



# MINUTES

## City of Las Vegas

CITY COUNCIL

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

AUGUST 2, 2000

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

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COUNCILMAN MICHAEL J. McDONALD

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MAYOR PRO-TEM

COUNCILMAN GARY REESE

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COUNCILMAN LARRY BROWN

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COUNCILMAN LAWRENCE WEEKLY

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COUNCILMAN MICHAEL MACK

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COUNCILWOMAN LYNETTE BOGGS McDONALD

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VIRGINIA VALENTINE, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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

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STEVE GEORGE, DEPUTY CITY ATTORNEY

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TOM GREEN, DEPUTY CITY ATTORNEY  
P.M. SESSION

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BARBARA JO RONEMUS, CITY CLERK

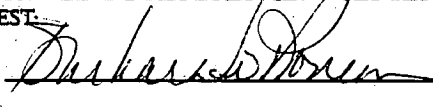
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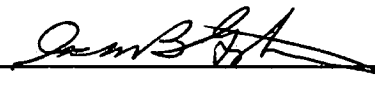
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APPROVED BY REFERENCE: SEPTEMBER 6, 2000

ATTEST

  
CITY CLERK

  
MAYOR

**THIS MEETING  
CONTAINS SOME  
PAGE(S) THAT ARE  
ILLEGIBLE/POOR  
QUALITY**

*City of Las Vegas*

# CITY COUNCIL AGENDA

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**CITY COUNCIL AGENDA****COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011****CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>****OSCAR B. GOODMAN, MAYOR (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.

**AUGUST 2, 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, CABLE CHANNEL 2. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND ARE 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.

**CEREMONIAL MATTERS**

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PASTOR SPENCER BARRETT, FIRST AFRICAN METHODIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CITIZEN OF THE MONTH
- RECOGNITION OF THE CITY OF LAS VEGAS' CONTRIBUTION TO THE U.S. CENSUS
- RECOGNIZE THE NEVADA BOXING TEAM
- RECOGNIZE THE NEVADA TEEN DEMOCRATS CLUB

## **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 July 5, 2000
3. Annual Regular meeting of the Member (City Council of the City of Las Vegas) of the City Centre Development Corporation (immediately following the Morning Session of City Council)
4. Discussion and possible action on the determination of compliance with Nevada Revised Statutes 237.030 et seq. (business impact analysis) regarding items on the City Council Agenda of August 2, 2000

## **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.**

### **DETENTION & ENFORCEMENT DEPARTMENT - CONSENT**

5. Approval of a request for funds to the U.S. Department of Justice, under the FY99 SCAAP (State Criminal Alien Assistance Program) to assist local agencies incurring the costs of incarcerating undocumented criminal aliens (\$125,000 projected award - no matching funds)

### **FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

6. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
7. Approval of a Special Event Liquor License for Mr. D's Sportsbar & Grill, Location: 1810 South Rainbow Blvd., Date: August 26, 2000, Type: Special Event General, Responsible Person in Charge: Del Bunch - Ward 1 (M. McDonald)
8. Approval of a new Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Car Spa (TH) Warm Springs and Valley View, LLC, dba Car Spa, 3650 West Sahara Avenue, Car Spa (TH) Holdings, LLC, Mgr, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100% - Ward 1 (M. McDonald)
9. Approval of a new Beer/Wine/Cooler Off-Sale Liquor License, Trader Joe's Company, dba Trader Joe's, 7575 West Washington Ave., Suite 117, John V. Shields, Jr., Dir, COB, CEO, Daniel T. Bane, Pres, Leroy D. Watson, Dir, SVP, Randall G. Scoville, CFO, Mary E. Genest, Dir, Secy, Treas, David R. Radcliffe, Regional Mgr, T.A.C.T. Holding, Inc., 100%, John V. Shields, Jr., Dir, Pres, Leroy D. Watson, Dir, SVP, Mary E. Genest, Asst Secy - Ward 2 (L.B. McDonald)
10. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5052, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Charleston AM/PM, 3885 East Charleston Blvd., Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)

**FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

11. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5057, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Oakey AM/PM, 1619 Las Vegas Blvd., South, Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)
12. Approval of Change of Ownership and Business Name for a Beer/Wine Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM Mini Market, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 11 North Nellis Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 3 (Reese)
13. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM #188, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 7500 West Cheyenne Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 4 (Brown)
14. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #156, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 109 South Rainbow Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
15. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #184, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 8590 West Lake Mead Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
16. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #166, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Nevada Car Wash Properties, LLC, dba Terrible's, 7800 West Sahara Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 1 (M. McDonald)
17. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., William J. Coyne, Secy - Ward 1 (M. McDonald)
18. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., William J. Coyne, Secy - Ward 2 (L.B. McDonald)
19. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., William J. Coyne, Secy - Ward 4 (Brown)
20. Approval of Officer for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., William J. Coyne, Secy - Ward 5 (Weekly)

**FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

21. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 1 (M. McDonald)
22. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 2 (L.B. McDonald)
23. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 4 (Brown)
24. Approval of Managers for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 5 (Weekly)
25. Approval of Officers and Manager for a Package Liquor License, Trader Joe's Company, dba Trader Joe's, 2101 South Decatur Blvd., Suite 25, Daniel T. Bane, Pres, Randall G. Scoville, CFO, David R. Radcliffe, Regional Mgr, Area Mgr - Ward 1 (M. McDonald)
26. Approval of Manager for a Tavern Liquor License, Romacorp, Inc., dba Tony Roma's A Place For Ribs, 620 East Sahara Ave., Eric J. Ostrowski, Gen Mgr - Ward 3 (Reese)
27. Approval of a new Restricted Gaming License for 6 slots, Venchito H. Cortez, dba Fong's Garden Café de Manila, 2021 East Charleston Blvd., Venchito H. Cortez, 100%, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 3 (Reese)
28. Approval of a new Restricted Gaming License for 7 slots, Short Line Operations, LLC, dba Short Line Express Market, 6698 Sky Pointe Drive, Duane L. Shields, Mgr, Ernest A. Becker, Jr., Mgr, Robert M. Morton, II, Mgr, The Ernest A. Becker IV and Kathleen C. Becker Family Trust, Mmbr, 33 1/3%, Ernest A. Becker, Jr., Trustee, Kathleen R. Becker, Trustee, Duane L. Shields & MaryEllen Shields Family Trust, Mmbr, 33 1/3%, Duane L. Shields, Trustee, MaryEllen Shields, Trustee, AMS 1998 Trust, Mmbr, 33 1/3%, Robert M. Morton, II, Trustee, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 6 (Mack)
29. Approval of a new Slot Operator Space Lease Location Non-Restricted Gaming License, Las Vegas Gaming Company, db at Moulin Rouge Hotel, 900 West Bonanza Rd., Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 5 (Weekly)
30. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots, Market Gaming, Inc., db at Vons #1688, 820 South Rampart, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 2 (L.B. McDonald)
31. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 5 slots, Westronics, Inc., db at Lil Deuce Coupe Café, 1624 West Oakey Blvd., Approved by the Nevada Gaming Commission on May 25, 2000 - Ward 3 (Reese)
32. Approval of a new Burglar Alarm Service License, Christopher Fanelli, dba I. T. G., 2150 South Highland Drive, Christopher N. Fanelli, 100% - Ward 1 (M. McDonald)
33. Approval of a new Independent Massage Therapist License, Richard L. Gray II, dba Richard L. Gray II, 8309 West Washburn Road, Richard L. Gray II, 100% - Ward 6 (Mack)
34. Approval of a new Independent Massage Therapist License, Stephanie Larsen, dba Stephanie Larsen, 6808 Dorita Avenue, #101, Stephanie L. Larsen, 100% - Ward 6 (Mack)
35. Approval of a new Independent Massage Therapist License, Israel Anthony Moreno, dba Israel Anthony Moreno, 9229 Magic Flower Avenue, Israel A. Moreno, 100% - Ward 4 (Brown)

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| <b>FINANCE &amp; BUSINESS SERVICES DEPARTMENT - CONSENT</b> |
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36. Approval of a new Independent Massage Therapist License, Brady C. Nevius, dba Brady C. Nevius, 7310 Smoke Ranch Road, Suite M, Brady C. Nevius, 100% - Ward 4 (Brown)
37. Approval of a new Independent Massage Therapist License, Christopher Scott, dba Christopher Scott, 5424 Comchec Way, #103, Christopher D. Scott, 100% - Ward 6 (Mack)
38. Approval of a new Independent Massage Therapist License, Erika Seime, dba Erika Seime, 2601 Grand Canyon Drive, Unit 1077, Erika L. Seime, 100% - Ward 2 (L.B. McDonald)
39. Approval of a new Independent Massage Therapist License, Diane Somerville, dba Diane I. Somerville, 5132 Sugarfoot Avenue, Diane I. Somerville, 100% - Ward 1 (M. McDonald)
40. Approval of a new Independent Massage Therapist License, Rosemarie Testa, dba Rosemarie Testa, 740 Vera Dell Court, Rosemarie Testa, 100% - Ward 3 (Reese)
41. Approval of a new Independent Massage Therapist License, Issarin Sayavong, dba Issarin Sayavong, 2016 Orchard Valley Drive, Issarin Sayavong, 100% - (County)
42. Approval of Change of Location for an Independent Massage Therapist License, Thomas Bogle, dba Hands On Therapeutic Massage of Las Vegas, From: 7480 Mountainboro Lane, To: 3935 Jeffrey's Street, Thomas E. Bogle, 100% - (County)
43. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Nadia Broadaway, dba Nadia Broadaway, From: 6530 Annie Oakley Drive, #2828, To: 4480 East Charleston Blvd., Nadia Broadaway, 100% - Ward 3 (Reese)
44. Approval of Change of Location for an Independent Massage Therapist License, Charlotte Smith, dba Charlotte Smith, From: 717 South Eighth Street, To: 7220 Westbrook Avenue, Charlotte Smith, 100% - (County)
45. Approval of Change of Location for an Independent Massage Therapist License, Melinda G. Turlington, dba Progressive Wellness & Relaxation, From: 3230 East Flamingo Road, Unit 525, To: 4040 Boulder Highway, Unit 2030, Melinda G. Turlington, 100% - (County)
46. Approval of Change of Business Name for an Independent Massage Therapist License, Tracy Hite, dba From: Tracy Hite, To: TGH Massage, 10705 Primrose Arbor Avenue, Tracy Hite, 100% - Ward 2 (L.B. McDonald)
47. Approval of Change of Location for a Psychic Arts and Astrology License subject to the provisions of the planning and fire codes, Annie Phillips, dba Annie Phillips, From: 1151 South Buffalo Drive, Suite 120, To: 2101 South Decatur Blvd., Suite 16, Annie Phillips, 100% - Ward 1 (M. McDonald)
48. Approval of withdrawal of bids and award of Bid Number 000082-KF, annual requirements contract for printing paper and envelopes - various departments - Award recommended to: VARIOUS VENDORS (Estimated annual aggregate amount of \$200,000 - General Fund)
49. Approval of the issuance of a purchase order for the purchase of four (4) GO-4 Model BT-57 Interceptor three-wheel scooters (TG) - Department of Public Works - Award recommended to: WHITE BEAR SALES INC. (\$76,000 - Internal Service Fund)
50. Approval of award of Bid Number 00.1730.30-LED, Smoke Ranch Road sanitary sewer improvements; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TRADE WEST CONSTRUCTION (\$68,060 - Capital Projects Fund)
51. Approval of the issuance of a purchase order for the purchase of two (2) LifePak12 defibrillator/monitors with 3D biphasic technology (TG) - Department of Fire Services - Award recommended to: MEDTRONIC PHYSIO-CONTROL (\$48,742.50 - General Fund)

**FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

52. Approval of the issuance of a purchase order for database subscription and published legal materials for the City Attorney's Office (TB) - Office of the City Attorney - Award recommended to West Group (Estimated amount of \$42,000 - General Fund)
53. Preapproval of Bid Number 00.1730.31-RC, Stewart Avenue parking garage-utility relocation, to the lowest responsive and responsible bidder; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Engineer's estimate \$750,000 - Capital Projects Fund)
54. Approval of confirmation of award of Bid Number 00.1730.34-RC, Sahara Avenue sanitary sewer replacement; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award Recommended to: WELLS CARGO, INC. (\$1,571,694.95 - Enterprise Fund)

**HUMAN RESOURCES DEPARTMENT - CONSENT**

55. Approval of payment for a permanent partial disability award - Claim #9907-21 as required under workers' compensation statutes (\$33,441 from the Workers' Compensation Internal Service Fund)
56. Approval to convert hourly Intern 3 to a regular Sr. Architectural Technician position (\$34,647 - General Fund)
57. Approval of payment for a permanent partial disability award - Claim #9012-27 as required under the workers' compensation statutes (\$48,363 from the Workers' Compensation Internal Service Fund)

**NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT**

58. Approval of the revised Neighborhood Services Department Neighborhood Development Division City of Las Vegas Single Family Residential Rehabilitation Program

**PUBLIC WORKS DEPARTMENT - CONSENT**

59. Approval of a Grant Deed from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for dedication of rights-of-way located on Alta Drive, west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)
60. Approval of a Grant Deed from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an additional right-of-way dedication located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)
61. Approval of a Right of Way Grant for Drainage Purposes from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for a drainage easement located on the south side of Charleston Boulevard and the west side of Fort Apache Road (6-29-00) 163-05-110-002 - Ward 2 (L.B. McDonald)
62. Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for a sight visibility restriction easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)
63. Approval of a Right of Way Grant for Ingress and Egress Purposes from the Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an ingress and egress easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)

**PUBLIC WORKS DEPARTMENT - CONSENT**

64. Approval of a Right of Way Grant for Pedestrian Walkway Purposes from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for a pedestrian walkway easement located on Alta Drive west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)
65. Approval to appraise and purchase or condemn easement parcels for the US95/Rancho Drive Sewer Improvements Project - Alta Drive to Cheyenne Avenue (\$50,000 - City Sanitary Sewer Fund) - Ward 1 (M. McDonald) and Ward 5 (Weekly)
66. Approval to appraise and purchase or condemn right-of-way parcels for the Hualapai/Alexander Improvements Project - Cheyenne Avenue to Grand Canyon Drive (\$300,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown)
67. Approval to appraise and purchase or condemn right-of-way and easement parcels for the Smoke Ranch Road Improvements Project - Buffalo Drive to Jones Boulevard (\$12,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown) and Ward 6 (Mack)
68. Approval of encroachment request for Pentacore Engineering on behalf of Triopoly, LLC, owner (Northwest corner of Garces Avenue and Casino Center Boulevard) - Ward 3 (Reese)
69. Approval to appraise and purchase or condemn right-of-way and traffic easement parcels at the intersection of Cheyenne Avenue and Fort Apache Road (\$40,000 - Donation Trust Fund) - Ward 4 (Brown)
70. Approval of a Grant Deed from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for dedication of additional rights-of-way located on the southwest corner of Charleston Boulevard and Fort Apache Road (7-10-00) 163-05-197-011 - Ward 2 (L.B. McDonald)
71. Approval of a Right of Way Grant for Sewer Purposes from Southwest Homes - LM, L.L.C., a Nevada limited liability company for a portion of the Southeast Quarter (SE 1/4) of Section 33, T19S, R60E, M.D.M., for sewer easements located east of Cimarron Road, between La Madre Way and Lone Mountain Road (previously recorded in the office of the Recorder, Clark County, Nevada in Book 20000714, as Instrument No. 00317) (7-10-00) 125-33-810-001 through 029 - Ward 6 (Mack)
72. Approval of an Interlocal Agreement with Clark County for Special Improvement District No. 1476 Town Center Loop Road (Frontage Road east from Elkhorn to Tenaya and Frontage Road west from Elkhorn to Centennial Parkway) - Ward 6 (Mack)
73. Approval of a Professional Services Agreement with Tate & Snyder Architects for Master Planning and Design Services for the West Service Center Field Operation Center Facilities and Master Planning of the undeveloped areas, West and East Service Centers materials storage and handling facility (\$786,380 Sanitation Fund) - Ward 4 (Brown)
74. Approval of a Professional Services Agreement with Orion Engineering and Surveying, Inc., for design services for Alta Drive West (\$196,380 - Street Rehab Fund) - Ward 1 (M. McDonald)
75. Approval of the final phase of the Neighborhood Renaissance Project (\$640,550 - Neighborhood Renaissance Project Fund) - all Wards
76. Approval of a Professional Services Agreement with JMA Architectural Studios for the design of a new image facility for the East Las Vegas Neighborhood/Senior Center, located at 250 North Eastern Avenue, on approximately (3.6) acres of vacant improved ground, bounded by Eastern and Stewart Avenue (\$606,650 - Community Development Block Grant Fund) - Ward 3 (Reese)

**DISCUSSION / ACTION ITEMS****ADMINISTRATIVE - DISCUSSION**

77. Discussion and possible ratification of Lesa Coder as Director of the Office of Business Development (\$102,500 - General Fund)

**CITY ATTORNEY - DISCUSSION**

78. Discussion and possible action on Appeal of Work Card Denial: Carolyn Michele Joyner, 1410 South 13th Street, Las Vegas, NV 89104
79. Discussion and possible action on Appeal of Work Card Denial: Shirley Jean Carter, 1401 Wintergreen Drive, Las Vegas, NV 89128
80. Discussion and possible action on Appeal of Work Card Denial: Rick Allen Gipson, 3000 Linkview Drive, Las Vegas, NV 89134
81. Discussion and possible action to approve Ground Lease Estoppel Certificate for Lady Luck Gaming Corporation Parking Garage Lease

**DETENTION & ENFORCEMENT DEPARTMENT - DISCUSSION**

82. Discussion and possible action to increase parking meter fees from \$0.50 to \$1 per hour (\$865,936 projected annual revenue - Enterprise Fund)

**FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION**

83. Discussion and possible action regarding a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Monsoon II, LLC, dba Monsoon Pan Asian Bistro, 8991 West Sahara Ave., Stavros K. Kritikos, Mmbr, Mgr, 40%, Christos Kapotis, Mmbr, 30%, Konstantinos Demertzis, Mmbr, 30% (NOTE: To be heard in afternoon session in conjunction with Item #124 - Special Use Permit # U-0075-00) - Ward 2 (L.B. McDonald)
84. Discussion and possible action regarding a new Escort Bureau License, Bleu Limited, dba Bleu, 652 Peachy Canyon Circle, Unit 103, Jeffrey G. Schoor, Mmbr, 50%, Cynthia L. Steinman, Mmbr, 50% - Ward 2 (L.B. McDonald)

**PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION**

85. Report by Clarion Associates, consultants to the Southern Nevada Regional Planning Coalition (SNRPC), on the status of the Regional Policy Plan currently under development

## PUBLIC WORKS DEPARTMENT - DISCUSSION

- 86. Discussion and possible action regarding Sewer Connection and Interlocal Contract with Clark County Sanitation District - Stantec Consulting, Inc. on behalf of Clark County, Owner, (Southwest corner of Lone Mountain Road and Durango Drive-Mountain Crest Park) - (County)
- 87. Discussion and possible action of a engineering design services agreement with Post, Buckley, Schuh, and Jernigan, Inc. regarding an Impact Fee Feasibility Study for assessing and collecting development impact fees (\$213,920 General Fund) - Impacts all Wards

## RESOLUTIONS - DISCUSSION

- 88. R-83-2000 – Discussion and possible action regarding a resolution authorizing medium-term obligations in an amount of up to \$8,000,000, for the purpose of acquiring, constructing and improving a building project for the City; directing the officers of the City to forward materials to the Department of Taxation of the State of Nevada; providing certain details in connection therewith; authorizing the sale of the City of Las Vegas, Nevada, General Obligation Medium-Term Building Bonds in the maximum aggregate principal amount of \$8,000,000; and providing the effective date hereof – Ward 3 (Reese) (NOTE: This item will be trailed to be heard after the related Public Hearing in the Afternoon Session, Item #101)

## BOARDS & COMMISSIONS - DISCUSSION

- 89. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE – Bill Martin – Term Expiration 6/8/2000
- 90. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE – Scott Higginson - Term Expiration 12/7/2000 (Resigned)
- 91. PLANNING COMMISSION – Marilyn Moran – Term Expiration 8/19/2000

## REAL ESTATE COMMITTEE REPORTS - DISCUSSION

- 92. ABEYANCE ITEM - Discussion and possible action to enter into negotiations with Keenan Properties, Inc., for the sale of City property identified as parcel number 139-28-801-011, located at Bonanza Road and I-15 for expansion of adjacent storage facilities - Ward 5 (Weekly)

## RECOMMENDING COMMITTEE REPORTS - DISCUSSION

### BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

- 93. Bill No. 2000-54 – Annexation No. A-52-99(A) -- Property Located: On the northwest corner of Buffalo Drive and Gowan Road; Petitioned By: Regent Assisted Living, Inc.; Acreage: Approximately 5.27 acres; Zoned: R-E (County Zoning), U (L) (City Equivalent). Sponsored by: Councilman Larry Brown
- 94. Bill No. 2000-55 – Annexation No. A-57-99(A) -- Property Located: On the northwest corner of Torrey Pines Drive and Brooks Avenue; Petitioned By: Anthony DeSalvo Trust; Acreage: Approximately 0.76 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Michael Mack
- 95. Bill No. 2000-58 – Establishes the Department of Field Operations and revises the means of establishing divisions within the various City departments. Proposed by: Douglas Selby, Deputy City Manager
- 96. Bill No. 2000-59 – Amends the Zoning Code to allow certain types of open air vending as a conditional use. Sponsored by: Councilwoman Lynette Boggs McDonald

## 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.**

- 97. Bill No. 2000-60 – Repeals the provision of the Municipal Code that prohibits certain businesses from tipping taxicab drivers for the delivery of passengers. Sponsored by: Mayor Oscar B. Goodman
- 98. Bill No. 2000-61 – Amends Ordinance No. 5165, relating to the annexation of property located on the southwest corner of Durango Drive and Centennial Parkway, to correct a portion of a legal description contained therein. Sponsored by: Councilman Larry Brown
- 99. Bill No. 2000-62 – Adopts the Las Vegas 2020 Master Plan. Proposed by: Willard Tim Chow, Director of Planning and Development

## 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. 1:00 P.M. TIME CERTAIN - Public hearing regarding the issuance of medium-term financing for the community/senior center project – Ward 3 (Reese) (NOTE: This item will be followed by the related Resolution, R-83-2000, trailed from the Morning Session, Item #88)
- 102. ABEYANCE ITEM - A hearing to consider the appeal from the Notice and Order to Make Repairs filed by Marion D. Bennett regarding the property located at 1616 Luning Dr. PROPERTY OWNER: MARION D. BENNETT, Ward 5 (Weekly)
- 103. Public hearing to consider the report of expenses to recover costs in the amount of \$1,490.40 for abatement of dangerous building located at 919 S Casino Center Blvd. PROPERTY OWNER: ROBERT H. PARKER TRS, Ward 3 (Reese)

## 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. APPEAL OF DIRECTOR'S INTERPRETATION – Appeal filed by George Cromer, Esq., on behalf of William Stojack, regarding a Director's Interpretation in which it was found that the storage of military vehicles on residential property located at 1820 W. Mesquite Avenue is not a permitted use (APN: 139-28-410-098), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL
- 105. ABEYANCE ITEM - EXTENSION OF TIME - U-0014-99(1) - CAR SPA WARM SPRINGS VALLEY VIEW ON BEHALF OF CAR SPA, INC. - Request for an Extension of Time on an approved Special Use Permit FOR THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION at 3650 West Sahara Avenue (APN: 162-05-402-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL

## PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 106.ABEYANCE ITEM - EXTENSION OF TIME - U-0020-99(1) - CAR SPA WARM SPRINGS VALLEY VIEW ON BEHALF OF CAR SPA, INC. - Request for an Extension of Time on an approved Special Use Permit FOR A FULL SERVICE CAR WASH, MINOR AUTO REPAIR FACILITY, AND A SERVICE STATION at 3650 West Sahara Avenue (APN: 162-05-402-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 107.EXTENSION OF TIME - Z-0099-98(1) - TRIPLE FIVE DEVELOPMENT - Request for an Extension of Time for an approved Rezoning From: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) on 2.86 Acres on the south side of Craig Road, approximately 990 feet west of Vegas Vista Trail, (APN: 137-01-701-001), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 108.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0033-00 - ASTORIA IRON MOUNTAIN, LIMITED LIABILITY COMPANY ON BEHALF OF ASTORIA HOMES - Request for a Site Development Plan Review FOR A PROPOSED 118 LOT SINGLE FAMILY SUBDIVISION on 28.76 Acres on the north side of Iron Mountain Road, east of Fort Apache Road, (APN's: 125-05-401-001, 125-05-403-001, 125-05-404-003), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
- 109.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0033-97(16) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK (METRO PARK) on 24.9 acres on the south side of Gowan Road, approximately 1,320 feet east of Hualapai Way (APN: 138-07-301-005 and 138-07-401-009), C-V (Civic) Zone under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 110.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0076-98(15) - TULE SPRINGS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 381,750 SQUARE FOOT COMMERCIAL CENTER on 41.02 acres on the southwest corner of the intersection of Farm Road and Tule Springs Road (APN: 125-17-702-002), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-3 vote) and staff recommend APPROVAL
- 111.ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - V-0018-00 - TONOPAH PARTNERS, LIMITED LIABILITY COMPANY ON BEHALF OF LIGHTS OF LAS VEGAS, INC. - Appeal filed by Laurich Properties from the Denial by the Hearings Officer of a request by Tonopah Partners, Limited Liability Company on behalf of Lights of Las Vegas, Inc. for a Variance TO ALLOW A FREE-STANDING GROUND SIGN TO BE 25 FEET TALL WHERE 12 FEET IS THE MAXIMUM HEIGHT ALLOWED, AND TO ALLOW THE SIGN TO BE 132 SQUARE FEET IN SIZE WHERE 48 SQUARE FEET IS THE MAXIMUM SIZE ALLOWED BY THE DEVELOPMENT STANDARDS FOR THE LAS VEGAS MEDICAL DISTRICT at 2100 West Charleston Boulevard (APN: 139-32-804-013), P-D (Planned Development) Zone, Ward 5 (Weekly). The Hearings Officer and staff recommend DENIAL. NOTE: THIS APPLICATION WAS MODIFIED AT THE JULY 19, 2000 CITY COUNCIL MEETING FROM A REQUEST FOR A VARIANCE TO A REQUEST FOR A WAIVER
- 112.ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - V-0024-00 - JULIAN SUAREZ - Appeal filed by Julian Suarez from the Denial by the Hearings Officer of his request for a Variance TO ALLOW AN EXISTING ADDITION TO A SINGLE FAMILY HOME TO HAVE A ZERO FOOT SIDE YARD SETBACK WHERE FIVE FEET IS THE MINIMUM SIDE YARD SETBACK ALLOWED at 800 East St. Louis Avenue (APN: 162-03-810-002), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Hearings Officer and staff recommend DENIAL
- 113.VARIANCE - PUBLIC HEARING - V-0031-00 - WILSHIRE PLAZA DEVELOPMENT COMPANY - Request for a Variance TO ALLOW THIRTY-SEVEN (37) PARKING SPACES WHERE SIXTY-FIVE (65) ARE THE MINIMUM PARKING SPACES REQUIRED FOR A PROPOSED BANQUET FACILITY at 5243 West Charleston Boulevard Suites 2 and 3 (APN: 163-01-501-007), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (7-0) vote recommends APPROVAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

114. SPECIAL USE PERMIT RELATED TO V-0031-00 - PUBLIC HEARING - U-0077-00 - WILSHIRE PLAZA DEVELOPMENT COMPANY - Request for a Special Use Permit FOR A BANQUET FACILITY at 5243 West Charleston Boulevard Suites 2 and 3 (APN: 163-01-501-007), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
115. VARIANCE - PUBLIC HEARING - V-0032-00 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Variance TO ALLOW A MINIMUM LOT SIZE OF TWO THOUSAND SIX HUNDRED SQUARE FEET (2,600) WHERE SIX THOUSAND FIVE HUNDRED SQUARE FEET (6,500) IS REQUIRED FOR A PROPOSED 75-LOT RESIDENTIAL SUBDIVISION on 8.88 acres on the northwest corner of the intersection of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese) [Previously noticed as Ward 5 (Weekly)]. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
116. VARIANCE - PUBLIC HEARING - V-0034-00 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Variance TO ALLOW A FIFTEEN FOOT (15') SETBACK IN THE FRONT YARD WHERE TWENTY FEET (20') IS THE MINIMUM SETBACK REQUIRED; AND TO ALLOW A ZERO FOOT (0') SETBACK IN THE SIDE YARD WHERE FIVE FEET (5') IS THE MINIMUM SETBACK REQUIRED; AND TO ALLOW A TEN FOOT (10') SETBACK IN THE REAR YARD WHERE TWENTY FEET (20') IS THE MINIMUM SETBACK REQUIRED IN CONJUNCTION WITH A 75-LOT RESIDENTIAL SUBDIVISION on 8.88 acres on the northwest corner of the intersection of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese) [Previously noticed as Ward 5 (Weekly)]. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
117. TWO YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0027-93(2) - OXFORD CONSTRUCTION COMPANY - Required Two Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 940 South Decatur Boulevard (APN: 138-36-802-009), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
118. TWO YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0025-98(1) - SAXTON CORPORATION ON BEHALF OF LEVITZ PLAZA, LIMITED LIABILITY COMPANY - Two Year Required Review on an approved Special Use Permit which allowed a 672 square foot, 74 foot high off-premise advertising sign (billboard) at 73 South Martin Luther King Boulevard (APN: 139-33-510-002), M (Industrial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
119. ABEYANCE ITEM - FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0020-95(1) - MAXINE FLORES ON BEHALF OF FAITH MEDIA - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission of a Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 3205 North Tenaya Way (APN: 138-10-411-002), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (4-1-1) vote and staff recommend DENIAL
120. FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-95(1) - FOSTER DAY CORPORATION ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 2401 North Decatur Boulevard (APN: 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
121. FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0052-95(1) - AMBER INVESTMENT COMPANY ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 336 West Sahara Avenue (APN: 162-04-807-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

|                                                           |
|-----------------------------------------------------------|
| <b>PLANNING &amp; DEVELOPMENT DEPARTMENT – DISCUSSION</b> |
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- 122.FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0055-95(1) - HAROLD LOOMIS, ET AL ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 2560 South Highland Drive (APN: 162-09-110-020), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0067-00 - PINE DEVELOPMENT, INC. ON BEHALF OF SPRINT PCS - Appeal filed by Spectrum Surveying and Engineering from the Denial by the Planning Commission of a request by Pine Development, Inc. on behalf of Sprint PCS for a Special Use Permit FOR AN EIGHTY (80) FOOT HIGH WIRELESS COMMUNICATION MONOPOLE at 602 North Rainbow Boulevard (APN: 138-26-301-004), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends APPROVAL. The Planning Commission (4-1-1 vote) recommends DENIAL
- 124.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0075-00 - FRESH LAKES LV LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED SUPPER CLUB at 8991 West Sahara Avenue (APN: 163-08-120-032), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L. B. McDonald). (NOTE: This item to be heard in conjunction with Morning Session Item # 83.) The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
- 125.SPECIAL USE PERMIT - PUBLIC HEARING - U-0074-00 - LAFAYETTE MOSELEY - Request for a Special Use Permit and Site Development Plan Review FOR A 4,040 SQUARE FOOT CHURCH TO REPLACE AN EXISTING CHURCH; AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.33 acre on the northwest corner of the intersection of Madison Avenue and "C" Street (APN: 139-27-211-006 and 007), R-4 (High Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 126.SPECIAL USE PERMIT - PUBLIC HEARING - U-0076-00 - LEONARD SCHWINGDORF - Request for a Special Use Permit for the SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 1518 Scotland Lane (APN: 162-04-404-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 127.ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0007-00 - EWING BROS., INC. - Request for a Rezoning FROM: C-2 (General Commercial) TO: C-M (Commercial/Industrial) of 14.35 acres at 300 West Owens Avenue (APN: 139-22-404-001, 003, and 004), PROPOSED USE: TOWING AND IMPOUND YARD, Ward 5 (Weekly). Staff recommends APPROVAL. The Planning Commission (6-0 vote) recommends DENIAL
- 128.REZONING - PUBLIC HEARING - Z-0025-00 - CHARLEY L. DICKEY, IV - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Offices and Parking) of 0.14 acres at 3715 Vegas Drive (APN: 139-30-514-041), PROPOSED USE: OFFICE, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 129.REZONING - PUBLIC HEARING - Z-0042-00 - ROLANDO HERNANDEZ - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acre at 324 South Jones Boulevard (APN: 138-36-210-006), PROPOSED USE: OFFICE, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 130.SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0042-00 - PUBLIC HEARING - Z-0042-00(1) AND Z-0002-95(2) - ROLANDO HERNANDEZ - Request for a Site Development Plan Review for a PROPOSED 2,031 SQUARE FOOT OFFICE ADDITION; AND FOR A WAIVER OF LANDSCAPE REQUIREMENTS on 0.34 acres at 320 South Jones Boulevard and 324 South Jones Boulevard (APN: 138-36-210-005 and 006), R-1 (Single Family Residential) under Resolution of Intent to P-R (Professional Offices and Parking) and R-1 (Single Family Residential) [PROPOSED P-R (Professional Offices and Parking)], Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

131.SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION AND HEARINGS OFFICER 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 **27<sup>th</sup>** day of **July, 2000**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **City Council Meeting** to be held on the **2<sup>nd</sup>** day of **August, 2000** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

**SIGNATURE**

City Clerk

DEPARTMENT

Subscribed and sworn to before me this

27th day of July, 2000

Vicky Bailey  
NOTARY PUBLIC in and for said County and State



**AFFIDAVIT OF POSTING**  
(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA )

) ss

COUNTY OF CLARK)

**Eva Cotton**, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **28<sup>th</sup>** day of **July, 2000**, at the hour of **8:30 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 **2<sup>nd</sup>** day of **August, 2000** at **9:00 a.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

*Eva Cotton*

Signature

City Clerk

**DEPARTMENT**

Subscribed and sworn to before me

this 28 day of July, 2000

*Vicky Darling*

NOTARY PUBLIC in and for said County and State



*City of Las Vegas*

**CITY COUNCIL AGENDA**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND ARE 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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PASTOR SPENCER BARRETT, FIRST AFRICAN METHODIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE

**MINUTES:**

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

EXCUSED: COUNCILWOMAN McDONALD

Also Present: CITY MANAGER VIRGINIA VALENTINE, CITY ATTORNEY BRAD JERBIC, ASSISTANT CITY ATTORNEY JOHN REDLEIN, DEPUTY CITY ATTORNEY STEVE GEORGE AND DEPUTY CITY ATTORNEY TOM GREEN (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

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

Downtown Transportation Center, City Clerk's Board

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Pkwy

Court Clerk's Bulletin Board, City Hall

City Hall Plaza, Posting Board

(9:03 - 9:04)

1-1

PASTOR SPENCER BARRETT, First African Methodist Episcopal Church, gave the invocation.

(9:04 - 9:05)

1-18

# *City of Las Vegas*

## CITY COUNCIL MEETING OF AUGUST 2, 2000 Formalities

### **MINUTES – Continued:**

MAYOR GOODMAN led the audience in the Pledge.

(9:05 – 9:06)

**1-54**

MAYOR GOODMAN announced that COUNCILWOMAN McDONALD would be excused from the meeting, as she was attending the Republican Convention in Philadelphia. COUNCILMAN BROWN would be handling business for Ward 2 in her absence.

(9:06 – 9:07)

**1-87**

*City of Las Vegas*

**AGENDA SUMMARY PAGE**

**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

**DEPARTMENT: PUBLIC AFFAIRS**

**DIRECTOR: DAVID RIGGLEMAN**

☐

**CONSENT**

☐

**DISCUSSION**

**SUBJECT:**

**CEREMONIAL:**

**RECOGNITION OF CITIZEN OF THE MONTH**

**Fiscal Impact**

☐

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

**RECOMMENDATION:**

**BACKUP DOCUMENTATION:**

**MOTION:**

None required.

**MINUTES:**

COUNCILMAN MACK indicated that the Citizen of the Month award typically goes to a citizen and not to an employee. But in this occasion JOHN STEVENSON, Paramedic, Las Vegas Fire and Rescue Department, deserves it for going beyond the call of duty in Ward 6 and exemplifying what a citizen should be. He is not only a radio personality, but is also involved in youth sports and the community and is a single father trying to obtain a degree in Business Administration and subsequently a law degree. Some of his accomplishments that have benefited the community include: Black History Month speaker, facilitator for the Payback Program, organizer and participant in the Fire and Police Benefit Soccer Game, Muscular Dystrophy Association Boot Drive spokesman, organizer in an upcoming Basketball Camp, and also puts on a barbecue for the Special Olympics. With pleasure and a lot of pride, COUNCILMAN MACK recognized MR. STEVENSON as Citizen of the Month for August.

MR. STEVENSON thanked everyone for bestowing such an honor on him. He felt truly blessed and humbled. He gave credit to his co-workers and CHIEF MARIO TREVINO, Las Vegas Fire

# *City of Las Vegas*

## CITY COUNCIL MEETING OF AUGUST 2, 2000 Ceremonial – Citizen of the Month

### **MINUTES – Continued:**

and Rescue, for he encourages everyone to get involved and to dream beyond his/her abilities to make this a better community. He feels proud to be a part of such a fantastic City government that has made customer service such a preeminent piece of this new government. He knew this government would be very responsive to the community and approachable the moment he witnessed MAYOR GOODMAN and COUNCILMAN BROWN having a heated discussion. This incident portrayed them as common people that would make anyone feel comfortable in seeking them out. The City is on its way to creating a government that may never be equaled in its responsiveness to the citizens of Las Vegas.

MR. STEVENSON introduced his parents, JOHN and YOLANDA STEVENSON, and his stepmother, GWEN VALASCA STEVENSON, and thanked them for raising him to believe that he could accomplish much more than he thought he was capable of. Such belief, coupled with the ambition of the Fire and Rescue Administration and the City, has pushed him to reach for the sky.

At the request of MAYOR GOODMAN, MR. STEVENSON noted that he was the first Black second-generation firefighter in the State of Nevada. His father retired as a City of Las Vegas firefighter in 1989.

(9:07 – 9:14)

1-110

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF THE CITY OF LAS VEGAS' CONTRIBUTION TO THE U.S. CENSUS****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:**

None required.

**MINUTES:**

MAYOR GOODMAN invited the following people to come forward to acknowledge the City's contributions to the Nevada 2000 census project: SUSAN LAVIN, Regional Director of the Census Bureau, DON REIS, Chief Deputy Secretary of State, TOM PERRIGO, and RICHARD WASSMUTH, City of Las Vegas Planning and Development Department.

MR. REIS noted that the United States Constitution mandates the census and the results of it have a great affect on the political landscape in the United States and the State of Nevada for the next decade. It also determines how governmental resources are shared among the cities and states. There was a 30-year declining trend in participation in the census in the State of Nevada; however, that trend was reversed in the year 2000. In recognition of that, he presented and read the proclamation declaring August 2, 2000, as City of Las Vegas Census 2000 Appreciation Day.

# *City of Las Vegas*

## CITY COUNCIL MEETING OF AUGUST 2, 2000

### Ceremonial – Recognition of the City of Las Vegas' Contribution to the U.S. Census

#### **MINUTES – Continued:**

MS. LAVIN thanked the Mayor and the City Council for its support of Census 2000 and for making such a big difference. The State of Nevada and the Southern Nevada Census 2000 Committee has been a shining star, not only within the 10-state Denver Region, but also within the nation. This is mainly due to the community's involvement. The City of Las Vegas has been a true partner every step of the way, from the mundane steps to the advertising campaign that put a local face on Nevada and proved that Nevadans have a great sense of humor. The response rate increased from 61% to 64% and really helped pave the way for a successful Census 2000.

MAYOR GOODMAN noted that such success could not have been accomplished without the efforts of the City volunteers and the representatives from the Census Bureau. Both groups stood in recognition. The City will receive a lot of money, as a result of the increase, that will help provide services to the public that ordinarily could not be provided for lack of money. He thanked all the volunteers and the Census Bureau for being so diligent and helping to accomplish the goal.

(9:14 – 9:20)

**1-315**

*City of Las Vegas*

**AGENDA SUMMARY PAGE**

**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: PUBLIC AFFAIRS**

**DIRECTOR: DAVID RIGGLEMAN**

☐

**CONSENT**

☐

**DISCUSSION**

**SUBJECT:**

**CEREMONIAL:**

**RECOGNIZE THE NEVADA BOXING TEAM**

**Fiscal Impact**

☐

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

**RECOMMENDATION:**

**BACKUP DOCUMENTATION:**

**MOTION:**

None required.

**MINUTES:**

COUNCILMAN McDONALD recognized and introduced the members of the Nevada Boxing Team, stating that youth athletics are very important and Nevada has one of the most outstanding boxing teams in Southern Nevada and in Las Vegas. Although some people believe boxing to be a brutal sport, boxing teaches the art of science, a skill, and gives a sense of stability to young people.

MUJAHID RAMADAN noted that RICHARD STEELE, Boxing Manager, and TIM GRIFFIN, Boxing Coach from Nevada Partners, made history with this boxing team by winning a major tournament in San Diego, California. The team won 17 out of 19 rounds, which is virtually unheard of. This feat included victories over the Marine Corps' team and the Oscar De La Hoya's team in California and in a rematch two weeks later in Southern Nevada.

# *City of Las Vegas*

## CITY COUNCIL MEETING OF AUGUST 2, 2000 Ceremonial – Recognition of the Nevada Boxing Team

### **MINUTES – Continued:**

All coaches like to see their athletes win, but involving youth in boxing is really about developing model character, anchor management, and good skills and values. These students may not all turn out to be champions, but they will be good human beings that are not involved in gangs, drugs, or irresponsible sexual behavior. He thanked the City and the community for this great opportunity. He noted that the brain of this gym is KIRK KERKORIAN, who identified the fact that if kids can control their anger in the boxing ring, they can certainly control it outside the ring.

MR. STEELE expressed his appreciation to the members of the City Council and especially to the Nevada Athletic Commission for making the team's trips possible. It is a blessing to be able to take the participants to other states to compete in the tournaments. He thanked his head coaches, in particular JOE BENALLIS and MR. GRIFFIN. This team, which consisted of the best boxers from three different gyms in Nevada, accomplished something that had never been done. They are very deserving of immense credit.

COUNCILMAN McDONALD encouraged the community to not only embrace this team of champions, but also to embrace this great sport that provides opportunities for many that would not otherwise have an opportunity, especially to obtain an education, and to help sponsor these youth boxing teams. On behalf the Mayor and City Council, COUNCILMAN McDONALD proclaimed July 7-9 to be Nevada Boxing Team Days in the City of Las Vegas.

(9:20 – 9:27)

1-534



## **AGENDA SUMMARY PAGE**

**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

**DEPARTMENT: PUBLIC AFFAIRS**

**DIRECTOR: DAVID RIGGLEMAN**

☐

**CONSENT**

☐

**DISCUSSION**

**SUBJECT:**

**CEREMONIAL:**

**RECOGNIZE THE NEVADA TEEN DEMOCRATS CLUB**

**Fiscal Impact**

☐

**No Impact**

**Amount:**

☐

**Budget Funds Available**

**Dept./Division:**

☐

**Augmentation Required**

**Funding Source:**

**PURPOSE/BACKGROUND:**

**RECOMMENDATION:**

**BACKUP DOCUMENTATION:**

**MOTION:**

None required.

**MINUTES:**

COUNCILMAN MACK introduced the following group of young individuals that are involved in the political process at such a young age: ASHLEY LEACH, FLORA LEACH, TIFFANY GORMASTICA, and REBECCA GORMASTICA. These young ladies have given their time to participate in countless activities in Southern Nevada and would be sitting with the City Council at the dais to participate in the City Council meeting.

(9:27 – 9:33)

**1-779**

*City of Las Vegas*

Agenda Item No.: 1

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEUMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:****BUSINESS ITEMS:**

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

**MOTION:**

**M. McDONALD – Motion to bring forward and STRIKE Item Nos. 79 and 87 and hold in ABEYANCE Item No. 84 to 8/16/2000 – UNANIMOUS with L.B. McDONALD excused**

**MINUTES:**

There was no discussion.

(9:31 – 9:32)

**1-899**

*City of Las Vegas*

Agenda Item No.: 2

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**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 July 5, 2000

**MOTION:**

**M. McDONALD – APPROVED by Reference – UNANIMOUS with L.B. McDONALD excused**

**MINUTES:**

There was no discussion.

(9:31 – 9:32)

**1-899**

*City of Las Vegas*

Agenda Item No.: 3

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEUMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:****BUSINESS ITEMS:**

Annual Regular meeting of the Member (City Council of the City of Las Vegas) of the City Centre Development Corporation (**immediately following the Morning Session of City Council**)

**MOTION:**

None required.

**MINUTES:**

MAYOR GOODMAN made the announcement.

(9:32)

**1-950**

*City of Las Vegas*

Agenda Item No.: 4

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRAD JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****BUSINESS ITEMS:**

Discussion and possible action on the determination of compliance with Nevada Revised Statutes 237.030 et seq. (business impact analysis) regarding items on the City Council Agenda of August 2, 2000

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

Except as otherwise specified by motion, or as determined by separate motion in connection with a particular agenda item, the City Council, by approving this agenda item:

1. Determines that each proposed rule (as defined in NRS 237.060) which is on today's agenda does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, unless the agenda documentation regarding that rule states otherwise.
2. Ratifies each staff determination, as may be indicated by agenda documentation, that a proposed rule will impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business.
3. Determines that, for any proposed rule that will impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, a business impact statement has been or will be prepared in accordance with NRS 237.030 et seq.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused**

*City of Las Vegas***Agenda Item No.: 4**

CITY COUNCIL MEETING OF AUGUST 2, 2000

Business Items

Item 4 – Determination of compliance with NRS 237.030 et seq. (business impact statement)

**MINUTES:**

CITY ATTORNEY JERBIC stated that the Item was in order and no presentation was required.

There was no further discussion.

(9:32 – 9:33)

**1-954**



Agenda Item No.: 5

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

**DEPARTMENT: DETENTION AND ENFORCEMENT****DIRECTOR: MICHAEL SHELDON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a request for funds to the U.S. Department of Justice, under the FY99 SCAAP (State Criminal Alien Assistance Program) to assist local agencies incurring the costs of incarcerating undocumented criminal aliens (\$125,000 projected award - no matching funds)

**Fiscal Impact**☐**No Impact****Amount: \$125,000 - projected award**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Once a year, the Department of Justice makes funds available to partially reimburse agencies for the cost of incarcerating aliens booked on local charges. The total claims for all applicants will be totaled and divided into the available appropriation to determine the percentage payoff on the dollar of each claim. The award amount for each applicant will be calculated based on that payoff percentage. Funds awarded under this program last year totaled \$125,898

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

COUNCILMAN WEEKLY requested that Item 29 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 6

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

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

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

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

**RECOMMENDATION:****BACKUP DOCUMENTATION:**

Summary of cash expenditures for the period of 06/16/00 - 06/30/00

|                                     |                  |
|-------------------------------------|------------------|
| Total Services and Materials Checks | \$ 11,730,546.32 |
| Total Payroll Checks                | \$ 8,403,663.41  |
| Total Wire Transfers                | \$ 20,754,506.29 |
| Other Checks and Investments        | \$ 155,512.63    |

**MOTION:****M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused****Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

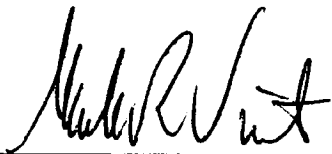
## *City of Las Vegas*

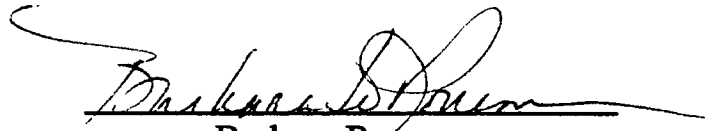
### Summary of Cash Expenditures for period of 6/16/00 - 6/30/00

|                                     |               |
|-------------------------------------|---------------|
| Total Services & Materials Checks : | 11,730,546.32 |
| Total Payroll Checks:               | 8,403,663.41  |
| Total NBS & City Investments :      | 155,512.63    |
| Total Wire Transfers:               | 20,754,506.29 |

|              |               |
|--------------|---------------|
| Grand Total: | 41,044,228.65 |
|--------------|---------------|

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 August 2, 2000 the City Council approved the above cash expenditures.

  
\_\_\_\_\_  
Oscar Goodman  
Mayor

*City of Las Vegas*

Agenda Item No.: 7

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a Special Event Liquor License for Mr. D's Sportsbar & Grill, Location: 1810 South Rainbow Blvd., Date: August 26, 2000, Type: Special Event General, Responsible Person in Charge: Del Bunch - Ward 1 (M. McDonald)

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

Approval of a Special Event Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 8

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Car Spa (TH) Warm Springs and Valley View, LLC, dba Car Spa, 3650 West Sahara Avenue, Car Spa (TH) Holdings, LLC, Mgr, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100% - Ward 1 (M. McDonald)

**Fiscal Impact**☒**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

**RECOMMENDATION:**

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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 9

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Beer/Wine/Cooler Off-Sale Liquor License, Trader Joe's Company, dba Trader Joe's, 7575 West Washington Ave., Suite 117, John V. Shields, Jr., Dir, COB, CEO, Daniel T. Bane, Pres, Leroy D. Watson, Dir, SVP, Randall G. Scoville, CFO, Mary E. Genest, Dir, Secy, Treas, David R. Radcliffe, Regional Mgr, T.A.C.T. Holding, Inc., 100%, John V. Shields, Jr., Dir, Pres, Leroy D. Watson, Dir, SVP, Mary E. Genest, Asst Secy - Ward 2 (L.B. McDonald)

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

Approval of a new Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 10

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5052, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Charleston AM/PM, 3885 East Charleston Blvd., Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 11

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5057, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Oakey AM/PM, 1619 Las Vegas Blvd. South, Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 12

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Ownership and Business Name for a Beer/Wine Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM Mini Market, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 11 North Nellis Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 3 (Reese)

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

Approval of Change of Ownership and Business Name for a Beer/Wine Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 13

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM #188, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 7500 West Cheyenne Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 4 (Brown)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 14

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #156, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 109 South Rainbow Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 15

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #184, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 8590 West Lake Mead Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 16

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #166, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Nevada Car Wash Properties, LLC, dba Terrible's, 7800 West Sahara Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 17

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba, Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., William J. Coyne, Secy - Ward 1 (M. McDonald)

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

Approval of Officer for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 18

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., William J. Coyne, Secy - Ward 2 (L.B. McDonald)

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

Approval of Officer for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 19

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., William J. Coyne, Secy - Ward 4 (Brown)

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

Approval of Officer for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 20

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Officer for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., William J. Coyne, Secy - Ward 5 (Weekly)

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

Approval of Officer for a Package Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 21

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 1 (M. McDonald)

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

Approval of Managers for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 22

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 2 (L.B. McDonald)

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

Approval of Managers for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 23

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 4 (Brown)

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

Approval of Managers for Package Liquor Licenses

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 24

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Managers for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 5 (Weekly)

**Fiscal Impact**

|                                     |                        |                 |
|-------------------------------------|------------------------|-----------------|
| <input checked="" type="checkbox"/> | No Impact              | Amount:         |
| <input type="checkbox"/>            | Budget Funds Available | Dept./Division: |
| <input type="checkbox"/>            | Augmentation Required  | Funding Source: |

**PURPOSE/BACKGROUND:**

Approval of Managers for a Package Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

Item 29: APPROVED under separate action (see individual item)

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 25

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Officers and Manager for a Package Liquor License, Trader Joe's Company, dba Trader Joe's, 2101 South Decatur Blvd., Suite 25, Daniel T. Bane, Pres, Randall G. Scoville, CFO, David R. Radcliffe, Regional Mgr, Area Mgr - Ward 1 (M. McDonald)

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

Approval of Officers and Manager for a Package Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 26

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Manager for a Tavern Liquor License, Romacorp, Inc., dba Tony Roma's A Place For Ribs, 620 East Sahara Ave., Eric J. Ostrowski, Gen Mgr - Ward 3 (Reese)

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

Approval of Manager for a Tavern Liquor License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 27

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Restricted Gaming License for 6 slots, Venchito H. Cortez, dba Fong's Garden Café de Manila, 2021 East Charleston Blvd., Venchito H. Cortez, 100%, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 3 (Reese)

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

Approval of a new Restricted Gaming License for 6 slots

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 28

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

**DEPARTMENT: FINANCE & BUSINESS SERVICES**

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

**SUBJECT:**

Approval of a new Restricted Gaming License for 7 slots, Short Line Operations, LLC, dba Short Line Express Market, 6698 Sky Pointe Drive, Duane L. Shields, Mgr, Ernest A. Becker, Jr., Mgr, Robert M. Morton, II, Mgr, The Ernest A. Becker IV and Kathleen C. Becker Family Trust, Mmbr, 33 1/3%, Ernest A. Becker, Jr., Trustee, Kathleen R. Becker, Trustee, Duane L. Shields & MaryEllen Shields Family Trust, Mmbr, 33 1/3%, Duane L. Shields, Trustee, MaryEllen Shields, Trustee, AMS 1998 Trust, Mmbr, 33 1/3%, Robert M. Morton, II, Trustee, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 6 (Mack)

**Fiscal Impact**☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

**PURPOSE/BACKGROUND:**

Approval of a new Restricted Gaming License for 7 slots

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

Item 29:

APPROVED under separate action (see individual item)

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 29

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Slot Operator Space Lease Location Non-Restricted Gaming License, Las Vegas Gaming Company, db at Moulin Rouge Hotel, 900 West Bonanza Rd., Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 5 (Weekly)

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

Approval of a new Slot Operator Space Lease Location Non-Restricted Gaming License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**WEEKLY – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused**

**MINUTES:**

COUNCILMAN WEEKLY indicated that he requested the matter be pulled forward for discussion to obtain the status of the Moulin Rouge, as he has received telephone calls from various citizens. JIM DiFIORE, Manager, Business Services, who was accompanied by DAN MAHONEY, Las Vegas Gaming Company, reported that the item entails the approval of 16 slots for non-restricted gaming for a one-day operation this month so that the Moulin Rouge can retain its gaming rights to the property. After that one-day opening, the Moulin Rouge will close down and the gaming and slots will be removed for renovation and remodeling that should be completed in September or early October. The Moulin Rouge will then come back for full investigation by the Gaming Control Board and subsequently for consideration by the City Council.

There was no further discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 30

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots, Market Gaming, Inc., db at Vons #1688, 820 South Rampart, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 2 (L.B. McDonald)

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

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 31

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 5 slots, Westronics, Inc., db at Lil Deuce Coupe Café, 1624 West Oakley Blvd., Approved by the Nevada Gaming Commission on May 25, 2000 - Ward 3 (Reese)

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

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 5 slots

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 32

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Burglar Alarm Service License, Christopher Fanelli, dba I. T. G., 2150 South Highland Drive, Christopher N. Fanelli, 100% - Ward 1 (M. McDonald)

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

Approval of a new Burglar Alarm Service License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:****M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused****Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 33

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Richard L. Gray II, dba Richard L. Gray II, 8309 West Washburn Road, Richard L. Gray II, 100% - Ward 6 (Mack)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 34

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Stephanie Larsen, dba Stephanie Larsen, 6808 Dorita Avenue, #101, Stephanie L. Larsen, 100% - Ward 6 (Mack)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 35

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Israel Anthony Moreno, dba Israel Anthony Moreno, 9229 Magic Flower Avenue, Israel A. Moreno, 100% - Ward 4 (Brown)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:****M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused****Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 36

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Brady C. Nevius, dba Brady C. Nevius, 7310 Smoke Ranch Road, Suite M, Brady C. Nevius, 100% - Ward 4 (Brown)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 37

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Christopher Scott, dba Christopher Scott, 5424 Comchec Way, #103, Christopher D. Scott, 100% - Ward 6 (Mack)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:****M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused****Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 38

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Erika Seime, dba Erika Seime, 2601 Grand Canyon Drive, Unit 1077, Erika L. Seime, 100% - Ward 2 (L.B. McDonald)

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

Approval of a new Independent Massage Therapist License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 39

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Diane Somerville, dba Diane I. Somerville, 5132 Sugarfoot Avenue, Diane I. Somerville, 100% - Ward 1 (M. McDonald)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 40

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Rosemarie Testa, dba Rosemarie Testa, 740 Vera Dell Court, Rosemarie Testa, 100% - Ward 3 (Reese)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 41

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of a new Independent Massage Therapist License, Issarin Sayavong, dba Issarin Sayavong, 2016 Orchard Valley Drive, Issarin Sayavong, 100% - (County)

**Fiscal Impact**☒**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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 42

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Location for an Independent Massage Therapist License, Thomas Bogle, dba Hands On Therapeutic Massage of Las Vegas, From: 7480 Mountainboro Lane, To: 3935 Jeffrey's Street, Thomas E. Bogle, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 43

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Nadia Broadaway, dba Nadia Broadaway, From: 6530 Annie Oakley Drive, #2828, To: 4480 East Charleston Blvd., Nadia Broadaway, 100% - Ward 3 (Reese)

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

Approval of Change of Location for an Independent Massage Therapist License

**RECOMMENDATION:**

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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

Item 29:

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 44

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Location for an Independent Massage Therapist License, Charlotte Smith, dba Charlotte Smith, From: 717 South Eighth Street, To: 7220 Westbrook Avenue, Charlotte Smith, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 45

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Location for an Independent Massage Therapist License, Melinda G. Turlington, dba Progressive Wellness & Relaxation, From: 3230 East Flamingo Road, Unit 525, To: 4040 Boulder Highway, Unit 2030, Melinda G. Turlington, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 46

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Business Name for an Independent Massage Therapist License, Tracy Hite, dba From: Tracy Hite, To: TGH Massage, 10705 Primrose Arbor Avenue, Tracy Hite, 100% - Ward 2 (L.B. McDonald)

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

Approval of Change of Business Name for an Independent Massage Therapist License

**RECOMMENDATION:**

Recommend approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 47

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of Change of Location for a Psychic Arts and Astrology License subject to the provisions of the planning and fire codes, Annie Phillips, dba Annie Phillips, From: 1151 South Buffalo Drive, Suite 120, To: 2101 South Decatur Blvd., Suite 16, Annie Phillips, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Location for a Psychic Arts and Astrology License

**RECOMMENDATION:**

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

**BACKUP DOCUMENTATION:**

None

**MOTION:**

M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 48

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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

Approval of withdrawal of bids and award of Bid Number 000082-KF, annual requirements contract for printing paper and envelopes - various departments - Award recommended to: VARIOUS VENDORS (Estimated annual aggregate amount of \$200,000 - General Fund)

**Fiscal Impact**☐**No Impact****Amount:** Estimated \$200,000☒**Budget Funds Available****Dept./Division:** Various☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

Annual requirements contract for printing paper and envelopes for various departments. Corporate Express (Lots I & IX), Westvaco (Lots III & IX) and Southland Envelope Company (Lot III) requests withdrawal of their bids.

Lot I & II - McGrann Paper West (POC: Candice Sheehey - 644-3438 )

Lot III-Office Depot (POC: Timi Ferguson-739-0005)

Lots IV,V, VI, & VII - Unisource (POC: Mitch Hanson - 800-914-7735)

Lot VIII - Xpedx (POC: Michael Buswell - 837-2038)

Lots IX - Southland Envelope Company (POC: Robert Gawlowski- 800-836-8356)

**RECOMMENDATION:**

That City Council approve the withdrawal of bids and award of Bid Number 000082-KF, ARC for printing paper and envelopes to various vendors for the period from date of award to June 30, 2001, with four (4) one-year renewal options in the estimated annual aggregate amount of \$200,000.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

*City of Las Vegas*

Agenda Item No.: 48

CITY COUNCIL MEETING OF AUGUST 2, 2000

Finance and Business Services

Item 48 – Bid No. 000082-KF

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 49

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of the issuance of a purchase order for the purchase of four (4) GO-4 Model BT-57 Interceptor three-wheel scooters (TG) - Department of Public Works - Award recommended to: WHITE BEAR SALES INC. (\$76,000 - Internal Service Fund)

**Fiscal Impact**☐**No Impact****Amount: \$76,000**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase of four (4) replacement GO-4 model BT-57 Interceptor three-wheel scooters to be used by the parking enforcement section of the Detention Field Services Division.

This item is exempt from competitive bidding requirements pursuant to NRS 332.115 1(d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

Scott Sommer - (800) 491-2443

**RECOMMENDATION:**

That the City Council approve the issuance of a purchase order for the purchase of four (4) replacement GO-4 model BT-57 interceptor three-wheel scooters (TG) to White Bear Sales Inc. in the amount of \$76,000.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 50

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 00.1730.30-LED, Smoke Ranch Road sanitary sewer improvements; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TRADE WEST CONSTRUCTION (\$68,060 - Capital Projects Fund)

**Fiscal Impact**☐**No Impact****Amount: \$68,060**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

This request will generally consist of tying into two existing sanitary sewer manholes, the installation of 229 lineal feet of 12" PVC sanitary sewer main, the construction of two new 48" sanitary sewer manholes and the replacement of existing asphalt concrete payment.

POC: Nick Janneck - 346-2757

**RECOMMENDATION:**

That the City Council approve the award of Bid Number 00.1730.30-LED, Smoke Ranch Road sanitary sewer improvements to Trade West Construction in the estimated amount of \$68,060 and approve a construction conflicts and contingency amount of \$11,940.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

CITY OF LAS VEGAS  
Las Vegas, Nevada  
CONSTRUCTION CONTRACT

BID NUMBER 00.1730.30-LED

DATE of CONTRACT August 2, 2000

NAME AND ADDRESS OF CONTRACTOR

Trade West Construction  
41 N. Arrowhead Lane, Ste. A  
Mesquite, NV 89027

INDIVIDUAL ☒

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒  
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Smoke Ranch Road Sanitary Sewer Improvements** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1730.30-LED**, and **Trade West Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Sixty-eight Thousand Sixty Dollars and 00/Cents

\$68,060.00

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 00.1730.30-LED  
Contract Drawings No. 307-V786 Date: February 17, 2000

**CONTRACTOR WARRANTIES** - The Contractor hereby warrants he:

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

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN **Forty-Five (45) WORKING 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.

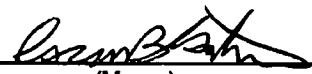
**ALTERATIONS:** The following changes were made in this contract before it was signed by the parties hereto:

None

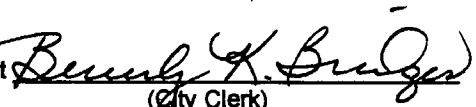
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

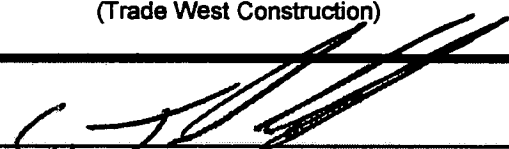
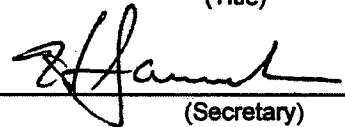
CITY OF LAS VEGAS

CONTRACTOR Trade West Construction

By   
(Mayor)

(Trade West Construction)

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

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| By <u></u><br>(Signature)     |
| <u>OWNER</u><br>(Title)                                                                                           |
| Attest <u></u><br>(Secretary) |

Approved as to form:

Robert S. Zeman 8-15-00  
Date

#### 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 342 78 63  
DATE EXECUTED 8/08/00

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

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$68,060.00, 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. 00.1730.30, of the City's specifications, entitled Snoke Ranch Road Sanitary Sewer Improvements

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 8th day of August, ~~19~~ 2000

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

Caroline L. Brown  
(Resident Agent)

49531  
(State of Nevada, License Number)

Caroline L. Brown  
(Appointed Agent Name)

By: Caroline L. Brown  
(Signature)

Address: 321 Rose Petal Court  
Henderson, NV 89012

Telephone: 702/263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Trade West Construction  
(Principal Contractor)

[Signature]  
(Authorized Representative and Title)

By: NICK JANNECK, TRS MGR  
(Signature)

Surety: American Alliance Insurance Company

I0026  
(State of Nevada, License Number)

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

By: Caroline L. Brown  
(Signature)

Address: 8370 W. Cheyenne, #109-2

Las Vegas, NV 89129

Telephone: 702/638-0134

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 342 78 63DATE EXECUTED 8/08/00

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

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$68,060.00, 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. 00.1730.30, of the City's specifications, entitled Smoke Ranch Road Sanitary Sewer Improvements

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 8th day of August, 2000

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

Caroline L. Brown  
(Resident Agent)

49531  
(State of Nevada, License Number)

Caroline L. Brown  
(Appointed Agent Name)

By: Caroline L. Brown  
(Signature)

Address: 321 Rose Petal Court  
Henderson, NV 89012

Telephone: 702/263-9065

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Trade West Construction  
(Principal Contractor)

NICK JANNECK, Pres. MWH  
(Authorized Representative and Title)

By: [Signature]  
(Signature)

Surety: American Alliance Insurance Company

10026  
(State of Nevada, License Number)

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

By: Caroline L. Brown  
(Signature)

Address: 8370 Cheyenne, #109-2

Las Vegas, NV 89129

Telephone: 702/638-0134

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).

## AMERICAN ALLIANCE INSURANCE COMPANY®

NO. 16833

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALLIANCE INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| NAME              | ADDRESS           | LIMIT OF POWER |
|-------------------|-------------------|----------------|
| CAROLINE L. BROWN | BOTH OF           | ALL            |
| DAVID L. JOHNSON  | HENDERSON, NEVADA | UNLIMITED      |

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the AMERICAN ALLIANCE INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of

September, 1999.

Attest:

AMERICAN ALLIANCE INSURANCE COMPANY



*[Signature]*  
Assistant Secretary

*[Signature]*  
Vice President

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 29th day of September, 1999, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio that he is the Vice President of the Bond Division of American Alliance Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



MAUREEN DOUGHERTY

Notary Public, State of Ohio

My Commission Expires Aug. 12, 2001

*Maureen Dougherty*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of American Alliance Insurance Company by unanimous written consent dated July 12, 1995.

RESOLVED: That the Divisional President, the several Divisional Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute in behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of the American Alliance Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 12, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of August, 2000.



*[Signature]*  
Assistant Secretary

## ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada )  
County of Clark ) ss

On this 8th day of August, 2000, before me

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

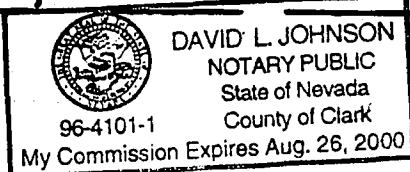
My Commission Expires

8-26-2000

Clark County, Nevada

David L. Johnson  
Notary Public

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



## AMERICAN ALLIANCE INSURANCE COMPANY®

NO. 16833

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|-------------------|-------------------|----------------|
| CAROLINE L. BROWN | BOTH OF           | ALL            |
| DAVID L. JOHNSON  | HENDERSON, NEVADA | UNLIMITED      |

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September, 1999

Attest:

AMERICAN ALLIANCE INSURANCE COMPANY



*[Signature]*  
Assistant Secretary

*[Signature]*  
Vice President

STATE OF OHIO, COUNTY OF HAMILTON-ss:

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MAUREEN DOUGHERTY

Notary Public, State of Ohio

My Commission Expires Aug. 12, 2001

*Maureen Dougherty*

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Signed and sealed this 8th day of August, 2000



*[Signature]*  
Assistant Secretary

## ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada )County of Clark )

ss

On this 8th day of August, 2000, before me

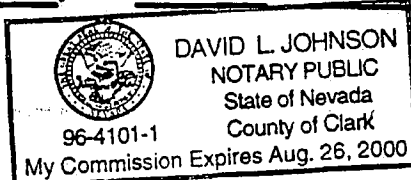
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My Commission Expires

8-26-2000Clark County, Nevada

Notary Public

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



## GUARANTEE BOND

BOND NUMBER 342 78 63

DATE EXECUTED 8/08/2000

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

GUARANTEE for Trade West Construction, 41 N. Arrowhead Land, Suite A, Mesquite, NV  
(Name and Address of Prime Contractor)

89027

We hereby guarantee that the Smoke Ranch Road Sanitary Sewer Improvements 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 8th day of August, ~~19~~ 2000

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

Caroline L. Brown  
(Resident Agent)

49531  
(State of Nevada, License Number)

Caroline L. Brown  
(Appointed Agent Name)

By: Caroline L. Brown  
(Signature)

Address: 321 Rose Petal Court  
Henderson, NV 89012

Telephone: 702/263-9065

Telephone: 702/263-9065  
(Local Agent)

Telephone: 702/263-9065  
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Trade West Construction  
(Principal Contractor)

NICK JANNECK, PRAL MGR  
(Authorized Representative and Title)

By: [Signature]  
(Signature)

Surety: American Alliance Insurance Company

I0026  
(State of Nevada, License Number)

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

By: Caroline L. Brown  
(Signature)

Address: 8370 W. Cheyenne, #109-2  
Las Vegas, NV 89129

Telephone: 702/638-0134

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).

## AMERICAN ALLIANCE INSURANCE COMPANY®

NO. 16833

## POWER OF ATTORNEY

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| NAME              | ADDRESS           | LIMIT OF POWER |
|-------------------|-------------------|----------------|
| CAROLINE L. BROWN | BOTH OF           | ALL            |
| DAVID L. JOHNSON  | HENDERSON, NEVADA | UNLIMITED      |

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Attest:

AMERICAN ALLIANCE INSURANCE COMPANY



*[Signature]*  
Assistant Secretary

*[Signature]*  
Vice President

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 29th day of September, 1999, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio that he is the Vice President of the Bond Division of American Alliance Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



MAUREEN DOUGHERTY  
Notary Public, State of Ohio  
My Commission Expires Aug. 12, 2001

*Maureen Dougherty*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of American Alliance Insurance Company by unanimous written consent dated July 12, 1995.

RESOLVED: That the Divisional President, the several Divisional Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute in behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

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## CERTIFICATION

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Signed and sealed this 8th day of August, 2000.



*[Signature]*  
Assistant Secretary

**ACKNOWLEDGMENT OF CORPORATE SURETY**

**STATE OF** Nevada )  
**County of** Clark ) ss

On this 8th day of August, 2000, before me

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

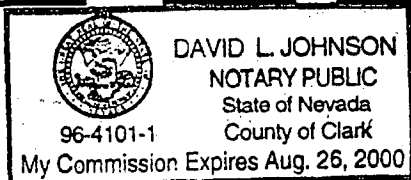
**My Commission Expires**

8-26-2000

Clark County, Nevada

Notary Public

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



DATE (MM/DD/YY)  
08/08/2000

**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.**

**Ext:**

COMPANY Applied Risk Ins. Services

**COMPANY** Progressive Insurance

**COMPANY  
C**

COMPANY  
D

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.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Bid No. and Project Name:00.1730.30-LED/Smoke Ranch Road sanitary Sewer Improvements. THE CITY OF LAS VEGAS, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

## CANCELLATION

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

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL INDEX POST TO MAIL

**30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**

[illegible]

**AUTHORIZED REPRESENTATIVE**

**ACORD™ CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

08/08/2000

|                                                                                                                   |                                                                                                                                                                                                             |                                  |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>PRODUCER</b><br>Insurance Solutions<br>P.O. Box 80987<br>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. |                                  |
|                                                                                                                   | <b>COMPANIES AFFORDING COVERAGE</b>                                                                                                                                                                         |                                  |
|                                                                                                                   | COMPANY A                                                                                                                                                                                                   | Builders Insurance Company, Inc. |
|                                                                                                                   | COMPANY B                                                                                                                                                                                                   |                                  |
| <b>INSURED</b> Leavitt, Clarence Todd<br>Trade West Construction<br>41 North Arrowhead Lane<br>Mesquite, NV 89027 | 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 (In Thousands)                                |    |
|--------|-------------------------------------------------------------------------|--------------------------|----------------------------------|-----------------------------------|------------------------------------------------------|----|
|        | <b>GENERAL LIABILITY</b>                                                |                          |                                  |                                   | BODILY INJURY OCC                                    | \$ |
|        | <input type="checkbox"/> COMPREHENSIVE FORM                             |                          |                                  |                                   | BODILY INJURY AGG                                    | \$ |
|        | <input type="checkbox"/> PREMISES/OPERATIONS                            |                          |                                  |                                   | PROPERTY DAMAGE OCC                                  | \$ |
|        | <input type="checkbox"/> UNDERGROUND                                    |                          |                                  |                                   | PROPERTY DAMAGE AGG                                  | \$ |
|        | <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD                    |                          |                                  |                                   | BI & PD COMBINED OCC                                 | \$ |
|        | <input type="checkbox"/> PRODUCTS/COMPLETED OPER                        |                          |                                  |                                   | BI & PD COMBINED AGG                                 | \$ |
|        | <input type="checkbox"/> CONTRACTUAL                                    |                          |                                  |                                   | PERSONAL INJURY AGG                                  | \$ |
|        | <input type="checkbox"/> INDEPENDENT CONTRACTORS                        |                          |                                  |                                   |                                                      |    |
|        | <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE                     |                          |                                  |                                   |                                                      |    |
|        | <input type="checkbox"/> PERSONAL INJURY                                |                          |                                  |                                   |                                                      |    |
|        | <b>AUTOMOBILE LIABILITY</b>                                             |                          |                                  |                                   | BODILY INJURY (Per person)                           | \$ |
|        | <input type="checkbox"/> ANY AUTO                                       |                          |                                  |                                   | BODILY INJURY (Per accident)                         | \$ |
|        | <input type="checkbox"/> ALL OWNED AUTOS (Private Pass)                 |                          |                                  |                                   | PROPERTY DAMAGE                                      | \$ |
|        | <input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger) |                          |                                  |                                   | BODILY INJURY & PROPERTY DAMAGE COMBINED             | \$ |
|        | <input type="checkbox"/> HIRED AUTOS                                    |                          |                                  |                                   | EACH OCCURRENCE                                      | \$ |
|        | <b>EXCESS LIABILITY</b>                                                 |                          |                                  |                                   | AGGREGATE                                            | \$ |
|        | <input type="checkbox"/> UMBRELLA FORM                                  |                          |                                  |                                   |                                                      | \$ |
|        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                    | WC-300-0001325-2000A - 1 | 01/01/2000                       | 01/01/2001                        | <input checked="" type="checkbox"/> STATUTORY LIMITS |    |
|        | THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:                         |                          |                                  |                                   | <input checked="" type="checkbox"/> INCL             |    |
|        |                                                                         |                          |                                  |                                   | <input type="checkbox"/> EXCL                        |    |
|        |                                                                         |                          |                                  |                                   |                                                      |    |
|        |                                                                         |                          |                                  |                                   |                                                      |    |
|        | <b>OTHER</b>                                                            |                          |                                  |                                   |                                                      |    |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SMOKE RANCH ROAD SANITARY SEWER IMPROVEMENTS

**CERTIFICATE HOLDER**

CITY OF LAS VEGAS, PURCHASING & CONTRACTS  
 ATTN: LLOYD DAVIS  
 400 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:



*City of Las Vegas*

Agenda Item No.: 51

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the issuance of a purchase order for the purchase of two (2) LifePak12 defibrillator/monitors with 3D biphasic technology (TG) - Department of Fire Services - Award recommended to: MEDTRONIC PHYSIO-CONTROL (\$48,742.50 - General Fund)

**Fiscal Impact**☐**No Impact****Amount: \$48,742.50**☒**Budget Funds Available****Dept./Division: Fire Services**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase of two (2) LifePak12 defibrillator/monitors with 3D biphasic technology to support the projected increase of EMS transports.

This item is exempt from competitive bidding requirements pursuant to NRS 332.115 1(d), Equipment which by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

Mark Sheldahl - (702) 493-3258

**RECOMMENDATION:**

That the City Council approve the issuance of a purchase order for the purchase of two (2) LifePak12 defibrillator/monitors with 3D biphasic technology (TG) to Medtronic Physio-Control in the amount of \$48,742.50.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 52

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

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

Approval of the issuance of a purchase order for database subscription and published legal materials for the City Attorney's Office (TB) - Office of the City Attorney - Award recommended to West Group (Estimated amount of \$42,000 - General Fund)

**Fiscal Impact**☐**No Impact****Amount:** Estimated \$42,000☒**Budget Funds Available****Dept./Division:** Office of the City Attorney☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

This requirement will provide the City Attorney's Office with a database subscription and published legal materials for daily operation. The estimated annual amount for fiscal year 2001 is \$35,000. An additional \$7,000 is being requested to cover fiscal year 2000 expenses, which total an annual amount of \$31,000.

This service is exempt from the competitive bidding exception pursuant to NRS 332.115 1(i), Books, library materials and subscriptions.

**RECOMMENDATION:**

That City Council approve the issuance of a purchase order for database subscriptions and published legal materials (TB) to West Group for the period from date of award through June 30, 2001, in the estimated amount of \$42,000.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED** Consent Items 5-28 and 30-76 – **UNANIMOUS** with L.B. McDONALD excused

**Item 29:****APPROVED** under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 53

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Preapproval of Bid Number 00.1730.31-RC, Stewart Avenue parking garage-utility relocation, to the lowest responsive and responsible bidder; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Engineer's estimate \$750,000 - Capital Projects Fund)

**Fiscal Impact**☐**No Impact****Amount:** Estimated \$750,000☒**Budget Funds Available****Dept./Division:** Public Works☐**Augmentation Required****Funding Source:** Capital Projects Fund**PURPOSE/BACKGROUND:**

The work under this contract is located between Stewart Avenue and Ogden Street and between Fourth Street and Las Vegas Blvd., and shall consist of the relocation of the existing utilities out of a portion of the area bounded by the above referenced streets. The work shall include, but is not limited to the installation of a new underground utility substructure system for electrical power and telephone; the installation of a new twelve inch (12") water main and two fire hydrants and the installation of a new eight inch (8") sanitary sewer main.

**RECOMMENDATION:**

That the City Council preapprove the award of Bid Number 00.1730.31-RC, Stewart Avenue parking garage-utility relocation, to the lowest responsive and responsible bidder; and approve a construction conflicts & contingency reserve set by Finance and Business Services in the estimated amount \$750,000.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED** Consent Items 5-28 and 30-76 – **UNANIMOUS** with L.B. McDONALD excused

**Item 29:****APPROVED** under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 54

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of confirmation of award of Bid Number 00.1730.34-RC, Sahara Avenue sanitary sewer replacement; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award Recommended to: WELLS CARGO, INC. (\$1,571,694.95 - Enterprise Fund)

**Fiscal Impact**☐**No Impact****Amount: \$1,571,694.95**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Enterprise Fund****PURPOSE/BACKGROUND:**

City Council preapproved the award of this bid on 6/7/00 to the lowest responsive and responsible bidder in the Engineer's estimated amount of \$1,500,000. The low bid submitted exceeded the estimated budgeted amount. This contract was awarded pursuant to NRS 332.055, Emergency Contracts. Approval of this item from Council is required pursuant to NRS; therefore, staff is presenting this item for confirmation of award.

POC: Guy Wells - 876-0659

**RECOMMENDATION:**

That the City Council confirm the award of Bid Number 00.1730.34-RC, Sahara Avenue sanitary sewer replacement to Wells Cargo, Inc. in the amount of \$1,571,694.95, and approve a construction conflicts and contingency amount of \$128,306.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 55

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of payment for a permanent partial disability award - Claim #9907-21 as required under workers' compensation statutes (\$33,441 from the Workers' Compensation Internal Service Fund)

**Fiscal Impact**☐**No Impact****Amount: \$33,441**☒**Budget Funds Available****Dept./Division: Human Resources**☐**Augmentation Required****Funding Source: Workers' Compensation Internal Service Fund****PURPOSE/BACKGROUND:**

An auto technician was diagnosed with a right shoulder rotator cuff tear after falling from a street sweeper. He has been rated by a state authorized medical doctor who determined that the injury resulted in a 14% whole body impairment.

**RECOMMENDATION:**

That the award of \$33,441 be approved.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 56

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

**DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to convert hourly Intern 3 to a regular Sr. Architectural Technician position (\$34,647 - General Fund)

**Fiscal Impact**☐**No Impact****Amount: \$34,647**☒**Budget Funds Available****Dept./Division: Human Resources**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This position request is one part of a two-part request for two Sr. Architectural Technicians, consisting of this upgrade and a downgrade. The additional cost of the upgrade and the savings from the downgrade result in an annual net cost of \$14,431, which has been funded by a transfer from the Streets Division to Architectural Services. In March 2000, APQC Consulting Group recommended an additional Architectural Project Engineer, but management feels two support positions will have more value to the operations of the section.

**RECOMMENDATION:**

Convert the hourly Intern 3 position to a regular Sr. Architectural Technician position.

**BACKUP DOCUMENTATION:**

Human Resources Position Create-Change Form

**MOTION:**

**M. McDONALD – APPROVED** Consent Items 5-28 and 30-76 – **UNANIMOUS** with L.B. McDONALD excused

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*  
**POSITION CREATE-CHANGE FORM**

**Department:** Public Works  
**Division:** Architectural Services  
**Contact Person:** Patty Moyer

**Date Initiated:** 6/5/00  
**Target Council Agenda Date:** Not Applicable  
**Extension:** 2184

**Type of Request:** Convert Hourly to Regular Position  
If Other was chosen, explain here: \_\_\_\_\_

**Current (For Dept Use)**

**Position #:** 10896 (previously 08016)  
**Job Title:** Intern 3  
**Grade:** HY19  
**Budget Org.:** 15301  
**Funding Source:** General Fund

**Proposed (For Dept Use)**

**Job Title:** Sr. Architectural Technician  
**Grade:** CC40  
**Position Type:** Regular  
**Fill Date:** 7/9/00 or ASAP  
**Scheduled Hours per Week:** 40  
**Duration:** Permanent

**Budget Org:** 15301  
**Funding Source:** General Fund

**Department Justification**

(Explain why this new position or change is needed.)

Workload demands and the need for support positions to existing and proposed staff is what is driving this request which is one part of a two-part PCC request. This position (#008016) is a request for an upgrade (COST of \$35,910) the other request is a position downgrade (#000283) with a savings of \$18,953. Net result is an overall COST of \$16,958 by combining and reallocating these two positions. SECTION WILL USE DOLLARS TRANSFERRED FROM 15600 (\$17,000) TO 15300 TO MAKE UP THE COSTS ASSOCIATED WITH THIS UPGRADE. "Recommendation" from Engineering Study (APQC Consulting Group/March 2000) did suggest an Architectural Engineer (GR52) however, after evaluation it is felt by Management that these two positions have far more value to the support effort for the overall section than one Architectural Engineer.

**Human Resources Approval**

**Finance Approval**

**Fiscal impact of salary plus benefits:**

Current fiscal year \$ 34,647      Annualized \$ 34,647 \*      Current fiscal year budgeted amount \$ 19,860  
Finance Notes: Fiscal impact based on Grade 40, Step 1 per department.

New Seq. #, if applicable:

Calculated by: Joni Prucnal      Date: 07/10/00  
Approved by: Joni Prucnal      Date: 07/10/00  
Entered by:      Date:

\* Figure used to determine approval level required.

**Approving Authority**

- ☐ Annualized fiscal impact is \$5,000 or less: Human Resources Director signature required.  
☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.  
☐ Request is approved with an effective date of July 1 of upcoming budget year; City Council approval can be disregarded; Inclusion in the budget is not automatic - department must submit with next budget request.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

☒ Annualized fiscal impact is over \$25,000: City Council approval is required.

*City of Las Vegas*

Agenda Item No.: 57

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of payment for a permanent partial disability award - Claim #9012-27 as required under the workers' compensation statutes (\$48,363 from the Workers' Compensation Internal Service Fund)

**Fiscal Impact**☐**No Impact****Amount: \$48,363**☒**Budget Funds Available****Dept./Division: Human Resources**☐**Augmentation Required****Funding Source: Workers' Compensation Internal Service Fund****PURPOSE/BACKGROUND:**

A corrections supervisor was diagnosed with mandible contusion after she was struck in the face by a combative inmate. She has been rated by a state authorized medical doctor who determined that the injury resulted in a 19 percent whole body impairment.

**RECOMMENDATION:**

That the award of \$48,363 be approved.

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 58

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

**DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the revised Neighborhood Services Department Neighborhood Development Division City of Las Vegas Single Family Residential Rehabilitation Program

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

On August 19, 1999, the City Council approved the Neighborhood Preservation Program for single family residential rehabilitation, reconstruction, infill housing and for business façade improvement. The Neighborhood Preservation Program has been revised and entitled City of Las Vegas Single Family Residential Rehabilitation Program to more accurately reflect the main component of the program as that of single family residential rehabilitation.

**RECOMMENDATION:**

The City Manager recommends that the City Council approve the revised City of Las Vegas Single Family Residential Rehabilitation Program.

**BACKUP DOCUMENTATION:**

City of Las Vegas Single Family Residential Rehabilitation Program Manual

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

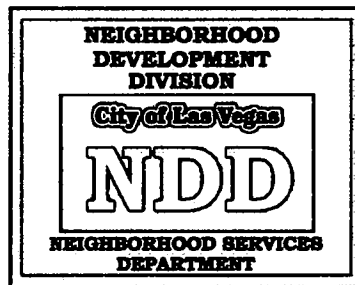
**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

# **CITY OF LAS VEGAS SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM**



Revised 2August2000

# CITY OF LAS VEGAS SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM

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## CITY OF LAS VEGAS SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM

### OVERVIEW

The purpose of the City of Las Vegas Single Family Residential Rehabilitation Program is to improve and rebuild neighborhoods by improving the physical condition of residences and businesses and improving the visual image of overall neighborhoods.

City Council has delegated the responsibility of implementing and administering the Neighborhood Preservation Program to the Neighborhood Development Division of the Neighborhood Services Department.

**All assistance for residential improvements under this Single Family Residential Rehabilitation Program is for owner-occupied single-family residences only, with only one dwelling unit per lot.**

For income guidelines for all preservation programs outlined in this manual, see Attachment "A", HUD Income Guidelines. For maximum limit of assistance available, see Attachment "C", HUD Mortgage Limits.

### SINGLE FAMILY RESIDENTIAL REHABILITATION PROGRAM (CDBG and HOME Funds)

This program is designed to provide assistance in achieving the rehabilitation of substandard structures located within the City limits with emphasis on low income census tracts. Financial assistance in various categories is offered to owner-occupied residences and is specifically designed to meet different levels of income and family characteristics.

The goals of this program:

- Upgrading substandard single family residential owner-occupied homes by correcting housing deficiencies and addressing items deemed essential for basic health, safety, and welfare
- Specifically, this program addresses, in the following sequence of priorities:
 

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1*. Roofing</li> <li>2*. Mechanical</li> <li>3*. Electrical</li> <li>4*. Plumbing</li> <li>5*. Doors (includes hardware)</li> <li>6*. Windows (re-glazing, frames, handles and cranks)</li> </ol> | <ol style="list-style-type: none"> <li>7. Insulation (minimum code requirement)</li> <li>8. Concrete Slab Repair</li> <li>9. Wall Repair (drywall and plaster)</li> <li>10. Floor Covering</li> <li>11. ADA issues</li> <li>12. Lead Paint and Asbestos Abatement during general rehabilitation activities</li> <li>13. Counter Tops and Cabinetry</li> <li>14. Debris Removal (includes tree removal if necessary)</li> </ol> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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\* Emergency Grants can address only the first 6 priorities

This program is available to all income eligible residents residing within the City limits of Las Vegas, with special emphasis placed on the following low income Census Tracts (see Attachment "B", Census Map of CDBG Targeted Neighborhoods, page 14):

|      |                    |      |            |
|------|--------------------|------|------------|
| 2.01 | blocks 203 and 204 | 5.04 | all blocks |
| 3.01 | all blocks         | 5.02 | all blocks |
| 3.02 | all blocks         | 5.03 | all blocks |
| 4.00 | all blocks         | 6.00 | all blocks |

The following financing alternatives are available for rehab programs for existing single-family owner-occupied residential dwellings, including mobile homes, within the boundaries of the City of Las Vegas:

- 1A. Emergency Grants (CDBG funds only)
- 1B. Non-Emergency Grants (Mobile home only; CDBG funds only)
- 2. Deferred Loans (HOME funds)
- 3. Direct Loans (HOME funds)

These alternatives are explained in detail below.

### Eligibility

Determination of eligibility of the owner-occupant is based on household income in relation to the number of permanent residents in the household. Household income may include, but is not limited to, wages, pensions, social security benefits, and disability benefits of adult residents. Income of anyone under the age of 18 years or of a full-time undergraduate student shall not be included. A detailed listing of income inclusions and exclusions and criteria for determining household members is included with the application documents. The homeowner can not have assets that exceed \$20,000 for applicants 55 year of age or older and \$10,000 for all other households (excluding two automobiles, the subject property and its furniture and fixtures).

The dwelling must be the permanent residence of the applicant for a minimum of one year prior to application for any assistance. Any property receiving assistance for rehab will not be eligible for further assistance, unless inspection resulting from emergency repairs reveal that additional code violations are existing. In this case, the applicant must re-apply under the regular Residential Rehabilitation Program as described in this manual.

## **TYPES OF FUNDING AVAILABLE FOR RESIDENTIAL REHABILITATION**

### **1A. Emergency Grants (CDBG Funds Only)**

The sole source for Emergency Rehab Grants is Community Development Block Grant (CDBG) funds. These grants are available for single-family owner-occupied residences only. Qualified owner-occupants will be eligible to receive Emergency Rehab Grants for a maximum amount of \$5,000. A Citywide cap of \$50,000 per year will be allocated for Emergency Grants. Household income must be 50% of the area median income or lower as

specified on Attachment "A". The homeowner can not have assets that exceed \$20,000 for applicants 55 year of age or older and \$10,000 for all other households (excluding two automobiles, the subject property and its furniture and fixtures).

#### Verification

The Neighborhood Development Division will verify the applicant's income, current mortgage and obtain a title report verifying ownership and showing existing liens. Title to the property must be vested into the applicant and must be clear of all encumbrances except first and second mortgages at the time the grant is approved. Detailed requirements will be outlined at the time of application.

Emergency Rehab grants are not required to be repaid and do not result in an additional lien being placed on the owner's property.

#### Property Inspection

Work to be performed will be determined by a staff inspection and a cost estimate will be prepared. Emergency rehab work must include only those items deemed necessary to meet minimum health and safety standards.

- Specifically, this program addresses, in the following sequence of priorities:

- |               |                                                   |
|---------------|---------------------------------------------------|
| 1. Roofing    | 4. Plumbing                                       |
| 2. Mechanical | 5. Doors (includes hardware)                      |
| 3. Electrical | 6. Windows (re-glazing, frames, handles & cranks) |

Household income must be 50% of the area median income or lower as specified on Attachment "A".

#### **1B. Non-Emergency Grants (Mobile Homes only; CDBG funds only)**

These grants are available for qualified single-family owner-occupied mobile homes only, for a maximum amount of \$5,000. A Citywide cap of \$50,000 per year will be allocated for Mobile Homes. Household income must be 50% of the area median income or lower as specified on Attachment "A". The homeowner can not have assets that exceed \$20,000 for applicants 55 year of age or older and \$10,000 for all other households (excluding two automobiles, the subject property and its furniture and fixtures).

#### Verification

The Neighborhood Development Division will verify the applicant's income, current mortgage and obtain a title report verifying ownership and showing existing liens. Title to the property must be vested into the applicant and must be clear of all encumbrances except first and second mortgages at the time the grant is approved. Detailed requirements will be outlined at the time of application.

Emergency Rehab grants are not required to be repaid and do not result in an additional lien being placed on the owner's property.

### Property Inspection

Work to be performed will be determined by a staff inspection and a cost estimate will be prepared. Emergency rehab work must include only those items deemed necessary to meet minimum health and safety standards.

- Specifically, this program addresses, in the following sequence of priorities:

- |                                                     |                                                                                |
|-----------------------------------------------------|--------------------------------------------------------------------------------|
| 1. Roofing                                          | 8. Wall Repair (drywall and plaster)                                           |
| 2. Mechanical                                       | 9. Floor Covering                                                              |
| 3. Electrical                                       | 10. ADA issues                                                                 |
| 4. Plumbing                                         | 11. Lead Paint and Asbestos Abatement during general rehabilitation activities |
| 5. Doors (includes hardware)                        | 12. Counter Tops and Cabinetry                                                 |
| 6. Windows (re-glazing, frames, handles and cranks) | 13. Debris Removal (includes tree removal if necessary)                        |
| 7. Concrete Slab Repair                             |                                                                                |

Household income must be 50% of the area median income or lower as specified on Attachment "A".

## **2. Deferred Loans (Home Funds)**

The sole source of single-family residence rehabilitation loans are Home Investment Partnerships Program (HOME) funds. The use of Federal funds require an Environmental Review (ER).

Deferred loans are designed to assist owner-occupants of (single-family) homes with incomes at or below 50% of the area median. Qualified owner-occupants will be eligible to receive a deferred rehabilitation loan in the maximum amount of \$30,000. The homeowner can not have assets that exceed \$20,000 for applicants 55 year of age or older and \$10,000 for all other households (excluding two automobiles, the subject property and its furniture and fixtures). Relocation expenses (if applicable) will be included in the \$30,000 maximum, to create a total assistance package as part of the deferred rehabilitation loan.

### Verification

The Neighborhood Development Division will verify the applicant's income, current mortgage and obtain a title report verifying ownership and existing liens. Proof of current homeowner insurance is required. A reverification of current homeowner's insurance is required every 12 months. Flood insurance is required in flood-prone areas. An appraisal of the property by a certified appraiser is required. The sum of the existing indebtedness and the estimated rehab cost cannot exceed the appraised value, and the appraised value cannot exceed the maximum mortgage amount per Attachment "C".

### Title Requirements

Title to the property must be vested into the applicant and must be clear of all encumbrances except first and second mortgage at the time of the loan is approved. Detailed requirements will be outlined at the time of application. The dwelling must be the permanent residence of

the applicant for a minimum of one year prior to application for any assistance. Any property receiving assistance for rehab will not be eligible for further assistance, unless inspection resulting from emergency repairs reveal that additional code violations are existing. In this case, the applicant must re-apply under the regular Residential Rehabilitation Program as described in this manual.

### Repayment Requirements

Deferred loans are interest free and are not required to be repaid unless the owner-occupant ceases to reside in the home or otherwise transfers title to the property to an income eligible heir(s) who will reside at the residence. The applicant agrees to repay the City the amount of the principal of such a loan from proceeds obtained by the applicant from the sale or transfer of the property and/or primary housing unit if such sale is made prior to the applicants/owners death. In the event of death, if the property is transferred to the surviving heir(s), said heir(s) must meet income qualifications at that time; and must make the property their primary residence. In the event the death of the applicant should occur prior to the sale of the property, the applicant must agree that the City of Las Vegas may file a claim against the estate, based on the unpaid loan to be satisfied from the liquidation or sale of the property upon which the loan funds are granted. The note is to be secured by a Deed of Trust in favor of the City. The owner-occupant must execute a Deed of Trust and a Promissory Note in favor of the City of Las Vegas. The Deed of Trust will be recorded and will stay in effect until the loan is paid in full. When the loan has been paid in full the lien on the property will be released. Written proof of current homeowner insurance naming the City of Las Vegas as a loss payee, and proof of flood insurance if required, must be regularly updated at 12-month intervals and submitted to the City until the loan is paid in full.

### Subordination of Liens

The City will not subordinate its lien position for future lending except in the following circumstances:

- (1) to refinance an existing mortgage to a lower interest rate to reduce the monthly payment, or
- (2) in the event of the death of the owner where the property is being refinanced to allow a new family member to acquire the property, and only if the family member is income eligible as specified in Attachment "A", HUD Income Guidelines.

Home equity loans will only be allowed if the financier of the loan is willing to take a subordination position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination may be allowed once during the affordability period.

### Property Inspection

Work to be performed will be determined by staff inspection, with consideration of the needs of the owner-occupant. A cost estimate will be prepared. Cost estimates exceeding \$25,000.00 require approval of City Council. Rehab work must include those items deemed necessary to meet minimum health and safety standards. Because HOME funds are being utilized an HQS inspection will be required.

- Specifically, this program addresses:

|                             |                                                    |
|-----------------------------|----------------------------------------------------|
| Roofing                     | Wall Repair(drywall and plaster)                   |
| Mechanical                  | Floor Covering                                     |
| Electrical                  | ADA issues                                         |
| Plumbing                    | Lead Paint and Asbestos Abatement during general   |
| Doors(includes hardware)    | rehabilitation activities                          |
| Windows(re-glazing, frames, | Counter Tops and Cabinetry                         |
| handles & cranks)           | Debris Removal(Includes tree removal if necessary) |
| Concrete Slab Repair        |                                                    |

Household income must be 50% of the median income or lower as specified on Attachment "A". Loans will all be completely recoverable at time of sale and/or pay off of the original amount of the lien.

### Relocation Expenses

All relocation expenses (if applicable) will be added to create a total assistance package as part of the deferred rehabilitation loan. The City has an agreement with specific residential rental housing providers and will offer these choices to the homeowner who will be relocated during rehabilitation. Personal belongings, including furniture and appliances will be placed in a City approved storage facility. The homeowner is responsible for packing all items to be stored, except large furniture pieces and appliances. In addition, the homeowner is responsible for temporary suspension and reconnection of utility service, including notification of utility service providers, and any additional costs incurred.

### **3. Direct Loans (HOME Funds)**

Sources of single-family residence rehab loans are Home Investment Partnerships (HOME) Program funds.

Direct loans are designed to assist owner-occupants of single-family homes with incomes between 51% and 80% of the area median. Qualified owner-occupants will be eligible to receive a direct rehab loan with a maximum amount of \$30,000. The homeowner can not have assets that exceed \$20,000 for applicants 55 year of age or older and \$10,000 for all other households (excluding two automobiles, the subject property and its furniture and fixtures).

### Verification

The Neighborhood Development Division will verify the applicant's income, current mortgage and obtain a title report verifying ownership and existing liens. Proof of current homeowner insurance, and flood insurance if applicable, is required. An appraisal of the property by a certified appraiser is required. The sum of the existing indebtedness and the direct rehabilitation loan cannot exceed the appraised value, and the appraised value cannot exceed the maximum mortgage amount per Attachment "C".

### Title Requirements

Title to the property must be vested into the applicant and must be clear of all encumbrances except first and second mortgage at the time the loan is approved. Detailed requirements will be outlined at the time of application. The dwelling must be the permanent residence of the applicant for a minimum of one year prior to application for any assistance. Any property receiving assistance for rehab will not be eligible for further assistance, unless inspection resulting from emergency repairs reveal that additional code violations are existing. In this case, the applicant must re-apply under the regular Residential Rehabilitation Program as described in this manual.

### Repayment Requirements

Homeowners whose income is 51% -60% of area median are required to pay back 100% of the loan amount at 0% interest, over a ten year period.

Homeowners whose income is 61% - 80% of area median are required to pay back 100% of the loan at an interest rate of 3%. Housing costs such as mortgage, taxes, insurance and utilities as well as the loan payment should not exceed approximately 30% of the household income. An updated credit report may also be considered an indicator of the owner-occupant's ability to repay the loan.

The owner-occupant must execute a Deed of Trust and a Promissory Note in favor of the City of Las Vegas. The Deed of Trust will be recorded and will stay in effect during the entire loan period. The lien on the property will be released when the loan has been repaid in full. Written proof of current homeowner insurance naming the City of Las Vegas as a loss payee must be regularly updated at 12 month intervals and submitted to the City until the loan paid in full.

The applicant agrees to repay the City the amount of the principal of such a loan from proceeds obtained by the applicants from the sale or transfer of the property and/or primary housing unit if such sale is made prior to the applicants/owners death. In the event of death, if the property is transferred to the surviving heir(s) , said heir(s) must meet income qualifications at that time and must make the property their primary residence. In the event the death of the applicant should occur prior to the sale of the property, the applicant has agreed that the City of Las Vegas may file a claim against the estate, based on the unpaid loan to be satisfied from the liquidation or sale of the property upon which the loan funds are granted. The note is to be secured by a Deed of Trust in favor of the City. The owner-occupant must execute a Deed of Trust and a Promissory Note in favor of the City of Las Vegas. The Deed of Trust will be recorded and will stay in effect until the loan is paid in full. When the loan has been paid in full the lien on the property will be released. Written proof of current homeowner insurance naming the City of Las Vegas as a loss payee, and proof of flood insurance, if required, must be regularly updated at 12-month intervals and submitted to the City until the loan is paid in full.

### Subordination of Liens

The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce the

monthly payment or, (2) in the event of the death of the owner if the property is being refinanced to allow a new income eligible family member to acquire the property as specified in Attachment "A". Home equity loans will only be allowed if the financier of the loan is willing to take a subordination position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination may be allowed once during the affordability period.

### Property Inspection

Work to be performed will be determined by staff inspection, with consideration of the needs of the owner-occupant. A cost estimate will be prepared. Cost estimates exceeding \$25,000.00 require approval of City Council. Rehab work must include those items deemed necessary to meet minimum health and safety standards.

- Specifically, this program addresses:

|                                                  |                                                                               |
|--------------------------------------------------|-------------------------------------------------------------------------------|
| Roofing                                          | Wall Repair(drywall and plaster)                                              |
| Mechanical                                       | Floor Covering                                                                |
| Electrical                                       | ADA issues                                                                    |
| Plumbing                                         | Lead Paint and Asbestos Abatement during<br>general rehabilitation activities |
| Doors(includes hardware)                         | Counter Tops and Cabinetry                                                    |
| Windows(re-glazing, frames, handles &<br>cranks) | Debris Removal(Includes tree removal if<br>necessary)                         |
| Concrete Slab Repair                             |                                                                               |

Loans will be recoverable at time of sale and/or pay off of the original amount of the lien.

### Accelerated Loan Payment

Homeowners with direct loans have the option of accelerating their payment schedule thereby paying the loan off earlier. There is no pre-payment penalty. Accelerated payments will reduce the number of years that the direct loan lien remains against the property.

### Loan Collection

The City's Finance Department will provide the loan servicing activities for all direct loans. Loan payment begins 60 days after the final inspections have been approved or the notice of completion is recorded, whichever comes last. The homeowner will be sent a late payment reminder if payment is not received by the 15<sup>th</sup> of the month. A late payment fee of 5% will be charged on all overdue accounts.

Delinquent accounts past sixty (60) days will be forwarded to the City Attorney of Las Vegas or an outside collection agency for appropriate collection efforts. All costs incurred in the collection efforts will be assessed against the homeowner.

Upon reviewing a delinquent loan account, if it is determined that the household income has been drastically reduced through no fault of the resident, the Neighborhood Services

Department Director or his/her designee may grant a moratorium on the loan payments for a reasonable period of time or restructure the financial assistance.

**Relocation Expenses**

All relocation expenses (if applicable) will be added to create a total assistance package as part of the direct rehabilitation loan. The City has an agreement with specific residential rental housing providers and will offer these choices to the homeowner who will be relocated during rehabilitation. Personal belongings, including furniture and appliances, will be placed in a city approved storage facility. The homeowner is responsible for packing all items to be stored, except large furniture pieces and appliances. In addition, the homeowner is responsible for temporary suspension and reconnection of utility service, including notification of utility service providers, and any additional costs incurred.

## **CONTRACTOR SELECTION AND BID PROCEDURE**

### **CONTRACTOR ELIGIBILITY**

Any contractor, except an owner-builder, wanting to participate in the City's rehabilitation projects may submit a written request to be placed on the City approved bid list for Neighborhood Development rehabilitation projects. Written requests shall be made on company letterhead and shall include their active Nevada State Contractors license number in the appropriate category, an active City business license number, liability and worker's compensation insurance coverage, bonding capacity and a minimum of three references. Applicable status as a disadvantaged business enterprise should also be stated. Neighborhood Development may reject, in writing, any contractor's request due to deficiencies of the above items or if indication is made from the State Contractors Board, Business Bureau or other professional monitoring group indicates financial instability or an excess of unresolved complaints against them. Likewise, staff will periodically review status of contractors listed on the bid list. Generally, bids are solicited from general contractors, except in emergency cases where bids from specialized contractors will be solicited. The approved bid list is available to all approved applicants participating in any Neighborhood Development rehabilitation program.

### **BID PROCEDURE**

All contractors on the approved bid list will be notified when projects are available for bid. This will be accomplished either by the Neighborhood Development Division or by the Purchasing and Contracts Division. Notification may be accomplished by telephone calls, faxes, mailings and/or public legal notice. Bid packets containing all technical specifications, forms and pertinent information may be picked up in the Neighborhood Development Division or Purchasing and Contracts Division. In some cases, bid packets may be distributed to the contractors at the walk-through inspection of the property. In some cases, a pre-bid conference will be held. Following pre-bid conferences, a date and time for a inspection of each property will be scheduled.

Sealed bids will be submitted and opened at the time and place designated in the bid instructions. All bids will be reviewed by staff for completeness. Any bid which is incomplete will be rejected. Bid results will be distributed to all bidders. Aside from low bid price, determination of the bid award may involve previous performance, financial ability, delivery promise, and other pertinent factors. The contractor awarded the bid will be notified. The Neighborhood Development Division Housing Rehabilitation Specialist and contractor will mutually determine the term of the contract. For all jobs in excess of \$1,000, the contractor will submit a payment bond and a performance bond in at least the amount of the contract sum covering the faithful performance of the contract. The contract will be signed by the contractor and the loan applicant. Following the expiration of the truth-in-lending 3 day recession period, a notice to proceed will be issued.

If using HOME funds, an Environmental Review (ER) must be completed, and a Project Set-up Report completed, and submitted to Neighborhood Development finance staff and faxed

to Clark County. Prior to processing the Request for Funds, the project number must be returned from the County

No work shall commence prior to the issuance of the notice to proceed or required permits. All bids in excess of \$25,000 must be approved by the City Council.

## **PAYMENT OPTIONS TO CONTRACTOR**

The contractor may elect to receive payments for work performed by one of three methods:

### **1. Single Payment**

Within five days of completion of work, the contractor may submit one invoice in the total amount of the contract to the Neighborhood Development Division for payment. The contractor will receive a check within 3 weeks of submittal of an approved invoice.

### **2. Progress Payments**

The contractor may elect to receive partial payment upon verification of work when the project is 40% completed, 80% completed, and 100% completed.

### **3. Voucher Control Service**

A contractor may elect to utilize the services of a City-approved voucher control company to receive payments. If a voucher control company is utilized, payment and performance bonds will be waived. The contractor will be responsible for paying the voucher control administration fee.

## **PROJECT COMPLETION**

Project completion will consist of signed approval by the loan applicant and the Neighborhood Development Housing Rehabilitation Specialist or Supervisor, copy of the contractor's receipt of recorded notice of completion, and a copy of approved inspection cards, if applicable. Final payment will not be issued prior to complying with these requirements. If using HOME funds, a Project Completion Report must be filed.

## **CONFLICT OF INTEREST**

No person(s) who is:

- (a) an employee, agent, consultant, officer, or elected or appointed official of the City of Las Vegas who exercises or has exercised any function or responsibilities with respect to assisted rehabilitation activities, or
  - (b) in a position to participate in a decision-making process or gain privileged and/or confidential information with regard to such activities,
- may obtain a personal or financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business ties, during their tenure.

**CITY OF LAS VEGAS**  
**NEIGHBORHOOD PRESERVATION PROGRAM**  
**INFORMATION CONTACTS**

For more information regarding the Neighborhood Preservation Program, including the Community Development Block Grant (CDBG) Program and other housing rehabilitation and improvement programs, please contact:

City Of Las Vegas  
Neighborhood Services Department  
Neighborhood Development Division  
400 East Stewart Ave. (2<sup>nd</sup> Floor)  
Las Vegas, NV 89101  
(702) 229-2330

## ATTACHMENT "A"

### HOME/LIHTF PROGRAM INCOME GUIDELINES

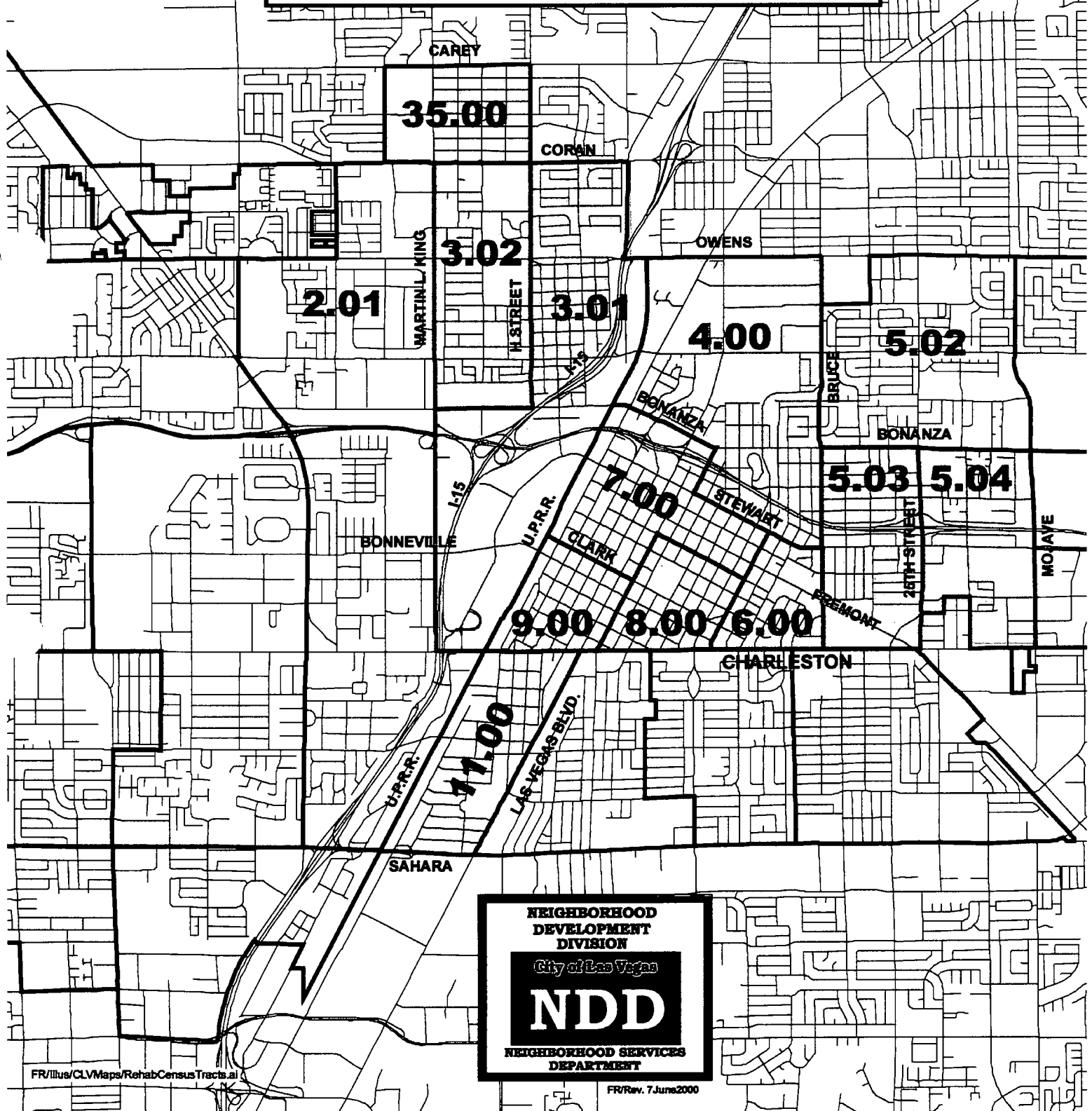
U. S. Department of Housing and Urban Development (HUD)  
HOME/LIHTF Program Limits (February, 2000)  
Median Family Income \$50,700

| <u>FAMILY SIZE</u> | <u>INCOME NOT TO EXCEED</u>                                           |
|--------------------|-----------------------------------------------------------------------|
| 1                  | 30% 11,250<br>50% 18,750 (Very Low-Income)<br>80% 29,950 (Low-Income) |
| 2                  | 30% 12,850<br>50% 21,400 (Very Low-Income)<br>80% 34,250 (Low-Income) |
| 3                  | 30% 14,450<br>50% 24,100 (Very Low-Income)<br>80% 38,500 (Low-Income) |
| 4                  | 30% 16,050<br>50% 26,750 (Very Low-Income)<br>80% 42,800 (Low-Income) |
| 5                  | 30% 17,350<br>50% 28,900 (Very Low-Income)<br>80% 46,200 (Low-Income) |
| 6                  | 30% 18,600<br>50% 31,050 (Very Low-Income)<br>80% 49,650 (Low-Income) |
| 7                  | 30% 19,900<br>50% 33,150 (Very Low-Income)<br>80% 53,050 (Low-Income) |
| 8                  | 30% 21,200<br>50% 35,300 (Very Low-Income)<br>80% 56,500 (Low-Income) |

# ATTACHMENT B: CENSUS MAP OF CDBG TARGETED NEIGHBORHOODS



CITY OF LAS VEGAS  
CENSUS TRACT  
BOUNDARIES



NEIGHBORHOOD  
DEVELOPMENT  
DIVISION

City of Las Vegas

**NDD**

NEIGHBORHOOD SERVICES  
DEPARTMENT

**ATTACHMENT "C"****FHA Maximum Mortgage Limits for High Cost Areas****NEVADA***As of 2-29-2000***One-Family:**

|              |                  |
|--------------|------------------|
| CARSON CITY  | \$132,050        |
| CHURCHILL    | \$121,296        |
| <b>CLARK</b> | <b>\$131,100</b> |
| DOUGLAS      | \$155,250        |
| ELKO         | \$121,296        |
| HUMBOLDT     | \$123,500        |
| NYE          | \$131,100        |
| WASHOE       | \$152,548        |

*City of Las Vegas*

Agenda Item No.: 59

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for dedication of rights-of-way located on Alta Drive, west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

20000926  
00955AMENDED AND RESTATED  
SHORT FORM DEED OF TRUST

05

THIS AMENDED AND RESTATED DEED OF TRUST, made this 6th day of September, 2000 between Catholic Charities of Southern Nevada whose principal office is located at 1501 Las Vegas, Blvd., Las Vegas, Nevada 89101, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: WHEREAS, ON December 7, 1998, Trustor received a loan of \$400,00 from Beneficiary and agreed to faithfully perform certain obligations and repay the funds in accordance with the Agreement to Grant Redevelopment Set Aside Housing Development Funds dated December 7, 1998 between Trustor and Beneficiary ("Agreement"); and

WITNESSETH: WHEREAS, ON January 19, 2000, Trustor received a loan of \$300,000 from Beneficiary and agreed to faithfully perform certain obligations and repay the funds in accordance with the First Amendment to Agreement to Grant Redevelopment Set Aside Housing Development Funds dated January 19, 2000 between Trustor and Beneficiary ("Agreement"); and

WHEREAS, PURSUANT TO THE Second Amendment to Agreement to Grant Redevelopment Set Aside Housing Development Funds dated August 16, 2000, ("Second Amendment") the amount of the loan has been increased to \$854,500; and

WHEREAS, the Trustor agrees to execute this Amended and Restated Deed of Trust as security for Trustor's faithful performance of certain obligations as set forth in the Agreement and First Amendment and to repay the \$854,500 in accordance with the Agreement, First Amendment and Second Amendment.

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, First Amendment and Second Amendment, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Amended and Restated Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME

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program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for HOME program eligible tenants for a period of twenty (20) years from the date of final disbursement of funds, pursuant to 24 CFR 92.252 and 24 CFR 92.253, or transfer of title from Trustor, whichever is lesser. ("Period of Affordability"); Trustor agrees not to encumber the property in any way during the Period of Affordability without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

TRUSTEE acknowledges that the Property is or will be encumbered by a deed of trust (the "First Deed of Trust") created by TRUSTOR to provide acquisition financing for the property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security Instrument. This Security Instrument will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the First Deed of Trust and (ii) the Trustee shall not have cured the default under the First Deed of Trust within the 35 day period provided in such notice sent to the Trustee.

Notwithstanding the rights of Beneficiary to the Property under this Amended and Restated Deed of Trust, Trustor agrees to repay to the Beneficiary \$854,500 in Redevelopment Set Aside Housing Funds if the affordable housing units on the Property, any portion thereof, are leased without prior written approval of Beneficiary or through sale, or other circumstances, excluding foreclosure or deed in lieu of foreclosure, Trustor loses legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Amended and Restated Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the first Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Amended and Restated Deed of

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Trust or under the Agreement referred to herein.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement, First Amendment and Second Amendment will be revived if and to the extent that Subrecipient acquires or reacquires ownership of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned.

By execution and delivery of this Amended and Restated Deed of Trust and the Agreement, First Amended and Second Amendment secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust; and

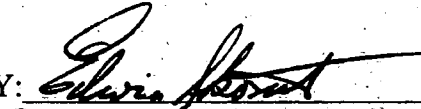
So long as the Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, First Amendment and Second Amendment, the obligations of the Trustor will terminate on the 20<sup>th</sup> anniversary of the date of the final disbursement of funds to the Trustor; and thereafter the Trustee under the Amended and Restated Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Amended and Restated Deed of Trust

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The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the TRUSTEE at the address hereinabove set forth.

Catholic Charities of Southern Nevada

BY:



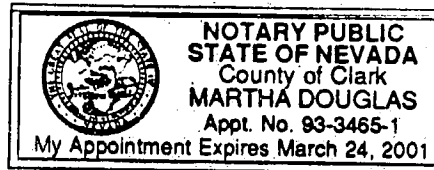
Edwin Skonicki, Executive Director

State of Nevada)  
County of Clark)

On this 15 day of August, 2000, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Edwin Skonicki as Executive Director known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Martha Douglas  
Notary Public



WHEN RECORDED MAIL TO:

City of Las Vegas  
Attention: Neighborhood Services Department  
400 East Stewart Avenue  
Las Vegas, Nevada 89101

**ATTACHMENT "1"****LEGAL DESCRIPTION**

Lots Thirteen (13) and fourteen (14) in Block Seventeen (17) of BUCKS Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

APN: 139-34-512-089

Address: 320 N. 9<sup>th</sup>

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:  
LAS VEGAS CITY

09-26-2000 14:19 JBR

OFFICIAL RECORDS

BOOK: 20000926 INST: 00955

FEE: .00 RPTT:

.00

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**DEED OF RECONVEYANCE**

The undersigned, CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, is the owner and holder of the Agreement to Fund Catholic Charities of Southern Nevada, secured by Deed of Trust dated January 19, 2000, made by Catholic Charities of Southern Nevada, as Trustor, and the City of Las Vegas, as Trustee, for CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, as Beneficiary, which Deed of Trust was recorded March 10, 2000 in Book 20000310 as Instrument No.00602, Official Records of Clark County, Nevada. Pursuant to the request of the owner and holder and in accordance with the provisions of said Deed of Trust, the City of Las Vegas, as Trustee, does hereby RECONVEY WITHOUT WARRANTY, TO THE PERSON, OR PERSONS, LEGALLY ENTITLED THERETO, THAT PORTION OF the estate as described in Attachment "1" attached hereto and by reference made a part herof now held by it under said Deed of Trust.

DATED this 21<sup>st</sup> day of September 2000.

CITY OF LAS VEGAS

By: *Oscar B. Goodman*  
Oscar B. Goodman, Mayor  
Trustee and Beneficiary

APPROVED AS TO FORM:

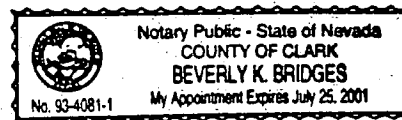
*J. Ambello* 9/22/00  
Date

STATE OF NEVADA }  
COUNTY OF CLARK }

On 9-21, 2000, before me, a Notary Public, personally appeared *Oscar B. Goodman* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to this instrument and acknowledge that she/he/they executed it.

*Beverly K. Bridges*  
NOTARY PUBLIC

WHEN RECORDED MAIL TO



City of Las Vegas  
Neighborhood Development Division  
400 East Stewart Ave., 2<sup>nd</sup> Fl.  
Las Vegas, Nevada 89101  
Escrow No.:

RECEIVED  
CITY CLERK  
2001 FEB - 1 P 3:49

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00957

## LEGAL DESCRIPTION

Lots Thirteen (13) and fourteen (14) in Block Seventeen (17) of BUCKS Subdivision of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 15, in the Office of the County Recorder of Clark County, Nevada.

APN: 139-34-512-089

Address: 320 N. 9<sup>th</sup>

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:  
LAS VEGAS CITY

09-26-2000 14:19 JBR 2  
OFFICIAL RECORDS  
BOOK: 20000926 INST: 00957  
FEE: 8.00 RPTT: .00

*City of Las Vegas*

Agenda Item No.: 60

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

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**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an additional right-of-way dedication located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 61

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Drainage Purposes from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for a drainage easement located on the south side of Charleston Boulevard and the west side of Fort Apache Road (6-29-00) 163-05-110-002 - Ward 2 (L.B. McDonald)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 62

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for a sight visibility restriction easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 63

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Ingress and Egress Purposes from the Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an ingress and egress easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 64

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Pedestrian Walkway Purposes from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for a pedestrian walkway easement located on Alta Drive west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 65

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to appraise and purchase or condemn easement parcels for the US95/Rancho Drive Sewer Improvements Project - Alta Drive to Cheyenne Avenue (\$50,000 - City Sanitary Sewer Fund) - Ward 1 (M. McDonald) and Ward 5 (Weekly)

**Fiscal Impact**☐**No Impact****Amount: \$50,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: City Sanitary Sewer Fund****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 66

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to appraise and purchase or condemn right-of-way parcels for the Hualapai/Alexander Improvements Project - Cheyenne Avenue to Grand Canyon Drive (\$300,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown)

**Fiscal Impact**☐**No Impact****Amount: \$300,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: RTC****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 67

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to appraise and purchase or condemn right-of-way and easement parcels for the Smoke Ranch Road Improvements Project - Buffalo Drive to Jones Boulevard (\$12,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown) and Ward 6 (Mack)

**Fiscal Impact**☐**No Impact****Amount: \$12,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: RTC****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 68

**AGENDA SUMMARY PAGE**

CITY COUNCIL MEETING OF: AUGUST 2, 2000

**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of encroachment request for Pentacore Engineering on behalf of Triopoly, LLC, owner (Northwest corner of Garces Avenue and Casino Center Boulevard) - Ward 3 (Reese)

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

The proposed encroachment will consist of an approximate 12' wide strip of landscaping extending 140' westward from Casino Center Boulevard consisting of trees and shrubs, grass and an irrigation system and an approximate 2.5' wide strip of landscaping extending approximately 100' northward on Casino Center Boulevard from Garces Avenue consisting of trees, turf and benches for proposed law offices to satisfy a condition of Z-100-64 (167). If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Vicinity Map

**MOTION:**

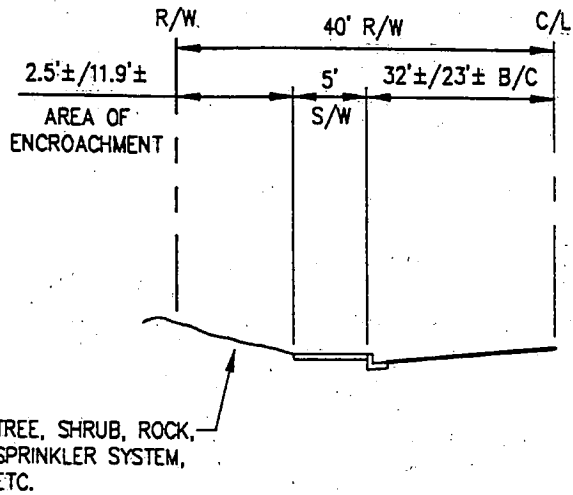
**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

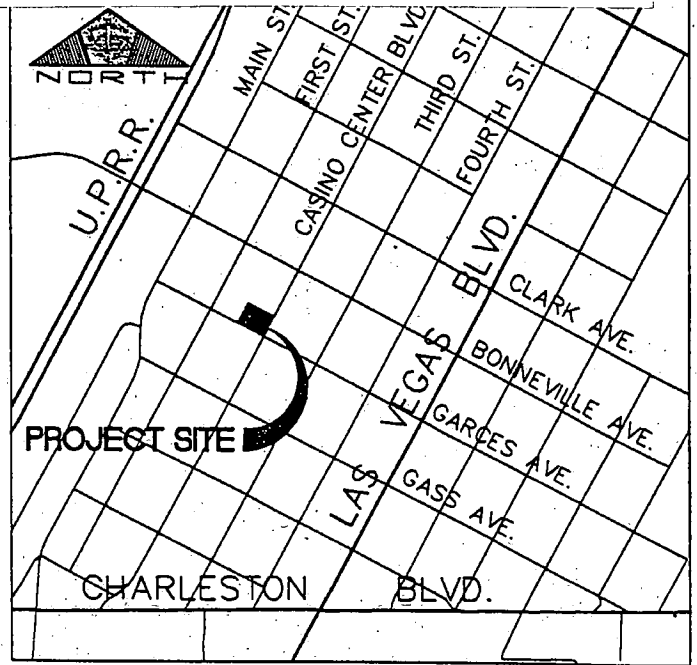
(9:33 - 9:34)

1-960



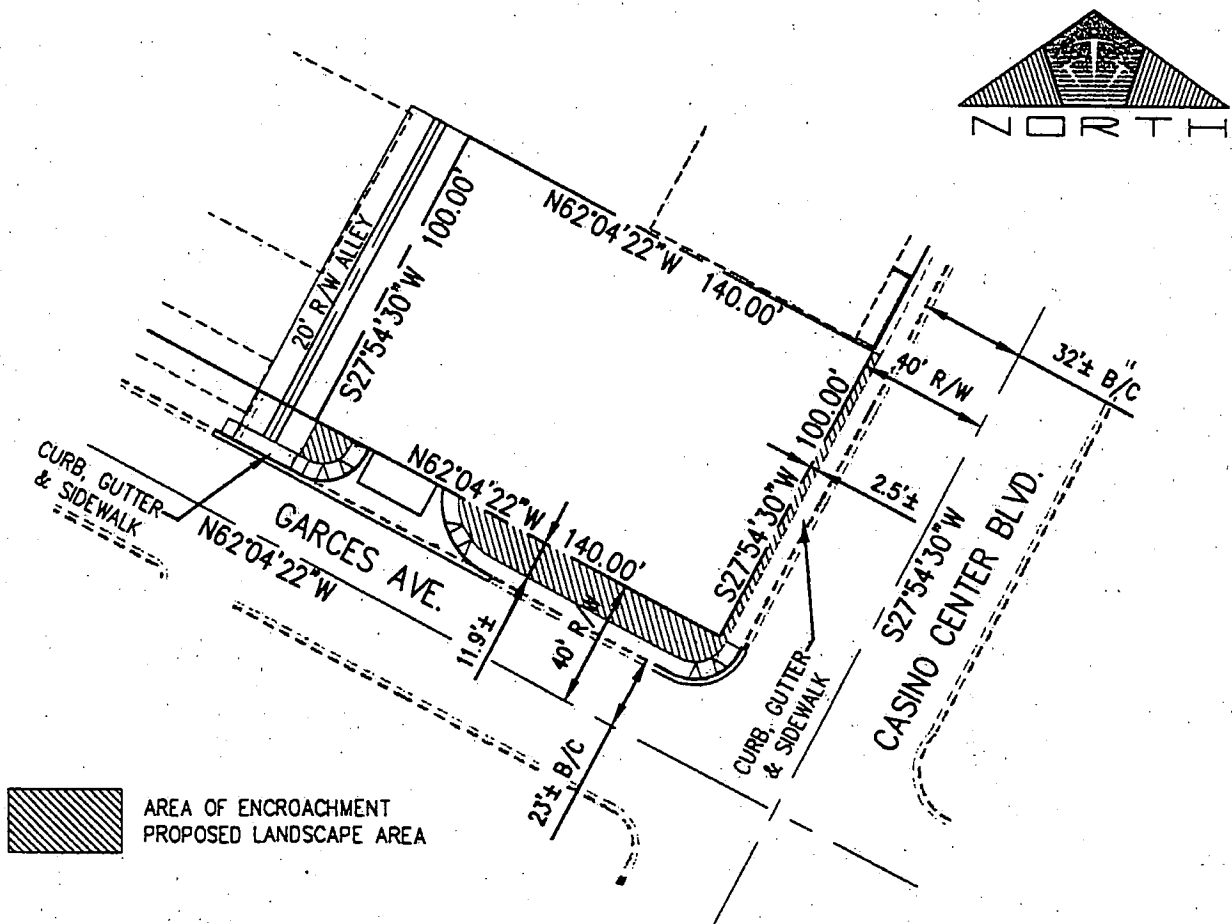
### TYPICAL SECTION

NOT TO SCALE



### LOCATION MAP

NOT TO SCALE



### ENCROACHMENT DETAIL

SCALE: 1" = 60'



*City of Las Vegas*

Agenda Item No.: 69

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to appraise and purchase or condemn right-of-way and traffic easement parcels at the intersection of Cheyenne Avenue and Fort Apache Road (\$40,000 - Donation Trust Fund) - Ward 4 (Brown)

**Fiscal Impact**☐**No Impact****Amount: \$40,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: Donation Trust Fund****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 70

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: AUGUST 2, 2000**

**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for dedication of additional rights-of-way located on the southwest corner of Charleston Boulevard and Fort Apache Road (7-10-00) 163-05-197-011 - Ward 2 (L.B. McDonald)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 71

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Sewer Purposes from Southwest Homes - LM, L.L.C., a Nevada limited liability company for a portion of the Southeast Quarter (SE 1/4) of Section 33, T19S, R60E, M.D.M., for sewer easements located east of Cimarron Road, between La Madre Way and Lone Mountain Road (previously recorded in the office of the Recorder, Clark County, Nevada in Book 20000714, as Instrument No. 00317) (7-10-00) 125-33-810-001 through 029 - Ward 6 (Mack)

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

Approval

**BACKUP DOCUMENTATION:**

None

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

Agenda Item No.: 72

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement with Clark County for Special Improvement District No. 1476 Town Center Loop Road (Frontage Road east from Elkhorn to Tenaya and Frontage Road west from Elkhorn to Centennial Parkway) - Ward 6 (Mack)

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

To enter into an agreement with Clark County in order to construct improvements within Clark County's jurisdiction in conjunction with the City's Town Center Loop Road project. This agreement grants the City exercise of power over those real properties in Clark County for assessment purposes.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Interlocal Agreement

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

**INTERLOCAL AGREEMENT  
SPECIAL IMPROVEMENT DISTRICT NO. 1476  
TOWN CENTER LOOP ROAD**

THIS AGREEMENT, is made and entered into this 16th day of August, 2000, by and between the COUNTY OF CLARK (hereinafter "COUNTY") a political subdivision of the State of Nevada, and the CITY OF LAS VEGAS (hereinafter "CITY") a municipal corporation of the State of Nevada (hereinafter collectively referred to as "Parties").

**WITNESSETH:**

WHEREAS, NRS 277.180(2)(a) and (b) authorize any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use of road construction and other public works for their mutual benefit;

WHEREAS NRS 271.015(6) provides that the COUNTY may consent, in an interlocal agreement, to the CITY's exercise of power over real properties located within the boundaries of the COUNTY for a CITY project which benefits properties within the COUNTY's boundaries and outside the boundaries of the CITY.

WHEREAS, CITY proposes to acquire the necessary rights-of-way and to acquire, design and construct the Town Center Loop Road (hereinafter the "PROJECT"), which PROJECT will consist of the design, construction, acquisition and installation of full-width pavement, medians, storm drain facilities, traffic control devices, curb and gutter, sidewalk, streetlights, driveways, median island/amenity landscaping, sewer and water utility laterals and main extensions, all within the proposed 90 feet of right-of-way along the frontage road, which includes the 9 foot amenity zones on either side of the frontage road, or any combination thereof (hereinafter "PROJECT IMPROVEMENTS").

WHEREAS, said PROJECT IMPROVEMENTS are to be constructed, installed and financed in conjunction with the PROJECT, by the CITY, by way of a Special Improvement District. The location of the PROJECT IMPROVEMENTS, by quadrants, are depicted on Exhibit A, attached hereto, and are generally described as follows:

In the Northwest Quadrant:

Starting from the center of the Elkhorn Road overpass over U.S. 95, proceeding westerly to a point approximately 900 feet east of the intersection of the Elkhorn Road and El Capitan Way, then southerly to the intersection of Durango Drive and Centennial Parkway, then easterly approximately 1,320 feet. The total segment length being approximately 8,265 feet.

In the Northeast Quadrant:

Starting from the center of Elkhorn Road overpass over U.S. 95, proceeding easterly approximately 1,380 feet, then southerly approximately 9,820 feet adjacent to U.S. Highway 95 and the future beltway alignment to the intersection of Centennial Parkway and Tenaya Way. The total segment length being approximately 11,200 feet.

WHEREAS, to facilitate the PROJECT, pursuant to NRS 271 et seq., the CITY is in the process of creating Special Improvement District 1476 -- The Town Center Loop Road (hereinafter "SID 1476") to fund the PROJECT which lies partially within the boundaries of the CITY and partially within the boundaries of the COUNTY;

WHEREAS, in order to facilitate the PROJECT, real properties which lie within the boundaries of the COUNTY in the Northeast Quadrant and Northwest Quadrant will be included within SID 1476, including APN 125-21-202-002, APN 125-21-202-003; APN 125-22-407-008 and APN 125-20-803-009;

WHEREAS, NRS 271.330 authorizes any public body in the State of Nevada that is improving or acquiring by way of a special improvement district, any project, or any interest therein, that is authorized by NRS 271.265, to include within such district any portion of the proposed project that lies without the jurisdictional boundaries of such public body if (i) the inclusion of such portion in the project results in general benefits to the public body in which such portion is situate and in special benefits to the assessable lots and parcels of property therein that will be assessed for their proportionate share of the costs and expenses that are incurred in improving and acquiring such project, and (ii) such other public body consents in writing to the exercise, on its behalf and on behalf of such lots and parcels, of all of the powers that are specified in NRS 271.265 and NRS 271.270 and are necessary or appropriate for the construction, installation and financing of such portion;

WHEREAS, the Parties desire, by this Agreement, to memorialize their understandings with respect to such inclusion and exercise;

NOW THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained, and of the other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby agree as follows:

**COUNTY AGREES:**

1. To consent to the CITY's exercise of power, pursuant to NRS 271.015(6), over real properties which lie within the boundaries of the COUNTY identified as APN 125-21-202-002, APN 125-21-202-003; APN 125-22-407-008 and APN 125-20-803-009 and to include them in SID 1476 -- The Town Center Loop Road;

2. To allow the CITY to construct the necessary, PROJECT IMPROVEMENTS within the unincorporated boundaries of the COUNTY.

3. To consent to the exercise, by the CITY, of such powers as are necessary to obtain the necessary rights-of-way on said real properties and to award the PROJECT pursuant to NRS 271.335 and NRS 338.147 for the PROJECT IMPROVEMENTS, with the COUNTY's concurrence.

4. To allow the CITY to assess the real properties identified by APN 125-21-202-002; APN 125-21-202-003, APN 125-22-407-008 and APN 125-20-803-009, located within the boundaries of the COUNTY for their proportionate share of the design, construction, and construction engineering costs and their proportionate share of all costs associated with the PROJECT IMPROVEMENTS on a front foot or acreage basis;

5. Following the completion of the construction of the PROJECT and final acceptance of the PROJECT IMPROVEMENTS by the CITY, the COUNTY shall assume responsibility for any maintenance and/or repairs that are necessary to protect the PROJECT IMPROVEMENTS and provide a safe and functional facility for that portion of the PROJECT which is in the unincorporated area of the COUNTY, excepting therefrom, the main line storm drain pipe which shall remain the CITY's responsibility.

**CITY AGREES:**

1. To design, obtain the necessary rights-of-way, perform contract administration, and construct the PROJECT and the PROJECT IMPROVEMENTS in accordance with the Uniform Standard Drawings for Public Works' Construction, Offsite Improvements, Clark County Area, Nevada.

2. To advertise and award the PROJECT pursuant to the NRS 271.335 and NRS 338.147.

3. To allow the COUNTY to review the construction of the PROJECT and PROJECT IMPROVEMENTS and provide comments to the CITY as to the acceptability of the PROJECT construction.

4. Following the completion of the construction of the PROJECT and the final acceptance of such construction by the CITY, the CITY shall assume responsibility for any maintenance and/or repairs that are necessary to protect the PROJECT IMPROVEMENTS and to provide a safe and functional facility for the main line storm drain pipe regardless of location and any other portion of the PROJECT which is within the boundaries of the CITY, including any annexations by the CITY from the date of annexation.

**IT IS MUTUALLY AGREED:**

1. That those portions of the PROJECT which lie outside the jurisdictional boundaries of the CITY are of general benefit to the COUNTY parcels and inures special benefits to the assessable lots and parcels of property therein that will be assessed for their proportionate shares of the costs and expenses that are incurred in improving and acquiring such PROJECT

2. That COUNTY will indemnify and hold harmless CITY to the extent provided by law, and against any liability arising out of the performance of this Agreement proximately caused by any act or omissions of its officers, agents and employees as it relates to improvements made within unincorporated Clark County.

3. That CITY will indemnify and hold harmless COUNTY to the extent provided by law, and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents and employees.

4. That there shall be no reimbursement of costs from the COUNTY to the CITY.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

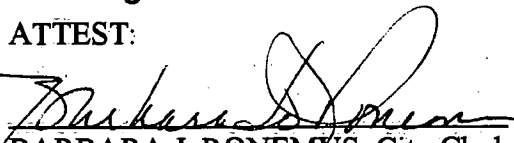
CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

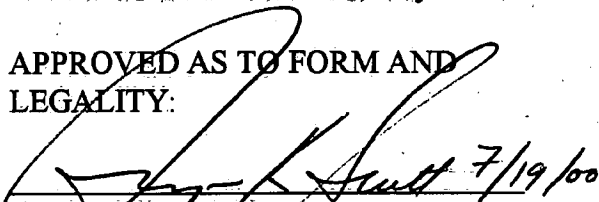
DATE OF COUNCIL ACTION:

August 2, 2000

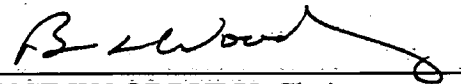
ATTEST:

  
BARBARA J. RONEMUS, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

 7/19/00  
BRYAN K. SCOTT  
Deputy City Attorney

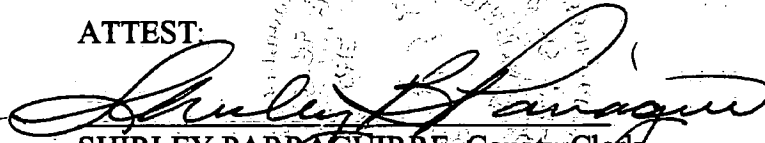
COUNTY OF CLARK

By:   
BRUCE WOODBURY, Chair  
Board of County Commissioners

DATE OF COMMISSION ACTION:

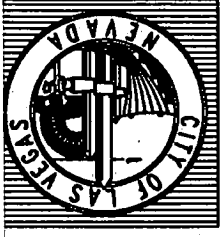
8/16/00

ATTEST:

  
SHIRLEY PARRAGUIRRE, County Clerk

APPROVED AS TO FORM AND  
LEGALITY:

  
MARK E. WOOD  
Deputy District Attorney



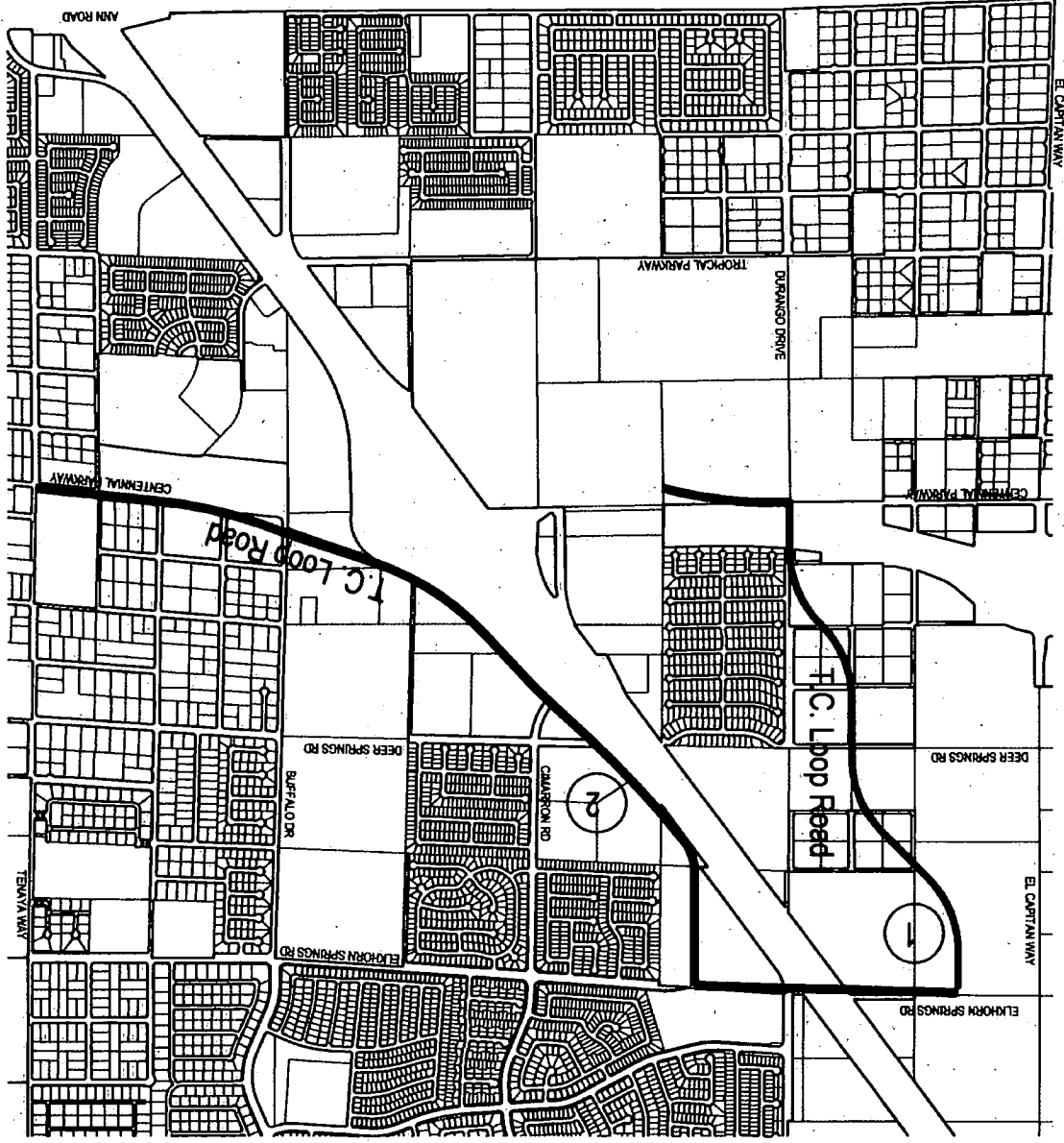
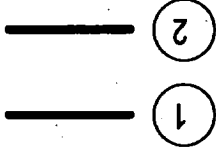
Prepared by: LLD  
Revised 6-14-00

NOT TO SCALE

# EXHIBIT A

## TOWN CENTER LOOP ROAD

Northwest Quadrant  
Northeast Quadrant



*City of Las Vegas*

Agenda Item No.: 73

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Professional Services Agreement with Tate & Snyder Architects for Master Planning and Design Services for the West Service Center Field Operation Center Facilities and Master Planning of the undeveloped areas, West and East Service Centers materials storage and handling facility (\$786,380 Sanitation Fund) - Ward 4 (Brown)

**Fiscal Impact**☐**No Impact****Amount: \$786,380**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: Sanitation Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to Master Plan the West Service Center (WSC) undeveloped areas, provide a new Field Operation Center Facility to include offices, storage and related facilities for the Sanitation, Streets, Electrical and Parks Divisions, and also provide material storage and handling facilities at the East and West Service Centers. The facilities will provide more efficient service to city residents. The facilities are also required to meet Local, State and Federal Regulations for environmental and life safety codes.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Professional Services Agreement

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:****APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

**ARCHTECTORIAL DESIGN SERVICES AGREEMENT  
FOR WEST SERVICE CENTER FIELD OPERATION CENTER (WSC FOC)**

THIS AGREEMENT is made and entered into this 2nd day of August, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and TATE & SNYDER ARCHITECTS, a Nevada corporation (herein the "Consultant").

**WITNESSETH:**

WHEREAS, the City intends to West Service Center Field Operation Center Facilities and Master Planning of undeveloped areas. West & East Service Centers Materials storage and handling facility (herein the "Project"); and

WHEREAS, the City desires to retain a qualified architect who will be responsible for providing the architectural design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an architect and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE  
CONSULTANT RESPONSIBILITIES**

1.01 **Description of Consultant's Services.** The Consultant hereby agrees to provide the basic services set forth in Exhibit "A" attached hereto.

1.02 **Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted professional architectural and engineering standards.

1.03 **Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's Representative is hereby designated as Michael L. Crowe, AIA, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

## SECTION TWO CITY RESPONSIBILITIES

2.01 ***Designation of City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one(21) days of receipt of such documents.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

### SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven or the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

#### SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

#### SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien.

B. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

## SECTION SIX TERM OF AGREEMENT

6.01 **Term.** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in effect until final payment is made to the Consultant as provided in Section 7.08 unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The completion or 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 \$786,380 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** The City shall pay to the Consultant the not-to-exceed the sum of \$643,150 which fee represents compensation for the services set forth in Exhibit "A." With the completion of each phase of the Agreement, payment shall be in the amounts set forth 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. No payment shall be authorized without the prior written approval of the City.

7.04 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" attached hereto. Payment shall be due within forty-five (45) days after the date of receipt and approval by the City's Representative of the monthly invoice, unless the amount therein, of any portion thereof, is being disputed by the City in which case payment shall be made on the undisputed amount. Failure to pay the Consultant within this period may, if so requested by the Consultant, result in a penalty of one-half (1/2) percent per month being applied to the unpaid balance.

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 Substantial Completion of the Project, the Consultant will, within forty-five (45) days be paid the balance of any money due for such services including the retained percentages.

7.08 **Final Payment.** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

## SECTION EIGHT PERFORMANCE SCHEDULE

8.01 **Performance Schedule.** The parties hereto have agreed to the performance schedule (the "Performance Schedule"), which is set forth in Exhibit "E" attached hereto. The Performance Schedule shall identify the time for performance of each task set forth in Exhibit "A" attached hereto. In preparing the Detailed Performance Schedule, the Consultant will provide 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. Regardless of any revisions submitted, the Consultant shall submit a revised Performance Schedule with each monthly invoice under Section 7.02.

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 ten (10) 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 ten (10) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement, which are in excess of \$10,000.

## SECTION TEN MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 ***Termination.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing;

C. If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant should in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 **Ownership of Documents.** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant or any of its subconsultants which are related to the performance of this Agreement are deemed to be the property of the Consultant. In the event of the completion or termination of this Agreement, the City shall be entitled to a reproducible copy of the plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared. The City shall retain ownership of the Design Concept and Copyright.

10.05 **Insurance.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Employers Insurance Company of Nevada (EICON).** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance (Errors and Omissions Coverage).** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. **Cancellation or Modification of Coverage** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 **Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "indemnities") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the indemnities may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the indemnities, 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 indemnities unless the indemnities, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. 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 it has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999 and effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act, and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 **Consultant's Employees.** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 **Independent Contractor.** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 **Compliance with Laws.** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 **Severability.** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 **Confidentiality.** The Consultant shall treat the information relating to each Project, the Consultant which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 **Site Inspection.** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 **Modification.** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 **Notice.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Samuel D. Tolman, AIA  
City of Las Vegas  
400 East Stewart Avenue  
Las Vegas, NV 89101  
Fax: No. (702) 382-3232

TO CONSULTANT:

Michael L. Crowe, AIA  
Tate & Snyder Architects  
709 Valle Verde Court  
Henderson, Nevada 89014  
(702) 456-3000  
Fax: No. (702) 898-6209

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, D and E 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.

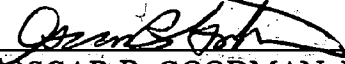
10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

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.

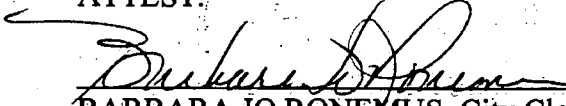
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

"City"

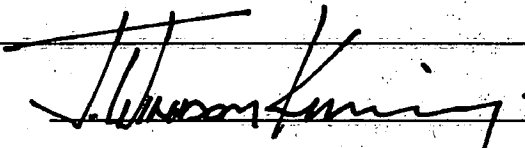
ATTEST:

  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 7-13-00  
Robert S. Sylvain Date  
Deputy City Attorney

TATE & SNYDER ARCHITECTS

By:  7-14-00

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"****Performance Schedule****Exhibit "F"****Invoice Format****Exhibit "G"****Disclosure of Principals**

## EXHIBIT A

### SCOPE OF SERVICES TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEVADA (THE CITY)

#### I. GENERAL

Upon written authorization to proceed, the Consultant shall provide the following in accordance with the Schedule (Exhibit E) included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

#### A. SCOPE OF SERVICES

Tate & Snyder Architects will provide Facility Programming and Master Plans for the City of Las Vegas West Service Center and East Service Center. Upon determination of scope and budget, Tate and Snyder Architects will provide architectural Basic Services, including civil, mechanical electrical, solar engineering, landscape design and cost estimating for the West Service Center. Also included under Basic Services is environmental engineering (please see separate attachment).

#### B. GENERAL DESIGN REQUIREMENTS

1. All Drawings shall be prepared using AutoCAD Release 14 in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word (Office 95).
2. Where the Consultants specify materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state or equal.
3. Coordination and quality control checks shall be made in accordance with disciplined procedure and schedules accordingly.
4. Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittals. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or data and further verify the integrity of the electronic submittals. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements per the agreement.

5. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the consultant.
6. All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.
7. No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the consultant such as reports of testing and details of fire rated assemblies or similar copy righted documents.

### C. DEFINITIONS

1. "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.
2. "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.
3. "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawings and specification prepared by specialty consultants.

## II. THE CITY'S RESPONSIBILITIES

The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

### A. Providing the Consultant with:

1. Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.
2. Approved budget and other requirements of the project. The City and the Consultant shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.
3. Budgetary limitations.
4. A Geotechnical Report.
5. The Consultant will assist the City in establishing the scope of services for the Geotechnical Report.
6. Any other information required to complete the work, as it becomes available which is not in the consultant's Scope of Services.

- B. Acquisition of any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.
- C. Making access arrangements for the Consultant to enter upon public and private property as required to perform their services.
- D. Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost-effective design.
- E. Providing the Consultant with Design Review Comments to be incorporated into the documents. (Documentation may be provided as redlined drawings, electronic format and/or hard copies).
- F. Coordination with the Clark County School District for all submission processes, clearances and permits, bidding activities will be the responsibility of the City.
- G. Bidding activities will be the responsibility of the City.
- H. The City will print and distribute all bid and construction sets.
- I. While the project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the construction contract. In either case, prepare all necessary documents at no additional cost to the City. All documents shall be prepared on 8-1/2" x 11" size paper unless otherwise approved in writing by the City.
- J. Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, then electronically clipped out for issuance in 8-1/2" x 11" format. Revisions shall be indicated and logged on each document. Maintain a log of all revisions to the documents.

### III. THE CONSULTANT'S RESPONSIBILITIES

The Consultant shall be responsible for performing all work necessary to complete the following schedule of work.

- A. Programming and Conceptual Design Phase
- B. Schematic Design and Master Planning Phase
- C. Design Development Phase
- D. Construction Document Phase
  - 1. Architecture
  - 2. Civil
  - 3. Landscaping
  - 4. Structural
  - 5. Mechanical/Plumbing
  - 6. Electrical
  - 7. Specifications for above disciplines

- E. Bidding Phase
- F. Construction Administration Phase
- G. Post Construction Phase

These services are described more particularly as follows:

**A. PROGRAMMING AND CONCEPTUAL DESIGN PHASE.**

Upon authorization by the City to proceed with the Programming and Conceptual Design Phase, the Consultant shall:

1. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.
2. Prepare for the City's approval, a Draft Architectural Program, which details the goals, needs, spatial, and adjacency requirements of the Project.
3. Prepare a conceptual level Construction Cost Estimate by system.
4. Prepare a formal Programming and Conceptual Design Submittal. The consultant will prepare six (6) copies of the final document from this phase for distribution as follows: five (5) sets to the City and one (1) set for miscellaneous use by the City.
5. Participate in a Design Review Meeting in which the City will present and discuss comments and cost estimates generated during the review of the Draft Architectural Program. Provide a Final Architectural Program, which incorporates the City's review comments.
6. Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC) and coordination within and between design disciplines.
7. Prepare and provide a detailed Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. The Estimate shall be in the format and breakdown designed by the City. The Consultant will provide an independent estimate based upon each of the Consultant's submittals. Work with the City to reconcile the consultant's estimates with the City's estimates.
8. If, at any time, during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City per Section 11.A.2, and agreed upon by the Consultant and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

**B. SCHEMATIC DESIGN (SC) PHASE**

Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

1. Prepare for the City's approval, preliminary design studies incorporating the requirements of the Final Architectural Program and the approved Programming and Conceptual Design Submittal.
2. Prepare schematic level outline specifications, which describe the quality of construction materials proposed for the design.
3. Prepare a schematic level Construction Cost Estimate by system.
4. Review and respond to all Design Review Comments in the format directed by the City. Incorporate requested changes into appropriate documents. (All incorporated changes shall be fully coordinated within and between disciplines).
5. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project sufficiently. The Consultant will prepare six (6) copies of the final document from this phase for distribution as follows: five (5) sets to the City and one (1) set for miscellaneous use by the City.
6. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal.
7. Prepare a detailed Land Survey.

#### **C. DESIGN DEVELOPMENT (DD) PHASE**

Upon authorization by the City to proceed with the Design Development Phase, the consultant shall:

1. Prepare for the City's approval, design development level drawings incorporating the requirements of the approved Schematic Design. Review and respond to all Design Review Comments in the format directed by the City. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include:
  - a. Building data and code analysis.
  - b. Utility plans, including both on-site and off-site improvements.
  - c. Paving and grading plans, including both on-site and off-site improvements.
  - d. Planting plans.
  - e. Irrigation plans.
  - f. Architectural site plans.
  - g. Floor plans, indicating the size of rooms and furniture arrangements.
  - h. Reflected ceiling plans.

- i. Roof plans.
  - j. Elevations.
  - k. Building and wall sections.
  - l. Finish schedules.
  - m. Foundation plans.
  - n. Framing plans.
  - o. Heating, ventilating and air conditioning (HVAC) plans
  - p. Plumbing plans.
  - q. Lighting plans.
  - r. Power plans.
  - s. Low voltage system plans.
  - t. Signage plans.
  - u. Any other drawings necessary to describe the project sufficiently and to prepare an accurate cost estimate.
2. Prepare a complete list of sections to be included in the Specification. Include in the Specifications submittal, "Part 1 - Section Includes" and completed "Part 2-Products" for each section.
3. Prepare a color board. Illustrating proposed exterior and interior materials and finishes for the City's review and approval.
4. Provide a detailed Construction Cost Estimate.
5. Prepare a formal Design Development Submittal. The Consultant will prepare seven (7) copies of the final documents from this phase for distribution as follows: six (6) sets to the City and one (1) set for miscellaneous use by the City.
6. The Consultant's design team shall participate in a design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal.
7. Upon reconciliation of the Consultant's Cost Estimate to the City's Cost Budget, the Consultant's design team shall participate in a Value Engineering Session with City personnel.

#### **D. CONSTRUCTION DOCUMENTS (CD) PHASE**

The Consultant's authorization to proceed beyond the Design Development Phase shall be only upon written notification by the City. Upon receipt of such written notification, the Consultant shall:

1. Prepare from approved Design Development Phase documents, Construction Documents for the City's approval, consisting of drawings, specifications and other documents as listed, that set forth in detail the requirements for construction of the entire Project.
  - a. General
  - b. Civil
  - c. Landscape
  - d. Architectural
  - e. Structural
  - f. Mechanical/Plumbing
  - g. Electrical
  - h. Specifications

2. Prepare seven (7) copies each of 50 percent, 95 percent and/or final documents from this phase for distribution as follows: six (6) to the City and one (1) for miscellaneous use by the City. The consultant will prepare seven (7) copies of the final documents from this phase for distribution as follows: six (6) copies to the City and one (1) for miscellaneous use by the City.
3. Review and respond to all Design Review Comments prior to each successive submittal in the format directed by the City. Incorporate requested changes into appropriate documents. (All incorporated changes shall be fully coordinated within and between disciplines.)
4. Prepare and submit a detailed Construction Cost Estimate at the 50 percent CD and 95 percent CD Submittals.
5. Participate in Design Review Meetings in which the City will present and discuss comments generated during review of the 50 percent and 95 percent CD Submittals. Comments regarding the 50 percent CD Submittal shall be incorporated into the 95 percent CD Submittal. Comments regarding the 95 percent CD Submittal shall be incorporated into the Final CD Submittal. The meetings will take place prior to starting each phase of the CD Submittals.
6. Prepare 50 percent Construction Documents, including the following:
  - a. General
    1. Completed title sheets, abbreviations, legends and site plans.
    2. Responses to 100 percent Design Development review comments and incorporation into the documents where required.
    3. Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
    4. Reference of all applicable codes, project data and design numbers for rated assemblies.
  - b. Civil
    1. Existing facilities plans showing all existing topography and improvements.
    2. Utility distribution plans with sizes of all utilities. (Existing and new).
    3. Rough grading plans.
    4. Finish paving and grading plans.
    5. Details with references to the plans.
    6. Final calculations.
  - c. Landscape
    1. Landscaping plans denoting all materials and sizes...
    2. Irrigation plans with sizing of all piping.
    3. Details with references to the plans.
  - d. Architectural
    1. Floor plans with all dimensions and room finishes noted.

2. All door window, hardware, and glazing schedules complete.
3. Roof and reflected ceiling plans, which reflect coordination with structural, mechanical, and electrical systems.
4. All elevations and sections.
5. Enlarged plans of specific rooms or areas as needed to accurately portray the work
6. Interior and exterior details.
7. All section and detail bubbles completed to indicate where the sections and details can be found.

e. Structural

1. Foundation plans including all dimensions.
2. Intermediate floor framing plans with complete section cuts and detail references.
3. Complete section and detail sheets.
4. Completed and detailed roof framing plans.
5. Final calculations.

f. Mechanical/Plumbing

1. All HVAC sizing (ducts and equipment).
2. All air flow quantities noted.
3. All mechanical equipment and fixture schedules completed.
4. All pipe sizes noted.
5. Cathodic protection requirements specified.
6. Points-of-connection including invert elevations.
7. Completed rise diagrams.
8. All control diagrams shown and completed.
9. All details completed and referenced to the plans.
10. Final calculations.

g. Electrical

1. All power, lighting and auxiliary systems plans reflecting complete circuiting.
2. Required single line drawings.
3. Completed panel schedules.
4. Electrical room details showing equipment in plan and elevation.
5. All special systems including grounding wells.
6. All details completed and referenced to the plans.
7. Fire alarm riser diagrams and zone schedules.
8. Final calculations.

h. Specifications

1. Completed Project Specification sections (Parts 1,2 and 3) for each discipline.
  - a. Final form technical specifications in CSI format.

7. Prepare 95 percent Construction Documents, including the following:
  - a. Drawings
    - Complete drawings containing all the information required for the 50 percent Construction Documents.
  - b. Specifications
    - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.
  - c. Calculations
    - Complete civil, structural, mechanical, plumbing and electrical calculations.
  - d. General
    - Incorporation of all requirements and specific direction given to the Consultant prior to the 95 percent CD Submittal.
  - e. Submit documents, stamped and signed by the engineers and architects of record in the State of Nevada, and participate in the City's Permitting Process. Submit documents to and coordinate with other agencies and utilities for their review and approval.
  - f. Consultant to submit to building department.
8. Prepare Final Construction Documents, including the following:
  - a. Drawings
    - Complete drawings, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada.
  - b. Specifications
    - Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.
  - c. Calculations
    - Complete civil, structural, mechanical, plumbing and electrical calculations stamped and signed by the engineers of record registered in the State of Nevada
  - d. General
    - Incorporation of all requirements and specific direction given to the Consultant prior to the Final CD Submittal.

## **E. BIDDING PHASE**

Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

1. While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the construction contract. In either case, prepare all necessary documents at no additional cost to the City. All documents shall be prepared on 8 1/2" x 11" size paper unless otherwise approved in writing by the City.

Addendum revisions shall be made on the appropriate CAD drawing or word processing specification files, then electronically clipped out for issuance in 8 1/2" x 11" format. Revisions shall be indicated and logged on each document. Maintain a log of all revisions to the documents.

2. Attend and participate in the Pre-Bid meeting.
3. Participate in bid evaluation and recommendations.

## **F. CONSTRUCTION ADMINISTRATION PHASE**

Upon authorization by the City to proceed with the construction phase, the Consultant shall:

1. Attend and participate in the Pre-construction Conference with the Construction Contractor.
2. The Consultant's construction administration team shall participate in "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. The meeting dates, times, and place will be determined by the City.
3. Attend and participate in weekly Construction Progress Meetings.
4. Advise the City of any defects or deficiencies in work by the Construction Contractor, which the consultant observes while visiting the site. (The Consultant shall have no authority to issue instructions on behalf of the City, nor to deputize another to do so. All agreements shall be between the City and the Construction Contractor).
5. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, then electronically clipped

- out for issuance. Revisions shall be indicated and logged on each document. Maintain a log of all revisions to the documents.
6. Promptly review and approve submittals and shop drawings for compliance with the Construction Documents. This work shall include shop drawings submitted for specified products and products submitted under and "or equal" provision of the specifications. A reasonable turn-around time from receipt by the consultant to dispatch by the consultant is mandatory for review and distribution. Re-submittal review and distribution time shall be limited to seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.
  7. Promptly respond to Requests for Information (RFI's). The work shall address all RFI's submitted including contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the Consultant's errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the contractor. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The Consultant shall have two (2) days to prepare and distribute a revised response.
  8. Participate in the development and resolution of Punch Lists.
  9. Review the equipment operations and maintenance manuals for contractor-furnished equipment, as submitted by the Construction Contractor, for accuracy and completeness.
  10. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and the "posted set" provided by the Construction contractor, prepare Record Documents for the Project. The Record Drawings shall be prepared using the software package AutoCAD. The Record Specifications shall be prepared using software package Microsoft Word. Submit electronic files, signed and dated Mylar plots of the drawings, and a signed and dated hard copy of the specifications to the City.

#### **G. POST CONSTRUCTION PHASE**

Upon notification by the City the Consultant shall:

1. Participate in a warranty walk – through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list.

**END OF EXHIBIT A**

City of Las Vegas West Service Center Proposal  
Tate and Snyder Architects

**Exhibit B**  
**ADDITIONAL SERVICES**

Based upon the attached CLV program information, Tate & Snyder Architects will provide design services for enclosing the existing East Service Center Materials Handling Facility with a Pre Manufactured Building System clad with a building material appropriate to the site. The design will include mechanical air washing system to control odor generated by site activities and will include limited interior and exterior materials storage.

The following are services which Tate & Snyder Architects will provide following client directive under additional services:

- Boundary and topographic survey
- Geotechnical investigation at East Service Center Site
- Printing of drawing and specification submittals
- Printing of all bid documents
- Drainage study at Field Operations Center site
- Value Engineering study
- Geotechnical investigation at Field Operations Center site
- Video rendering
- Computer "walk-through" or "fly-over" animation(3 Minute Max)

West Service Center Proposal  
Tate and Snyder Architects

Exhibit C: Manhour Estimates

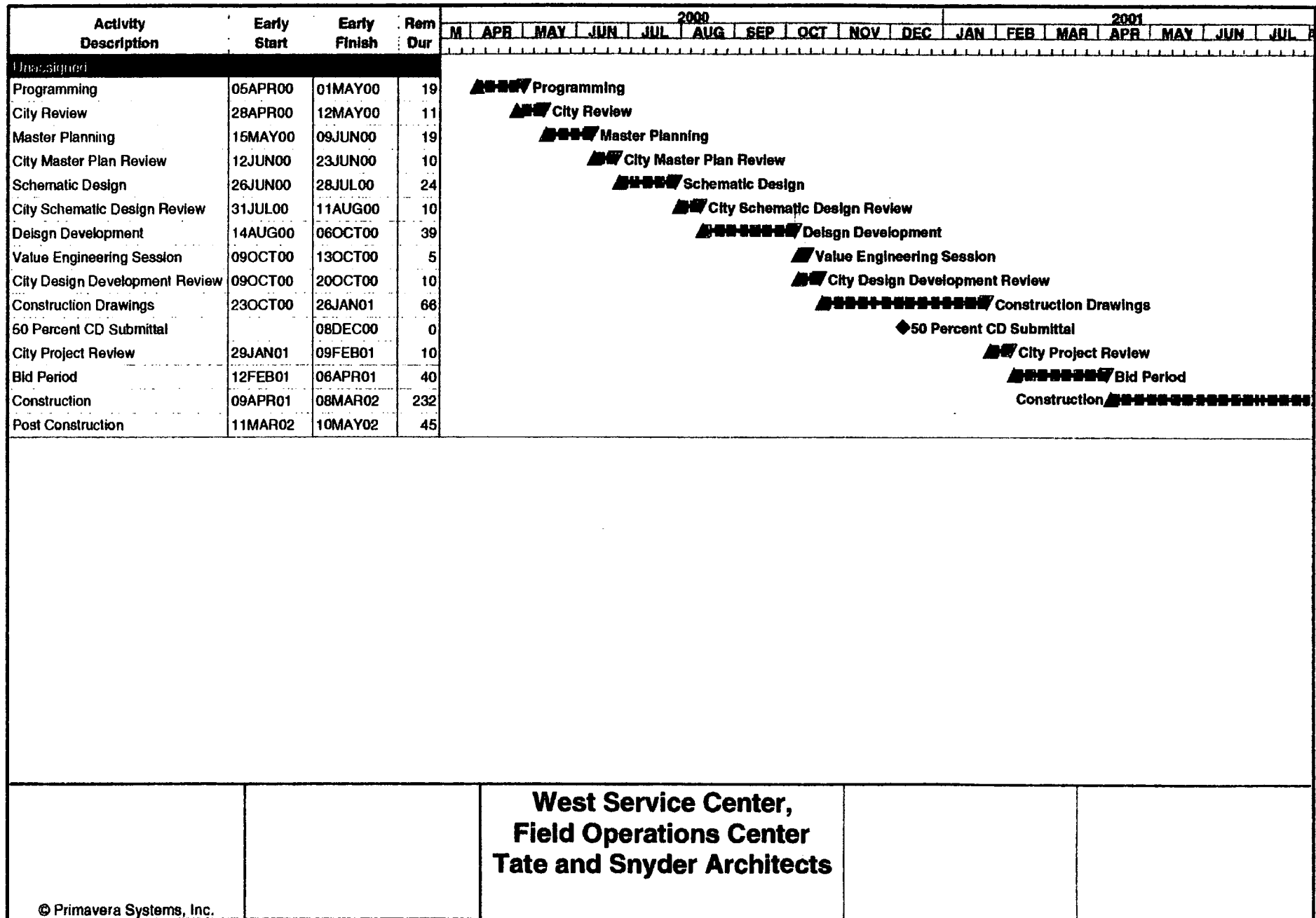
| Personnel         | Planning Programming | Schematic Design | Design Development | Construction Documents | Bid Period | Contract Administration | Post Construction | Total Hours |
|-------------------|----------------------|------------------|--------------------|------------------------|------------|-------------------------|-------------------|-------------|
| Projected Time*   | 12 weeks             | 4 weeks          | 6 weeks            | 10 weeks               | 4 weeks    | 40 weeks                | 9 weeks           | 100 weeks   |
| Project Manager   | 80                   | 40               | 60                 | 200                    | 16         | 400                     | 40                | 936         |
| Project Designer  | 400                  | 160              | 192                | 192                    |            |                         |                   | 1,256       |
| Job Captain       |                      | 80               | 192                | 400                    |            | 200                     | 20                | 1,308       |
| Senior Technician | 240                  | 120              | 192                | 400                    | 80         | 80                      |                   | 1,784       |
| Technician        |                      |                  |                    |                        |            |                         |                   | 384         |
| Specifications    |                      |                  | 16                 | 40                     | 40         | 40                      |                   | 136         |
| Clerical          | 40                   | 16               | 24                 | 72                     | 40         | 160                     | 40                | 584         |
| Total             | 760                  | 416              | 676                | 1,304                  | 176        | 880                     | 100               | 3,552       |

Exhibit D: Cost Derivative and Hourly Fee Schedule

|                  | Planning Programming | Basic Services | Total   |
|------------------|----------------------|----------------|---------|
| Architectural    | 47,250               | 297,000        | 344,250 |
| Civil/Structural | 4,500                | 189,850        | 194,350 |
| Mechanical       |                      | 68,000         | 68,000  |
| Environmental    | 4,272                | 138,958        | 143,230 |
| Solar            |                      | 2,000          | 2,000   |
| Cost Estimating  |                      | 10,650         | 10,650  |
| Landscape        | 2100                 | 16,900         | 19,000  |
| Soils            |                      | 4,900          | 4,900   |
| Total            | 58,122               | 728,258        | 786,380 |

| TSA Personnel     | Hourly Rate |
|-------------------|-------------|
| Principal         | 175         |
| Project Manager   | 100         |
| Project Designer  | 75          |
| Job Captain       | 75          |
| Senior Technician | 60          |
| Technician        | 55          |
| Specifications    | 80          |
| Clerical          | 45          |

# EXHIBIT "E" Performance Schedule



## EXHIBIT F

Accounts Payable  
 City of Las Vegas  
 400 East Stewart Avenue, 6<sup>th</sup> Floor  
 Las Vegas, NV 89101

For professional services rendered for the period:

Total Contract Amount \$

| <u>Basic Compensation</u>                | <u>% of Fee</u> | <u>Fee Amount</u> | <u>% Complete</u> | <u>Fee Earned</u> |
|------------------------------------------|-----------------|-------------------|-------------------|-------------------|
| Programming                              |                 |                   |                   |                   |
| Master Planning                          |                 |                   |                   |                   |
| Schematic Design                         |                 |                   |                   |                   |
| Design Development                       |                 |                   |                   |                   |
| Construction Documents                   |                 |                   |                   |                   |
| Bid                                      |                 |                   |                   |                   |
| Contract Administration                  |                 |                   |                   |                   |
| Post Construction                        |                 |                   |                   |                   |
| Previous Period Billed                   |                 |                   |                   |                   |
| Current Fee Earned                       |                 |                   |                   | \$                |
| Plus: Additional Services (see attached) |                 |                   |                   | \$                |
| Total Fee Now Due                        |                 |                   |                   | \$                |

Programming  
 Master Planning  
 Schematic Design  
 Design Development  
 Construction Documents  
 Bid  
 Contract Administration  
 Post Construction

Previous Period Billed

Current Fee Earned \$

Plus: Additional Services (see attached) \$

Total Fee Now Due \$

# CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

"City" means the City of Las Vegas.

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

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

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

## 2. Policy

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

## 3. Instructions

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

## 4. Incorporation

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

| Block 1                      | Contracting Entity |
|------------------------------|--------------------|
| Tate & Snyder Architects     |                    |
| Name                         |                    |
| 109 Valle Verde Ct. #W 89014 |                    |
| Address                      |                    |
| (702) 456-3000               |                    |
| Telephone                    |                    |
| 88-0178667                   |                    |
| EIN or DUNS                  |                    |

| Block 2                              | Description |
|--------------------------------------|-------------|
| Subject Matter of Contract/Agreement |             |
|                                      |             |
| RFP#                                 |             |

| Block 3                                                                                                                                                                     | Type of Business |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation |                  |

# CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

## Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

|     | FULL NAME/TITLE          | BUSINESS ADDRESS          | BUSINESS PHONE |
|-----|--------------------------|---------------------------|----------------|
| 1.  | William E. Snyder, Pres. | 709 Valle Verde Ct. 89014 | (702) 456-3000 |
| 2.  | J. Winson Kinsey VP      | ✓                         | (702) 456-3000 |
| 3.  |                          |                           |                |
| 4.  |                          |                           |                |
| 5.  |                          |                           |                |
| 6.  |                          |                           |                |
| 7.  |                          |                           |                |
| 8.  |                          |                           |                |
| 9.  |                          |                           |                |
| 10. |                          |                           |                |

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

## Block 5 Disclosure of Ownership and Principals - Alternate

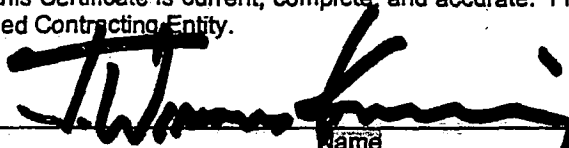
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_

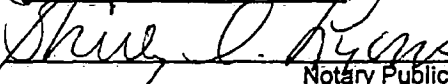
Number of Pages: \_\_\_\_\_

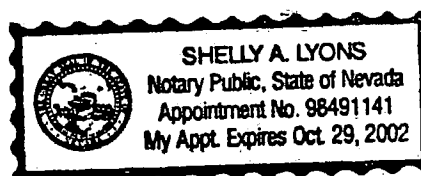
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

  
 Name  
 7.14.00  
 Date

Subscribed and sworn to before me this 14th day of

July, 2000.

  
 Notary Public



*City of Las Vegas*

Agenda Item No.: 74

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Professional Services Agreement with Orion Engineering and Surveying, Inc., for design services for Alta Drive West (\$196,380 - Street Rehab Fund) - Ward 1 (M. McDonald)

**Fiscal Impact**☐**No Impact****Amount: \$196,380**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: Street Rehab Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to construct roadway and landscape improvements on Alta Drive between Rancho Drive and Lacy Lane. The improvements will provide a visual enhancement for motorists along the corridor.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Professional Services Agreement

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

**ENGINEERING DESIGN SERVICES AGREEMENT  
FOR ALTA DRIVE WEST**

THIS AGREEMENT is made and entered into this 2nd day of August, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and ORION ENGINEERING AND SURVEYING, INC., a Nevada corporation (herein the "Consultant").

**WITNESSETH:**

WHEREAS, the City intends to construct the Alta Drive West (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 Dean Rasmuson, 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 seven (7) 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 terminated sooner 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 \$196,380.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of \$170,780.00 which sum represents compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "C" 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 "C" 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 \$25,600.00 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. Payment shall be due within sixty 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 "Performance Schedule") which is set forth in Exhibit "E" attached hereto. The 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 Performance Schedule shall be based on a cost-loaded, task-oriented diagram.

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 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, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04        ***Ownership of Documents.*** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant or any of its subconsultants, which are related to the performance of this Agreement, are deemed to be the property of the 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 or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D.        ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E.        ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions

shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver

of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09        ***Consultant Warranties.*** The Consultant hereby represents and warrants:

A.        That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B.        That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

C.        That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D.        That is has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999, and effective October 1, 1999), as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "F," all of the principals, including partners, of the Consultant, as well as persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, its principals or partners, are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employees Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit F, the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "F" within 15 days of such change.

10.10        ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to each Project, the Consultant which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 **Notice.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

City of Las Vegas  
400 East Stewart Avenue  
Las Vegas, Nevada 89101  
Fax: (702) 382-3232

TO CONSULTANT:

Orion Engineering and Surveying, Inc.  
3068 East Sunset Road, Suite 9  
Las Vegas, Nevada 89120  
Fax: (702) 739-5929

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.

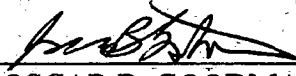
10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

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.

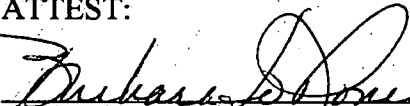
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

"City"

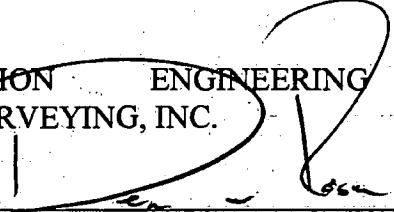
ATTEST:

  
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvan 7-14-00

ORION ENGINEERING AND  
SURVEYING, INC.

By:   
DEAN W. RASMUSON, P.E.,  
President

"Consultant"

**EXHIBITS**

|                    |                                 |
|--------------------|---------------------------------|
| <b>Exhibit "A"</b> | <b>Scope of Services</b>        |
| <b>Exhibit "B"</b> | <b>Additional Services</b>      |
| <b>Exhibit "C"</b> | <b>Manhour Estimates</b>        |
| <b>Exhibit "D"</b> | <b>Hourly Rate Schedule</b>     |
| <b>Exhibit "E"</b> | <b>Performance Schedule</b>     |
| <b>Exhibit "F"</b> | <b>Disclosure of Principals</b> |

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The engineering and landscape services covered by this Agreement concern the design and preparation of drawings, specifications and contract bid documents for the PROJECT. The PROJECT shall include, but is not limited to, the preparation of a design report, preparation of contract documents and construction phase services for roadway and landscaping improvements including, but not limited to, asphalt concrete pavement, gravel base, curb, gutter, sidewalk, nuisance storm drainage facilities, street lights, traffic signage, striping, planting, irrigation and related construction in accordance with Clark County Regional Transportation Commission (RTC), Nevada Department of Transportation (NDOT) and CITY requirements.

## 2. DESIGN REPORT

The CONSULTANT shall:

1. Confer with the CITY to clarify and define the PROJECT, identify available data, and present scheduling requirements. The CONSULTANT shall prepare and submit a performance schedule as a part of the Contract as set forth in Exhibit E.
2. Review existing topographic and other pertinent surveys including existing record drawings, ownership maps and NDOT right of way drawings. Perform reconnaissance and topographical surveys as necessary to supplement and confirm existing data. The Survey shall include, but is not limited to:
  1. Establish horizontal and vertical control.
  2. Information relative to the location and elevation of existing topographical features including large trees and plants within the PROJECT limits.
  3. Location of utilities of record, horizontally and vertically.
  4. Dimensions and flowlines of the existing storm drainage and sanitary sewer facilities.
  5. Preparation of a centerline alignment map with right-of-ways for the PROJECT and intersecting streets, including bearings, distances, ties, documentation of existing survey monuments and TBM=s. Map shall be sealed by a Professional Land Surveyor registered in the State of Nevada and submitted to the CITY for review and approval.
3. Prepare a geotechnical investigation/report that includes, but is not limited to, the following:
  1. Drawings showing tentative PROJECT alignment and exploration boring location.
  2. Exploratory bore data at 500-foot minimum intervals, nine (9) borings.
  3. Borings shall include subsurface conditions, groundwater depth, unit soil weights, moisture content, R-values, moisture density curves, chemical analysis of groundwater, corrosivity and pH, gradation and plasticity analysis, and soils classification based on sieve analysis.

- d. Existing ground surface elevations at bore locations  $\pm 0.1$  foot.
  - e. Recommended structural pavement section(s). CITY will provide available traffic data for determination of Traffic Index.
  - f. Determine installation, bedding and backfill parameters for pipe installation, including trench wall stability and reuse of excavated material.
- 4. No drainage study is required for the PROJECT. All drainage facilities will be designed for nuisance flow only.
  - 5. Provide preliminary project cost estimate, separated by funding source, RTC, S.I.D., CITY, etc. Recommend method of bidding, and description of pay items.
  - 6. At the completion of Items 1 through 5 above, prepare a Design Report on the findings, and make recommendations on the final scope of the PROJECT to be designed and constructed. Recommendations shall include size, approximate location and type of facilities to be constructed, the Geotechnical Report, preliminary estimated project quantities and probable costs, separated by quantity and pay item, and all of the appurtenant information referenced in the above items. Submit five (5) copies of the Design Report for review, and re-submit the same number as a final submittal after review.

### C. DESIGN PHASE

The CONSULTANT shall:

- 1. Perform all necessary supplemental horizontal and vertical surveys required for preparation of final design plans.
- 2. Provide project design in accordance with the findings and recommendations presented in the "Design Report". Prepare contract drawings including, but not limited to, plan and profile sheets showing existing and new construction; future curbs and curb returns and sidewalks; construction details, notes, quantity estimate sheet; location of existing utilities, adjustment or relocation of existing utilities; construction details and design of drainage facilities, planting, grading, irrigation and street furniture plans. Plan and profile sheets shall be drawn at a horizontal scale of 1"=40'

and 1"-4' vertical scale with stationing from left to right. The North arrow shall point to the top or right hand side of the plan sheets. Drawings shall show property lines, tax parcel numbers and names of property owners.

3. Prepare street lighting and traffic design drawings including lane striping and pavement markings and traffic signs.
4. Locate existing utilities of record, where necessary, by "potholing" to confirm location and depth. The work shall include traffic control and permanent patching.
5. Prepare final technical specifications including supplemental construction details and pay item descriptions. Bid schedule will be itemized by pay item. The CITY shall provide front-end "boilerplate" for attachment to technical specifications. Technical specifications shall be sealed by a Registered Professional Engineer in the State of Nevada.
6. Attend weekly progress meetings and submit progress sets as required by the CITY for review and approval.
7. Submit a predesign report at the 30% stage and plans and specs at the 50%, 90% and 100% stages, cost estimates separated by pay item and funding source. The 50%, 90% and 100% submittals shall include utility relocations and quantities.
8. Prepare and submit to the Nevada Department of Transportation (NDOT) any necessary encroachment applications and engineering plans for construction, including pavement transitions, in NDOT right of way. CITY shall provide signature for application.
9. Provide funding agencies and utility companies with plans, specifications, sketches and documentation of proposed construction in the PROJECT for their review and comment. Determine the utility relocations necessary to construct the PROJECT and coordinate with the appropriate utility company. Obtain approval signatures on the plan cover sheet from the authorized personnel of each of the following agencies and utility companies: Nevada Power Company, Las Vegas Valley Water District, Central Telephone Company, Prime Cable, Southwest Gas Corporation and Regional Transportation Commission.

10. Participate in as many as six (6) public meeting and/or hearings at the request of the CITY, including presentation of the technical aspects of the PROJECT and answering questions relative to the design. Attendance and technical participation in additional meetings shall be reimbursed at the rates cited in Attachment 1.
11. Attend the pre-bid conference, and bid opening. Analyze all bids received and make recommendations for award by the CITY.
12. Submit a set of reproducible 24" x 36" mylar construction drawings for CITY files. All sheets will be sealed by a Registered Professional Civil Engineer in the State of Nevada.
13. As requested by the CITY, prepare as many as four (4) contract addenda prior to the bid opening. Any additional addenda shall be reimbursed at the rates cited in Attachment 1.
14. Hold weekly progress meetings with the City to discuss project status. Take and distribute minutes of all such meetings.
15. Prepare a 24" x 36" visual display of the project for presentation at public meetings and/or hearings.

#### **D. CONSTRUCTION PHASE:**

1. CONSULTANT shall assign one individual throughout the life of this AGREEMENT who shall have overall PROJECT responsibility. The appointment of the individual will be approved by the CITY, as will any replacement.
2. CONSULTANT shall:
  - a. Confer with the CITY to clarify and define the PROJECT, identify available data and determine general scheduling requirements.
  - b. Review the progress schedule, Contractor's traffic control plan, schedule of shop drawing submissions, and schedule of values prepared by the Contractor.
  - c. Attend preconstruction conference and attend weekly progress meetings, job conferences, and other PROJECT-related meetings including public information meetings. Take and distribute Minutes of all such meetings.

- d. Receive, review, make recommendations, and record date of receipt of shop drawings.
- e. Advise CITY and Contractor immediately of the commencement of any work requiring shop drawings or sample submission if the submission has not been accepted.
- f. Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the contract documents. Not to exceed 90 manhours of observation time.
- g. Report to the CITY whenever he believes that any work is unsatisfactory, faulty or defective, or does not conform with the contract documents or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment, and advise the CITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing.
- h. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the PROJECT and record the outcome of these inspections, and submit a report to the CITY concerning these visits.
- i. Maintain orderly files for correspondence, reports of job conferences, show drawings and sample submissions, reproductions or original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CONSULTANT's or CITY's clarifications and interpretations of the contract documents, progress reports, and other PROJECT-related documents.
- j. Keep a daily diary or log book, recording working and non-working hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, equipment used and idle, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the CITY

each week.

- k. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - l. Furnish the CITY weekly reports of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing status.
  - m. Consult with the CITY in advance of major tests, inspections or the start on important phases of the work.
  - n. Report immediately to the CITY upon the occurrence of any accident on the PROJECT and document information observed.
  - o. Before the CITY issues a certificate of substantial completion, submit to the Contractor and CITY a list of observed items requiring completion or correction.
  - p. Conduct final inspection in the company of CITY and Contractor and prepare a final list of items to be completed or corrected.
  - q. Verify that all items on the final list have been completed or corrected, and make recommendations to the CITY concerning acceptance.
  - r. Vehicles used on the PROJECT by the CONSULTANT's Resident Project Representative(s) and other personnel performing on-site observation shall be conspicuously marked so as to identify personnel of the CONSULTANT for the benefit of the public. Markings may be magnetic or otherwise removable but must be displayed while on the PROJECT.
3. Consult and notify the CITY as to possible change orders; issue all instructions to the Contractor requested by the CITY, prepare such change orders and revise plans and specifications accordingly.
4. Receive, review and analyze samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor submits.
5. Prepare and verify monthly and final estimates for payments to contractors, and

furnish to the CITY any necessary certifications as to payments to construction contractors and suppliers; assemble written guarantees which are required by the contract documents.

6. Evaluate claims by the Contractor or others and make recommendations concerning each to the CITY.
7. Upon completion of the PROJECT, review the PROJECT for conformance with the plans and specifications and compliance with the construction contract documents, present written recommendations to the CITY as to the acceptance of the PROJECT by the CITY, and approve in writing final payments to the Construction Contractor.
8. Upon completion of the PROJECT, revise the contract drawings using the blueprints and change orders marked by the Contractor and the blueprints and change orders marked by those representatives of the CONSULTANT observing the construction and the reports of any periodic design engineer visits as a basis for revisions to show "as-built" dimensions and the location of all work constructed, and furnish the originals of these revised drawings to the CITY.

**ALTA DRIVE****EXHIBIT B****ADDITIONAL SERVICES**

The services which are described in the following paragraphs are not services included in the Scope of Services. They shall be provided, if authorized in writing by the CITY, and if so authorized, they shall be paid for by the CITY as provided in this agreement, in addition to the compensation for the services performed within the Scope of Services.

**CONSULTANT SERVICES:**  
**ADDITIONAL SERVICES**

1. Providing any other service which is not otherwise included in the agreement or is not customarily furnished in accordance with generally accepted practices beyond those required under the Scope of Services specified in Exhibit A.
2. Design Contingency.

**EXHIBIT C****CITY OF LAS VEGAS - ALTA DRIVE**

Construction Budget: 1.7 - 2.5 Million

**CIVIL****Orion Engineering**

|                       | <u>Hours</u> | <u>Fee</u>   |
|-----------------------|--------------|--------------|
| <u>Design Report:</u> |              |              |
| Principal             | 8            | \$1,160      |
| Director              | 5            | 600          |
| Senior Manager        | 47           | 5,170        |
| Engineer              | 74           | 7,030        |
| Designer              | 104          | 7,800        |
| Clerical              | 16           | 800          |
| P.L.S.                | 44           | 5,280        |
| Survey Technician     | 104          | 8,840        |
| Survey Crew           | 44           | <u>8,360</u> |
| SUBTOTAL              |              | \$45,040     |

|                   |     |              |
|-------------------|-----|--------------|
| <u>Design:</u>    |     |              |
| Principal         | 14  | \$2,030      |
| Director          | 5   | 600          |
| Senior Manager    | 63  | 6,930        |
| Engineer          | 104 | 9,880        |
| Designer          | 152 | 11,400       |
| Clerical          | 48  | 2,400        |
| P.L.S.            | 1   | 120          |
| Survey Technician | 8   | 680          |
| Survey Crew       | 12  | <u>2,280</u> |
| SUBTOTAL          |     | \$36,320     |

|                      |    |              |
|----------------------|----|--------------|
| <u>Construction:</u> |    |              |
| Principal            | 4  | \$580        |
| Director             | 3  | 360          |
| Senior Manager       | 26 | 2,860        |
| Engineer             | 90 | 8,550        |
| Designer             | 14 | <u>1,050</u> |
| SUBTOTAL             |    | \$13,400     |

**TOTAL \$94,760**

|                                        |               |           |
|----------------------------------------|---------------|-----------|
| LANDSCAPE                              | Stantec       | \$60,100  |
| SOILS                                  | Terracon      | \$7,400   |
| AERIAL MAPPING                         | Kenney Aerial | \$3,920   |
| TOTAL CONSULTANTS                      |               | \$166,180 |
| DIRECT EXPENSES                        |               | \$4,600   |
| Subtotal Fees                          |               | \$170,780 |
| Design Contingency/Additional Services |               | \$25,600  |
| TOTAL ESTIMATED FEES                   |               | \$196,380 |

CONFIDENTIAL

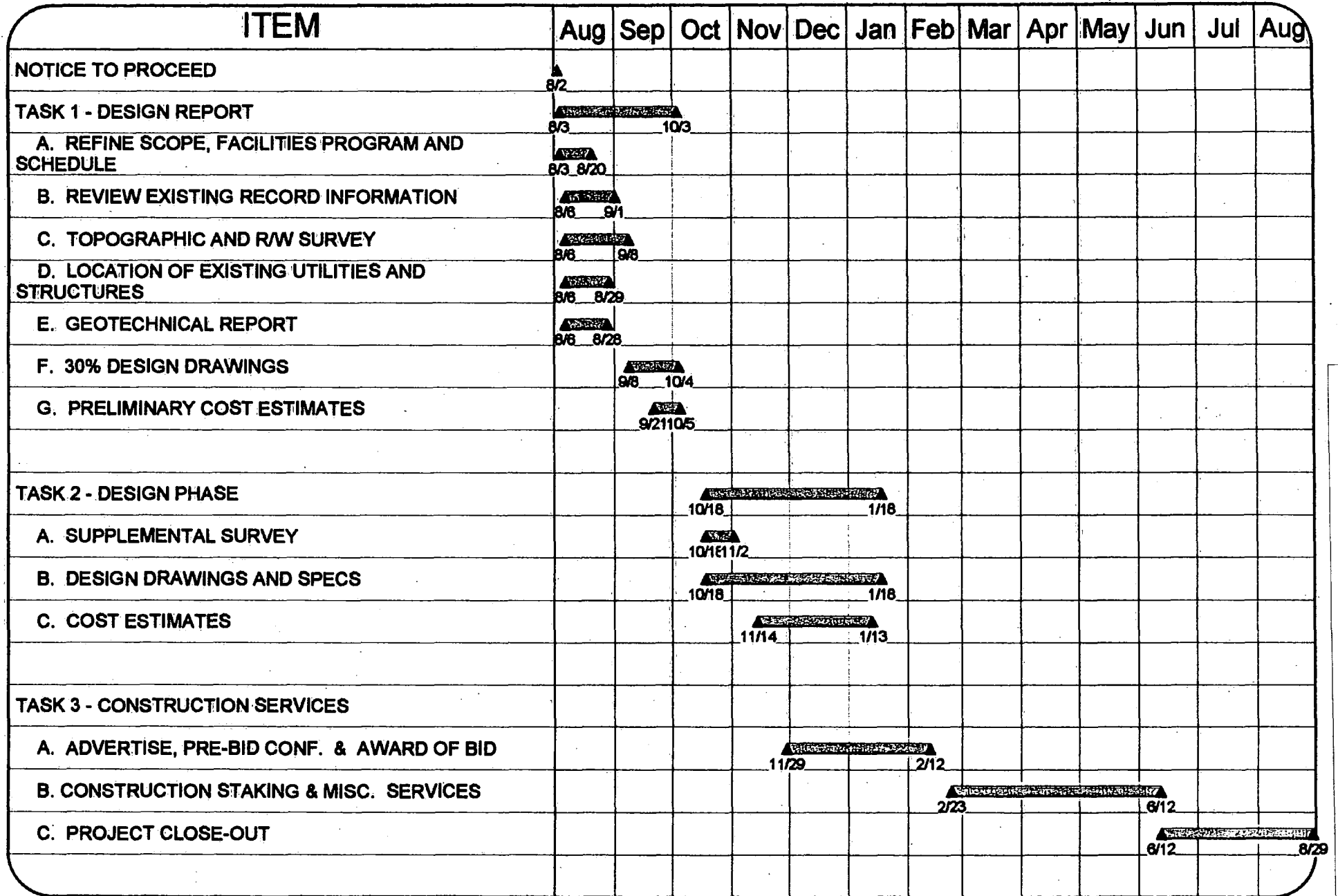
**EXHIBIT D****CITY OF LAS VEGAS - ALTA DRIVE****HOURLY RATE SCHEDULE  
Effective January 1, 2000 - 2001**

| <b><u>LABOR CLASSIFICATION</u></b> | <b><u>PROJECT TEAM MEMBER</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------------|-----------------------------------|---------------------------|
| Principal                          | Dean Rasmuson                     | \$145.00                  |
| Director                           | Brian Norris                      | \$120.00                  |
| Senior Project Manager             | Brent Mutti                       | \$110.00                  |
| Project Engineer                   | Matt Haskin                       | \$95.00                   |
|                                    | Gus Velez                         | \$95.00                   |
| Senior Designer                    | Staff                             | \$85.00                   |
| Designer                           | Staff                             | \$75.00                   |
| Drafter II                         | Staff                             | \$70.00                   |
| Drafter I                          | Staff                             | \$60.00                   |
| Research/Processing                | Staff                             | \$50.00                   |
| Secretarial/Clerical               | Staff                             | \$50.00                   |
| Professional Land Surveyor         | David Graves                      | \$120.00                  |
| Senior Survey Technician           | Scott Turner                      | \$85.00                   |
| Survey Technician                  | Dennis Hodge                      | \$70.00                   |
| 3-Man Survey Crew                  | Staff                             | \$190.00                  |
| 2-Man Survey Crew                  | Staff                             | \$150.00                  |

# EXHIBIT E

## PRELIMINARY PROJECT SCHEDULE

Page 1 of 1



**EXHIBIT F****DISCLOSURE OF PRINCIPALS**

The principals and partners of ORION ENGINEERING AND SURVEYING, INC. and all persons and entities holding more than a 1% interest in ORION ENGINEERING AND SURVEYING, INC. or any principal of ORION ENGINEERING AND SURVEYING, INC. are the following:

| <u>FULL NAME</u>    | <u>BUSINESS ADDRESS</u>                         | <u>BUSINESS PHONE</u> |
|---------------------|-------------------------------------------------|-----------------------|
| 1. Dean W. Rasmuson | 3068 E. Sunset Rd., Ste. 9, Las Vegas, NV 89120 | 739-5921              |
| 2. Angela Rasmuson  | 3068 E. Sunset Rd., Ste. 9, Las Vegas, NV 89120 | 739-5921              |

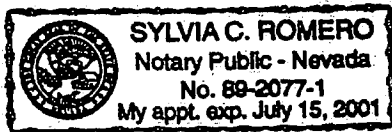
I certify under penalty of perjury that the foregoing list is full and complete.

ORION ENGINEERING AND SURVEYING, INC.

By: Dean W. Rasmuson

Subscribed and sworn to before me this  
11<sup>th</sup> day of July, 2000.

Sylvia C. Romero  
Notary Public



*City of Las Vegas*

Agenda Item No.: 75

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the final phase of the Neighborhood Renaissance Project (\$640,550 - Neighborhood Renaissance Project Fund) - all Wards

**Fiscal Impact**☐**No Impact****Amount: \$640,550**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Neighborhood Renaissance Project Fund****PURPOSE/BACKGROUND:**

Various improvement projects throughout the City of Las Vegas.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Agenda Memo

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

**Item 29:**

**APPROVED under separate action (see individual item)**

**MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

*City of Las Vegas*

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: AUGUST 2, 2000**

**DEPARTMENT: PUBLIC WORKS**

**ITEM DESCRIPTION: NEIGHBORHOOD RENAISSANCE PROJECTS**

There is currently \$439,000 available with a There potential \$218,000 additional funding once existing projects are closed out. Following is a list of Potential Projects in their order of priority.

| Potential Projects                                                         | Est. Cost        |
|----------------------------------------------------------------------------|------------------|
| 1. Install sidewalks on Rancho from Washington to Vegas                    | \$160,000        |
| 2. Install sidewalks on Owens West of LVB                                  | \$6,000          |
| 3. Improvements to Coleman Park, Construct 2 picnic areas                  | \$6,000          |
| 4. Construct dug-out covers at Doolittle Park                              | \$10,000         |
| 5. Construct Dog Fanciers area at Woofter Park                             | \$12,000         |
| 6. Install permanent street closure on Creekside                           | \$5,000          |
| 7. Install play ground equipment at Marry Dutton Park                      | \$25,000         |
| 8. Install decorative rock and paint walls on Rancho from Alta to Mesquite | \$28,000         |
| 9. Install decorative rock and paint walls on Sahara East of Arville       | \$24,000         |
| 10. Paint walls on Valley View North of Sahara                             | \$2,000          |
| 11. Install decorative rock and paint walls on Arville South of Sahara     | \$5,000          |
| 12. Install decorative rock on Rainbow from Charleston to Westcliffe       | \$26,000         |
| 13. Install new trash receptacles in the Downtown area                     | \$32,000         |
| 14. Restore turf area at Elkhorn Springs Park                              | \$50,000         |
| 15. Install sidewalk and decorative rock on Rancho from Sahara to Oakey    | \$81,000         |
| 16. Install decorative rock on Rampart from Lake Mead to Cheyenne          | \$35,000         |
| 17. Install exterior electric rolling shutters at Doolittle Center         | \$50,000         |
| Sub-Total                                                                  | \$557,000        |
| 15% Cont.                                                                  | \$83,550         |
| <b>TOTAL</b>                                                               | <b>\$640,550</b> |

Any leftover funds or savings on projects shall be dedicated to the Doolittle Center

Rehabilitation Project. Note: Project #1 may be constructed by NDOT. We are waiting for a final determination. Project #9 is contingent on NDOT installing sidewalks

Status of other Renaissance-type projects:

A. Installation of streetlights in Rancho from Washington to Vegas is being done by Nevada Power under their PAL program

B. Sidewalks on Stewart from Maryland to Eastern are in design

C. Installation of decorative rock on Valley View from Alta to Fulton is being financed by Clark County

All estimates are for materials only. With the exception of projects # 1,9, and 17 all projects will be constructed by city forces from Parks, Streets, and Neighborhood Services Divisions. Some projects will require weekend overtime work due to traffic and safety considerations

Completion of these projects will deplete all funding for the program and thus terminate the program.

*City of Las Vegas*

Agenda Item No.: 76

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Professional Services Agreement with JMA Architectural Studios for the design of a new image facility for the East Las Vegas Neighborhood/Senior Center, located at 250 North Eastern Avenue, on approximately (3.6) acres of vacant improved ground, bounded by Eastern and Stewart Avenue (\$606,650 - Community Development Block Grant Fund) - Ward 3 (Reese)

**Fiscal Impact**☐**No Impact****Amount: \$606,650**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: CDBG Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to construct a new Neighborhood and Senior facility, including; staff offices, classrooms, ceramic, dance and painting studios, a conference center, multi-purpose room, kitchen, and dining areas. Site special features include a landscaped entry court and adjacent bandstand area. The entire site will be fully landscaped and integrated with the adjoining Clark County School District construction of a new elementary school and relocation of the existing ball field.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Professional Services Agreement

**MOTION:**

**M. McDONALD – APPROVED Consent Items 5-28 and 30-76 – UNANIMOUS with L.B. McDONALD excused**

Item 29:

**APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:33 - 9:34)

1-960

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 2nd day of August, 2000, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and J M A Architecture Studios, (the "Architect").

### RECITALS

WHEREAS, THE city intends to design and construct a new image facility to house the East Las Vegas Neighborhood / Senior Center, located at 250 N. Eastern Ave., on approx. (3.6) acres of vacant, improved ground, bounded by Stewart and Eastern Streets, within the City of Las Vegas. Design Services are, fully set forth in Exhibit "A" ( Scope of Work Statement and approved space program) attached hereto; for an estimated Construction Cost of \$ 6,500,000.00; and

WHEREAS, the City desires to retain the services of the Architect for the purpose of providing the design and Engineering and the preparation of the bid documents necessary for the construction of the Project; and

WHEREAS, the Architect hereby represents to the City that the Architect is properly licensed pursuant to Chapter 625 Of the Nevada Revised Statutes within the State of Nevada and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Architect agree as set forth below:

### ARTICLE 1 CONSULTANT'S BASIC SERVICES

#### 1.1 GENERAL

1.1.1 The Architect agrees to provide the services set forth in Section 1.1.2 through 1.1.7 of this Article and in Exhibit "A" and Exhibit "E", attached hereto.

1.1.2 The Architect shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Architect shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this

schedule approved by the City shall not, except for reasonable cause, be exceeded by the Architect. The Time Schedule for Performance of the Architect's services is set forth in Exhibit "B" (Architect's Time Schedule) attached hereto.

1.1.3 The Architect shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Architect. The City's approval of the Contract Documents shall not relieve the Architect of any responsibility for the professional and technical accuracy of any documents prepared by the Architect.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Architect shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Architect's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of the Project.

1.1.6 The Architect shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Architect or sub-consultants.

## **1.2. PRE-DESIGN PHASE**

### **1.2.1 PROGRAM AND BUDGET**

The Architect shall analyze the City's needs and program the requirements of the Project, and based upon that analysis establish a general budget for the total Project. The Architect shall furnish six (6) copies of the Program and Budget to the City in accordance with Exhibit "A", attached hereto. The City shall review, make comments, prepare responses or furnish additional documents as required of the Program and Budget. The City must approve in writing the Program and Budget document prior to the Architect proceeding with the basic services under the Schematic Design Phase.

### **1.2.2 SITE ANALYSIS**

The Architect shall prepare a written report (the "Site Utilization Report") analyzing the conditions affecting the Project. The Architect shall request, in writing, to begin the work of this phase and the City shall confirm written authorization. Services of this phase may include recommendations to the City for Additional services required to prepare a utilities study, off-site engineering services, or others, as required. The Architect shall provide (6) copies of the Site Utilization Report for review by the City.

### **1.2.3 REVIEW**

The City will review the Site Utilization Report furnished by the Architect, advising the Architect of any changes, corrections

or other responses. The Architect shall advise the City of any adjustment to Program or Budget, which may be required. The City shall give written approval of the final Site Analysis documents and authorize the Architect to proceed into the Schematic Design Phase.

### **1.3 SCHEMATIC DESIGN PHASE**

**1.3.1** The Architect shall review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

**1.3.2** The Architect shall provide a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 6.2.1.

**1.3.3** The Architect shall review with the City Project Manager, alternative approaches to the design and construction of the Project. Based on the mutually agreed upon program, schedule and construction budget, the Architect shall prepare for approval by the City, the Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of each component of the Project.

**1.3.4** Based upon the Schematic Design Documents, the Architect shall submit to the City a preliminary estimate of the Construction Cost of the Project which shall be based upon the most current information and data available to the Architect.

**1.3.5** Architect shall furnish the City with six (6) copies of the completed Schematic Design Documents.

**1.3.6** The City shall give written approval of the final Schematic Design Documents prior to the Architect proceeding with the Design Development Phase.

### **1.4 DESIGN DEVELOPMENT PHASE**

**1.4.1** Based on the approved Schematic Design Documents and any adjustments authorized by the City, the Architect shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, structural, mechanical and the electrical systems, materials and such other elements as may be appropriate.

**1.4.2** The Architect shall advise the City of any adjustments, which are necessary to the preliminary estimate of the Construction Cost of the Project. Architect shall furnish the City with six (6) copies of the completed Design Development Documents.

1.4.3 The City shall give written approval of the final Design Development Documents prior to the Architect proceeding with the Construction Document Phase.

**1.5. CONSTRUCTION DOCUMENTS PHASE**

1.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Architect shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions, provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Architect agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Architect of responsibility for the professional and technical accuracy of such documents.

1.5.2 The Architect shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

1.5.3 The Architect shall advise the City of any adjustments to the preliminary estimate of the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

1.5.4 The Architect shall obtain required the agency submittals for the regulatory authorities having jurisdiction over the Project, including approval from the required utility companies, and shall submit an application for a building permit to the Department of Building and Safety for the City.

1.5.5 The Architect shall provide the required submittal copies, reports, specifications and calculations. The Architect shall not be responsible for the cost of processing any plan review or building permit(s). The Architect shall notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval.

1.5.6 The City shall give written approval of the final Construction Documents prior to being submitted to any regulatory agency for permit review and approval. The Architect shall incorporate the changes and corrections made by the City into the final Construction Documents.

1.5.7 Upon incorporating the changes and corrections made by the City or regulatory agencies, The Architect shall prepare the final Contract Documents. The Architect shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

1.5.8 The City shall give written approval of the final, corrected, Construction Documents prior to the Architect proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Architect shall not be responsible for reproduction costs of the contract documents submitted.

## **1.6 BIDDING OR NEGOTIATION PHASE**

1.6.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Architect, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

1.6.2 The City shall advise the Architect in the award of the construction contract, and establish a Pre-Construction Conference.

## **1.7 CONSTRUCTION PHASE**

1.7.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Architect's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the Architect to be the date of substantial completion of the Project, whichever first occurs.

1.7.2 Architect shall advise and consult with the City (i) during construction until final payment to the Contractor is due, and (ii) as an Additional Service at the City's direction from time to time during the correction period described in the Construction Contract. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.

1.7.3 Architect shall visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the construction contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the Architect.

1.7.4 Architect shall not have control over, charge of or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibility under the Construction Contract. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Construction of the Project in accordance with the Contract Documents. The Architect shall not have control over or charge of the acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons responsible for constructing the Project.

1.7.5 Architect shall at all times have access to the site during construction of the Project. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Architect and Contractor shall communicate through the City's Representatives.

1.7.6 Based on the Architect's observations of the progress of construction of the Project, the Architect shall review each Application for Payment submitted by the Contractor and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the Architect to the City, based on the Architect's observations at the Project site as provided in Section 1.7.3 and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Architect's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Architect. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Architect has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

1.7.7 The Architect shall have authority to reject any portion of the construction of the Project, which does not conform to the Contract Documents. Whenever necessary or advisable for implementation of the intent of the Contract Documents, the

Architect shall have authority to require additional inspections or testing of the construction to determine if it is in accordance with the Contract Documents, whether or not such construction is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith exercising or not exercising such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons responsible for constructing the Project.

1.7.8 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the construction of the Project while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's approval of a specific item shall not constitute approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.7.9 The Architect shall prepare Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary by the Architect as provided in Section 2.3.3 for the City's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the construction of the Project not involving an adjustment in the cost or time of performance of the Construction Contract which are not inconsistent with the intent of the Contract Documents.

1.7.10 The Architect shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the City for the City's review and records the written warranties and related documents which have been assembled by the Contractor as required by the Contract Documents in connection with the Project, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

1.7.11 The Architect shall be the interpreter of the requirements of the Contract Documents for the Project and shall advise the City's Project Representative on the performance thereunder by the Contractor. The Architect shall render all interpretations

which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness on the written request of either the City or the Contractor and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Architect shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both the City and Contractor, shall not show partiality to either, and shall not be liable for the result of the interpretation or decision so rendered in good faith.

**1.7.12** The Architect shall decide matters relating to aesthetic effect of the Project in a manner, which is consistent with the intent expressed in the Contract Documents. If the Contractor disagrees with that decision, then the City shall have final decision in regard to such claim or dispute between the Architect and the Contractor.

**1.7.13** The Architect shall provide Post-Construction services as necessary to assist the City in the use and occupancy of the Project.

**1.7.14** The Architect shall review the Contractors final record documents for clarity and completeness and coordinate needed corrections, clarifications as required to these documents with the Contractor. The Architect shall approve the Contractors submittal and be responsible for drafting all final corrections and co-ordination items submitted by the Contractor. The Architect shall prepare and submit one (1) set of completed documents in reproducible mylar form to the City.

**1.7.15** The Architect shall provide warranty reviews including reviews during any staggered warranty periods until the end of the Contractor's warranty period or until the end of a one (1) year period after the date of completion, whichever occurs later.

## **ARTICLE 2: ADDITIONAL SERVICES**

### **2.1 GENERAL**

**2.1.1** The services described under this Article shall only be provided, by the Architect, if requested and writing by the City.

### **2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES**

**2.2.1** If more extensive representation at the Project site is required for the City's protection required under Section 1.7.3, the Architect agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project

Representatives shall be selected, employed and directed by the Architect. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the Architect.

**2.2.2** The Architect shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### **2.3 ADDITIONAL SERVICES**

**2.3.1** The Architect agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

**2.3.2** The Architect agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

**2.3.3** The Architect agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

**2.3.4** Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

**2.3.5** The Architect agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

**2.3.6** Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

**2.3.7** Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

### **ARTICLE 3: CITY'S RESPONSIBILITIES**

**3.1** The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly progress of the Architect's services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the Architect in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the Architect or sub- consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the Architect to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Architect providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the project, and pay all costs related to the bid process.

3.10 The Architect may invoice for approved and completed work on a monthly basis. The City Project manager will notify the Architect of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager, within the stated period of time, the Architect shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Architect will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Architect, the Architect may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Architect may submit a request for approval of the following remedies: 1. Defer progress on the project, until such time as

payment is received and re-adjust the project schedule accordingly. 2. the Architect may petition the City for an increase in architectural fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Architect.

#### ARTICLE 4 CITYS REVIEW PROCESS:

4.1 Upon receipt of any documents furnished by the Architect, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify Architect and request documents which are Professionally complete and appropriate, per AIA Standards, and Exhibit "E" attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the Architect to provide corrected and Professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the Architect in default, or (ii) demand a letter of explanation from the Architect as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Architect, at Architect's own expense, shall furnish six (6) additional sets of all documents that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The Architect, at Architect's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Architect presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by Architect fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Architect with comments and corrections noted thereon. The Architect shall make the changes necessitated by the corrections or other comments into the final documents.

4.5 The Architect shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, Architect shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the Architect shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

#### ARTICLE 5: COMPENSATION OF THE CONSULTANT

##### 5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the Architect as compensation for the services provided under Article 1 of this Agreement the amount of the fixed fee for each of the phases set forth below:

Pre-Design Phase (Including Program, Budget and Site Analysis):

Fee included in the Schematic Design Phase

|                              |                      |
|------------------------------|----------------------|
| Schematic Design Phase:      | <u>\$ 103,130.50</u> |
| Design Development Phase:    | <u>\$ 121,330.00</u> |
| Construction Document Phase: | <u>\$ 230,527.00</u> |
| Bidding or Negotiation Phase | <u>\$ 30,332.50</u>  |
| Construction Phase:          | <u>\$ 121,330.00</u> |
| Total Fixed Fee:             | <u>\$ 606,650.00</u> |

5.1.2 An amount of five percent (5%) contract retainage shall be held by the City, on the Construction Document Phase fee, as a quality control retainage, until such time as the final Construction Phase Documents have been approved by the City Project Manager.

5.1.3 The Construction Phase fee set forth above shall be paid based upon the percentage of construction completed for the Project.

5.1.4 In no event shall the total amount of compensation to be paid to the Architect exceed the total fixed fee set forth above unless written authorization is given by the City.

## **5.2 ADDITIONAL SERVICES COMPENSATION**

**5.2.1** The City agrees to compensate the Architect for the additional services provided under Article 2 on an hourly basis according to the hourly fee schedule set forth in Exhibit "C" attached hereto, and for any Reimbursable Expenses (hereinafter defined) incurred by the Architect.

**5.2.2** Reimbursable Expenses include such expenses as transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long distance telephone communications, and fees paid for securing approval of authorities having jurisdiction over the project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond basic services, as authorized by the City, expense of renderings, models and mock-ups requested by the City, and if authorized in advance by the City, expense of overtime work requiring higher than regular rates.

## **5.3 RIGHT OF SET-OFF**

**5.3.1** The City's Project Manager 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 Project Manager 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 8.3 of this Agreement.

## **ARTICLE 6: CONSTRUCTION COST**

### **6.1 DEFINITION**

**6.1.1** The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the Architect. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's

overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

**6.1.2** The Construction Cost does not include the compensation of the Architect and sub-consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the City as provided in Article 3.

## **6.2 RESPONSIBILITY FOR CONSTRUCTION COST**

**6.2.1** Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

**6.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Construction Contract.

**6.2.3** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the Architect to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

**6.2.4** If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or

renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost., or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit.

#### **ARTICLE 7: OWNERSHIP OF DOCUMENTS**

7.1 The Construction Documents and other documents prepared by the Architect for this Project are instruments of the Architect's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law.

The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Architect or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, or publication through the media. City shall have access to such documents as needed. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the City reserves the right to engage a new Architect to redraw such documents.

7.2 The City retains contractual rights to all design concepts developed by the Architect.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

#### **ARTICLE 8: ARBITRATION**

##### **8.1 FEE DISPUTES**

8.1.1 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 Architect. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Architect receives its copy of such decision, the Architect mails or otherwise furnishes 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 Architect 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 Architect shall proceed diligently with the performance of the 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 Architect are services entitled to additional compensation, the Architect agrees to notify the City prior to providing such services of the Architects 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 such services and failure to provide the City with such notice shall constitute a waiver of such claim.

## **8.2 NON-FEE DISPUTES**

**8.2.1** 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, shall 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. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Architect. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Architect shall be specifically enforceable under the prevailing arbitration law.

## **8.3 CONSENT TO ARBITRATION**

**8.3.1** In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Architect, which arises out of, from, or is connected with the construction of the Project, or the performance of the Architects under this Agreement, the Architect 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 Architect is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way

as to preclude the City from joining the Architect as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Architect is named as an additional party by the City, the Architect shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

**8.3.2** In order for the Architect 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 Architect 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.

**8.3.3** 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 Nevada Arbitration Association or the American 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.

**8.3.4** In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.

**8.3.5** The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

**8.3.6** 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.

#### **ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT**

##### **9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE**

**9.1.1** The City shall have the right to terminate this Agreement without cause or default on the part of the Architect and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Architect shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

##### **9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE**

**9.2.1** Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Architect hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due Architect, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Architect's performance of this Agreement exceeds the balance due the Architect, such excess shall be paid by the Architect to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Architect except for the reasonable value for the services performed to the date of termination.

**9.2.2** For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Architect:

- A. Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the Architect's assets;
- B. Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C. Make a general assignment for the benefit of creditors;

D. File a petition or answer seeking the reorganization of the Architect or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;

E. Suffer the levy or execution of any writ or warrant upon any property or an asset of the Architect which continues unvacated and in effect for a period of thirty (30) days; or

F. Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Architect pursuant to Section 10.11.

**9.2.3** In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the Architect, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the Architect to the City.

**9.2.4** The costs and expenses of completing the services of the Architect shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Architect shall pay the costs of such audit.

**9.2.5** The City reserves the right to offset any and all claims made by the Architect for payment of fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the Architect for failure to comply with any of the terms and conditions of this Agreement.

### **9.3 SUSPENSION BY THE CITY**

**9.3.1** If the Project is suspended, by the City, for more than 30 consecutive days, the Architect shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Architect's compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

### **9.4 ARCHITECT'S RIGHT OF TERMINATION**

**9.4.1** The Architect shall have the right to terminate this Agreement if the Project is abandon by the City for more than 90 days, or the City fails to make payment to the Architect for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Architect has given 30 days written notice to the City of the

failure to make such payment. In the event of termination as provided under this Section, the Architect shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

#### **ARTICLE 10: MISCELLANEOUS PROVISIONS**

##### **10.1 THE CITY'S PROJECT MANAGER**

10.1.1 The Architect shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

##### **10.2 THE CITY'S PROJECT REPRESENTATIVE**

10.2.1 The Architect shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

##### **10.3 ARCHITECT'S EMPLOYEES AND SUBCONSULTANTS**

10.3.1 The services required under this Agreement shall be performed the key employees, or by approved sub-consultants identified in Exhibit "D" (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Architect will, with City approval, replace such personnel. If the Architect fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Architect shall not substitute the key personnel or sub-consultants without (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

##### **10.4 STANDARDS OF PROFESSIONAL SERVICES**

10.4.1 The professional services to be rendered by the Architect under this Agreement shall conform to the following standards in effect at the time of the issuance of the building permit:

The Uniform Building Code, as published by the International Conference of Building Officials.

The National Electrical Code, as published by the National Fire Protection Association International.

The Uniform Plumbing Code, as published by the Western Plumbing Officials Conference.

The Heating, Ventilation, Air Conditioning Guide, as published by the American Society of Heating and Air Conditioning Engineers, and the Uniform Mechanical Code, as published by the International Conference of Building Officials.

The State of Nevada Industrial Commission codes of Safety Orders.

The regulations of the Division of Public Health Engineering, Nevada State Department of Health.

Municipal ordinances in effect at the Project Site.

Regulations of the City's Department of Fire Services, including without limitation the Uniform Fire Code and all ordinances of the City which pertain to fire safety.

Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, as amended to date.

All mandatory standards and policies relating to energy efficiency contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The requirements of the American's with Disabilities Act, Public Law 101-336.

All other applicable federal, state and local acts, laws, rules or regulations.

#### **10.5 CHANGES IN SCOPE OF THE PROJECT**

**10.5.1** The City's Project Manager may, at any time, issue written directions, which require additional work or which direct the omission of or variations in the work to be performed under this Agreement and within the general scope thereof. If any such direction results in a change in the amount or character of the work covered by the fee compensation provided for herein, an equitable adjustment in such compensation shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Architect for adjustment under this provision must be asserted by Architect in writing, as a fee dispute under the provision of Article 7 thirty (30) days after the date the Architect receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Architect is to be made.

## 10.6 INSURANCE

10.6.1 The Architect shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.

Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 Architect's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Architect's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the Architect's liability insurance shall not be less than:

Workmen's Compensation: Statutory.

Professional Liability Insurance: \$1,000,000.

Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required under 2, above, the insurance coverages required herein shall name the City as an additional insured party.

## 10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The Architect hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Architect and bona fide established commercial or selling agencies which are maintained by the Architect for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or upon its discretion to deduct from the contract price or consideration, or otherwise to recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**10.8 PATENT INDEMNITY**

10.8.1 Except as is otherwise provided in this Agreement, the Architect agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

**10.9 INDEPENDENT CONTRACTOR**

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Architect and any other Consultant, who is employed by the Architect hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Architect or any other consultant hired by the Architect's employee(s). The City shall not be considered a guarantor of such payments.

**10.10 SUCCESSORS AND ASSIGNS**

10.10.1 The City and the Architect each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Architect may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

**10.11 NOTICES**

**10.11.1** Any notice which is required or appropriate to be given under this Agreement shall be deemed delivered if the same is sent to the addresses hereinafter set forth. The deposit of any such notice in the United States Mail, postage prepaid, shall constitute delivery if addressed as follows:

CITY:

CITY OF LAS VEGAS  
Public Works  
Architectural Services  
400 East Stewart Avenue  
Las Vegas, NV 89101

ARCHITECT:

Attn: Thomas J. Schoeman, AIA  
J M A Architectural Studios  
10150 Covington Cross  
Las Vegas, NV 89144

**10.12 CONFIDENTIALITY**

**10.12.1** The Architect shall treat all information relating to the Project and all information supplied to the Architect as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

**10.13 INDEMNITY**

**10.13.1** Notwithstanding any of the insurance requirements required under Section 10.6, and not the Architect shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the acts or omissions, negligent or otherwise, of the Architect, its subcontractors, agents or anyone employed by the Architect, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

**10.13.2** As part of its obligation hereunder, the Architect shall, at its own expense, defend the Indemnitees, 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 act or omission, negligent or otherwise, of the Architect, its subcontractors or agents, for an against which the Architect is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause

a waiver of the obligation of indemnification set forth herein. If the Architect 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 Architect.

#### **10.14. ARCHITECT WARRANTIES**

**10.14.1** The Architect warrants that it has sufficient working capital to complete this agreement with funds as disbursed from the City to the Architect under the conditions of the agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this agreement; further the Architect warrants that he is properly and professionally licensed to perform the work herein and is authorized to do business in the State of Nevada.

**10.14.2** Consultant represents and 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.

**10.14.3** Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the agreement is dependent upon the Consultants 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 31 December 1999.

**10.14.4** Architect has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed

on the form attached hereto as Exhibit "F" of the principals, including partners, of the Architect, as well as all persons and entities holding more than one (1%) percent interest in the Architect or any principals of the Architect. If the Architect, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to Exhibit "F" the requirements of this Section shall be deemed satisfied. During the term of this agreement, the Architect shall notify the City of Las Vegas in writing of any material change in the above disclosure on Exhibit "F", within (15) days of such change.

#### **10.15 SUBCONTRACTS**

**10.15.1** The Architect agrees to include in all sub-contracts, in connection sub-consultants, the conditions imposed under this agreement, the following:

A provision that Architect agrees to pay the subcontractor when paid for that portion of the work by the City, that no liability arises on the part of the Architect to the sub contractor for payment of the subcontracted work until payment has been made by the City; and that if the City has paid the Architect for subcontracted work; then the subcontractor's only recourse is against the Architect, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the subcontractors have no more rights against the City than that of the Architect;

A provision that the subcontractor agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the subcontractor will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontractor work in an amount equal to that required of the Architect; and

A provision that the subcontractor agrees be bound by to the document, "General Conditions of the Contract for On-Site Construction," incorporated herein by this reference.

#### **10.16 AGREEMENT**

**10.16.1** This Agreement shall be governed by the laws of the State of Nevada.

**10.16.2** As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any

act or failure to act which occur after such date, not late than the date of the issuance of the final certificate for payment for the Project.

**10.16.3** The City and the Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the Architect each shall require similar waivers from their respective contractors, consultants and agents.

**10.16.4** The Architect acknowledges the City's requirement to incorporate the City's **General Conditions of the Contract for On-Site Construction**, incorporated herein by reference, into the contracts prepared for bidding on the project covered by this Agreement. The Architect further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

**10.16.5** This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

**10.16.6** This Agreement represents the entire and integrated agreement between the City and the Architect and supercedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the Architect and shall be in force and effect from and after the day on which the City gives notice to the Architect to begin the services required under this agreement.

10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST

  
Barbara Jo Ronemus, City Clerk

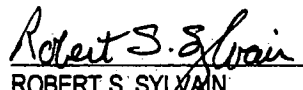
CITY OF LAS VEGAS

By   
Oscar Goodman, Mayor

ARCHITECT:

By    
Thomas J. Schoeman, Pres. JMA Architecture Studios

APPROVED AS TO FORM:

 7-17-00  
ROBERT S. SYLVAIN Date  
Deputy City Attorney

## CONTRACT EXHIBITS

(EXHIBITS LISTED BELOW, SHALL BE INCORPORATED INTO THE CONTRACT)

- **EXHIBIT "A" :** SCOPE OF WORK AND APPROVED SPACE PROGRAM  
SITE DIAGRAM
- **EXHIBIT "B" :** ARCHITECTS TIME SCHEDULE FOR PRODUCTION
- **EXHIBIT "C" :** ARCHITECTS HOURLY RATE SCHEDULE  
EMPLOYEES AND CONSULTANTS
- **EXHIBIT "D" :** ARCHITECTS PROJECT MANAGER  
KEY EMPLOYEES  
ARCHITECTS CONSULTANTS  
PROJECT MANAGERS  
KEY EMPLOYEES
- **EXHIBIT "E" :** REQUIRED DOCUMENT SUBMITTALS  
SCHEMATICS AND DESIGN DEVELOPMENT
- \* **EXHIBIT "F" :** DISCLOSURE OF PRINCIPALS

## **EXHIBIT "A"**

### **ELV COMMUNITY /SENIOR CENTER**

#### **SCOPE OF WORK /APPROVED SPACE PROGRAM:**

##### **GENERAL:**

##### **DESIGN CONSIDERATIONS**

- **UTILIZE A STRONG ENTRY CORNER IMAGE**
- **CREATE A CENTRAL COURT AND GATHERING SPACE TO THE MAIN BUILDING ENTRY**
  - \* **LANDSCAPING**
  - \* **VEGA SUNSCREENING OPTIONS**
  - \* **PAVING DESIGN AND COLOR OPTION**
  - \* **WALL DESIGN**
  - \* **BENCH AND REST SEATING**
- **CREATE A BUILDING STYLE THAT REFLECTS LAS VEGAS AND A SOUTHWEST IMAGE**
- **PREPARE FOR AND COORDINATE ALL SUBMITTALS REQUIRED FOR APPROVALS**
  - \* **PLANNING**
  - \* **COUNCIL APPROVAL**
  - \* **BUILDING & SAFETY**
- **TOTAL SITE LANDSCAPE DESIGN**
  - \* **COORDINATE ADJACENT PARKING LOT DESIGN AND BALLFIELD RELOCATION**
  - \* **LOCATE NEW RESTROOM AND CONFIRM LOCATION OF NEW EQUIPMENT**
  - \* **VERIFY DESIGN OF PLANTS AND IRRIGATION W/ CLV PARK MAINTENANCE**
- **SITE:**
  - \* **ORIENTATION**
  - \* **SITE FENCING DESIGN COMPATIBLE ACROSS SITE AND BUS YARD**
  - \* **CIVIL DESIGN / UTILITIES/ HANDICAP ACCESS / PARKING**
  - \* **SUN CONTROL AND EXPOSURE**
  - \* **CONSIDER PASSIVE ENERGY DESIGNS**
- **ENERGY DESIGN**
  - \* **VERIFY SELECTED EQUIPMENT AND METHODS WITH CLV**
- **SECURITY**
  - \* **REVIEW SITE FEATURES AND BUILDING DESIGN W/ CLV FOR SECURITY CRITERIA AND REQUIRED EQUIPMENT**

##### **APPROVED SPACE PROGRAM:**

- **(ATTACHED HEREIN)**

## JMA ARCHITECTURE STUDIOS

July 7, 2000

Mr. Richard Danielson, AIA  
Architectural Project Manager  
Department of Public Works  
Office of Architectural Services  
400 Stewart Ave.  
Las Vegas, NV 89101

Re: Fee Proposal  
East Las Vegas Neighborhood/Senior Center  
JMA Project No. 2000900.181

Dear Mr. Danielson:

In response to your request, JMA is pleased to provide this proposal for the proposed East Las Vegas Neighborhood/Senior Center located at the corner of Eastern Avenue and Stewart Avenue in the city of Las Vegas, Nevada.

The Budget for this project is \$6,500,000.00. During the Pre-Design Phase, an evaluation and cost estimate will be done to determine if the budget amount is adequate for the scope of the project.

Professional services for the proposed facility include: Architectural, Structural, Mechanical, Plumbing, Electrical, Civil, Landscape, Cost Estimating and Interior Design, (exclusive of furnishings).

JMA and consultants will perform work per our discussions, recent meetings, Exhibit A (facilities program), Exhibit E (deliverables) and the City of Las Vegas Professional Services Agreement.

Our proposed fee is \$606,650.00. The following is a breakdown of fee by phase:

|                             |   |     |     |              |
|-----------------------------|---|-----|-----|--------------|
| Pre-Design Phase            | - | 3%  | Fee | \$ 18,199.50 |
| Schematic Design Phase      | - | 14% | Fee | \$ 84,931.00 |
| Design Development Phase    | - | 20% | Fee | \$121,330.00 |
| Construction Document Phase | - | 38% | Fee | \$230,527.00 |
| Bid Document Phase          | - | 5%  | Fee | \$ 30,332.50 |
| Construction Administration | - | 20% | Fee | \$121,330.00 |
| TOTAL                       |   |     |     | \$606,650.00 |

Thomas J. Schoeman, AIA  
P r e s i d e n t

Edward A. Vance, AIA  
Rex B. Evans, AIA

**JMA ARCHITECTURE STUDIOS**

**Richard Danielson, AIA**  
East Las Vegas Neighborhood/Senior Center  
2000900.181  
Page 2

Reimbursable expenses, which are included in the above fee, include costs associated with plotting, printing, copying, postage, long distance phone charges, express delivery services, travel expenses, and fees for plan check/agency reviews. Reimbursable expenses for printing is estimated only to include Plan Review sets, it is understood, the City will pay for all Bid Sets. For budgeting purposes, costs for reimbursable expenses associated with this project should be as follows:

|                                    |                    |
|------------------------------------|--------------------|
| Pre-Design                         | \$ 500.00          |
| Schematic Design                   | \$ 1,000.00        |
| Design Development                 | \$ 2,500.00        |
| Construction Documents             | \$ 4,000.00        |
| Bid Documents                      | \$ 500.00          |
| <u>Construction Administration</u> | <u>\$ 2,500.00</u> |
| <b>TOTAL REIMBURSABLE BUDGET:</b>  | <b>\$11,000.00</b> |

The following is our breakdown by discipline of our fee structure:

|                                |                          |                     |
|--------------------------------|--------------------------|---------------------|
| • Project Management :         | JMA Architecture Studios | \$310,400.00        |
| • Architecture/Interior Design |                          |                     |
| • Structural Engineering:      | Wright Engineers         | \$ 35,700.00        |
| • Mechanical/Electrical Eng.:  | Harris Consulting Eng.   | \$ 59,650.00        |
| • Civil Engineering:           | Nevada by Design         | \$ 71,200.00        |
| • Landscape Architecture:      | Stantec Consulting       | \$ 46,200.00        |
| • Cost Estimating:             | ECM                      | \$ 19,500.00        |
| • Audio/Visual Design:         | Paoletti Association     | \$ 40,500.00        |
| • Food Service Design:         | Mace Murphy              | \$ 12,500.00        |
| • <u>Reimbursables</u>         |                          | <u>\$ 11,000.00</u> |
| <b>TOTAL</b>                   |                          | <b>\$606,650.00</b> |

Fees for the design services will be billed monthly on a percentage of completion of each of the above phases. If the above proposal is acceptable, please sign on the line provided below and return a signed copy to us. Once a fee is agreed upon, please forward a standard City of Las Vegas Public Works contract for signatures. Thank you for this opportunity to work with you.

Sincerely,

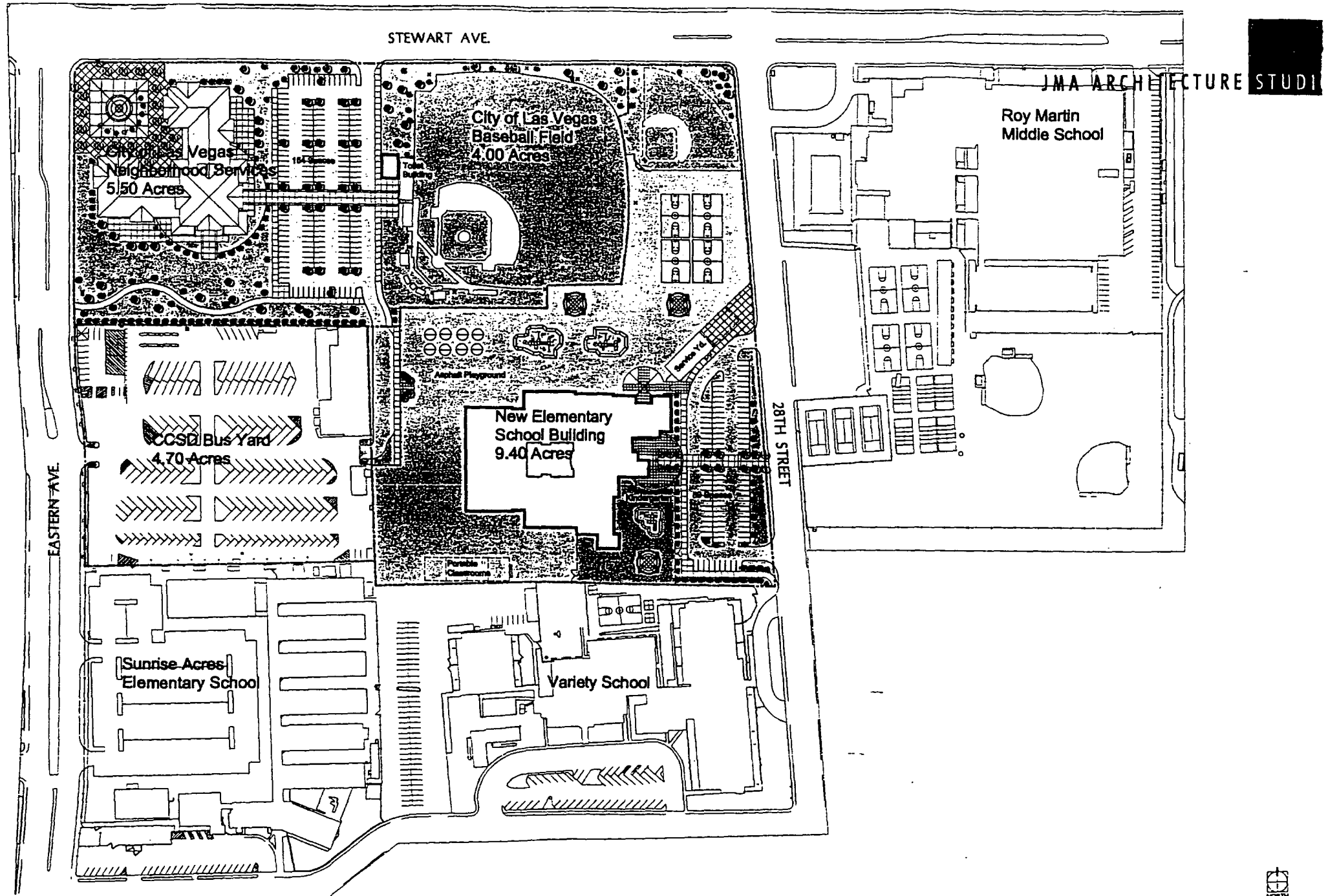


**Thomas J. Schoeman, AIA**  
President

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

cc: File



Sunrise Acres Elementary School Replacement  
Clark County School District

# EXHIBIT 'A'

## RECAP OF LEISURE SERVICES PROGRAM REQUEST ELV COMMUNITY-SENIOR CENTER MAY 3, 2000

| ACTIVITY                                                                                              | SIZE                  | TOTAL<br>SQUARE<br>FEET |
|-------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>COMMUNITY CENTER</b>                                                                               |                       |                         |
| <b>Ballroom</b>                                                                                       | 150' x 90' x 16' high | 13,500                  |
| <b>Ballroom Storage Area (two)</b>                                                                    | 10' x 30'             | 600                     |
| <b>Ceramic Studio</b>                                                                                 | 20' x 22'             | 440                     |
| Music Studio with sound system, soundproofed                                                          | 15' x 20'             | 300                     |
| Production booth, some glass to Music Studio and to hall                                              | 7' x 15'              | 105                     |
| Dance/Aerobics Studio w/ divider, built-in sound system, bars, mirrors                                | 35' x 50'             | 1,750                   |
| Resource Room with book and computer area                                                             | 25' x 30'             | 750                     |
| Pottery Studio with cement floor, built-in cabinets, shelves, work sink                               | 30' x 25'             | 750                     |
| Small Music Studios (two) sound-proofed                                                               | 7' x 9'               | 126                     |
| Fine Art Gallery with wood floor                                                                      | 30' x 20' x 11' high  | 600                     |
| <b>SENIOR CENTER</b>                                                                                  |                       |                         |
| <b>Large Multi-Purpose Room with soundproof divider</b>                                               | 35' x 50'             | 1,750                   |
| <b>Clean Classroom, tile floor</b>                                                                    | 30' x 25'             | 750                     |
| Small Reading Room                                                                                    | 14' x 18'             | 252                     |
| <b>SHARED AREA</b>                                                                                    |                       |                         |
| <b>Kitchen</b>                                                                                        | 25' x 30'             | 750                     |
| Meeting Room with small bar sink, undercounter refrigerator, storage for four 8' tables and 50 chairs | 25' x 20'             | 500                     |
| <b>ADMINISTRATIVE OFFICES</b>                                                                         |                       |                         |
| Senior Staff (3 people)                                                                               | 12' x 12'             | 432                     |
| Cultural Staff (3 people)                                                                             | 12' x 12'             | 432                     |
| Mexican Consulate                                                                                     | 12' x 12'             | 144                     |
| Neighborhood Outreach Office (2 people)                                                               | 12' x 12'             | 288                     |
| Conference Room                                                                                       | 12' x 24'             | 288                     |
| <b>Total Square Footage</b>                                                                           |                       | <b>25,567</b>           |

**Bold indicates priority item**

RECAP OF LEISURE SERVICES PROGRAM REQUEST  
ELV COMMUNITY-SENIOR CENTER  
MAY 3, 2000

ADDITIONAL SITE REQUESTS FROM LEISURE SERVICES

| ACTIVITY                                                                    | SIZE      | TOTAL<br>SQUARE<br>FEET |
|-----------------------------------------------------------------------------|-----------|-------------------------|
| Kiln Room w/cement floor<br>removed from main<br>facility                   | 10' x 16' | 160                     |
| Shuffleboard Courts (three)                                                 | 15' x 20' | 900                     |
| Shaded Courtyards with fixed<br>perimeter seating, water and<br>electricity | Unknown   |                         |
| Bandstand with Electricity,<br>surrounded with cement pad                   | Unknown   |                         |

OTHER LEISURE SERVICE REQUESTS WHICH COULD BE ELIMINATED:

| ACTIVITY                    | SIZE      | TOTAL<br>SQUARE<br>FEET |
|-----------------------------|-----------|-------------------------|
| Painting Studio             | 15' x 20' | 300                     |
| Loom Room                   | 16' x 22' | 352                     |
| <b>Total Square Footage</b> |           | <b>652</b>              |

**Bold indicates priority item**

## GENERAL USE AREA

ACTIVITY: BALLROOM

SIZE: 150' x 90' x 16' high

TOTAL SQUARE FEET: 13,500

SPACE USE: Special events, large dance classes, rentals

EQUIPMENT: Lighting Equipment

| Qty. | Description                                                                                                        | Unit Cost | Total  |
|------|--------------------------------------------------------------------------------------------------------------------|-----------|--------|
| 24   | SOURCE 4 PAR with Color frame, C-clamp<br>HPL 575 lamp, Safety cable, Lens Set, 3 pin stage connector,<br>Barndoor | 200       | 4,800  |
| 1    | ETC 24x2.4K sensor touring rack (Touring Dimmer)                                                                   |           | 9,330  |
| 1    | ETC Expression Lighting console with monitor                                                                       |           | 10,000 |
| 20   | 3' Twofer 3 pin stage connector                                                                                    | 100       | 2,000  |
| *1   | Truss box system 15' high x 40' wide                                                                               |           | 12,000 |

Audio Equipment

|    |                                                                                                                                                                                                                                                             |       |        |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 1  | MACKIE MCD 40x8 audio mixing console with 18" goose<br>neck light, 4 XLR 4pin/5wat bulb                                                                                                                                                                     |       | 7,500  |
| 1  | MACKIE SR40x8 power supply with ATA case                                                                                                                                                                                                                    |       | 1,000  |
| 1  | ANVIL custom locking case for audio console                                                                                                                                                                                                                 |       | 2,500  |
| 2  | RENKUS-HEINZ X14 Controller Analog with control card                                                                                                                                                                                                        | 1,500 | 3,000  |
| 2  | RENKUS-HEINZ LR-2A Sub-Woofer loud speakers with black<br>carpet, handles, Neutrik connectors, casters                                                                                                                                                      | 2,500 | 5,000  |
| 4  | RENKUS-HEINZ SR7 2way loud speakers with 15" woofer,<br>2" horn, black carpet, handles, Neutrik connectors, fly points                                                                                                                                      | 2,500 | 10,000 |
| 6  | RENKUS-HEINZ WRS 151 full range floor monitor speakers<br>with black carpet, handles, 1/4" phone connector                                                                                                                                                  | 700   | 4,200  |
| 3  | RENKUS-HEINZ L20 Limiter                                                                                                                                                                                                                                    | 300   | 900    |
| 1  | GOLDLINE LM27P5 Real Time Analyzer with rack mount                                                                                                                                                                                                          |       | 500    |
| 8  | QSC Powerlight 3.5 Amplifier/2x1550 watt @ 4 OHM                                                                                                                                                                                                            | 2,100 | 16,800 |
| 6  | YAMAHA Q2031B Dual 31 Band Graphic Equalizer                                                                                                                                                                                                                | 550   | 3,300  |
| 4  | YAMAHA SPX990 Multi-Effect Processor                                                                                                                                                                                                                        | 850   | 3,400  |
| 2  | BEHRINGER MDX2200 Expander/Gate/Compressor Limiter                                                                                                                                                                                                          | 250   | 500    |
| 2  | PERSONUS ACP88 Eight channel Compressor/Gate                                                                                                                                                                                                                | 750   | 1,500  |
| 2  | MARANTZ PMD350 CD/Cassette Combo                                                                                                                                                                                                                            | 750   | 1,500  |
| 1  | MARANTZ CDR-630 Compact Disk recorder                                                                                                                                                                                                                       |       | 800    |
| 2  | WHIRLWIND 24x8 audio snake 150', with ground lifts,<br>all connectors XLR                                                                                                                                                                                   | 2,500 | 5,000  |
| 8  | WHIRLWIND Direct box                                                                                                                                                                                                                                        | 70    | 560    |
| 1  | 24 space ANVIL rack (lockable) with handles                                                                                                                                                                                                                 |       | 850    |
| *1 | SHURE UHF wireless microphone package to include:<br>5 SHURE V240/58 UHF dual channel with SM58 (base station)<br>1 SHURE V2845 antenna/power distro system<br>1 SHURE VA830 active remote UHF antenna<br>10 SHURE WL184 super cardioid lavalier microphone |       | 18,000 |

|    |                                        |     |       |
|----|----------------------------------------|-----|-------|
|    | 10 SHURE V-1 UHF body pack transmitter |     |       |
|    | 1 8-space rack                         |     |       |
| 10 | SHURE SM58 microphones                 | 130 | 1,300 |
| 10 | SHURE SM57 microphones                 | 130 | 1,300 |
| 10 | Sennheiser E604 microphones            | 160 | 1,600 |
| 1  | WHIRLWIND Press Box PB6C 6-channel     |     | 400   |

Portable Stage (needed if small stage is not built in)

|    |                                               |       |        |
|----|-----------------------------------------------|-------|--------|
|    | <u>Stageright – portable stage riser</u>      |       |        |
| 20 | 4'x8'x16"-24" FR-23 Fold and Roll Stage riser | 1,150 | 23,000 |
| 6  | 1 Tread Budget Stairs                         | 110   | 660    |
|    | <u>Skirting for Risers</u>                    |       |        |
| 10 | 4'x16" Height Black Poly Twill                | 64    | 640    |
| 10 | 8'x16" Height Black Poly Twill                | 74    | 740    |
|    | <u>Chair Stop</u>                             |       |        |
| 10 | 8' Chair Stop                                 | 34    | 340    |
| 8  | 4' Chair Stop                                 | 31    | 310    |

RELATIONSHIPS: Adjacent to kitchen, directly off main entrance foyer.

SPECIAL FEATURES: Lighting on zoned dimmers, some covered floor electrical outlets, acoustical considerations, resilient floor, cushioned or suspended.

COMMENTS: Revenue producing

\* These lighting and sound items can be done without in a pinch (\$30,000).

**GENERAL USE AREA**

**ACTIVITY:** BALLROOM STORAGE AREA (two)

**SIZE:** 10' x 30'

**TOTAL SQUARE FEET:** 600

**SPACE USE:** Storage

**EQUIPMENT:**

**RELATIONSHIPS:** Not on same end wall as special lighting

**SPECIAL FEATURES:** 12' high double doors, inset overhead lighting

**COMMENTS:**

**GENERAL USE AREA**

**ACTIVITY:** CERAMIC STUDIO

**SIZE:** 20' x 22'

**TOTAL SQUARE FEET:** 440

**SPACE USE:** Slip casting, cleaning, glazing low-fire ceramics, high Senior use

**EQUIPMENT:** Multi-purpose Ceramics Table - \$400

**RELATIONSHIPS:** Adjacent to kiln room, on end near Senior area

**SPECIAL FEATURES:** Concrete floor, work (deep) sink in stainless steel topped counter, storage cabinets

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** MUSIC STUDIO (no sound system)

**SIZE:** 15' x 20'

**TOTAL SQUARE FEET:** 300

**SPACE USE:** Rehearsals, group music classes, rentals

**EQUIPMENT:**

**RELATIONSHIPS:** Adjacent to production booth away from ballroom and dance studio

**SPECIAL FEATURES:** Soundproof (doors must be soundproof as well as walls), conduit for running cable, soundproof window from production booth into studio, carpeted floor, no exterior windows

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** **PRODUCTION BOOTH**

**SIZE:** 7' x 15'

**TOTAL SQUARE FEET:** 105

**SPACE USE:** Production of CDs and tapes, classes, rentals

**EQUIPMENT:** (List to Follow)

**RELATIONSHIPS:** Adjacent to large music studio away from ballroom, dance studios and high traffic areas

**SPECIAL FEATURES:** Soundproof (doors must be soundproof as well as walls), conduit from booth to large music studio, carpeted floor, soundproof window to large music studio, no windows on exterior walls, small window in door from booth to hall

**COMMENTS:** Revenue producing

**GENERAL USE AREA****ACTIVITY:** DANCE/AEROBICS STUDIO**SIZE:** 35' x 50'**TOTAL SQUARE FEET:** 1,750**SPACE USE:** Dance classes, exercise classes, possible rental**EQUIPMENT:** Sound System

| <u>Qty.</u> | <u>Description</u>                                     | <u>Unit Cost</u> | <u>Total</u>   |
|-------------|--------------------------------------------------------|------------------|----------------|
| 1           | Cassette/CD Player<br>Marantz PMD 350                  |                  | 750            |
| 6           | 3 Way Passive Speaker / 12"<br>Alesis Monitor 2        | 300              | 1800           |
| 2           | 400 Watt x 40HM Amplifier<br>Mackie M 1200             | 600              | 1200           |
| 1           | 16 Space Rack, Shock Mount,<br>Removable Top, ASA Case |                  | 875            |
| 1           | Turntable with Cartridge, Technics 1200                |                  | 550            |
| 1           | AM/FM Tuner, Marantz                                   |                  | 600            |
| 1           | Misc. Cable Package, JCH                               |                  | 500            |
|             | <b>TOTAL:</b>                                          |                  | <b>\$6,275</b> |
|             | <b>SHIPPING:</b>                                       |                  | <b>120</b>     |
|             | <b>TOTAL:</b>                                          |                  | <b>\$6,395</b> |

**RELATIONSHIPS:** Active end of center away from music studios**SPECIAL FEATURES:** Room sound deadened, soundproof sliding room divider, flush mounted cabinet for storage of sound system (electrical outlets on same wall), dance bars, mirrors on two long walls, suspended hardwood floor, small foyer for coats, etc., hanging poles and shelves for shoes, bench**COMMENTS:** If cost saving is needed, portable bars can be purchased. Revenue producing

**GENERAL USE AREA****ACTIVITY:** **RESOURCE ROOM****SIZE:** 25' x 30'**TOTAL SQUARE FEET:** 750**SPACE USE:****EQUIPMENT:** Computer stations and connectivity  
Shelving for books**RELATIONSHIPS:****SPECIAL FEATURES:** Carpet**COMMENTS:** Non-revenue producing, serves community needs.

**GENERAL USE AREA****ACTIVITY:** POTTERY STUDIO**SIZE:** 30' x 25'**TOTAL SQUARE FEET:** 750**SPACE USE:** Hand building and wheel thrown pottery production classes, workshops**EQUIPMENT:**

| <u>Qty.</u> | <u>Description</u> | <u>Unit Cost</u> | <u>Total</u>  |
|-------------|--------------------|------------------|---------------|
| 8           | Pottery Wheels     | 950              | 7,600         |
| 1           | Clay Mixer         |                  | 4,000         |
| 1           | Ceramics Table     |                  | 400           |
|             | <b>TOTAL</b>       |                  | <b>12,000</b> |

**RELATIONSHIPS:** Adjacent to kiln room**SPECIAL FEATURES:** Cement floor with drain, deep work sink set in stainless steel topped counter (8' long), color corrected lighting, built-in storage cabinets upper and lower with counter top, open shelves above sink**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** **SMALL MUSIC STUDIO (two)**

**SIZE:** 7' x 9'

**TOTAL SQUARE FEET:** 126

**SPACE USE:** Private or semi-private music lessons, private practice, rental

**EQUIPMENT:** Studio piano, 2 Yamaha - \$3,650 Each

**RELATIONSHIPS:**

**SPECIAL FEATURES:** Soundproof including door with window to hall, carpeted, no windows on exterior walls

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** FINE ART GALLERY with wooden floor

**SIZE:** 30' x 25' x 11' high

**TOTAL SQUARE FEET:** 600

**SPACE USE:** Community and traveling exhibitions

**EQUIPMENT:** Halogen lighting, track lighting on individual dimmers, humidity control

**RELATIONSHIPS:** Away from pottery and ceramic studios, off main entry foyer

**SPECIAL FEATURES:** Wooden floor

**COMMENTS:** Non-revenue producing, serves community need

**GENERAL USE AREA**

**ACTIVITY:** PAINTING STUDIO

**SIZE:** 15' x 20'

**TOTAL SQUARE FEET:** 300

**SPACE USE:** Painting classes and workshops

**EQUIPMENT:** 20 Easels @ \$70 = \$1400

**RELATIONSHIPS:** Away from pottery and ceramic studios

**SPECIAL FEATURES:** North-facing windows with even color corrected light or no windows but with even color corrected light, asphalt tile floor, deep work sink in stainless steel topped counter, storage cupboards above and below sink

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** **LOOM ROOM**

**SIZE:** 16' x 22'

**TOTAL SQUARE FEET:** 352

**SPACE USE:** Floor loom weaving classes and workshops

**EQUIPMENT:** 12 Looms @ \$225 = \$2700

**RELATIONSHIPS:** Clean, quiet activity should be a sound buffer

**SPECIAL FEATURES:** Color corrected even lighting, asphalt floor

**COMMENTS:** Revenue producing

**RESERVED SENIOR AREA****ACTIVITY: LARGE MULTI-PURPOSE ROOM****SIZE: 35' x 50'****TOTAL SQUARE FEET: 1,750****SPACE USE:** Rentals, Senior Nutrition Program (Lunch Only),  
Movies, Large Card Groups, Guest Speakers,  
Special Events**EQUIPMENT:** Big Screen TV, Electronic Wall Bingo Board and Sound System  
**Sound System**

| <u>Qty.</u> | <u>Description</u>                                     | <u>Unit Cost</u> | <u>Total</u>   |
|-------------|--------------------------------------------------------|------------------|----------------|
| 1           | Cassette/CD Player<br>Marantz PMD 350                  |                  | 750            |
| 6           | 3 Way Passive Speaker / 12"<br>Alesis Monitor 2        | 300              | 1800           |
| 2           | 400 Watt x 40HM Amplifier<br>Mackie M 1200             | 600              | 1200           |
| 1           | 16 Space Rack, Shock Mount,<br>Removable Top, ASA Case |                  | 875            |
| 1           | Turntable with Cartridge, Technics 1200                |                  | 550            |
| 1           | AM/FM Tuner, Marantz                                   |                  | 600            |
| 1           | Misc. Cable Package, JCH                               |                  | 500            |
|             | <b>TOTAL:</b>                                          |                  | <b>\$6,275</b> |
|             | <b>SHIPPING:</b>                                       |                  | <b>120</b>     |
|             | <b>TOTAL:</b>                                          |                  | <b>\$6,395</b> |

**RELATIONSHIPS:** Adjacent to Kitchen**SPECIAL FEATURES:** Soundproof Wall Divider**COMMENTS:** Revenue producing

**RESERVED SENIOR AREA**

**ACTIVITY:** CLEAN CLASSROOM with tile floor

**SIZE:** 30' x 25'

**TOTAL SQUARE FEET:** 750

**SPACE USE:** Bridge, Sign Language, arts & crafts, creative writing,  
Porcelain doll making classes

**EQUIPMENT:** Locking cabinets for storage.

**RELATIONSHIPS:**

**SPECIAL FEATURES:** Small bar sink, Asphalt Tile Floor

**COMMENTS:** Non-revenue producing, serves community needs.

**RESERVED SENIOR AREA**

**ACTIVITY:** **SMALL READING ROOM**

**SIZE:** 14' x 18'

**TOTAL SQUARE FEET:** 252

**SPACE USE:** English, Spanish and Reading Classes

**EQUIPMENT:** Built-in Bookcases, with shelving for books.

**RELATIONSHIPS:** Quiet activity needs sound buffer

**SPECIAL FEATURES:** Carpet

**COMMENTS:** Non-revenue producing, serves community needs.

**GENERAL USE AREA**

**ACTIVITY:** KITCHEN

**SIZE:** 25' x 30'

**TOTAL SQUARE FEET:** 750

**SPACE USE:** Food preparation, Cooking classes

**EQUIPMENT:** Walk-In Refrigerator, Ice Maker, Walk-In Freezer, Dishwasher, Convection Oven, Convection Steamer, Hot Food Unit, Beverage Dispenser, Cold Pan Unit, Medium Temperature Under Counter Cabinet, Washer/Dryer

**RELATIONSHIPS:** Adjacent to Large Multi-purpose Room

**SPECIAL FEATURES:** Asphalt Tile Floor

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** MEETING ROOM

**SIZE:** 25' x 20'

**TOTAL SQUARE FEET:** 500

**SPACE USE:** Rentals, speakers, meetings, classes

**EQUIPMENT:** Small bar sink, under counter refrigerator  
Portable Sound System

| <u>Qty.</u> | <u>Description</u>                                                                                                                                                  | <u>Unit Cost</u> | <u>Total</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|
| 1           | JBL EON Power 15 Sound System<br>2 bi-amplified loudspeakers,<br>one 10 channel mixing console,<br>two EON E50S microphones and<br>all cables required for hook up. |                  | 1350         |
| 2           | ULTIMATE TS-80BT<br>Speaker stands / black finish                                                                                                                   | 125              | 250          |
|             | <b>TOTAL</b>                                                                                                                                                        |                  | <b>1600</b>  |

**RELATIONSHIPS:**

**SPECIAL FEATURES:** Storage for four 8' tables and 50 chairs

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** SENIOR STAFF OFFICE (three)

**SIZE:** 12' x 12'

**TOTAL SQUARE FEET:** 432

**SPACE USE:**

**EQUIPMENT:**

**RELATIONSHIPS:** Accessible from main entry on hall

**SPECIAL FEATURES:** Carpet, window to interior for visibility.

**COMMENTS:**

**GENERAL USE AREA****ACTIVITY:** CULTURAL STAFF OFFICE (three)**SIZE:** 12' x 12'**TOTAL SQUARE FEET:** 432**SPACE USE:****EQUIPMENT:****RELATIONSHIPS:** Easily accessible**SPECIAL FEATURES:** Carpet, glass to interior**COMMENTS:**

**GENERAL USE AREA****ACTIVITY: MEXICAN CONSULATE OFFICE****SIZE: 12' x 12'****TOTAL SQUARE FEET: 144****SPACE USE:****EQUIPMENT:****RELATIONSHIPS:****SPECIAL FEATURES:****COMMENTS:**

**GENERAL USE AREA**

**ACTIVITY:** NEIGHBORHOOD OUTREACH OFFICE (two)

**SIZE:** 12' x 12'

**TOTAL SQUARE FEET:** 288

**SPACE USE:**

**EQUIPMENT:**

**RELATIONSHIPS:**

**SPECIAL FEATURES:**

**COMMENTS:**

**GENERAL USE AREA**

**ACTIVITY:** CONFERENCE ROOM

**SIZE:** 12' x 24'

**TOTAL SQUARE FEET:** 288

**SPACE USE:** Meetings, very small classes

**EQUIPMENT:** Built-in cabinets

**RELATIONSHIPS:**

**SPECIAL FEATURES:** Hard surface floor

**COMMENTS:**

**GENERAL USE AREA****ACTIVITY:** KILN ROOM**SIZE:** 10' x 16'**TOTAL SQUARE FEET:** 160**SPACE USE:** Firing ceramics/pottery**EQUIPMENT:**

| <u>Qty.</u> | <u>Description</u>                            | <u>Unit Cost</u> | <u>Total</u>  |
|-------------|-----------------------------------------------|------------------|---------------|
| 2           | Evenheat Kiln, HF 2327<br>High Fire, Electric | \$2000           | \$4000        |
| 1           | Evenheat Kiln TNB 1413<br>Low Fire, Electric  |                  | 1000          |
|             | <b>TOTAL</b>                                  |                  | <b>\$5000</b> |

**RELATIONSHIPS:** Outside wall**SPECIAL FEATURES:** Vent Fans to outside, concrete floor**COMMENTS:** Possible revenue producer

**GENERAL USE AREA**

**ACTIVITY:** SHUFFLEBOARD COURTS (three)

**SIZE:** 15' x 20'

**TOTAL SQUARE FEET:** 900

**SPACE USE:**

**EQUIPMENT:**

**RELATIONSHIPS:**

**SPECIAL FEATURES:**

**COMMENTS:**

**In an effort to save money  
please eliminate.**

**GENERAL USE AREA**

**ACTIVITY:** **SHADED COURTYARDS**

**SIZE:** Unknown

**TOTAL SQUARE FEET:** Unknown

**SPACE USE:** Rentals, special events

**EQUIPMENT:** Fixed perimeter seating

**RELATIONSHIPS:**

**SPECIAL FEATURES:** Electricity, Water Fountain

**COMMENTS:** Revenue producing

**GENERAL USE AREA**

**ACTIVITY:** **BANDSTAND**

**SIZE:** 30' in diameter

**TOTAL SQUARE FEET:**

**SPACE USE:** Outdoor concerts and celebrations, rentals

**EQUIPMENT:**

**RELATIONSHIPS:** Set in open area, perimeter shade, picturesque setting with some pavement to allow table set up, dancing, (a gathering place) situated to allow for specific designation for private party rental

**SPECIAL FEATURES:** Set on 80' in diameter pad, general overhead lighting, two zones – central and perimeter on dimmers, mic outlets, electrical outlets on two sides, roof, open sides circular or hexagonal, cement, teak or composition floor 30" high with broad shallow concrete steps all around

**COMMENTS:** High revenue potential

## **EXHIBIT "B"**

### **EAST LAS VEGAS NEIGHBORHOOD/SENIOR CENTER**

#### **PROPOSED SCHEDULE :**

|                                                       |                   |                         |
|-------------------------------------------------------|-------------------|-------------------------|
| <b>COUNCIL AUTHORIZATION<br/>OF CONTRACT WITH JMA</b> |                   | <b>JULY 19, 2000</b>    |
| <b>PRE-DESIGN SUBMITTAL</b>                           | <b>(3 WEEKS)</b>  | <b>AUGUST 9, 2000</b>   |
| <b>CITY REVIEW</b>                                    | <b>(1 WEEK)</b>   | <b>AUGUST 16, 2000</b>  |
| <b>SCHEMATIC DESIGN SUBMITTAL</b>                     | <b>(8 WEEKS)</b>  | <b>OCTOBER 11, 2000</b> |
| <b>CITY REVIEW</b>                                    | <b>(1 WEEK)</b>   | <b>OCTOBER 18, 2000</b> |
| <b>DESIGN DEVELOPMENT SUBMITTAL</b>                   | <b>(6 WEEKS)</b>  | <b>NOV. 29, 2000</b>    |
| <b>CITY REVIEW</b>                                    | <b>(1 WEEK)</b>   | <b>DECEMBER 6, 2000</b> |
| <b>CONTRACT DOCUMENTS</b>                             | <b>(19 WEEKS)</b> | <b>APRIL 18, 2001</b>   |
| <b>CITY REVIEW</b>                                    | <b>(1 WEEK)</b>   | <b>APRIL 25, 2001</b>   |

**EXHIBIT "C":**

**ARCHITECT'S HOURLY RATE  
SCHEDULE**

**EMPLOYEES AND CONSULTANTS**

## HOURLY RATE SCHEDULE JMA ARCHITECTURE STUDIOS

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|                       |           |
|-----------------------|-----------|
| President             | \$ 175.00 |
| Senior Vice-President | \$ 150.00 |
| Vice-President        | \$ 125.00 |
| Associate             | \$ 100.00 |
| Project Manager       | \$ 85.00  |

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|                |          |                              |          |
|----------------|----------|------------------------------|----------|
| Architect VIII | \$ 85.00 | Senior Job Captain           | \$ 85.00 |
| Architect VII  | \$ 80.00 | Job Captain                  | \$ 75.00 |
| Architect VI   | \$ 75.00 |                              |          |
| Architect V    | \$ 65.00 | Senior Architectural Drafter | \$ 65.00 |
| Architect IV   | \$ 55.00 | Architectural Drafter III    | \$ 55.00 |
| Architect III  | \$ 50.00 | Architectural Drafter II     | \$ 40.00 |
| Architect II   | \$ 45.00 | Architectural Drafter I      | \$ 35.00 |
| Architect I    | \$ 35.00 |                              |          |

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|                       |          |                         |          |
|-----------------------|----------|-------------------------|----------|
| Designer              | \$ 75.00 | Interior Design Manager | \$ 85.00 |
| Intermediate Designer | \$ 60.00 | Interior Designer V     | \$ 75.00 |
| Junior Designer       | \$ 50.00 | Interior Designer IV    | \$ 70.00 |
|                       |          | Interior Designer III   | \$ 60.00 |
|                       |          | Interior Designer II    | \$ 50.00 |
|                       |          | Interior Designer I     | \$ 40.00 |

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|                                           |          |
|-------------------------------------------|----------|
| Contract Administrator                    | \$ 85.00 |
| Contract Administrator Support            | \$ 55.00 |
| Contract Administrator Clerical Assistant | \$ 35.00 |

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|                       |          |
|-----------------------|----------|
| Project Administrator | \$ 45.00 |
|-----------------------|----------|

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# **Nevada By Design**

## **Engineering Consultants**

### **HOURLY FEE SCHEDULE**

| <b><u>JOB TITLE</u></b>  | <b><u>RATE PER HOUR</u></b> |
|--------------------------|-----------------------------|
| Principal Engineer ----- | \$ 125.00                   |
| Project Manager -----    | \$ 100.00                   |
| Project Engineer -----   | \$ 85.00                    |
| Engineering Intern ----- | \$ 65.00                    |
| Senior Designer -----    | \$ 65.00                    |
| CADD Technician -----    | \$ 50.00                    |
| Jr. CADD Drafter -----   | \$ 45.00                    |
| Clerical -----           | \$ 35.00                    |

**JMA Architecture Studios**

East Las Vegas Community/Senior Center

June 26, 2000

Page 3

**STANDARD TERMS AND CONDITIONS****Performance**

Wright Structural Engineers, Inc. (WSE) and its employees will provide structural engineering services exercising the standard of professional care and completeness normally exercised under similar circumstances by reputable structural engineers in this or similar localities. Said services will be in compliance with the laws, regulations, codes, ordinances and orders that, in the professional opinion of WSE, are applicable to the Project and in force at the time of its design. No warranties, expressed or implied, are made with respect to WSE's performance, unless agreed to in writing. WSE is not a guarantor of the Project to which its services are directed, and its responsibility is limited to services performed for Client. WSE is not responsible for acts or omissions of Client, nor for third parties not under WSE's direct control. WSE shall not be liable for any reason for any special, indirect or consequential damages including loss of use or loss of profit. WSE may rely upon information supplied by Client, or upon contractors or other consultants involved, or upon information available from generally accepted reputable sources, without independent verification.

WSE shall not have control over nor charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or safety programs in connection with the Project. WSE shall not be responsible for the contractor's schedules or failure to carry out the Project in accordance with contract documents. WSE shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other non-WSE persons providing services or performing work on the Project.

Unless otherwise agreed upon in writing, WSE's structural engineering services shall be limited to the primary structural system, and shall exclude stairs and their components, handrails, curtain and window walls, prefabricated items, anchorage of and platforms for mechanical equipment, architectural elements, and all other elements not part of the primary structural system.

These Standard Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of WSE's employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WSE shall agree in writing.

**Use of Calculations, Drawings, Reports, Etc.**

WSE retains ownership of letters, reports, calculations, drawings, specifications, sketches, notes, and other instruments of service. Client shall not reuse or make any modification to any of the aforementioned instruments of service without written consent of WSE. Client agrees, to the fullest extent permitted by law, to indemnify and hold WSE harmless from any claim, liability or cost arising out of the unauthorized reuse or modification of these instruments of service by Client or by any person or entity that acquires plans, specifications or drawings from or through Client without the express written consent of WSE.

**Additional Services**

Additional services are services beyond the "scope of services" as described in the accompanying letter of proposal. Unless agreed upon in writing, attendance at Express Plancheck is an additional service. Structural observation is offered as an additional service on a time and expense basis. The purpose of structural observation shall be to observe or review construction for general conformance with the intent of the structural contract documents. Structural observation does not constitute an inspection and does not replace required inspections.

**Time Charges**

Hourly rates will be increased 33% for specifically requested overtime. WSE's current hourly rate schedule is as follows:

| CLASSIFICATION         | HOURLY RATE |
|------------------------|-------------|
| Principal              | \$135.00    |
| Senior project manager | \$100.00    |
| Project manager        | \$80.00     |
| Senior CAD Technician  | \$70.00     |
| CAD Technician         | \$60.00     |
| Administrative         | \$40.00     |

**Expenses**

Travel expense; communications; postage and express mail expense; administration of sub-consultants; reproduction and shipping charges; expended materials for drawings, calculations and reports; delivery and courier charges shall be billed at cost plus 15%. Company or personal cars: \$0.45/mi.

Travel time is a reimbursable expense and will be billed at standard hourly rates. In-house printing expense will be billed at the following rates:

| CATEGORY                  | LETTER | 11x17  | 18x24  | 24x36   | 30x42   |
|---------------------------|--------|--------|--------|---------|---------|
| Blueprint                 | —      | —      | \$0.45 | \$0.60  | \$0.75  |
| Digital Print - Bond      | —      | \$1.50 | \$2.25 | \$3.50  | \$5.00  |
| Digital Print - Transbond | —      | \$1.50 | \$3.00 | \$5.00  | \$7.00  |
| Digital Print - Vellum    | —      | \$2.75 | \$4.00 | \$7.50  | \$12.00 |
| Digital Print - Mylar     | —      | \$5.00 | \$7.00 | \$12.00 | \$20.00 |
| Photocopy                 | \$0.05 | —      | —      | —       | —       |

**Billing Terms**

Client engaging WSE is responsible for payment of charges, unless other arrangements are agreed to in writing. Accumulated charges for services performed on an hourly basis will be billed at the completion of the project or in approximately monthly intervals. Payment in full is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge of 1 1/4% per month.

**Abandonment**

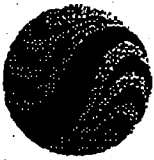
In the event all or any portion of the Project is suspended, abandoned, or terminated, Client shall pay WSE for services rendered and for documents prepared, or partially prepared on a time and expense basis in accordance with the rate schedules contained herein, total amount not to exceed the maximum contract amount.

**Client Indemnity of WSE**

Client waives any claim against WSE, and agrees to defend, indemnify and hold WSE harmless from any claim or liability for injury or loss including all attorney's fees and defense costs, arising or allegedly arising from or in any way connected with WSE's services under these Standard Terms and Conditions, except to the extent that such claim or liability is caused by the sole negligence of WSE.

**Limitation of Liability**

In recognition of the relative risks and benefits of the project to both Client and WSE, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WSE for Client's damages to not more than three times WSE's fee for services as set forth in the accompanying letter of proposal. This limitation shall apply regardless of cause of action or legal theory pled or asserted.


**Stantec**

# **STANTEC CONSULTING INC. - Las Vegas Office** **STANDARD FEE SCHEDULE**

February 26, 2000

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Inc.

Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation. Overtime and weekend work will be charged at time and one-half.

| <b>Professional</b>                                             | <b>Billing Level</b> | <b>Rate/Hour</b>                  |
|-----------------------------------------------------------------|----------------------|-----------------------------------|
| Senior Consultants                                              | Principal 1-5        | \$135.00 - \$182.00               |
| Senior Associate                                                | Professional 7 & 8   | \$113.00 - \$124.00               |
| Project Manager/Senior Engineer/Geologist/Landscape Architect   | Professional 5 & 6   | \$95.00 - \$104.00                |
| Registered Engineer/Landscape Architect/Land Surveyor/Geologist | Professional 3 & 4   | \$77.00 - \$85.00                 |
| Engineer/Geologist/Planner/Landscape Architect                  | Professional 1 & 2   | \$62.00 - \$70.00                 |
| Expert Witness                                                  |                      | \$150.00 - \$200.00               |
| <b>Technical</b>                                                |                      |                                   |
| Senior Design/Inspector                                         | Technologist 1-5     | \$77.00 - \$113.00                |
| Designer/Inspector                                              | Technician 1-4       | \$50.00 - \$70.00                 |
| Staff Designer/Technician                                       | Technician 1-4       | \$50.00 - \$70.00                 |
| Draftsman                                                       | Technician 1-4       | \$50.00 - \$70.00                 |
| Survey Crew Member                                              | Technician 1-4       | \$50.00 - \$70.00                 |
| Two-Person Survey Crew                                          |                      | \$150.00                          |
| Three-Person Survey Crew                                        |                      | \$190.00                          |
| <b>Office</b>                                                   |                      |                                   |
| Clerical/Word Processor                                         | Technician 1-4       | \$50.00 - \$70.00                 |
| Computer                                                        |                      | \$10.00/hour                      |
| Total Station - Electronic Measuring                            |                      | \$10.00/hour                      |
| Mileage                                                         |                      | \$.75/mile or<br>\$3.00/hour min. |
| Level "C" Protective Equipment                                  |                      | \$15.00 for one man               |
| Safety Instrumentation                                          |                      | \$15.00/hour                      |
| Per Diem                                                        |                      | Expenses                          |
| Supplies                                                        |                      | Cost + 10%                        |
| Outside Services                                                |                      | Cost + 10%                        |
| GPS Receivers                                                   |                      | \$200.00 unit/day                 |

Computer and computer aided design will be charged at a special rate.

This fee schedule contains confidential business information and is not to be reproduced or distributed for any purpose other than originally intended.

**HARRIS CONSULTING ENGINEERS  
MECHANICAL/ELECTRICAL CONSULTANTS****HOURLY RATE SCHEDULE****January 1, 2000**

|                                |              |
|--------------------------------|--------------|
| Principal Engineer             | \$140.00/hr. |
| Project Manager                | 105.00/hr.   |
| Engineer IV                    | 95.00/hr.    |
| Engineer III                   | 85.00/hr.    |
| Engineer II                    | 75.00/hr.    |
| Engineer I                     | 65.00/hr.    |
| Designer IV                    | 85.00/hr.    |
| Designer III                   | 75.00/hr.    |
| Designer II                    | 65.00/hr.    |
| Designer I                     | 55.00/hr.    |
| CAD Drafter III                | 65.00/hr.    |
| CAD Drafter II                 | 55.00/hr.    |
| CAD Drafter I                  | 45.00/hr.    |
| Construction Administrator IV  | 85.00/hr.    |
| Construction Administrator III | 65.00/hr.    |
| Construction Administrator II  | 55.00/hr.    |
| Construction Administrator I   | 45.00/hr.    |
| Administrative                 | 65.00/hr.    |
| Word Processor                 | 55.00/hr.    |
| Clerical                       | 45.00/hr.    |

\* These rates in effect through 12/31/00.

# Terracon

## GEOTECHNICAL FEE SCHEDULE

### LAS VEGAS

#### PROFESSIONAL SERVICES

##### Hourly Rate

|                                                                 |                      |
|-----------------------------------------------------------------|----------------------|
| Principal Engineer/Geologist.....                               | \$150                |
| Senior Engineer/Geologist.....                                  | 110                  |
| Project Engineer/Geologist.....                                 | 90                   |
| Project Manager.....                                            | 80                   |
| Staff Engineer/Geologist.....                                   | 65                   |
| Technician.....                                                 | 52                   |
| Draftsperson.....                                               | 45                   |
| Clerical.....                                                   | 40                   |
| Special Consultation, Expert Testimony, & Court Appearance..... | Quotation on Request |

#### FIELD INVESTIGATION

|                                                                                                                                                                                                           |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Drilling services or backhoe.....                                                                                                                                                                         | \$175.00/hour     |
| Drill bits and/or media, special sampling and/or monitoring equipment,<br>air compressor, water truck, equipment for site access, special safety<br>equipment, or other auxiliary equipment provided..... | Cost + 20 percent |

#### LABORATORY TESTING OF SOIL AND ROCK

| <u>Unit Price</u>                                       | <u>Unit Price</u> |
|---------------------------------------------------------|-------------------|
| Sand Equivalent (ASTM D2419) 3 trials.....              | \$71              |
| Sieve Analysis                                          |                   |
| a. 3-inch thru No. 200 sieves (ASTM C136 & C117).....   | 100               |
| b. Percent passing No. 200 sieve only (ASTM D1140)..... | 34                |
| Specific Gravity, (ASTM D854).....                      | 73                |
| Liquid Plastic Limit (ASTM D4318).....                  | 81                |
| Moisture-Density Determination                          |                   |
| ASTM D698 (Standard).....                               | 120               |
| ASTM D1557 (Modified).....                              | 130               |
| One Point Check.....                                    | 70                |
| Relative Density (ASTM D4253 & D4254).....              | \$400             |
| Moisture Content (ASTM D2216).....                      | 11                |
| R-Value (ASTM D2844).....                               | 235               |
| Permeability (ASTM D2434).....                          | 173               |
| Sodium and Sulfate Content.....                         | 52                |
| Direct Shear per point:                                 |                   |
| Unconsolidated-Undrained.....                           | 30                |
| One-Dimensional Consolidation.....                      | 65                |
| Expansion Test.....                                     | 58                |
| Solubility Test.....                                    | 63                |

#### DIRECT CHARGES

|                                                                                                                                          |                                   |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Per Diem and Lodging, out of town project.....                                                                                           | \$25/day + lodging                |
| Automobile or Pick-up, out of town project.....                                                                                          | \$0.42/mile or \$135/week minimum |
| 4-Wheel Drive Vehicle, out of town project.....                                                                                          | \$0.65/mile or \$200/week minimum |
| All other direct project expenses, i.e. special equipment rental,<br>commercial travel, bulk reproduction, protective clothing, etc..... | Cost + 15%                        |
| Provide on-site field laboratory facilities and test equipment.....                                                                      | Quotation on Request              |

RATES OR TESTS NOT LISTED ABOVE..... Available on Request  
 CONSTRUCTION MATERIALS AND ENVIRONMENTAL ENGINEERING SERVICES..... Fee Schedule Available on Request

**ECM ASSOCIATES, INC.  
CONSTRUCTION CONSULTANTS  
SAN DIEGO, CALIFORNIA**

**ESTIMATING  
FEE SCHEDULE**

**JANUARY 1, 2000**

**HOURLY RATES**

|                                                   |            |
|---------------------------------------------------|------------|
| Principal (Facilities)                            | \$ 100.00  |
| Chief Estimator                                   | 75.00      |
| Assistant Chief Estimator (Supervision/Advisory): |            |
| Assistant Chief Mechanical                        | 55.00      |
| Assistant Chief Electrical                        | 55.00      |
| Project Estimator/Manager                         | 55.00      |
| Senior Estimator:                                 |            |
| Senior Civil Estimator                            | 55.00      |
| Senior Architectural Estimator                    | 65.00      |
| Senior Structural Estimator                       | 55.00      |
| Senior Mechanical Estimator                       | 55.00      |
| Senior Electrical Estimator                       | 55.00      |
| Computer Drafting Services                        | 20.00/page |
| Data Entry                                        | 35.00      |
| Clerical                                          | 35.00      |

**OTHER COSTS**

Reimbursables (travel, reproduction,  
messenger service, mileage @ \$0.28/mile,  
per diem, etc.)

Cost plus 15%

## **Hourly Rate Schedule**

### **MACE MURPHY DESIGN GROUP**

**PROFESSIONAL SERVICES :**

**\$65.00/HR.**

Firm: J.M.A.

Attn: Mark

Fax#: (702)731-2039

Date: June 30, 2000

From: Juno King

Pages: 4  
(incl. this page)



TECHNOLOGY CONSULTANTS IN  
TELECOMMUNICATIONS, AUDIOVISUAL & ACOUSTICS

649 Mission Street, 5<sup>th</sup> Floor  
San Francisco, CA 94105

Tel: 415-391-7610 Fax: 415-391-0171

[www.smwinc.com](http://www.smwinc.com)

Also Sent by: ☐ Mail ☐ Overnight ☐ Messenger ☒ Fax Only ☐ E-Mail

Re: **Schedule of Fees, Terms and Conditions**

SM&W#

## **SCHEDULE OF FEES, TERMS AND CONDITIONS**

### **Consulting Rates**

The following is our standard schedule of hourly consulting rates. Our estimated fees are based on the number of hours anticipated to do the work. Unless otherwise agreed upon, these rates apply for Additional Services and Contingent Additional Services:

|                       |                     |
|-----------------------|---------------------|
| Principal Consultants | \$195/hr. - 225/hr. |
| Senior Associates     | \$172/hr.           |
| Associates            | \$145/hr.           |
| Staff Consultants     | \$110/hr.           |
| CADD Support          | \$92/hr.            |
| Technical Support     | \$75/hr.            |

### **Reimbursable Expenses**

Reimbursable expenses are in addition to our consulting fees for basic and additional services and include expenses incurred in the interest of the project, including: travel, subsistence associated with travel, long distance telephone, telegrams, fax copies, photocopies, reproductions, shipping, handling, measurement instrumentation, and computer analysis. Unless otherwise stated, these are subject to a 15% handling charge.

### **Invoices and Payments**

Invoices for technical consulting and reimbursable expenses are rendered monthly for work performed during that period. For fixed fee projects, we may invoice on the basis of the percent of work performed during that monthly period. Payment for each invoice is due within thirty days. A 2% per month late charge accrued on amounts overdue, will be applied to all overdue accounts. Failure to make payments in accordance with this schedule shall be considered substantial nonperformance and cause for termination of our services.

### **Fee Proposal Estimates**

Estimates and fees described in proposals reflect anticipated increases in consulting rates resulting from expected increases in salaries and inflation and are tied to the project schedule, unless otherwise stated. Estimates and fees described in proposals are valid for a period of thirty days. After thirty days these cost figures may be reviewed and revised.

Estimates assume that work proceeds in a straightforward manner without significant redesign, scope or schedule changes, any of which will warrant a renegotiation of fees.

Estimates assume that drawings and specifications are produced in E-size reproducible drawings and CSI-format specifications, delivered to our client for copying and distribution. Deviations from this procedure, or requests for reformatting after issuance, will warrant additional fees.

### **Project Schedule**

As specialty consultants, the magnitude of our scope of services and their related fees are usually relatively small compared to other members of the design team. As a result, our proposed level of effort and related fees are very sensitive to changes in the project schedule. Since such extensions of time inevitably require additional time and input on our part, we carefully monitor each of our projects and notify our clients of any unforeseen changes in work scope or schedule. If the basic services covered in the authorized proposal have not been completed within the date indicated therein, through no fault of our own, extension of our services beyond that time shall be compensated on a time and material basis and any maximum cost provision shall be considered expired.

**EXHIBIT "D"**

**DESIGN TEAM LIST**

**ELV – Neighborhood/Senior Center**

**Architect**

JMA Architecture Studios  
Tom Schoeman / Mark Petsch  
10150 Covington Cross Drive  
Las Vegas, NV 89144  
731-2033 office  
731-2039 fax

**Civil Engineer**

Nevada By Design  
Michael O. Pullen / Kent Anderson  
4292 Maryland Parkway  
Las Vegas, NV 89109  
938-1525 office  
938-1350 fax

**Structural Engineering**

Wright Engineers  
L. Brent Wright, P.E.  
7310 Smoke Ranch Road, Suite P  
Las Vegas, NV 89128  
233-6400 office  
233-1164 fax

**Cost Estimator**

Estimating, Claims & Mgt. Consultant  
Raymond J. Murphy/Sean Fennell  
830 S. Boulder Highway  
Henderson, NV 89015  
558-5275 office  
558-5276 fax

**Landscape Design**

Stantec Consulting, Inc.  
Cary Baird  
1100 Grier Drive  
Las Vegas, NV 89119  
361-9050 office  
361-0659 fax

**Mechanical/Electrical**

Harris Consulting Engineers  
Tom Harris/Jim Heal  
770 Pilot Road, Suite I  
Las Vegas, NV 89119  
269-1575 office  
269-1574 fax

**Audio/Visual (AV) Design**

Paoletti Association, Inc.  
Dennis Paoletti  
649 Mission Street, 5<sup>th</sup> Floor  
San Francisco, CA 94105  
(415) 391-7610 office  
(415) 391-0171 fax

**Food Service Design**

Mace Murphy Design Group  
Dan Murphy/Pat Murphy  
4095 Dustin Avenue  
Las Vegas, NV 89120  
454-0443 office  
435-9611 fax  
497-0660 cell

**Geotechnical Engineering**

Terracon  
Mark Owens  
4343 S. Polaris Avenue  
Las Vegas, NV 89103  
597-9393 office  
597-9009 fax

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

**PHASE 1 - PRE-DESIGN PHASE SERVICES**

1. Program Report
2. Conceptual Designs
3. Preliminary estimate of the cost of the Work

**PHASE 2 - SITE ANALYSIS SERVICES**

1. Boundary Survey
2. Topographical Survey
3. Flood Study Report
4. Soils Study Report
5. Revised Cost Estimate

**PHASE 3 - SCHEMATIC DESIGN SERVICES**

**Drawings and Format:** Blueline prints, 24" x 36" or 30" x 42" sheets, titled, numbered, dated, and in the order listed on the Cover Sheet.

**Cover Sheet** - Include the following information:

1. Project title/Phase of submittal.
2. Owner identification.
3. Sheet Index, including all sheets submitted and in their proper order.

**Site Plan(s)**

1. Largest practical scale.
2. Indicate building outlines, offsets, overhangs, entrances, etc.
3. Indicate area uses and known structures such as fences, walls, poles, lighting, etc.
4. Indicate area surface treatments such as planters, grass areas, undeveloped areas, walks, drives, ramps, steps, etc.
5. Graphically illustrate landscape areas.
6. Include typical, minimum, maximum, clearance, setback, overall, and other dimensions as appropriate.

**Floor Plan(s)**

1. 1/8" = 1'-0" minimum scale, larger if practical. Use match lines if necessary.
2. Include, as a minimum, graphic symbols for:
  - a. Wall, window, and door types.
  - b. Floor offsets, slopes, and finish materials.
  - c. Built-in cabinetry, fixtures, and equipment.
  - d. Toilet room fixtures.
  - e. Suggested furniture layouts that support the programmed functions and occupancies.
3. Room titles and size (use 0'-0" x 0'-0" format where practical and total square footage note for all other rooms).
4. Include overall building dimensions, user flow clearances (corridor and isle widths, ADA required clearances, etc.), typical dimensions for repetitive areas/items, and areas/items designed to minimum clearances.

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

**Reflected Ceiling Plan(s)** (If clear indications cannot be made on the Floor Plan or in schedules/descriptions)

1. Scale to be consistent with the "Floor Plan(s)".
2. Indicate all ceiling types and elements.
3. Include an explanation of all symbols used on this plan.
4. Identify all ceiling heights and soffits.
5. Identify all rooms by their title.
6. Identify concept for all ceiling materials, and finishes.

### **Roof Plan(s)**

1. Scale as appropriate to show required details.
2. Identify the conceptual roofing system or systems to be used including any underlayments and ballasts for each system.
3. Include designation for intended area(s) for roof mounted equipment including estimated sizes, heights, etc. as it effects the aesthetics of the project.

### **Exterior Building Elevations**

1. Scale to be consistent with the "Floor Plan(s)".
2. Include appropriately titled views from the front, rear, right side, left side, and any other direction necessary to adequately illustrate the building's exterior details.
3. Use symbols and notations to identify concept for finish materials, colors, equipment, etc.
4. Indicate elevation of finished floor, finished grade, top of parapet(s) and/or ridge and eaves, typical window head heights, and any other elevations that are not easily interpreted by a lay person.

### **Building Sections**

1. Appropriately scaled longitudinal and cross sections and any other sections to adequately illustrate any special conditions related to the basic building structure and volumes.
2. Identify areas contained in the sections by room titles.
3. Dimension ceiling heights and any other items as appropriate.

### **Conceptual Wall Sections**

1. 3/4" = 1'-0" minimum scale.
2. Indicate all proposed components of the wall construction and the connections to the foundation, floor(s), and roof.
3. Include typical sections of each main wall type and any unusual or special conditions.

### **Structural Concept**

Scale to be consistent with the architectural plans. Submit plans, details, and information necessary to clearly present the types of structural components to be used in the project.

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

### Mechanical Concept

Scale to be consistent with the architectural plans. Submit plans, details, and information necessary to clearly present the types of mechanical systems and components to be used in the project.

### Plumbing and Fire Protection Concept

Scale to be consistent with the architectural plans.

### Lighting Concept

Scale to be consistent with the architectural plans.

### Power Concept

Scale to be consistent with the architectural plans.

### Communication, Fire Alarm, and Security Concept

Scale to be consistent with the architectural plans.

### Specifications

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Table of Contents - Provide a listing of all specifications sections to be used in a CSI Format.

### Color and Finish Concept(s)

Submit materials and samples to illustrate a general concept of finishes and colors for all major components of the project.

### Manufacturer Catalog Cuts (as appropriate)

FORMAT: 8-1/2" x 11", bound.

### Project Cost Estimate

FORMAT: 8-1/2" x 11", bound.

1. Provide detailed cost estimate.
2. Design/Cost Analysis
  - a. Analyze Estimated Cost vs. Design Budget
  - b. Address any concerns regarding cost overruns and specify the area(s) of concern.
  - c. Present alternatives to rectify cost overrun concerns, if any.

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

## PHASE 4 - DESIGN DEVELOPMENT SERVICES

**Drawings and Format:** Blueline prints, 24" x 36" or 30" x 42" sheets, titled, numbered, dated, with City's Bid Number, and in the order listed on the Cover Sheet.

**Cover Sheet** - Include the following information:

1. Project title/Phase of submittal.
2. Owner identification.
3. City Council members names and titles.
4. City Manager's name and title.
5. Director of the Department of Public Works (name and title).
6. Sheet Index, including all sheets submitted and in their proper order.
7. Project Location Map.

**Architectural Site Plan(s)**

1. Largest practical scale.
2. Indicate building outline, offsets, overhangs, entrances, etc.
3. Indicate all structures/fixtures such as fences, walls, poles, lighting fixtures, transformers, shade structures, fire hydrants, exercise equipment, etc. as applicable.
4. Indicate all area surface treatments such as planters, grass areas, undeveloped areas, walks, drives, ramps, steps, curbs, etc.
5. Include typical, minimum, maximum, setback, overall, and other dimensions as appropriate.

**Landscape Site Plan(s)** - to be provided by Owner.

**Floor Plan(s)**

1. 1/8" = 1'-0" minimum scale, larger if practical. Use match lines if necessary.
2. Include, as a minimum, graphic symbols for:
  - a. Wall, window, and door types.
  - b. Floor offsets, slopes, and finish materials.
  - c. Built-in cabinetry, fixtures, and equipment.
  - d. Toilet room fixtures and accessories.
  - e. Suggested furniture layouts that support the programmed functions and occupancies.
  - f. Movable partitions and window coverings including stacking areas and draw directions.
  - g. Room wall identification for finish schedule coordination.
3. Room titles, numbers, and size (use 0'-0" x 0'-0" format where practical and total square footage note for all other rooms).
4. Dimension the following as a minimum:
  - a. Overall building dimensions.
  - b. Building offsets and angles.
  - c. Overall dimensions of major areas.

**REQUIRED DRAWING AND SECTION**

- d. User flow clearances (corridor and isle widths, ADA required clearances, etc.)
- e. Typical dimensions for repetitive areas/items.
- f. Areas/items designed to minimum clearances.

**Detailed Plan(s)**

1. Enlarged detailed plans are required for all areas where "Floor Plan(s)" scale is not adequate to illustrate/annotate required detail.
2. Scale to be at least double the "Floor Plan(s)" scale.
3. Provide additional information as space permits.

**Reflected Ceiling Plan(s)**

1. Scale to be consistent with the "Floor Plan(s)".
2. Indicate all ceiling types and elements including light fixtures, HVAC grilles and diffusers, alarm sensors, etc.
  - a. Exposed grid ceilings - Dimension all elements not centered in a grid. Dimension grid as necessary to show proper alignment within each space.
  - b. Other ceilings - Dimension all elements to define their specific locations and relationships to other elements.
3. Include, on this sheet, an explanation of all symbols used on this plan.
4. Identify all ceiling heights and soffits.
5. Identify all rooms by their title and room number.
6. Identify all ceiling materials, finishes, and colors.

**Roof Plan(s)**

1. Scale as appropriate to show required details.
2. Indicate all roof slopes, crickets, valleys, ridges, parapets, scuppers, and all other aspects of the roof that affect drainage including all slope requirements and directions.
3. Indicate all roof penetrations.
4. Indicate all equipment, ladders, walkways, and security components that affect the roof.
5. Specify the roofing system or systems to be used including any underlayments and ballasts for each system.
6. Include a minimum of one typical sectional detail for each roofing system to be used. The detail(s) should illustrate as many aspects of the entire system as is practical.

**Exterior Building Elevations**

1. Scale to be consistent with the "Floor Plan(s)".
2. Include appropriately titled views from the front, rear, right side, left side, and any other direction necessary to adequately illustrate the buildings' exterior details.
3. Vary the line weights and shade to simulate the true depth of the building.
4. Use symbols and notations to identify finish materials, colors, equipment, etc.
5. Dimension distances from the finished floor to finished grade, top of parapet(s) and/or ridge and eaves, typical

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

and irregular window head heights, and any other dimensions that are not easily interpreted by a lay person.

6. Indicate locations of building sections and details as appropriate.
7. Indicate outlines of matured landscape as designed and indicated on the "Landscape Plan(s)".

### Building Sections

1. Appropriately scaled longitudinal and cross sections and any other sections to adequately illustrate any special conditions related to the basic building structure and volumes.
2. Identify areas contained in the sections by titles and room numbers.
3. Dimension ceiling heights and any other items as appropriate.
4. Identify typical wall section detail locations and additional areas anticipated to require detailing and references on these sections.

### Typical Wall Sections

1. 3/4" = 1'-0" minimum scale.
2. Indicate all components of the wall construction and the connections to the foundation, floor(s), and roof.
3. Include typical sections of each main wall type and any unusual or special conditions.

### Color and Finish Schedule(s)

Schedule(s) to define grade, finish, color, manufacturer, and order number of each material to be used as a finish material or treatment for all exposed walls, floors, ceilings, soffits, etc.

### Civil Drawings

1. Scale to be consistent with the Architectural Site Plan(s).
2. Indicate building(s) outline and location on the site.
3. Indicate all existing to remain, existing to be removed, and new utility services.
4. Indicate all work regarding site demolition, excavation, fill, grading, drainage, paving, and traffic amenities.

### Structural Drawings

1. Include plans and details adequate to show the size and location of footings, slabs, bearing walls, columns, pilasters, rafters, beams, joists, etc.
2. Scale to be consistent with the architectural plans or larger if practical.

## REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

### Mechanical Layouts

1. Include plans and details adequate to show the type(s) of mechanical system(s) and their integration into the building structure.
2. Scale to be consistent with the architectural plans.

### Plumbing and Fire Protection Plan(s)

1. Include plans and details adequate to show the type(s) of system(s) and their integration into the building structure.
2. Scale to be consistent with the architectural plans.

### Lighting Plan

1. Indicate light fixture locations, types, manufacturers, model numbers, power requirements, and switching.
2. Scale to be consistent with the architectural plans.

### Power Plan

1. Indicate all power outlet locations, types, heights and voltages.
2. Scale to be consistent with the architectural plans.

### Communication, Fire Alarm, and Security Plan(s)

1. Indicate all fixture, outlet, jack, and sensor locations and identify each as its system, type, manufacturer, model, and special features as appropriate.
2. Scale to be consistent with the architectural plans.

### Specifications

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Approval signature sheet for a maximum of 10 signatures.
3. Table of Contents - Indicate all CSI sections to be used.
4. Complete Division 1.
5. All Construction Sections, CSI Format;
  - a. A "Work Included" category indicating items and/or performance included, for each Section, readable by lay persons as well as technical.
  - b. 50% complete Specialties, Mechanical, and Electrical Sections. Address the troublesome areas, leaving the standard areas for submission in the Construction Documents Phase.

### Manufacturer Catalog Cuts

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Light Fixtures, including available colors and finishes.
3. Plumbing Fixtures, including available colors and finishes.
4. Mechanical Equipment - Major items.
5. Specialty or Interior Equipment, including available colors and finishes.
6. Door and Cabinet Hardware, including available colors and finishes.

## EXHIBIT "F"

## DISCLOSURE OF PRINCIPALS

The principals and partners of **JMA Architecture Studios** and all persons and entities holding more than 1% interest in **JMA Architecture Studios** or any principal of **JMA Architecture Studios** are the following:

| <u>FULL NAME</u>             | <u>BUSINESS ADDRESS</u>          | <u>BUSINESS PHONE</u> |
|------------------------------|----------------------------------|-----------------------|
| 1. <u>Thomas J. Schoeman</u> | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 2. <u>Edward A. Vance</u>    | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 3. <u>Rex B. Evans</u>       | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 4. <u>Steven L. Wise</u>     | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 5. <u>Jonelle Vance</u>      | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 6. <u>John C. Lopeman</u>    | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 7. <u>Larry H. Staples</u>   | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |
| 8. <u>Curt J. Carlson</u>    | <u>10150 Covington Cross Dr.</u> | <u>(702) 731-2033</u> |

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

By: [Signature]  
Its: PRESIDENT

Subscribed and sworn to before me this  
30<sup>th</sup> day of June, 2000.

[Signature]  
Notary Public

