This contract is on an hourly basis, and was last funded in Sep 98. Over time we have depleted the funding of this contract. We need to fund this contract for the future. The Department of Public Works has ongoing interaction with regulating agencies that control our permits. The expertise provided by the specialists we employ on an hourly basis cannot be provided by City staff.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

City of Las Vegas

Agenda Item No.: 63

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2000

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the Engineering Design Services Agreement with the Louis Berger Group, Inc. for engineering design services of the Sahara Avenue and Mesquite Avenue Sewer Rehabilitation ($100,570.70/Sanitation Funds)

Fiscal Impact

[ ]	No Impact	**Amount:**	$100,570.70
[X]	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ]	Augmentation Required	**Funding Source:**	Sanitation Funds

PURPOSE/BACKGROUND:
The City desires to design the improvements to existing sanitary sewer mains located in Sahara Avenue between Las Vegas Boulevard and Valley View Boulevard and in Mesquite Avenue between I-515 and Eastern Avenue.

RECOMMENDATION:
The Director of Public Works recommends that the City Council approve the Engineering Design Services Agreement with the Louis Berger Group, Inc. for engineering design services on the Sahara Avenue and Mesquite Avenue Sewer Rehabilitation.

BACKUP DOCUMENTATION:
Engineering Design Services Agreement (2)

MOTION:
M. McDONALD - Motion to APPROVE Items 3 through 75 - UNANIMOUS with L. McDONALD abstaining on Item 3, as it relates to UNLV where she is the Marketing and Community Relations Director, and GOODMAN abstaining on Items 43, 66, 69, and 71 to avoid any possible conflict because of property ownership near those areas

MINUTES:
There was no related discussion.

(9:24 - 9:26)
1-288

ENGINEERING DESIGN SERVICES AGREEMENT FOR SAHARA AVENUE AND MESQUITE AVENUE SEWER REHABILITATION PROJECT

THIS AGREEMENT is made and entered into this 5th day of January, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and THE LOUIS BERGER GROUP, INC., a ______________ corporation (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the improvements to existing sanitary sewer mains located in Sahara Avenue between Las Vegas Boulevard and Valley View Boulevard and in Mesquite Avenue between I-515 and Eastern Avenue (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 Thomas Lane, 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 $100,570.70 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 $79,653.70 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 $20,917.00 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 $250,000 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 is 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. 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

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:	Theresa M. Hanrahan, P.E. Engineering Project Manager City of Las Vegas 400 East Stewart Avenue Las Vegas, Nevada 89101 Fax: (702) 382-3232
TO CONSULTANT:	Thomas D. Lane, P.E. Project Manager Louis Berger & Associates, Inc. 500 Amigo Court Las Vegas, Nevada 89123

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. Sylvain 11-23-99
Robert S. Sylvain Date
Deputy City Attorney

THE LOUIS BERGER GROUP, INC.

By: ______________________
ROGER PATTON
Its: Vice President

"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

PROFESSIONAL SERVICES AGREEMENT
FOR
THE REHABILITATION OF THE SEWER FACILITIES ON SAHARA AVENUE AND MESQUITE AVENUE

EXHIBIT "A"
SCOPE OF SERVICES

A. DEFINITIONS

Selected terms used in this Exhibit "A" - Scope of Services are defined below:

- CITY shall mean the City of Las Vegas, a Municipal Corporation and political subdivision of the State of Nevada.
- CONSULTANT shall mean The Louis Berger Group, Inc.
- PROJECT shall mean the technical studies; design; preparation of contract documents, construction drawings, specifications, quantity calculations and cost estimates to rehabilitate the existing sewer facilities in Sahara Avenue from Valley View Boulevard to Las Vegas Boulevard and in Mesquite Avenue from US-95 to Eastern Avenue.

B. PROJECT DESCRIPTION

The PROJECT will be conducted in two phases, an evaluation phase and design phase.

Evaluation Phase:

The PROJECT will evaluate the condition of the existing sewer pipe in Sahara Avenue and in Mesquite Avenue within the PROJECT limits as defined above and develop recommendations for the rehabilitation or replacement of the pipe..

Alternative trenchless technologies will be investigated in order to identify trenchless technologies which are applicable, practical and potentially economical for the conditions of the PROJECT when compared against conventional replacement.

Design Phase:

The CONSULTANT will prepare a design, PS & E and contract documents for the sewer pipe rehabilitation. The design and contract documents will be flexible enough to allow Contractors to bid using one of several trenchless technologies.

Projects in Sahara Avenue and in Mesquite Avenue may be bid separately or together.

C. BASIC SERVICE TASKS

Task 100 Evaluation Phase.

Task 101 **Project Management.** The CONSULTANT will assign a Project Manager who will administer day-to-day work and inter related activities, manage personnel and resources and monitor schedules and budgets.

The CONSULTANT will meet periodically with City representatives to review progress, review findings and seek direction. The CONSULTANT will also coordinate with NDOT and the NDOT project to reconstruct I-15 and construct flood control facilities at Sahara Avenue.

Task 102 **Evaluate the Need to Repair or Replace the Existing Sewer Pipe.** Propipe will be used as a subconsultant to prepare a videotape of the inside of the existing sewer pipe in Sahara Avenue and in Mesquite Avenue. Based on a review of the videotape, the sections of pipe which are in poor condition will be identified. Based on previous information, it is believed that the entire length of pipe on Mesquite Avenue is in need of rehabilitation and that major sections of the pipe on Sahara Avenue are in need of rehabilitation.

The condition of the existing pipe will be recorded, station to station, in a Condition Report.

Task 103 **Evaluation of Trenchless Technologies.** Manufacturers of trenchless methods of repairing sewer pipe will be contacted to solicit product and service information which will allow the CONSULTANT to judge the applicability of the specific technologies to the PROJECT conditions.

The intent of the evaluation is to be inclusive. Rather than excluding less promising technologies, the emphasis will be to include a wide range of technologies and use the bidding process to make the final selection. Technologies or construction methods which are unproven may be eliminated. Technologies which would significantly reduce the flow capacity of the sewer may also be eliminated.

Sample specifications will be solicited from each manufacturer and evaluated for the practicality of inclusion in the bid document.

The CONSULTANT will prepare an evaluation report recommending the specific trenchless technologies to be included in the bid documents.

Task 104 **Preparation of Design Recommendation Report.** A report will be prepared which includes the Condition Report, an evaluation of trenchless technologies, recommendations of the sections of pipe to be rehabilitated, recommendations of the trenchless technologies to be included in the contract documents, a discussion of the feasibility of replacing the existing pipe (vs. rehabilitation) and preliminary comparative cost estimates for rehabilitating or replacing the pipes. Draft technical specifications for alternative trenchless technologies will also be provided.

Traffic control requirements may be specific to the alternative technologies proposed. Traffic control design will be generic in nature with specific requirements left to the Contractor to design.

Task 200 **Design Phase Project Management.** The CONSULTANT will assign a Project Manager who will administer day-to-day work and inter related activities, manage personnel and resources and monitor schedules and budgets.

The CONSULTANT will meet periodically with City representatives to review progress, review findings and seek direction. The CONSULTANT will also coordinate with NDOT and the NDOT project to reconstruct I-15 and construct flood control facilities at Sahara Avenue.

Task 300 **70% Design.**

Task 301. **Surveying**. The Mesquite Avenue sewer has been surveyed to identify manhole coordinates, rim elevation and invert and top of pipe elevations for the inlet and outlet pipes in each sewer manhole.

The CONSULTANT will obtain this information by field survey for Sahara Avenue.

Aerial survey, topographic surveying and potholing are not anticipated at the present time and would be performed as additional services if necessary.

Task 302 **Prepare 70% Plans, Specifications and Estimates.** Preliminary plans will be prepared for the PROJECT. Plans will include horizontal geometry and profiles of the existing sewer pipes. Any potential replacement of pipe is assumed to be in place.

Topographic features will be obtained from existing as-built drawings and are intended to show the Contractor approximate existing physical conditions.

Existing utility information will be obtained from utility companies and plotted. Potholing will be recommended, as an additional service, to identify any specific conflicts which may affect the construction.

Supplemental specifications and special provisions will be prepared which include individual specifications for alternate trenchless technologies as alternate bid items.

A construction cost estimate will be prepared based on preliminary quantities.

Task 400 **100% Design.** Comments on the 70% plans will be incorporated and the plans, specifications and estimates will be completed for final review. The consultant will provide documentation and assist the City in obtaining an NDOT encroachment permit for the proposed construction. The Consultant will also identify locations where construction easements will be required.

Task 500 **Final Bid Documents.** The CONSULTANT will assist the City in the preparation of the bid package. Comments on the 100% plans will be incorporated and the plans, specifications and estimates prepared for inclusion in the bid document. A bid schedule will be prepared.

Task 600 **Bid Support.** The CONSULTANT will assist the city in conducting the pre-bid meeting and in evaluating the alternate bids. The CONSULTANT will make a recommendation concerning an award to the lowest responsive, responsible bidder.

EXHIBIT "B"
SCOPE OF SERVICES

Task 700 Additional Services

Upon written authorization, the CONSULTANT shall provide additional services as needed for the PROJECT.

Additional services of the CONSULTANT include the following:

Task 701 **Utility Potholing.** Perform through subconsultant services, potholing to determine the location and depth of utilities. Excavate and expose utilities at the location of potential conflicts between major existing utilities and proposed underground facilities utilizing vacuum excavation techniques, if utility is located in paved areas. If utility depths exceed ten (10) feet, or if it is located outside of paved area a backhoe may be used. This work shall include obtaining permits, traffic control, backfilling, compacting and pavement patching. The CONSULTANT shall provide surveying services for field location of excavated potholes, and copy of survey data.

Task 702 **Additional Design Services.** Provide additional engineering services that are directly related to the PROJECT but which were not anticipated or reasonable associated with work described in Exhibit"A".

Task 703 **Aerial Photography Mapping.** Obtain aerial photography and/or topographic surveys using subcontractors to supplement as-built information.

Task 704 **Construction Support Engineering Services.** Provide construction support services to include the following:

1. Review submittals and shop drawings.
2. Review and respond to request for information, request for clarification, request for change orders, and request for substitution.
3. Attend final walk through.
4. Prepare post-construction "record drawings"

SAHARA AVENUE AND MESQUITE AVENUE SEWER REHABILITATION

ESTIMATED LIST OF DRAWINGS

SAHARA AVENUE SEWER REHABILITATION			
	70%	100%	Bid Set
Cover Sheet	1	1	1
General Notes	1	1	1
Survey Control	1	1	1
Plan & Profile Sheets	8	8	8
Details	-	4	4
Total	11	15	15

MESQUITE AVENUE SEWER REHABILITATION			
	70%	100%	Bid Set
Cover Sheet	1	1	1
General Notes	1	1	1
Survey Control	1	1	1
Plan & Profile Sheets	4	4	4
Details	-	2	2
Total	7	9	9

EXHIBIT "C"
MANPOWER TASK BREAKDOWN
SAHARA/MESQUITE SANITARY SEWER REHAB PROJECT
ENGINEERING DESIGN SERVICES

Task	Task Description	Proj. Mgr. (Hrs)	Sr. Utility Specialist (Hrs)	Engineer (Hrs)	CADD Tech (Hrs)	Admin. (Hrs)	Totals (Hrs)
100	Evaluation Phase	22	88	40		12	162
200	Design Project Management	6	8				14
300	70% Design	28	104	64	132	20	348
400	100% Design	8	28	28	44	4	112
500	Final Bid Documents	4	4			12	20
600	Bid Support	2	8				10
	Subtotal	70	240	132	176	48	666
700	Additional Services	8	40	40	40	16	144
	TOTAL	78	280	172	216	64	810

EXHIBIT "D"
COST DERIVATION
SAHARA/MESQUITE SANITARY SEWER REHAB PROJECT
ENGINEERING DESIGN SERVICES

Task	Task Description Base Rate = Loaded* Rate =	Proj. Manager $ 55.30 $136.60	Sr. Utility Specialist $37.50 $92.60	Engineer $25.50 $63.00	CADD Tech. $18.00 $44.50	Admin. $16.50 $40.70	Deliverable** Fee	Subcontractors	Direct Cost	Totals
100	Evaluation Phase	$ 3,005.20	$ 8,148.80	$ 2,520.00		$ 488.40	$ 1,511.40	$ 10,265.00[1]	$ 50.00	$ 25,988.80
200	Project Management	$ 819.60	$ 740.80						-	$ 1,560.40
300	70% Design	$ 3,824.80	$ 9,630.40	$ 4,032.00	$ 5,874.00	$ 814.00	$ 2,901.00	$ 13,640.00[2]	$ 100.00	$ 40,816.20
400	100% Design	$ 1,092.80	$ 2,592.80	$ 1,764.00	$ 1,958.00	$ 162.80	$ 908.40		$ 50.00	$ 8,528.80
500	Final Bid Documents	$ 546.40	$ 370.40			$ 488.40	$ 168.60		$ 50.00	$ 1,623.80
600	Bid Support	$ 273.20	$ 740.80				$ 121.70			$ 1,135.70
	Subtotal	$ 9,562.00	$ 22,224.00	$ 8,316.00	$ 7,832.00	$ 1,953.60	$ 5,611.10	$ 23,905.00	$ 250.00	$ 79,653.70
701	Utility Potholing							$ 5,000.00[3]		$ 5,000.00
702	Add'l Design Services	$ 612.00	$ 2,074.00	$ 1,411.00	$ 997.00	$ 364.50				$ 5,458.50
703	Aerial Photography							$ 5,000.00[3]		$ 5,000.00
704	Const. Support Eng.	$ 612.00	$ 2,074.00	$ 1,411.00	$ 997.00	$ 364.50				$ 5,548.50
	Add'l Services Subtotal ***	$ 1,224.00	$ 4,148.00	$ 2,822.00	$ 1,994.00	$ 729.00		$ 10,000.00[3]	-	$ 20,917.00
	TOTAL	$ 10,786.00	$ 26,372.00	$ 11,138.00	$ 9,826.00	$ 2,682.60	$ 5,611.10	$ 33,905.00	$ 250.00	$ 100,570.70

* Base Rate x2.47 = Base Rate x (Labor Overburden Multiplier)
** Deliverable Fee is Based on a Profit Allowance of 12% on Direct labor Charges
*** Loaded Rate Increased by 12% fee

1 Propipe $8,240
2 Traffic masters $2,025
3 Wesco Surveys Aerial Survey & Potholing

EXHIBIT "E"

PROPOSED SCHEDULE FOR SAHARA AVENUE & MESQUITE AVENUE SEWER REHABILITATION STUDY & DESIGN

ID	Task Name	Duration
1	**Basic Service Tasks**	0 days
2	101 Project Management	12 wks
3	102 - Evaluate the Need to Repair or	4 wks
4	Replace the Existing Sewer Pipe	0 days
5	103 - Evaluation of Trenchless	8 wks
6	Technologies	0 days
7	104 - Preparation of Design	2 wks
8	Recommendation Report	0 days
9	Review	3 wks
10	**Evaulation Phase**	0 days
11	200 - Design Phase Project Mgmt.	13.8 wks
12	**70% Design**	0 days
13	301 - Surveying	4 wks
14	302 - Prepare 70%	5.6 wks
15	Review	3 wks
16	**100% Design**	0 days
17	400 - 100% Design	2 wks
18	Review	2 wks
19	500 - Final Bid Documents	2 wks

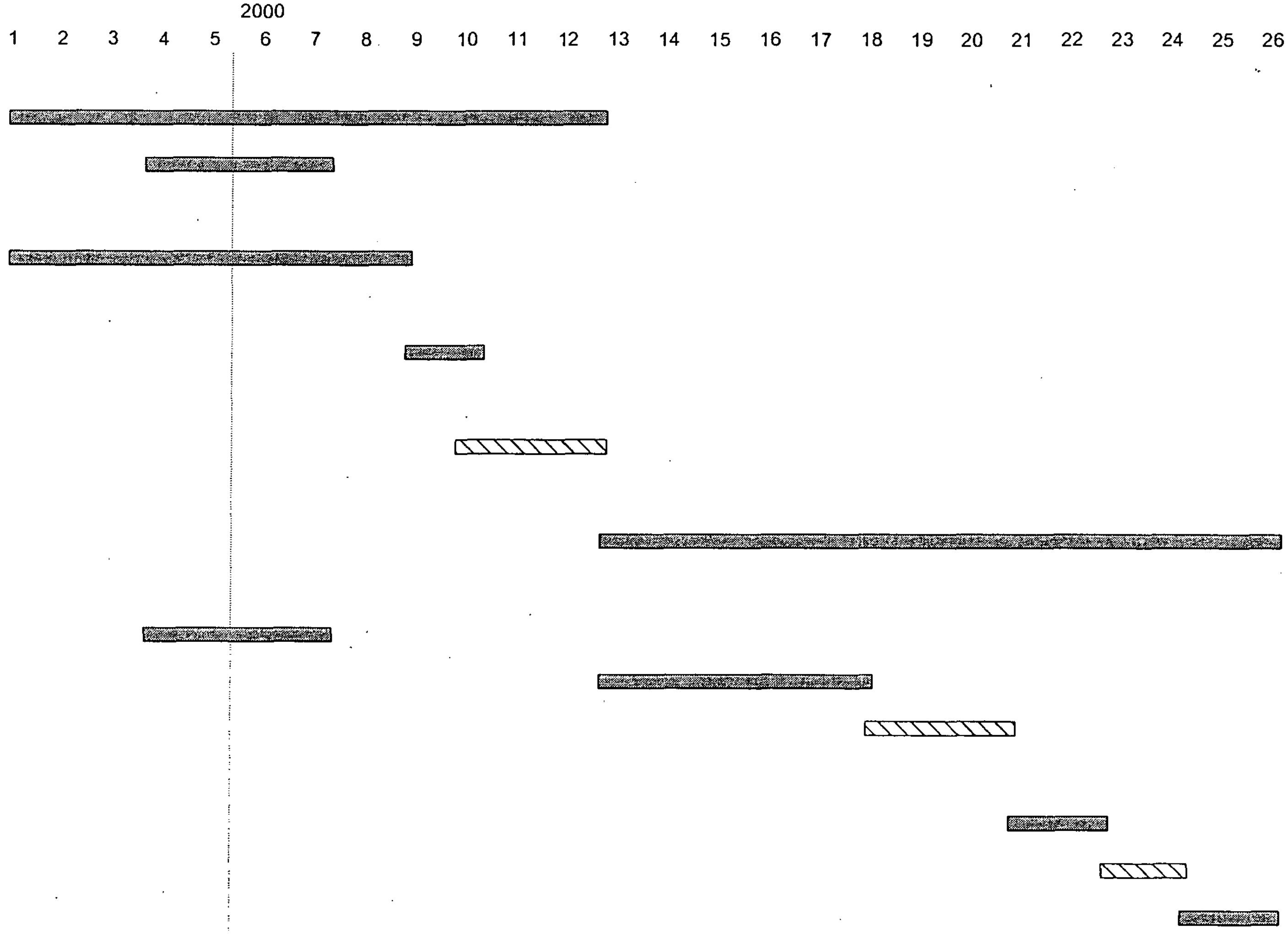


EXHIBIT F - INVOICE
SAHARA/MESQUITE SANITARY SEWER REHAB PROJECT

TO: **CITY OF LAS VEGAS**
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: **THE LOUIS BERGER GROUP, INC.**
500 AMIGO COURT, STE 100
Las Vegas, Nevada 89119

Project Name: Sahara Ave/Mesquite Ave San. Sewer Rehab Project
Attention: Theresa Hanrahan, P.E.

Invoice #:
Job #:
Date:

Item	Proj. Mgr. ($ /hr)*			Sr. Engineer ($ /hr)*			Engineer($ /hr)*			CAD Tech. ($ /hr)			Admin ($ /hr)			Totals	
Contract Task #	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	Hours this Period	Costs this Period
100																	
200																	
300																	
400																	
500																	
600																	
700																	
800																	
Subtotal (Hrs)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Subtotal ($)						$ -			$ -			$ -					

* Base Rate 2.47 = Base Rate x (Labor Overburden Multiplier)
** Deliverable Fee Based on 12% on Direct Labor
*** Loaded Rate Increased by 12% Fee

Direct Costs
SubConsultants
Deliverables (Fee)

Subtotal All Items
<5% Retention>
TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date
Total Retained to Date
Total Amount of Contract (Not to Exceed)
Total Amount Remaining in Contract

EXHIBIT "G"

DISCLOSURE OF PRINCIPALS
SAHARA/MESQUITE SANITARY SEWER REHABILITATION

The princpals and partners of The LOUIS BERGER GROUP, Inc. and all persons and entities holeing more than a 1% interest in The LOUIS BERGER GOUP, Inc. or any principal of The LOUIS BERGER GROUP, Inc. are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Derrish M. Wolff	100 Halsted Street, East Orange, NJ	973/678-1960
2.	Fredric S. Berger	1819 H Street NW, Washington,D.C.	202/331-7775
3.	Francois Farhi	71, rue Fondary, 75015 Paris, France	45.78.39.39
4.	Thomas L. Weck	100 Halsted Street, East Orange, NJ	973/678-1960
5.	Pat M. Quinn	1819 H Street NW, Washington, D.C.	202/331-7775
6.	Ronald F. Kornell	Suite 701, 104 Suriwongse Rd, Bangkok	235-3531
7.	Michel Jischlinski	71, rue Fondary, 75015 Paris, France	45.78.39.39
8.	Gerald P. Shea	1010 Massachusetts Ave., Washington	202/371-5544
9.	Nicholas J. Masucci	100 Halsted Street, East Orange, NJ	973/678-1960
10.	Rene Cousin	71, rue Fondary, 75015 Paris, France	45.78.39.39
11.	James G. Bach	100 Halsted Street, East Orange, NJ	973/678-1960
12.	Fabrice Signor	71, rue Fondary, 75015 Paris, France	45.78.39.39

Continue list until full and complete disclosure is made.

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

By: ____________________
The LOUIS BERGER GROUP, Inc.

Subscribed and sworn to before me this
12th Day of November, 1999

Cheryl O. Upcraft
Notary Public

Notary Public - State of Nevada
County of Clark
CHERYL O. UPCRAFT
My Appointment Expires
January 14, 2003
No: 99-50895-1