



MINUTES

City of Las Vegas

CITY COUNCIL

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

AUGUST 16, 2000

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

☒

☐

☐

COUNCILMAN MICHAEL J. McDONALD

☒

☐

☐

MAYOR PRO-TEM

COUNCILMAN GARY REESE

☒

☐

☐

COUNCILMAN LARRY BROWN

☒

☐

☐

COUNCILMAN LAWRENCE WEEKLY

☒

☐

☐

COUNCILMAN MICHAEL MACK

☒

☐

☐

COUNCILWOMAN LYNETTE BOGGS McDONALD

☒

☐

☐

VIRGINIA VALENTINE, CITY MANAGER

☒

☐

☐

BRAD JERBIC, CITY ATTORNEY

☒

☐

☐

JOHN REDLEIN, ASSISTANT CITY ATTORNEY

☒

☐

☐

STEVE GEORGE, DEPUTY CITY ATTORNEY

☒

☐

☐

TOM GREEN, DEPUTY CITY ATTORNEY

☒

☐

☐

P.M. SESSION

BARBARA JO RONEMUS, CITY CLERK

☒

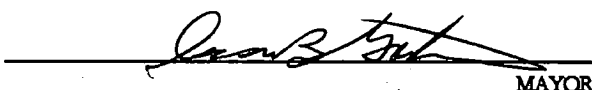
☐

☐

APPROVED BY REFERENCE: SEPTEMBER 20, 2000

ATTEST:


CITY CLERK


MAYOR

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

City of Las Vegas

CITY COUNCIL AGENDA

AUGUST 16, 2000 TABLE OF CONTENTS

Ceremonial Matters Pg 1

Business Items Pg 2

CONSENT		DISCUSSION	
Business Development Department	Pg 2	Administrative	Pg 6
Finance & Business Services	Pg 2 – 4	City Attorney	Pg 6 – 7
Human Resources Department	Pg 4	City Auditor	Pg 7
Leisure Services Department	Pg 4	Finance & Business Services	Pg 7
Neighborhood Services Department	Pg 4	Public Works Department	Pg 7
Public Works Department	Pg 4 – 6	Boards & Commissions	Pg 7
		Real Estate Committee Reports	Pg 8
		Recommending Committee Reports (Bills eligible for adoption at this meeting)	Pg 8
		Recommending Committee Reports (Bills eligible for adoption at a later meeting)	Pg 8
		New Bills	Pg 8 – 9

AFTERNOON

Public Hearings	Pg 9
Planning & Development	Pg 9 – 13
Addendum (Item heard by Department)	Pg 14
Citizens Participation	Pg 14

**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 16, 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 – REVEREND MARY BREDLAU, ALL SAINTS EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION OF THE MEDAL OF HONOR
- SPECIAL RECOGNITION OF MARK SOLOMON AND MARILYN MORAN FOR SERVICE ON THE PLANNING COMMISSION
- RECOGNITION OF KIDS JAM FOUNDATION 2000
- RECOGNITION OF NEVADA RESPONSIBLE GAMING WEEK

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 19, 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 16, 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.

BUSINESS DEVELOPMENT - CONSENT

5. Approval and Issuance to Lewex, Inc. of a Certificate of Completion and Quitclaim of Interest for Certain Real Properties Situated in the Spectrum of Las Vegas - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

6. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
7. Approval of a new Family Child Care Home License, Andrea Carpenter, 1816 Stonehaven Drive, Andrea Carpenter, 100% - Ward 5 (Weekly)
8. Approval of a new Family Child Care Home, Jessica Olson, 8137 Guava Nectar Avenue, Jessica Olson, 100% - Ward 6 (Mack)
9. Approval of a new Child Care Center/Preschool License subject to the provisions of the planning and fire codes and Health Dept. regulations, C.D. Hall, LLC, dba Candil Hall Early Childhood Education, 5348 North Rainbow Blvd., Jhonna Diller, 38%, Donna Canada, 38%, Glenda Hall, 24% - Ward 6 (Mack)
10. Approval of a Special Event Liquor License for Christ Church Episcopal, Location: 2000 South Maryland Parkway, Date: October 27 & 28, 2000, Type: Special Event Beer/Wine, Responsible Person in Charge: Karinne Confer - Ward 3 (Reese)
11. Approval of Franchise Manager for a Beer/Wine/Cooler Off-Sale Liquor License, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #13694B, 4800 West Washington Ave., Robert E. Lang, Franchise Mgr - Ward 5 (Weekly)
12. Approval of Change of Ownership, Location and Business Name and new Store Director for a Package Liquor License subject to the provisions of the fire codes and Health Dept. regulations, From: American Drug Stores, Inc., dba Lucky Discount Center #695, 3121 North Rancho Drive (non-operational), Martin A. Sholtens, Pres, Mary V. Sloan, Secy, To: Albertsons, Inc., dba Albertsons #6090, 7075 West Ann Road, Kaye L. O'Riordan, Secy, John F. Boyd, Treas, Rodney L. Padgett, Store Dir - Ward 6 (Mack)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of Officer for a Tavern Liquor License, Lone Star Steakhouse and Saloon of Las Vegas, Inc., dba Lone Star Steakhouse and Saloon, 1611 South Decatur Blvd., Gerald T. Aaron, Secy, Treas - Ward 1 (M. McDonald)
14. Approval of Officer for a Tavern Liquor License, Lone Star Steakhouse and Saloon of Las Vegas, Inc., dba Lone Star Steakhouse and Saloon, 3131 North Rainbow Blvd., Gerald T. Aaron, Secy, Treas - Ward 4 (Brown)
15. Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 10 slots, Darnick, Inc., dba From: Club Bamboleos, To: Tongue N Groove, 713 East Ogden Avenue, Teri G. Galardi, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
16. Approval of a Slot Operator Space Lease Location Restricted Gaming License for 15 slots, Cardivan Company, db at Albertson's #6090, 7075 West Ann Road, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 6 (Mack)
17. Approval of a new Independent Massage Therapist License, Rebecca Kerns, dba Rebecca Kerns, 3514 White Diamond Drive, Rebecca J. Kerns, 100% - Ward 4 (Brown)
18. Approval of a new Independent Massage Therapist License, Teranda Basey, dba Best Massage, 908 Dusty Creek Street, Teranda E. Basey, 100% - Ward 2 (L.B. McDonald)
19. Approval of a new Independent Massage Therapist License, Jillian B. Eisnor, dba Jillian B. Eisnor, 3270 North Buffalo Drive, Suite B, Jillian B. Eisnor, 100% - Ward 4 (Brown)
20. Approval of a new Independent Massage Therapist License, Laura Granich, dba Laura Granich, 4355 South Durango Drive, Unit 135, Laura F. Granich, 100% - (County)
21. Approval of a new Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, 4942 Roswell Street, Natalia E. Mendez, 100% - (County)
22. Approval of a new Independent Massage Therapist License, Cheryl Ann Smith, dba Cheryl Ann Smith, 7310 Smoke Ranch Road, Suite M, Cheryl A. Smith, 100% - Ward 4 (Brown)
23. Approval of a new Independent Massage Therapist License, Monica Yerman, dba Monica Yerman, 3630 North Rancho Drive, Suite 105, Monica J. Yerman, 100% - Ward 6 (Mack)
24. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Cynthia Breck, dba Cynthia Breck, From: 7310 Smoke Ranch Road, Suite M, To: 8440 West Lake Mead Blvd., Suite 110, Cynthia Breck, 100% - Ward 2 (L.B. McDonald)
25. Approval of a new Massage Establishment subject to the provisions of the fire codes, Leping Stepp, dba Imperial Chinese Massage, 700 East Sahara Ave., Suite C, Leping Stepp, 100% - Ward 3 (Reese)
26. Approval of a new Massage Establishment License, Litenup Massage Co., a Nevada General Partnership, dba Litenup Massage Co., 8370 West Cheyenne Ave., Suite 106, Dusty L. Hawkins, Gen Ptnr, 50%, Kelli A. Athanas Gen Ptnr, 50% - Ward 4 (Brown)
27. Approval of a new Massage Establishment License, Matthews & Matthews, dba Casual to Extreme, 3270 North Buffalo Drive, Suite B, Debra L. Matthews and Robert E. Matthews, 100% jointly as husband and wife - Ward 4 (Brown)
28. Approval of a new Massage Establishment License, Suzanne Nicole, Inc., dba, Nicole's Wellness Spa, 8871 West Sahara Ave., Suite 100, Steven E. Nelson, Dir, Pres, 88% jointly with spouse, 6% individually, Suzanne N. Nelson, Dir, Secy, Treas, 88% jointly with spouse, 6% individually - Ward 2 (L.B. McDonald)
29. Approval of Change of Ownership for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: Kendall Trotter, 100%, To: Appliance Outlet, dba Appliance Outlet, 1404 East Charleston Blvd., Sebastian Casorla, Jr., Ptnr, 50%, Serafin T. Villanueva, Ptnr, 50% - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

30. Approval of award of Bid Number 00.1739.13-LED, Elkhorn and Durango Parks - Phase 2; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: M & H ENTERPRISES dba MARTIN HARRIS CONSTRUCTION (\$3,033,647 - Capital Projects Fund)
31. Approval of award of Bid Number 99.1739.14-LED (Revised), restroom augmentation at four City parks; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: EDDIE GENERAL CONSTRUCTION (\$588,260 - Capital Projects Fund)
32. Approval of award of Bid Number 000093-LED, annual requirements contract for non-Microsoft software - Department of Information Technologies - Award recommended to: COMPUTER INTELLIGENCE ASSOCIATION, INC. (Estimated annual amount of \$150,000 - General Fund)
33. Approval of rescission of award and reaward of Bid Number 000045, line number 7, annual requirements contract for traffic paint - Department of Public Works - Award recommended to: PERVO (Estimated annual amount of \$15,000 - General Fund)

HUMAN RESOURCES DEPARTMENT - CONSENT

34. Approval to transfer funds from the City Centre Development Corporation budget to create an Administrative Secretary (AP3) and a Senior Management Analyst (AP6) in the Office of Business Development effective September 5, 2000. (\$143,705 from the General Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

35. Approval of Clark County Community Development Block Grant Interlocal Agreement to provide funds to Cultural & Community Affairs/Reed Whipple Cultural Center for the New Directions At-Risk Program (\$1,900 grant award)
36. Approval of Family Resources Center sub-contract agreement between Southern Nevada Family Resources Center's Local Governing Board and the City of Las Vegas for the fourth year operation of the Grant Funded Family Resource Center at Stupak Community Center (\$6,324 10% cash funds - General fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

37. Approval of reallocating \$138,560 of Community Development Block Grant funding for the East Las Vegas Community-Senior Center Professional Services to the Downtown Community Center - Ward 3 (Reese)

PUBLIC WORKS DEPARTMENT - CONSENT

38. Approval of a Grant Deed from Anthony Wade Leiker, a single man for a portion of the Southeast Quarter (SE 1/4) of Section 26, T20S, R61E, M.D.M., for dedication of right-of-way for a 25' radius located at the southwest corner of Eastern Avenue and McWilliams Street (7-25-00) 139-26-811-025 - Ward 3 (Reese)
39. Approval of a Grant Deed from Las Vegas Valley Water District, a Quasi Municipal Corporation for a portion of the Southwest Quarter (SW 1/4) of Section 28, T19S, R60E, M.D.M., for dedication of right-of-way on Tropical Parkway (45'), west of Cimarron Road (6-29-00) 125-28-303-001 - Ward 6 (Mack)
40. Approval of a Grant Deed from 5 Star Properties - Rancho and Washington, LLC, a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 29, T20S, R61E, M.D.M., for a dedication of rights-of-way for a 25' radius corner located on the northeast corner of Washington Avenue and Rancho Drive (7-11-00) 139-29-201-005 - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Right of Way Grant for Sewer Purposes from Buffalo and Lake Mead Blvd., LLC., for a portion of the Southwest Quarter (SW 1/4) of Section 22, T20S, R60E, M.D.M., for a sewer easement located on the south side of Lake Mead Boulevard, east of Tenaya Way (7-7-00) 138-22-302-008 - Ward 2 (M. McDonald)
42. Approval of a Right of Way Grant for Drainage Purposes from Jim Marsh American Corporation, A Nevada Corporation for a portion of the Northeast Quarter (NE 1/4) of Section 29, T19S, R60E, M.D.M., for a drainage easement located on the south side of Centennial Parkway, east of Durango Drive (6-28-00) 125-29-502-004 - Ward 6 (Mack)
43. Approval of a Grant Deed from Vintage Desert Rose, A Nevada Limited Partnership for a portion of the Southeast Quarter (SE 1/4) of Section 23, T20S, R60E, M.D.M., for dedication of rights-of-way on Jones Boulevard, north of Vegas Drive (7-19-00) 138-23-801-003 - Ward 5 (Weekly)
44. Approval of a Right of Way Grant for Drainage Purposes from 10450 West Charleston Boulevard, LLC, a Nevada Limited Liability Company for a portion of the Southeast Quarter (SE 1/4) of Section 36, T20S, R59E, M.D.M., for a drainage easement located on the northwest corner of Town Center Drive and Charleston Boulevard (7-26-00) 137-36-412-003 - Ward 2 (L.B. McDonald)
45. Approval of a Right of Way Grant for Drainage Purposes from Nevadacare, Inc., a Nevada Corporation for a portion of the Southwest Quarter (SW 1/4) of Section 36, T20S, R59E, M.D.M., for a drainage easement located on the north side of Charleston Boulevard, west side of Town Center Drive (7-5-00) 137-36-412-005 - Ward 2 (L.B. McDonald)
46. Approval to file a Right of Way Grant application with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the Southwest Quarter (SW 1/4) of Section 17, T19S, R60E, M.D.M., located along El Capitan Way, north of Elkhorn Road, Frontage Road and Severance Lane, west of El Capitan Way - Ward 6 (Mack)
47. Approval of a Supplemental Interlocal Contract with the Clark County Regional Flood Control District for reallocation for funds for design of Ann Road - Allen Lane to Rancho Drive - Ward 6 (Mack)
48. Approval of a Second Supplemental Interlocal Contract with the Clark County Regional Flood Control District for right of way design, acquisition and environmental mitigation for the Freeway Channel North, Washington Avenue to Vegas Drive (\$260,000 Clark County Regional Flood Control District) - Wards 1, 3 and 5 (M. McDonald, Reese and Weekly)
49. Approval of an Interlocal Contract with the Clark County Regional Flood Control District for construction and construction engineering of the Gowan South Detention Basin Expansion (\$2,150,000 Clark County Regional Flood Control District) - Ward 4 (Brown)
50. Approval of a Supplemental Interlocal Contract with the Clark County Regional Flood Control District for engineering design and environmental mitigation of the Owens Avenue System, Rancho Road to I-15 (\$276,000 Clark County Regional Flood Control District) - Ward 5 (Weekly)
51. Approval of an Interlocal Contract with the Clark County Regional Flood Control District for construction of the Rancho Road System, Durango/US-95 Interchange (\$335,000 Clark County Regional Flood Control District) - Ward 6 (Mack)
52. Approval of a Sewer Refunding Agreement with Stanpark Homes for Monument at Lone Mountain Development (\$53,665 Sanitation Funds) - Ward 4 (Brown)
53. Approval of the Interlocal Contract No. 351 with the Clark County Regional Transportation Commission for Offsite Improvements Adjacent to RFCD Detention Basin Projects FY 2000-2001 (\$500,000 Clark County Regional Transportation Commission) - Ward 4 (Brown)
54. Approval of a Cost-sharing Cooperative Agreement with the United States Department of Energy (USDOE) and Air Products, Inc. to enter into a (5) year Alternative Fuel Demonstration Agreement - (United States Department of Energy and Air Products, Inc providing \$10,800,000 and the City of Las Vegas providing in-kind cost share of \$900,000 over the term of contract) - (all Wards)

PUBLIC WORKS DEPARTMENT - CONSENT

55. Approval of a First Amendment to the Professional Services Agreement with VTN Nevada for Design Services in conjunction with the Ann Road, US-95 to Ferrell Street Improvements (\$42,000/Regional Transportation Commission, \$28,000 Clark County Regional Flood Control District) - Ward 6 (Mack)
56. Approval of a Professional Services Agreement with Poggemeyer Design Group for Construction Management for the Gowan Outfall - Lone Mountain Branch (\$120,000 Regional Flood Control District) - City of North Las Vegas
57. Approval of a Professional Services Agreement with PBS & J Construction Services Inc., for Construction Management for the Sloan Lane Interceptor project (\$300,000 Sanitation Fund) - Ward 1 (Reese)
58. Approval of a Professional Services Agreement with Carter Burgess Inc., for Construction Management for the Nellis Sewer project (\$131,846 Sanitation Fund) - Ward 3 (Reese)
59. Approval of a Residential Permit Parking Program on Ellis Avenue, Charmast Lane, and Mercedes Circle - Ward 1 (M. McDonald)
60. Approval of a change in the speed limit on Oakey Boulevard between Durango Drive and Rainbow Boulevard from 25 mph to 35 mph - Ward 1 (M. McDonald)
61. Approval of encroachment request for Pentacore Engineering on behalf of Mountain Spa Residential Development, LLC, owner (Grand Teton Drive between Rainbow Boulevard and Tenaya Way) - Ward 6 (Mack)
62. Approval of a Professional Services Agreement with Poggemeyer Design Group for the design services of Pioneer Park, located at Pioneer and Braswell Streets (\$255,000 Nevada Department of Transportation) - Ward 2 (L.B. McDonald)
63. Approval of a Professional Services Agreement with VTN Nevada for Construction Management for the Gowan South Detention Basin Expansion and Ballfield Complex (\$448,487 Park Bond - Regional Flood Control District) - Clark County Ward 4 (Brown)
64. Approval of an Engineering Design Service Agreement with Post, Beckley, Schuh, and Jernigan, Inc. for an Impact Fee Feasibility Study for assessing and collecting development impact fees (\$196,630 General Fund) - Impacts all Wards
65. Approval of a Professional Services Agreement with Stantec for the design services required to provide Masterplan Services for Deer Springs Park, an approximate (120) acre site, bounded by Elkhorn Road to the north, Buffalo Drive to the south and east, and Rosinweed Street on the west (\$100,000 Park Impact Fees) - Ward 6 (Mack)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

66. Discussion and possible ratification of Larry Haugsness as Director of the Department of Field Operations (\$109,306 from the General Fund)

CITY ATTORNEY - DISCUSSION

67. ABEYANCE ITEM - Discussion and Possible Action on Appeal of Work Card Denial: Held in Abeyance from August 2, 2000. Carolyn Michele Joyner, 1410 South 13th Street, Las Vegas, NV 89104
68. ABEYANCE ITEM - Discussion and Possible Action on Appeal of Work Card Denial: Held in Abeyance from August 2, 2000. Rick Allen Gipson, 3000 Linkview Drive, Las Vegas, NV 89134
69. Discussion and possible action on Appeal of Work Card Denial: William Allen Austin, 5921 Rae Drive, Las Vegas, NV 89108

CITY ATTORNEY - DISCUSSION

70. Discussion and possible action on Appeal of Work Card Denial: Vincent Andrew Fragosa, 2801 North Rainbow Boulevard #153, Las Vegas, NV 89108
71. Discussion and possible action to approve assignment of parking garage lease from Lady Luck Holding Corporation to its operating company, Gemini, Inc.

CITY AUDITOR - DISCUSSION

72. Report and possible action on an audit of the Agreement Between Las Vegas Sportspark Ltd. and the City of Las Vegas

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

73. ABEYANCE ITEM - 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)
74. Discussion and possible action regarding Temporary Approval of a Change of Ownership and Business Name for a Supper Club Liquor License subject to the provisions of the fire codes and Health Dept. regulations, From: HNRG Nevada I, (a Nevada Corporation), dba Nevada Nick's, Nicholas S. Nickolas, Dir, Pres, Treas, 33%, Steven E. Karpf, Dir, EVP, Secy, 33%, Gerald J. Harman, Dir, 34%, To: Gustav International Chartered, dba, OXO Steak and Seafood Eatery, 221 North Rampart Blvd., Suite 7140, Gustav E. Mauler, Dir, Pres, and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas, and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)
75. Discussion and possible action regarding a new Tavern Liquor License and new Nonrestricted Gaming License subject to the provisions of the planning and fire codes and Health Dept. regulations and final Nevada Gaming Commission approval on August 24, 2000, Coast Hotels and Casinos, Inc., dba The Suncoast Hotel and Casino, 9090 Alta Drive, Michael J. Gaughan, COB, CEO, Harlan D. Braaten, Dir, Pres, COO, J. Tito Tiberti, Dir, Secy, Jerry Herbst, Dir, Treas, Frank Toti, Dir, VP, F. Michael Corrigan, Dir - Ward 2 (L.B. McDonald)
76. PUBLIC HEARING - Public hearing, discussion and possible action to pre-qualify bidders pursuant to NRS 338.1375 through 338.1389 for the City of Las Vegas Stewart Garage Bid - Department of Public Works - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - DISCUSSION

77. Discussion and possible action on a request to install speed humps on 17th Street between St. Louis Avenue and Charleston Boulevard (\$21,000 Neighborhood Traffic Management Program) - Ward 3 (Reese)
78. Discussion and possible action on a request to install speed humps on Spencer Street between Sahara Avenue and St. Louis Avenue (\$7,000 Neighborhood Traffic Management Program) - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

79. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE - Bill Martin - Term Expiration 6/8/2000

REAL ESTATE COMMITTEE REPORTS - DISCUSSION

80. Discussion and possible action on an Agreement for the Sale of Real Property (approximately 2.65 acres), known as parcel number 139-26-201-008, sharing the addresses 1400 Gragson and 1602 Gragson, to James E. and Beverly B. Rogers for \$190,500 (\$190,500-revenue plus City's share of closing costs/Park Programs Within Ward 5) - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

81. ABEYANCE ITEM - 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

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

82. 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
83. 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
84. Bill No. 2000-62 – Adopts the Las Vegas 2020 Master Plan. Proposed by: Willard Tim Chow, Director of Planning and Development

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.

85. Bill No. 2000-63 – Annexation No. A-0002-00(A) – Property Located: On the northeast corner of El Campo Grande Avenue and Bronco Street; Petitioned By: Michael C. Beebe, Linda Zeimet, and James Zeimet; Acreage: Approximately 1.08 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Michael Mack
86. Bill No. 2000-64 – Annexation No. A-0004-00(A) – Property Located: On the north side of Grand Teton Road approximately 1620 feet west of Durango Drive; Petitioned By: Walter Clyde Pearson Trust; Acreage: Approximately 2.58 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent). Sponsored by: Councilman Michael Mack
87. Bill No. 2000-65 – Annexation No. A-0006-00(A) – Property Located: On the northwest corner of Ann Road and Balsam Street; Petitioned By: Borsack Group, Inc.; Acreage: Approximately 4.48 acres; Zoned: R-E (County Zoning), U (R) (City Equivalent). Sponsored by: Councilman Michael Mack
88. Bill No. 2000-66 – Increases the compensation of the City's alternate municipal judges from seventy-five dollars to one hundred dollars per court session. Proposed by: Michael Havemann, Municipal Court Administrator
89. Bill No. 2000-67 – Increases the number of members of the Traffic and Parking Commission to reflect the increase in the number of wards in the City. Sponsored by: Councilman Lawrence Weekly

NEW BILLS

90. Bill No. 2000-68 – Amends the City's child care provisions regarding accommodation facilities to bring them into conformance with State regulations. Proposed by Mark Vincent, Director of Finance and Business Services
91. Bill No. 2000-69 – Authorizes the issuance of the City's General Obligation (Limited Tax) Medium-Term Building Bonds, Series 2000, for a building project (community/senior center)

1:00 P.M. - AFTERNOON SESSION

92. 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

93. 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)

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

94. REINSTATEMENT AND EXTENSION OF TIME - U-0119-98(1) - NEVADA POWER COMPANY - Request for a Reinstatement and Extension of Time on an approved Special Use Permit FOR TWO ELECTRIC SUBSTATIONS AND OVERHEAD TRANSMISSION LINES on the north side of Far Hills Way, west of the Western Beltway (APN: 137-22-000-003, 137-26-201-001, 137-26-301-002, 137-27-000-002 & 003), P-C (Planned Community) Zone, Ward 2 (L.B. McDonald). - The Planning Commission (4-0 vote) and staff recommend APPROVAL
95. EXTENSION OF TIME - V-0034-99(1) - BAUCHMAN GAMING VENTURES, LIMITED LIABILITY COMPANY - Request for an Extension of Time on an approved Variance FOR THE REPLACEMENT OF A NON-CONFORMING USE (ERNIE'S CASINO) WITH A PROPOSED 14,923 SQUARE FOOT CASINO AND TAVERN; AND TO ALLOW A TEMPORARY PARKING REDUCTION at 1901 North Rancho Drive, (APN's: 139-19-703-013 and 139-19-703-032), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-0 vote) and staff recommend APPROVAL
96. EXTENSION OF TIME - U-0049-99(1) - BAUCHMAN GAMING VENTURES, LIMITED LIABILITY COMPANY - Request for an Extension of Time on an approved Special Use Permit for a NON-CONFORMING 14,900 SQUARE FOOT CASINO/MICROBREWERY at 1901 North Rancho Drive (APN's: 139-19-703-013 and 032), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-0 vote) and staff recommend APPROVAL
97. EXTENSION OF TIME - Z-0014-97(2) - DONG AH (U.S.A.), INC. - Request for an Extension of Time for an approved Rezoning From: R-4 (High Density Residential) and C-2 (General Commercial) Zones under Resolution of Intent to C-2 (General Commercial) on 1.17 Acres on the West side of 7th Street, between Mesquite Avenue and Stewart Avenue, PROPOSED USE: 200 SUITE, 10-STORY NON-GAMING HOTEL WITH AUXILIARY RETAIL USES, (APN's: 139-34-512-031, 032, 033, 035 and 036), Ward 5 (Weekly). The Planning Commission (4-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

98. EXTENSION OF TIME - Z-0010-99(1) - LONE MOUNTAIN DEVELOPERS, INC. - Request for an Extension of Time on an approved Rezoning FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) of 2.91 Acres east of Jones Boulevard and north of Lone Mountain Road (APN's: 125-36-403-001 and 004) FOR A PROPOSED MINI-STORAGE FACILITY, Ward 6 (Mack). The Planning Commission (4-0 vote) and staff recommend APPROVAL

99. EXTENSION OF TIME - U-0136-97(1) - RAY AND ALMA SCHOOL, LIMITED LIABILITY COMPANY ON BEHALF OF TERRIBLE HERBST, INC. - Request for an Extension of Time for a Special Use Permit FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on the northeast corner of Craig Road and Tenaya Way (APN: 138-03-611-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown). The Planning Commission (4-0 vote) and staff recommend APPROVAL

100. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0136-97(1) - Z-0105-93(7) - RAY & ALMA SCHOOL, LIMITED LIABILITY COMPANY ON BEHALF OF TERRIBLE HERBST, INC. - Request for a Site Development Plan Review FOR A PROPOSED 3,200 SQUARE FOOT CONVENIENCE STORE on 3.75 acres on the northeast corner of Craig Road and Tenaya Way (APN: 138-03-611-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown). The Planning Commission (4-0 vote) and staff recommend APPROVAL

101. SITE DEVELOPMENT PLAN REVIEW - Z-0086-99(1) - CALVARY COMMUNITY ASSEMBLY OF GOD - Request for a Site Development Plan Review on property located adjacent to the southeast corner of the intersection of Torrey Pines Drive and Brooks Avenue FOR A PROPOSED 14,980 SQUARE FOOT DAYCARE AND A 20,539 SQUARE FOOT COMMUNITY CENTER IN CONJUNCTION WITH AN EXISTING CHURCH (CALVARY COMMUNITY ASSEMBLY OF GOD), U (Undeveloped) Zone [R (Rural Density) General Plan Designation], R-E (Residence Estates), and C-V (Civic) Zones PROPOSED C-V (CIVIC) ZONE, Size: 11.22 Acres, Ward 6 (Mack), APN: 138-14-601-005, 006, 013 and 014. The Planning Commission (5-0 vote) and staff recommend APPROVAL

102. REVIEW OF CONDITION - PUBLIC HEARING - Z-0122-97(3) - KIRKLAND DEVELOPMENT ON BEHALF OF CVL CONSULTANTS - Request for a Review of Condition Number 10 in the Site Development Plan Review for Lynbrook Subdivision, which requires two lanes of paved access along Decatur Boulevard prior to the ten percent (10%) building permit stage, on the north side of Severance Lane between Decatur Boulevard and Jones Boulevard, R-E (Residence Estates) Zone under Resolution of Intent to R-PD3, R-PD5 and R-PD7 (Residential Planned Development - 3, 5 and 7 Units per Acre), Size: 264.75 Acres, (APN's: 125-13-210-001, 002 and 125-13-610-001, 125-13-203-001, 002 and 125-13-210-001, 002 and 125-13-310-001, 003 and 125-13-710-001 through 010), Ward 6 (Mack). The Planning Commission (4-0 vote) and staff recommend DENIAL

103. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0034-00 - WILLIAM AND ARLENE RICK - Request for a Site Development Plan Review FOR A PROPOSED 11,219 SQUARE FOOT OFFICE BUILDING (WITH A BUILDING HEIGHT OF 36 FEET AND 2½ STORIES, WHERE 20 FEET AND 1 STORY IS THE MAXIMUM PERMITTED) at 3124 West Charleston Boulevard (APN: 139-32-403-013), C-D (Designed Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (4-0 vote) and staff recommend DENIAL

104. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0002-92(9) - CAM-MAC, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO 12 FOOT HIGH SCREEN WALL ENCLOSURES PROPOSED FOR THE EAST AND WEST SIDES OF THE EXISTING LOWE'S HOME IMPROVEMENT WAREHOUSE on the northeast corner of Washington Avenue and Buffalo Drive (APN: 138-27-201-001), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). The Planning Commission (4-0 vote) and staff recommend APPROVAL

105. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0020-97(29) - FRANK HAWKINS - Request for a Site Development Plan Review and Waivers to allow a reduction of required minimum 100 foot lot width to 65 feet, minimum 10 foot side setbacks to 5 feet, required ten foot front sidewalk to five feet, required front 20 foot landscape to 0 feet, and parking requirements FOR THE CONVERSION OF A SINGLE FAMILY DWELLING TO A PROFESSIONAL OFFICE IN THE UNIVERSITY MEDICAL DISTRICT, on 0.25 acres located at 2009 Alta Drive (APN: 139-33-301-006), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (4-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

- 106.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0076-98(16) - MICHAEL GREENBAUM AND WENDY SCHWARTZ ON BEHALF OF NEWMARK MERRILL COMPANIES - Request for a Site Development Plan Review FOR A PROPOSED 102,400 SQUARE FOOT RETAIL SHOPPING CENTER on 10.96 Acres on the east side of Buffalo Drive, approximately 1,350 feet north of Ann Road (APN's: 125-27-301-005 and 006), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 107.VACATION - PUBLIC HEARING - VAC-0012-00 - CENTENNIAL PARKWAY/BUFFALO DRIVE, A LIMITED PARTNERSHIP - Petition for a Vacation for a portion of Buffalo Drive, generally located north of the U.S. 95 Frontage Road, Ward 6 (Mack). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 108.VACATION - PUBLIC HEARING - VAC-0013-00 - CITY OF LAS VEGAS - Petition for a Vacation of a portion of 26th Street, generally located east of Eastern Avenue between Sunrise Avenue and Stewart Avenue, Ward 3 (Reese). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 109.VACATION - PUBLIC HEARING - VAC-0015-00 - MOUNT JAMESON M.B. CHURCH - Petition for a Vacation for portions of Morgan Avenue and "E" Street, Ward 5 (Weekly). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 110.ONE YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0079-98(1) - STEVEN WOLFSON AND JACALYN GLASS-WOLFSON - One Year Required Review on an approved Variance WHICH ALLOWED 16 PARKING SPACES WHERE 25 PARKING SPACES ARE THE MINIMUM REQUIRED at 601 South 7th Street (APN: 139-34-801-001), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 5 (Weekly). The Hearings Officer and staff recommend APPROVAL
- 111.THREE YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0066-92(3) - MISSION SPRINGS, LIMITED LIABILITY COMPANY ON BEHALF OF BILL KENDALL - Three Year Required Review for an approved Variance for firearm sales in conjunction with an approved Site Development Plan Review which allowed the expansion of a non-conforming use at 1104 Fremont Street (APN: 139-35-310-002), C-1 (Limited Commercial) and C-2 (General Commercial) Zones, Ward 5 (Weekly). Staff recommends APPROVAL
- 112.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
- 113.ABEYANCE ITEM - 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
- 114.ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

- 115.VARIANCE - PUBLIC HEARING - V-0033-00 - RICHARD AND SHEILA MCKNIGHT - Appeal filed by Richard McKnight, Chtd. from the Denial by the Hearings Officer of a request by Richard and Sheila McKnight for a Variance TO ALLOW AN ATTACHED ACCESSORY STRUCTURE (GARAGE) TO HAVE A FIVE FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM SIDE YARD SETBACK ALLOWED at 3105 Sonia Drive (APN: 139-32-211-009), R-E (Residence Estates) Zone, Ward 1 (M. McDonald). The Hearings Officer and staff recommend DENIAL
- 116.VARIANCE - PUBLIC HEARING - V-0037-00 - GERALD AND ILENE SRABERG ON BEHALF OF KEVIN CHURNOCK - Request for a Variance TO ALLOW EIGHTEEN (18) PARKING SPACES WHERE TWENTY-FOUR (24) PARKING SPACES ARE REQUIRED AND TO ALLOW NO LOADING SPACE WHERE ONE LOADING SPACE IS REQUIRED FOR A PROPOSED RETAIL BUILDING on 0.45 Acres located at 15 West Charleston Boulevard (APN's: 162-03-110-110 and 111), C-M (Commercial Industrial) and C-2 (General Commercial) Zones, Ward 3 (Reese). The Planning Commission (3-1 vote) and staff recommend DENIAL
- 117.SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0037-00 - PUBLIC HEARING - SD-0038-00 - GERALD AND ILENE SRABERG ON BEHALF OF KEVIN CHURNOCK - Request for a Site Development Plan Review and a Waiver of Landscaping Requirements on the rear and side property lines FOR A PROPOSED 6,000 SQUARE FOOT RETAIL BUILDING on 0.45 Acres located at 15 West Charleston Boulevard (APN's: 162-03-110-110 and 111), C-M (Commercial Industrial) and C-2 (General Commercial) Zones, Ward 3 (Reese). The Planning Commission (3-1 vote) recommends DENIAL. Staff recommends APPROVAL
- 118.VARIANCE - PUBLIC HEARING - V-0041-00 - ALBERTO DE LA PAZ - Request for a Variance TO ALLOW A 10 FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM DISTANCE REQUIRED at 5113 Alpine Place (APN: 138-36-803-012), R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (M. McDonald). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 119.SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0041-00 - PUBLIC HEARING - Z-0006-66(45) - ALBERTO DE LA PAZ - Request for a Site Development Plan Review FOR A PROPOSED 5,454 SQUARE FOOT OFFICE BUILDING on 0.36 Acres located at 5113 Alpine Place (APN: 138-36-803-012), R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (M. McDonald). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 120.RIO VISTA PLANNED DEVELOPMENT REVIEW - PUBLIC HEARING - Z-0074-97(8) - RIO VISTA PLAZA, LIMITED LIABILITY COMPANY - Request for a Review of approved uses within the Rio Vista Planned Development TO ALLOW SECONDHAND SALES OF CHILDREN'S CLOTHING, FURNITURE AND ACCESSORIES on property located on the south side of Ann Road, west of Rio Vista Street (APN: 125-34-515-003) PD (Planned Development) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 121.ABEYANCE ITEM - 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
- 122.ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

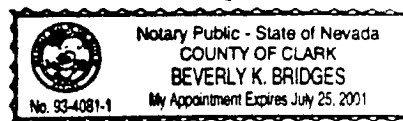
- 123.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0067-00 - PINE DEVELOPMENT, INC. ON BEHALF OF SPRINT PCS - Appeal filed by Spectrum Surveying and Engineering from the Denial by the Planning Commission of a request by Pine Development, Inc. on behalf of Sprint PCS for a Special Use Permit 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-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
- 125.SPECIAL USE PERMIT - PUBLIC HEARING - U-0068-00 - NORWEST BANK NEVADA FSB - Request for a Special Use Permit FOR THE SALE OF PACKAGE LIQUOR WITHIN A PROPOSED SAV-ON DRUG STORE at 9350 West Lake Mead Boulevard (APN: 138-18-812-004), P-C (Planned Community) Zone, Ward 4 (Brown). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 126.SPECIAL USE PERMIT - PUBLIC HEARING - U-0071-00 - SAHARA WESTLAKE ASSOCIATES ON BEHALF OF THE EGG & I - Request for a Special Use Permit FOR THE SALE OF BEER AND WINE FOR ON-PREMISE CONSUMPTION IN CONJUNCTION WITH AN EXISTING 3,264 SQUARE FOOT RESTAURANT (THE EGG & I) at 4533 West Sahara Avenue (APN: 162-07-101-008), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 127.SPECIAL USE PERMIT - PUBLIC HEARING - U-0079-00 - RIO VISTA PLAZA, LIMITED LIABILITY COMPANY ON BEHALF OF GRAND CHINA 2 - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR IN CONJUNCTION WITH A PROPOSED 2,699 SQUARE FOOT RESTAURANT at 7045 West Ann Road, (APN: 125-34-515-003), R-E (Residence Estates) Zone under Resolution of Intent to PD (Planned Development), Ward 6 (Mack). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 128.SPECIAL USE PERMIT - PUBLIC HEARING - U-0080-00 - LAKE MEAD & BUFFALO PARTNERSHIP ON BEHALF OF HOLLYWOOD VIDEO - Request for a Special Use Permit FOR SECONDHAND SALES OF VIDEO GAMES at 7450 West Lake Mead Boulevard (APN: 138-22-211-009), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (4-0 vote) and staff recommend APPROVAL
- 129.SPECIAL USE PERMIT - PUBLIC HEARING - U-0095-00 - LVS GROUP - Request for a Special Use Permit FOR THE SALE OF PACKAGED LIQUOR IN CONJUNCTION WITH AN APPROVED RETAIL STORE (WALMART SUPERCENTER) on the southeast corner of the intersection of Charleston Boulevard and Decatur Boulevard (APN: 162-06-110-001 through 006 and 162-06-103-001), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 130.REZONING - PUBLIC HEARING - Z-0049-00 - CLARK COUNTY SCHOOL DISTRICT - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-V (Civic) and a Site Development Plan Review with a Waiver of Landscaping Requirements TO ALLOW A 7,622 SQUARE FOOT ADDITION TO AN EXISTING 47,554 SQUARE FOOT ELEMENTARY SCHOOL on 8.19 Acres located at 4100 Thom Boulevard, (APN: 138-01-802-001), Ward 6 (Mack). The Planning Commission (3-0-2 vote) and staff recommend APPROVAL
- 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 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 11th day of **August, 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 and Addendum Meeting**. to be held on the 16th day of **August, 2000 at 9:00 a.m.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. In the Senior Citizens Center, 450 E. Bonanza Road;(Faxed)
3. Clark County Government Center, 500 S. Grand Central Parkway; (Faxed)
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);
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).

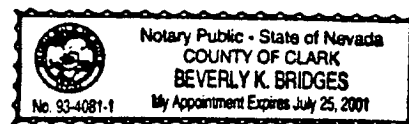

Signature

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 11th day of August, 2000

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



City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: AUGUST 16, 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 – REVEREND MARY BREDLAU, ALL SAINTS EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

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

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

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations:
Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(9:16 – 9:17)

1-1

Invocation was given by REVEREND JOEL RIVERS, Central Christian Church, Henderson, Nevada due to the illness of REVEREND MARY BREDLAU, All Saints Episcopal Church.

(9:17 - 9:18)

1-18

City of Las Vegas

CITY COUNCIL MEETING OF AUGUST 16, 2000 Formalities

MINUTES – Continued:

MAYOR GOODMAN led the audience in the Pledge.
(9:17 – 9:18)
1-86

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF EMPLOYEE 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:

MAYOR GOODMAN recognized PAOLA AXELROD as August's Employee of the Month. MS. AXELROD has been with the City of Las Vegas since March of 1996. As a license technician, MS. AXELROD assists people interested in a business license. In this capacity she is responsible for answering questions and giving great customer service to the general public. The Municipal Code requires that business license applications be handled in 30 days. The Business Licensing Department has tracked its turn around time to be 11 to 14 days. MS. AXELROD has been able to file all her applications and turn them around in 7.5 days. Since the beginning of this year, she has assisted over 900 customers at this amazing rate. MS. AXELROD's job performance has been exceptional in her division and with her additional knowledge of a second language, she has been able to serve the Spanish speaking community in Las Vegas. The City of Las Vegas believes in recognizing individuals that are leaders in their field.



CITY COUNCIL MEETING OF AUGUST 16, 2000

Public Affairs

Recognition of Employee of the Month – Paola Axelrod

MINUTES – Continued:

MS. AXELROD expressed her gratitude both in English and Spanish for the recognition. She stated that this award is due to the great team she works with and the award represents her department. She thanked her team members, CAROL KLINKHAMMER, DEBBIE CROWSON, CHARLENE GERARD, JUDY TARTAN and LATANIA PARSON for their support, as well as MARK VINCENT, Director of Finance and Business Services, JIM DiFIORE, Manager, and her supervisors WENDY SMITH and JAMES AZAR.

(9:19 –9:22)

1-116

Memorandum

RECEIVED
CITY CLERKCity of Las Vegas
City Manager's Office

To: Mayor Oscar B. Goodman
Mayor Pro-Tem Michael J. McDonald 2000 AUG -9 P 1: 52
Councilman Gary Reese
Councilwoman Lynette B. McDonald
Councilman Lawrence Weekly
Councilman Michael Mack

From: Virginia Valentine, City Manager

c: Steven P. Houchens; Douglas A. Selby; Mark Vincent; Rick Anderson; Roni Ronemus;
David Riggleman

Date: August 7, 2000

Re: August 2000 Employee of the Month

I am pleased to announce that August's Employee of the Month is License Technician **Fabiana "Paola" Axelrod** of the Department of Finance and Business Services, Business Services Division. She was nominated by her supervisor, **Jim DiFiore**. She has been a City employee since March 1996.

Paola is a leader amongst the six license technicians and she strives to be the best at what she does. After completing her initial training period, she was heard saying that she wanted to be in the workstation that handled the most customers. In addition to her daily work duties, Paola was instrumental in assisting with a suspense fund tracking and accountability for business license applicants who pay their initial fees for licensing. In FY00, Paola has assisted over 900 customers. The average turn-around time for the applications handled by Paola is 7.5 days. This is significantly less than the time required by the *Las Vegas Municipal Code* (30 days) and also less than the average time for all applications (11-14 days).

Customers have these comments to say about Paola's job performance: "...most courteous, professional, helpful person I have dealt with in the filing of all my business documents." "...a nice, professional and friendly employee."

Paola also speaks fluent Spanish and has been a valuable asset in communicating business license information to Hispanic applicants/licensees in general licensing, child care licensing and privilege licensing.

A celebration announcing her selection is scheduled for 8:30 a.m., Tuesday, August 15th, in the 3rd floor conference room, Business Services Division. Your attendance would be greatly appreciated. If you have any questions, please feel free to call.

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****PRESENTATION OF THE MEDAL OF HONOR****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:**

None required. The presentation was not made.

MINUTES:

Additional Ceremonial Item: COUNCILMAN McDONALD presented a video of the groundbreaking ceremony for a new park being developed in Ward 2 through a partnership between the City of Las Vegas and the Community College of Southern Nevada. The new park is located adjacent to Opportunity Village and will retain the lush landscaping that is already on this site. This will be the first park in the entire State to be built specifically for people with disabilities. COUNCILMAN McDONALD introduced THALIA DONDERO, President of the Board of Regents, DR. SILVERMAN and MIKE MYERS and declared July 18, 2000 Community College of Southern Nevada Day. He presented them with a Key to the City. Through this partnership the first collegiate soccer field in the State of Nevada dedicated to Women's Collegiate Soccer will be created. This partnership is an achievement that creates visions for the future. COUNCILMAN McDONALD invited everyone to visit the new park once it is complete. MS. DONDERO thanked everyone and asked those people who came for the ceremony to please stand up.

(9:22 - 9:28)

1-219

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:**

SPECIAL RECOGNITION OF MARK SOLOMON AND MARILYN MORAN FOR SERVICE
ON THE PLANNING COMMISSION

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

None required.

MINUTES:

COUNCILMAN REESE stated, "A friend makes the day" and presented MARILYN MORAN, Planning Commissioner, who he met eight years ago while serving on the Planning Commission. MS. MORAN has been very dedicated in finding out the different zoning classifications and what was appropriate for the area she represented. She has been very active in the UMC Medical District and has done a very responsible job for the City of Las Vegas, as well as those she represented. He presented MS. MORAN with a proclamation.

COUNCILMAN BROWN noted that he served with MS. MORAN on the Planning Commission for five years and has worked with her for the past three years. She has represented the citizens of Las Vegas very well by getting through all the legalities, oppositions, and supports, and always achieved what was best for the citizens and their neighborhood. But most importantly, what was fair to all concerned. It has been an honor and a pleasure for him to serve with MS. MORAN.

City of Las Vegas

CITY COUNCIL MEETING OF AUGUST 16, 2000

Public Affairs

Special Recognition of Marilyn Moran

MINUTES – Continued:

COUNCILMAN MACK expressed his appreciation to MS. MORAN for teaching him how to vote with the heart and conscience and to withstand outside pressures. MS. MORAN thanked her friends, co-workers, her father, who is the reason she got involved with the Planning Commission, her husband, the new Nevada State Wild Life Commissioner, and her faithful family and children, who are her biggest fans. She reflected on some of the great things the Planning Commission accomplished during the eight years she was on the Board: The development of Summerlin, which was just a desert; Peccole Ranch when it was only a dream of the late BILL PECCOLE, and the development of the northwest. She is happy to have been a part of the progress in the great City of Las Vegas. In the last 50 years she has seen the Valley grow and she has been proud of that growth, but some has not pleased her.

She recalled COUNCILMAN BROWN when he was a member of the Planning Commission and worked for the Water District, where he introduced the Drought Tolerant Landscaping. She has watched Commissioners become Councilmen and still stay the course, and many Planning directors that left the City with a little something new and special. She was part of the development of the UMC Medical District, something that she would like to see through, as well as watch downtown redevelop. She hopes that she brought something to the Board, which in time to come other Planning Commissioners would follow. They are here not only to follow master plans, but also to hear the people and help them to understand progress. She thanked her fellow Commissioners for their patience and indulgence while she listened to all the residents and to the Council for having an open ear to the Planning Commission's recommendations and trying not to be influenced by the powers that be. She especially thanked Planning staff for making her job a little easier by doing all the homework.

(9:28 – 9:34)

1-600

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF KIDS JAM FOUNDATION 2000****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:**

None required.

MINUTES:

COUNCILMAN WEEKLY commented that he is a living witness that just giving a little exposure and an opportunity, great things can happen. He expressed his gratitude to the entire community. The Kid's Jam Foundation is an organization that has programs that give young people an opportunity to be the best they possibly can. He introduced MICHAEL LLOYD, Kid's Jam Foundation and former UNLV Rebel, and STANLEY BRELAND, Boys & Girls Club of Southern Nevada, who explained what each of these organizations do for the young people of the community. MR. LLOYD explained that the Kid's Jam Foundation was started three years ago in San Diego and after its success decided to move it to Las Vegas. This program helps all the local kids and eventually kids around the world and gives them an opportunity to take advantage of some of the positive role models here in Las Vegas. A three-day program has been scheduled, beginning with a banquet to be held at the Regency Hotel, a three-on-three basketball tournament for some of the celebrities, as well as media companies and on the third day professional athletes from basketball and baseball will teach the kids various fundamentals, as well as give them insight on the importance of staying in school, staying off drugs, and

City of Las Vegas

CITY COUNCIL MEETING OF AUGUST 16, 2000 Public Affairs Recognition of Kids Jam Foundation 2000

MINUTES – Continued:

remaining positive. MR. LLOYD presented the Council with invitations and urged them to attend the tournament to be held at the UNLV North Gym. A silent auction is planned and items such as jerseys from MICHAEL JORDAN, SHAQUILLE O'NEAL, North Carolina, KOBAY BRYANT, and Lakers autographed basketballs. COUNCILMAN WEEKLY praised MR. LLOYD and MR. BRELAND, former UNLV Rebels, for coming back and giving back to the community. Approximately 60 young people from various communities will be attending the different scheduled functions. The proceeds raised will benefit the Southern Nevada YMCA, the Boys and Girls Club of Southern Nevada, as well as the Susan G. Coleman Breast Cancer Foundation.

MR. BRELAND introduced CULONDRA OWENS, (SUE), who attends the Andre Agassi Boys and Girls Club of Las Vegas, and graduated from high school early, by-passing her senior year and has been offered a scholarship to Texas A&M. She volunteers her time at the Boys and Girls Club. JOHNNELL CROPPER, a 4.2 grade point average student, is interested in becoming a nurse or doctor. The Boys and Girls Club works with at-risk kids who either have only one parent or are being raised by grandparents. WILLIAM PENDLETON is an outstanding youth, who has a very caring mother. He wanted to go to summer camp and his mother wrote a three-page letter outlining why he should go to camp. It was amazing to see the concern this single-parent mother had for her son. Thanks to many people, it is possible to run great programs for kids such as SUE, JOHNNELL and WILLIAM. COUNCILMAN WEEKLY commented that giving young people a little exposure and a little incentive goes a long way. Everyone can make a difference and he hopes that everyone will participate in supporting the great endeavors that Kids Jam Foundation is doing because their hard work benefits all kids.

MAYOR GOODMAN wished a happy birthday to ANDREA REITAN, Public Information Office, DEPUTY CITY MANAGER DOUG SELBY, and MAYOR PRO-TEM McDONALD's mother.

COUNCILMAN REESE welcomed his sister from Salt Lake City, who is in town visiting his mother.

(9:34 – 9:43)

1-600

COUNCILWOMAN McDONALD introduced ANNA CHARTRAND, a future Junior at Bishop Gorman High School, who will be shadowing throughout the course of the City Council meeting.

(9:44 – 9:45)

1-956

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 16, 2000**

DEPARTMENT: PUBLIC AFFAIRS**DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF NEVADA RESPONSIBLE GAMING WEEK****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MINUTES:**

The presentation was not made.

(9:43)

1-914

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

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

MOTION:

M. McDONALD – Motion to bring forward and STRIKE Item 34, Item 71, and Item 73, - UNANIMOUS

MINUTES:

MAYOR GOODMAN announced that Item 71 of the Discussion Agenda was stricken, as it was replaced with Item 71A.

There was no related discussion.

(9:43)

1-914

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000**

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

Approval of the Final Minutes by reference of the Regular City Council Meeting of July 19, 2000

MOTION:**M. McDONALD – APPROVED by Reference – UNANIMOUS****MINUTES:**

There was no discussion.

(9:44)

1-940

City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000**

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **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**)

MINUTES:

MAYOR GOODMAN made the announcement.

There was no discussion.

(9:45)

1-965

City of Las Vegas

Agenda Item No.: 4

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****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 16, 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**

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

CITY COUNCIL MEETING OF AUGUST 16, 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.

(9:45 – 9:46)

1-969

City of Las Vegas

Agenda Item No.: 5

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: STEVEN P. HOUCHENS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval and Issuance to Lewex, Inc. of a Certificate of Completion and Quitclaim of Interest for Certain Real Properties Situated in the Spectrum of Las Vegas - Ward 3 (Reese)

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

The Disposition and Development Agreement (DDA) between the City of Las Vegas and Lewex, Inc. (the Developer) requires issuance of a Certificate of Completion and Quitclaim of Interest upon the satisfactory completion of construction on the property, depicted on the map attached hereto, together with all off-site improvements for same. All site construction has been completed on this property, together with all off-site improvements for same. Tenant improvements are currently being completed.

RECOMMENDATION:

It is recommended that this item be approved, and that the City Council authorize the Mayor to sign the Certificate of Completion and Quitclaim of Interest.

BACKUP DOCUMENTATION:

1. Certificate of Completion and Quitclaim of Interest
2. Attachment -- Site Map

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)**

NOTE: Under Item 54 MAYOR GOODMAN requested that the record reflect his abstention on Item 52 due to his business relationship with individuals from Stanpark Homes.

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

CITY COUNCIL MEETING OF AUGUST 16, 2000

Business Development

Issuance to Lewex, Inc. of a Certificate of Completion and Quitclaim of Interest

MINUTES – Continued:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47/9:49 – 9:51)

1-997/1-1103

Recording:
City of Las Vegas

After Recordation, Mail to:

James R. Lewis, Esq.
Lewis Properties, Inc.
14772 Plaza Drive
Tustin, CA 92780

CERTIFICATE OF COMPLETION AND QUITCLAIM OF INTEREST

(Agreement Parcel 1, Phase VIII – 4.152± Acres)

WHEREAS, by Grant Deed, dated for reference December 15, 1999, and recorded February 10, 2000, in Book 20000210, Instrument No. 01161, in the records of the Office of the Recorder of the County of Clark, State of Nevada, THE CITY OF LAS VEGAS, a municipal corporation (hereinafter referred to as the "City"), conveyed to LEWEX, INC., a Nevada corporation, (hereinafter referred to as the "Developer"), certain real property situated in the City of Las Vegas, County of Clark, State of Nevada, described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, said conveyance was made subject to the terms of that certain Disposition and Development Agreement (the "Agreement") executed as of the 13th day of July, 1988, by Developer's predecessor in interest, and by the City on August 17, 1988, said Agreement being recorded by a "Short Form Memorandum" thereof on September 21, 1989, in Book 890921, Instrument No. 00043, in the records of the Office of the Recorder of the County of Clark, Nevada; and

WHEREAS, as referenced in said Grant Deed and Agreement, the City shall furnish the Developer with a Certificate of Completion upon completion of all construction and development, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such Certificate shall be a conclusive determination of satisfactory completion of the development obligations required of Developer by the Agreement; and

WHEREAS, the City has determined that the development of the above described real property has been satisfactorily completed as required by the Agreement;

NOW, THEREFORE, the City hereby certifies that development obligation have been fully and satisfactorily performed and completed, and the City hereby quitclaims, releases and remises to Developer, its successors and assigns, any and all right, title and interest reserved or acquired by the City in or to the property described in the above mentioned Grant Deed by reason thereof or by reason of the Development Agreement or Short Form Memorandum hereinbefore mentioned.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion and Quitclaim of Interest this 22nd day of August, 2000.

CITY OF LAS VEGAS
A Municipal Corporation

By: *[Signature]*

Title: Mayor

ATTEST:


Title: **By: Beverly K. Bridges**
Chief Deputy City Clerk

APPROVED AS TO FORM:

Valsted 8-1-2000

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 21st day of August 2000, personally appeared before me, a Notary Public, Oscar B. Goodman and Beverly K. Bridges respectively, who acknowledged that they executed this instrument.

Vicky Darling
NOTARY PUBLIC,
in and for said County and State



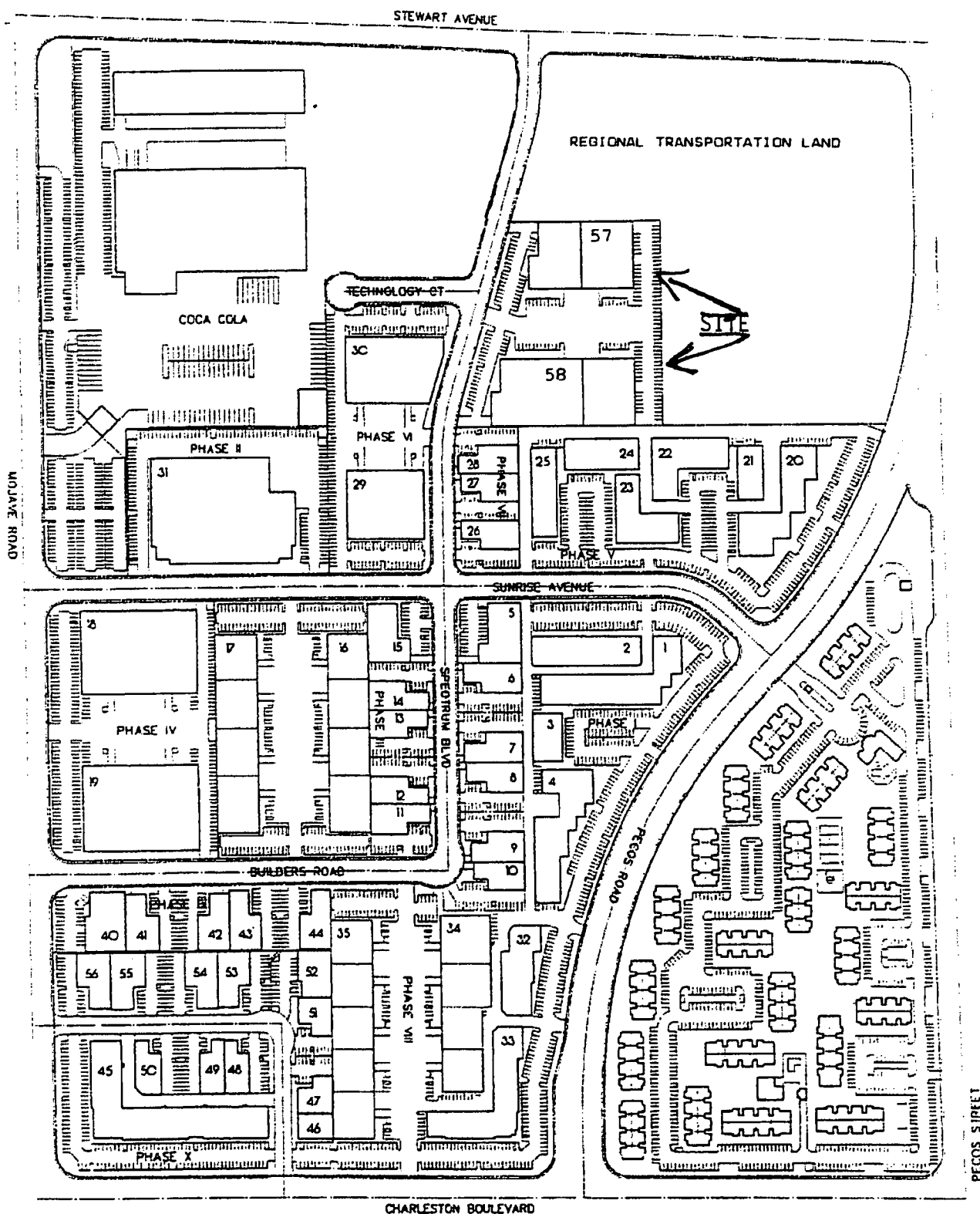
EXHIBIT "A"

A.P.N. 139-36-710-018 (020-661-
4.152 ACRE PARCEL, BLOCK 1
THE LAS VEGAS SPECTRUM

That portion of the Southeast Quarter (SE 1/4) of Section 36, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 1, Block 1 of THE LAS VEGAS SPECTRUM (a commercial subdivision) as shown on the plat thereof on file in Book 43 of Plats, Page 10, also being that certain parcel of land shown as the "REMAINDER OF APN 139-36-710-006" (now APN 139-36-710-018) on the Record of Survey in File 79 of Surveys, Page 16, both of Clark County, Nevada Records, more particularly described as follows:

BEGINNING at the Northwest corner of Parcel "E" as shown on said File 79 of Surveys, Page 16; thence along the North line of Parcel "E" and the North line of Parcel "D" as shown on said File 79 of Surveys, Page 16, North 89°46'30" East 450.00 feet to the most Southerly, Southwest corner of Parcel "C" as shown on said File 79 of Surveys, Page 16; thence along the Westerly line of said Parcel "C", North 00°13'30" East 475.00 feet; thence continuing along the Westerly line of said Parcel "C", South 89°46'30" West 307.41 feet to the Easterly Right-of-Way line of SPECTRUM BOULEVARD (60 feet wide), as shown on said File 79 of Surveys, Page 16; thence along said Easterly Right-of-Way line, South 16°58'22" West 434.69 feet to the beginning of a tangent curve, concave Easterly, having a radius of 445.00 feet; thence continuing along said Easterly Right-of-Way line, Southerly along said curve through a central angle of 07°54'32", an arc length of 61.42 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 180,849 square feet or 4.152 acres, more or less.



THE SPECTRUM OF LAS VEGAS

ATTACHMENT

City of Las Vegas

Agenda Item No.: 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 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**☒**Budget Funds Available**☐**Augmentation Required****Amount:****Dept./Division:** Accounting Operations**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 07/16/00 - 07/31/00

Total Services and Materials Checks	\$ 10,620,103.33
Total Payroll Checks	\$ 4,025,232.20
Total Wire Transfers	\$ 38,483,571.56
Other Checks and Investments	\$ 186,421.99

MOTION:**M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes****Item 34:****STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 6**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Finance and Business Services

Approval of Service an Material Checks/Payroll Checks/Wire Transfers/Other Cheks
and Investments**MINUTES – Continued:**

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Summary of Cash Expenditures for period of 7/16/00 - 7/31/00

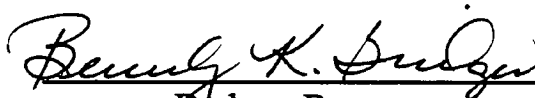
Total Services & Materials Checks :	10,620,103.33
Total Payroll Checks:	4,025,232.20
Total NBS & City Investments :	186,421.99
Total Wire Transfers:	38,483,571.56

Grand Total:	53,315,329.08

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.



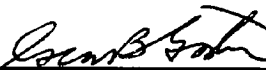
Mark R Vincent
Director of Finance



Barbara Ronemus

City Clerk By: Beverly K. Bridges
Chief Deputy City Clerk

on August 16, 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 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home License, Andrea Carpenter, 1816 Stonehaven Drive, Andrea Carpenter, 100% - Ward 5 (Weekly)

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

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 8

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Family Child Care Home, Jessica Olson, 8137 Guava Nectar Avenue, Jessica Olson, 100% - Ward 6 (Mack)

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

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action** (see individual item)**Items 30, 54 and 65:****APPROVED under separate actions** (see individual items)**MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 9

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Child Care Center/Preschool License subject to the provisions of the planning and fire codes and Health Dept. regulations, C.D. Hall, LLC, dba Candil Hall Early Childhood Education, 5348 North Rainbow Blvd., Jhonna Diller, 38%, Donna Canada, 38%, Glenda Hall, 24% - Ward 6 (Mack)

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

Approval of a new Child Care Center / Preschool License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 10

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Special Event Liquor License for Christ Church Episcopal, Location: 2000 South Maryland Parkway, Date: October 27 & 28, 2000, Type: Special Event Beer/Wine, Responsible Person in Charge: Karinne Confer - Ward 3 (Reese)

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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 11

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Franchise Manager for a Beer/Wine/Cooler Off-Sale Liquor License, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #13694B, 4800 West Washington Ave., Robert E. Lang, Franchise Mgr - Ward 5 (Weekly)

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

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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 12

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership, Location and Business Name and new Store Director for a Package Liquor License subject to the provisions of the fire codes and Health Dept. regulations, From: American Drug Stores, Inc., dba Lucky Discount Center #695, 3121 North Rancho Drive (non-operational), Martin A. Sholtens, Pres, Mary V. Sloan, Secy, To: Albertsons, Inc., dba Albertsons #6090, 7075 West Ann Road, Kaye L. O'Riordan, Secy, John F. Boyd, Treas, Rodney L. Padgett, Store Dir - Ward 6 (Mack)

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

Approval of Change of Ownership, Location and Business Name and new Store Director for a Package 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 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 12**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Finance and Business Services

Change of Ownership, Location and Business Name – American Drug Stores, Inc., dba
Lucky Discount Center #695, To: Albertsons, Inc., dba Albertsons #6090**MINUTES – Continued:**

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of Officer for a Tavern Liquor License, Lone Star Steakhouse and Saloon of Las Vegas, Inc., dba Lone Star Steakhouse and Saloon, 1611 South Decatur Blvd., Gerald T. Aaron, Secy, Treas - Ward 1 (M. McDonald)

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

Approval of Officer for a Tavern Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of Officer for a Tavern Liquor License, Lone Star Steakhouse and Saloon of Las Vegas, Inc., dba Lone Star Steakhouse and Saloon, 3131 North Rainbow Blvd., Gerald T. Aaron, Secy, Treas - Ward 4 (Brown)

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

Approval of Officer for a Tavern Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 15

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 10 slots, Darnick, Inc., dba From: Club Bamboleos, To: Tongue N Groove, 713 East Ogden Avenue, Teri G. Galardi, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

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

Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 10 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and **COUNCILWOMAN McDONALD** requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 16

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Slot Operator Space Lease Location Restricted Gaming License for 15 slots, Cardivan Company, db at Albertson's #6090, 7075 West Ann Road, 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 Slot Operator Space Lease Location Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Independent Massage Therapist License, Rebecca Kerns, dba Rebecca Kerns, 3514 White Diamond Drive, Rebecca J. Kerns, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 18

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Teranda Basey, dba Best Massage, 908 Dusty Creek Street, Teranda E. Basey, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 19

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Jillian B. Eisnor, dba Jillian B. Eisnor, 3270 North Buffalo Drive, Suite B, Jillian B. Eisnor, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Independent Massage Therapist License, Laura Granich, dba Laura Granich, 4355 South Durango Drive, Unit 135, Laura F. Granich, 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 5-33 and 35-64 – **UNANIMOUS** with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, 4942 Roswell Street, Natalia E. Mendez, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Independent Massage Therapist License, Cheryl Ann Smith, dba Cheryl Ann Smith, 7310 Smoke Ranch Road, Suite M, Cheryl A. Smith, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 23

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Monica Yerman, dba Monica Yerman, 3630 North Rancho Drive, Suite 105, Monica J. Yerman, 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 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, Cynthia Breck, dba Cynthia Breck, From: 7310 Smoke Ranch Road, Suite M, To: 8440 West Lake Mead Blvd., Suite 110, Cynthia Breck, 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 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Massage Establishment subject to the provisions of the fire codes, Leping Stepp, dba Imperial Chinese Massage, 700 East Sahara Ave., Suite C, Leping Stepp, 100% - Ward 3 (Reese)

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

Approval of a new Massage Establishment

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD - APPROVED Consent Items 5-33 and 35-64 - UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Massage Establishment License, Litenup Massage Co., a Nevada General Partnership, dba Litenup Massage Co., 8370 West Cheyenne Ave., Suite 106, Dusty L. Hawkins, Gen Ptnr, 50%, Kelli A. Athanas Gen Ptnr, 50% - Ward 4 (Brown)

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

Approval of a new Massage Establishment License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a new Massage Establishment License, Matthews & Matthews, dba Casual to Extreme, 3270 North Buffalo Drive, Suite B, Debbra L. Matthews and Robert E. Matthews, 100% jointly as husband and wife - Ward 4 (Brown)

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

Approval of a new Massage Establishment License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 28

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Massage Establishment License, Suzanne Nicole, Inc., dba, Nicole's Wellness Spa, 8871 West Sahara Ave., Suite 100, Steven E. Nelson, Dir, Pres, 88% jointly with spouse, 6% individually, Suzanne N. Nelson, Dir, Secy, Treas, 88% jointly with spouse, 6% individually - 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 Massage Establishment License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 29

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: Kendall Trotter, 100%, To: Appliance Outlet, dba Appliance Outlet, 1404 East Charleston Blvd., Sebastian Casorla, Jr., Ptnr, 50%, Serafin T. Villanueva, Ptnr, 50% - Ward 3 (Reese)

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

Approval of Change of Ownership for a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 30

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 00.1739.13-LED, Elkhorn and Durango Parks - Phase 2; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: M & H ENTERPRISES dba MARTIN HARRIS CONSTRUCTION (\$3,033,647 - Capital Projects Fund)

Fiscal Impact☐**No Impact****Amount: \$3,033,647**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

This project consists of the construction of one 90 foot baseball field, two 65 foot baseball fields, one group picnic shelter, tot-lot with shade fabric, parking lot pavement, landscaping and site electrical. Also includes additional alternate items, a roller-hockey court and skateboard park.

POC: Pat Warren - 385-5257

RECOMMENDATION:

That the City Council approve the award of Bid Number 00.1739.13-LED, Elkhorn and Durango Parks - Phase 2 to M & H Enterprises dba Martin Harris Construction in the amount of \$3,033,647 and approve a construction conflicts and contingency reserve of \$200,000.

BACKUP DOCUMENTATION:

None

MOTION:**MACK - APPROVED as recommended - UNANIMOUS**

DEPUTY DIRECTOR JOHN McNELLIS, Public Works, gave an update on the project as requested by COUNCILMAN MACK. The project is Phase 2 of the Elkhorn and Durango Parks, recently renamed Mountain Ridge Park. During this phase, one 90-foot baseball field and two 64-foot baseball fields will be added on the southeast corner and two tennis courts will be located south of the main driveway. Martin Harris Construction was selected as contractor for this project. A roller-hockey court and skateboard park are included as additional alternate items. The notice to proceed will be issued shortly and construction completion is expected to be early next year.

*City of Las Vegas***Agenda Item No.: 30**

CITY COUNCIL MEETING OF AUGUST 16, 2000
Finance and Business Services
Bid Number 00.1739.13-LED

MINUTES- Continued:

There was no further discussion.

(9:47 – 9:49)

1-1017

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 00.1739.13-LED

DATE of CONTRACT August 16, 2000

NAME AND ADDRESS OF CONTRACTOR

M & H Enterprises dba Martin - Harris Const.
1900 Western Ave.
Las Vegas, NV 89102

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Elkhorn and Durango Parks Phase 2** all in strict accordance terms, conditions, and specifications of **Formal Bid 00.1739.13-LED**, and **M & H Enterprises dba Martin-Harris Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Three Million Thirty-Three Thousand Six Hundred Forty-Seven Dollars and 00/Cents

\$3,033,647.00

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

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

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

Formal Bid 00.1739.13-LED

Contract Drawings No. 659.98A- Date: April 2000

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

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

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

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN **One Hundred Fifty (150)** CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of One Thousand Dollars (\$ 1,000.00) 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.

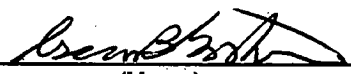
ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

None

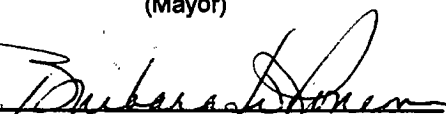
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

CONTRACTOR

By 
(Mayor)

(M & H Enterprises dba Martin-Harris Const.)

Attest 
(City Clerk)

Approved as to form:

Robert J. Flynn 8-29-00
Date

By <u></u>	(Signature)
<u>V.P.</u>	(Title)
Attest <u></u>	(Secretary)

INSTRUCTIONS

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

BOND NUMBER 929165983

DATE EXECUTED 8/25/00

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.250. 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 *\$3,033,647.00*, 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. *Three Million, Thirty Three Thousand, Six Hundred Forty Seven and No/100---

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 00.1739.13- of the City's specifications, entitled Elkhorn and Durango Parks Phase 2 LED

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 25th day of August, ~~19~~ 2000

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

Roger A. Hill

(Resident Agent)

License #27189

(State of Nevada, License Number)

Brandise & Martinent

(Appointed Agent Name)

By:

(Signature)

Address: 2110 East Flamingo Road
Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

M&H Enterprises dba Martin-Harris Construction

(Principal Contractor)

PAT WARREN V.P.

(Authorized Representative and Title)

By:

(Signature)

Surety: National Fire Insurance Company of
Hartford #10506

(State of Nevada, License Number)

Roger A. Hill, License #27189

(Appointed Agent Name)

By:

Roger A. Hill, Signature: Attorney-in-fact
Address: 2110 East Flamingo Rd., Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

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 "370", CURRENT REVISIONS)

State of Nevada
County of Clark

ss:

On August 25, 2000
therein, duly commissioned and sworn, personally appeared

, before me, a Notary Public in and for said County and State, residing
Roger A. Hill

Known to me to be Attorney-in-Fact of National Fire Insurance Company of Hartford
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires

Jan 27 2002

Catherine L. Mara
Notary Public

360212-6-86



LABOR AND MATERIAL PAYMENT BOND

CITY COUNCIL MEETING OF AUGUST 16, 2000

Pg. 73

BOND NUMBER 929165983

DATE EXECUTED 8/25/00

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 *\$3,033,647.00* 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. *Three Million, Thirty Three Thousand, Six Hundred Forty Seven and No/100---

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 00.1739.13- of the City's specifications, entitled Elkhorn and Durango Parks Phase 2 LED

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 25th day of August, ~~xx~~ 2000

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

Roger A. Hill

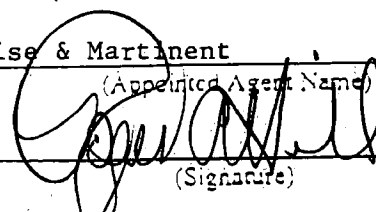
(Resident Agent)

License #27189

(State of Nevada, License Number)

Brandise & Martinent

(Appointed Agent Name)

By: 

(Signature)

Address: 2110 East Flamingo Road

Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

M&H Enterprises dba Martin-Harris Construction
(Principal Contractor)

PAT WARREN V.P.
(Authorized Representative and Title)

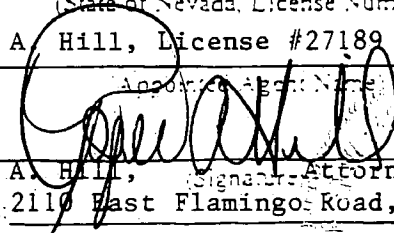
By: PAT Wa
(Signature)

Surety: National Fire Insurance Company of
Hartford
#10506

(State of Nevada, License Number)

Roger A. Hill, License #27189

(Appointed Agent Name)

By: 
Roger A. Hill, Attorney-in-fact
Address: 2110 East Flamingo Road, Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

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)

State of Nevada
County of Clark

ss:

On August 25, 2000
therein, duly commissioned and sworn, personally appeared

, before me, a Notary Public in and for said County and State, residing:
Roger A. Hill

known to me to be Attorney-in-Fact of National Fire Insurance Company of Hartford
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires

Jan 27 2002

Catherine L. Mara
Notary Public

360212-6-88



GUARANTEE BOND

BOND NUMBER 929165983
DATE EXECUTED 8/25/00

Pg. 75
CITY COUNCIL MEETING OF AUGUST 16, 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 M&H Enterprises dba Martin-Harris Construction
1900 Western Ave., Las Vegas, Nevada 89102

(Name and Address of Prime Contractor)

Bid No. 00.1739.13-LED Elkhorn and Durango Parks Phase 2

We hereby guarantee that the _____ 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 25th day of August, ~~xx~~ 2000

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

Roger A. Hill
(Resident Agent)

License #27189
(State of Nevada License Number)

Brandise & Martinent
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 2110 East FLamingo Road
Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

Telephone: (702) 735-1933
(Local Agent)

Telephone: 800-262-7873
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

M&H Enterprises dba Martin-Harris Construction
(Principal Contractor)

Pat Warren U.P.
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety National Fire Insurance Company of
Hartford #10506
(State of Nevada License Number)

Roger A. Hill, License #27189
(Appointed Agent Name)

By: [Signature]
Roger A. Hill, Attorney-in-fact
Address: 2110 East Flamingo Rd., Suite 300

Las Vegas, Nevada 89119

Telephone: (702) 735-1933

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).

State of Nevada
County of Clark

ss:

On August 25, 2000
therein, duly commissioned and sworn, personally appeared

, before me, a Notary Public in and for said County and State, residing
Roger A. Hill

known to me to be Attorney-in-Fact of National Fire Insurance Company of Hartford
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires

Jan 27 2002

Catherine L. Mara
Notary Public

360212-5-66



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Dennis M. Stiley, Roger A. Hill, Anne E. Hill, Jason L. Gargala, Eugenia R. Paulson, Individually

of Las Vegas, Nevada

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

- In Unlimited Amounts -

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

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

In-Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 24th day of July, 2000.



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

Michael Gengler

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 24th day of July, 2000, before me personally came Michael Gengler, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

"OFFICIAL SEAL"
DIANE FAULKNER
Notary Public, State of Illinois
My Commission Expires 9/17/01
My Commission Expires September 17, 2001

Diane Faulkner

Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 25th day of August, 2000.



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

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

"Article IX—Execution of Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

POLICY ID
MARTI-2DATE (MM/DD/YY)
08/21/00

PRODUCER

Brandise & Martinet Insurance
2110 East Flamingo Rd., #300
Las Vegas NV 89119
Phone: 702-735-1933 Fax: 702-796-1349

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

INSURERS AFFORDING COVERAGE

INSURED

Martin Harris Construction In
1900 Western Ave
Las Vegas NV 89102

INSURER A: Travelers Indemnity Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	DTCO783N6397TIA99	10/01/99	10/01/00	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	DT810783N6397TIL99	10/01/99	10/01/00	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY	DTSRCUP783N6397TIL99	10/01/99	10/01/00	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS ☐ OTH-ER	
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE - EA EMPLOYEE				\$	
	E.L. DISEASE - POLICY LIMIT				\$	
A	OTHER Builders Risk-Sub Policy Provisions	QT660755G345ATIL00	08/26/00	09/26/01	All Risk	\$3,033,647. \$2500 Ded

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

Certificate Holder As Additional Insured per Attached CG2026. Regarding
Elkhorn & Durango Park MHC Job #1-00-00900. BID# 00.1739.13 - LED Primary &
Non-Contributory.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

CITYL-1

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 INSURER WILL MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO LIABILITY ON THE INSURER
AND NO KIND UPON THE INSURER, TO AGENTS OR REPRESENTATIVES.

Roger Hill

CG2026 11 85

Policy Number: DTCO783N6397TIA99
Project Name: Elkhorn & Durango Park MHC Job #1-00-00900
BID # 00.1739.13 LED

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Persons or Organization:**

City of Las Vegas
Purchasing and Contracts
First Floor City Hall Complex
400 East Stewart Avenue
Las Vegas, Nevada 89101

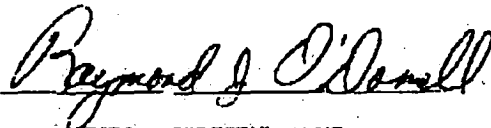
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

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

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

PRIMARY & NON-CONTRIBUTORY:

Such insurance afforded by this policy for the benefit of the additional insureds shall be primary insurance but only as respects any claims, loss or liability arising out of the operations of the named insured, and any insurance maintained by the additional insured shall be non-contributing.

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE				M/D/Y 02/01/99	
ISSUER NEVADA RISK MANAGEMENT, INC. 2721 Losee Road, Suite G North Las Vegas, NV 89030 (702) 657-8431		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 BELOW.			
		COVERAGE AFFORDED BY:			
		A. Construction Industry Workers' Compensation Group Nevada Division of Insurance Certificate # 5006			
COVERED COMPANY MARTIN HARRIS CONSTRUCTION, INC. 1900 WESTERN AVENUE LAS VEGAS, NV 89102		B. C. D.			
COVERAGES		CANCELLATION			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS					
TYPE OF COVERAGE Workers' Compensation Employers Liability	CERTIFICATE #5006	EFFECTIVE 2/1/96	EXPIRATION 2/1/2002	LIMITS STATUTORY \$2,100,000	
DESCRIPTION: Certificate Holder is Additional insured with respect to: ALL NEVADA JOBS (OTHER ADDITIONAL INSURED:					
CERTIFICATE HOLDER		CANCELLATION			
CERTIFICATE # 98-00- CIWCG -1063 NEVADA STATE CONTRACTORS BOARD 4220 S. MARYLAND PKWY., BLDG. D SUITE 800 LAS VEGAS, NV 89119-		SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE OF CANCELLATION WILL BE MAILED TO THE CERTIFICATE HOLDER NAMED TO THE LEFT WITHIN <u>30 DAYS</u> OF SAID CANCELLATION. BUT FAILURE TO MAIL SUCH NOTICE WILL IMPOSE NO OBLIGATION ON THE GROUP, ITS AGENTS OR REPRESENTATIVES.			
		 AUTHORIZED REPRESENTATIVE			
Nevada Risk Management, Inc. Form 98-101					

City of Las Vegas

Agenda Item No.: 31

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 99.1739.14-LED (Revised), restroom augmentation at four City parks; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: EDDIE GENERAL CONSTRUCTION (\$588,260 - Capital Projects Fund)

Fiscal Impact☐**No Impact****Amount: \$588,260**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

In general, the work includes new construction of four (4) prototype restroom structures in four (4) different park locations, connection of existing utilities and site improvements. Work includes connection of water, sewer, power and communications; concrete foundations and slab; plain, concrete block; steel supports; steel roof deck; landscape irrigation and other site improvements.

POC: Edgard Sargi, 558-7773

RECOMMENDATION:

That the City Council approve the award of Bid Number 99.1739.14-LED (Revised), restroom augmentation at four City parks to Eddie General Construction in the amount of \$588,260 and approve a construction conflict and contingency reserve of \$81,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)**

*City of Las Vegas***Agenda Item No.: 31**

CITY COUNCIL MEETING OF AUGUST 16, 2000
Business and Finance Services
Bid Number 99.1739.14-LED

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.1739.14-LED Revised

DATE of CONTRACT August 16, 2000

NAME AND ADDRESS OF CONTRACTOR

Eddie General Construction
401 Max Court
Henderson, NV 89015

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Park Augmentation** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.1739.14-LED Revised**, and **Eddie General Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Five Hundred Eighty-eight Thousand Two Hundred Sixty and 00/Cents

\$588,260.00

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

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

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

Formal Bid 99.1739.14-LED Revised

Contract Drawings No. 650.53- Date: May 2000

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

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

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

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN **One Hundred Thirty (130)** CALENDAR DAYS
AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of Two Hundred dollars (\$ 200.00) 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.

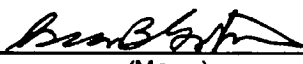
ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

None

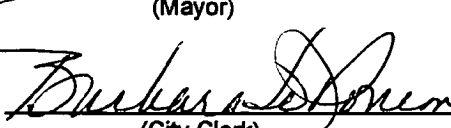
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

CONTRACTOR Eddie General Construction

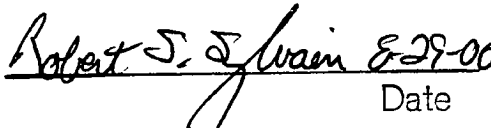
By 
(Mayor)

(Name of Contractor)

Attest 
(City Clerk)

By <u></u> (Signature)
 (Title) <u></u>
Attest _____ (Secretary)

Approved as to form:


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 BONDBOND NUMBER SP22477571DATE EXECUTED 8/24/00

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 \$588,260.00, 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. 99.1739.14, of the City's specifications, entitled PARKS AUGMENTATION - RESTROOMS

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 24th day of AUGUST, 19 2000

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

PATRICIA A. GLEESON
(Resident Agent)

#28161
(State of Nevada, License Number)

MCFADDEN INSURANCE AGENCY, INC.
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: P.O. BOX 26987

LAS VEGAS, NV 89126

Telephone: 702-365-9800

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

EDDIE GENERAL CONSTRUCTION
(Principal Contractor)

EDGARD T. SARGI, OWNER
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: WESTERN SURETY COMPANY

#829
(State of Nevada, License Number)

Patricia A. Gleeson
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: P.O. BOX 26987

LAS VEGAS, NEVADA 89126

Telephone: 702-365-9800

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 BONDBOND NUMBER SP22477571
DATE EXECUTED 8/24/00

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 \$588,260.00, 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. 99.1739.14 of the City's specifications, entitled PARKS AUGMENTATION - RESTROOMS

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 24TH day of AUGUST, 2000

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

Patricia A. Gleeson
(Resident Agent)

#28161
(State of Nevada, License Number)

MCFADDEN INSURANCE AGENCY, INC
(Appointed Agent Name)

By: 
(Signature)

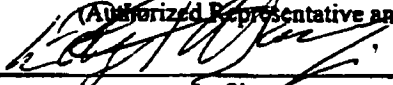
Address: P.O. Box 26987
Las Vegas, Nevada 89126

Telephone: 702-365-9800

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

EDDIE GENERAL CONSTRUCTION
(Principal Contractor)

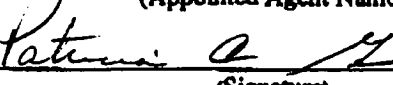
EDGARD T. SARGI, OWNER
(Authorized Representative and Title)

By: 
(Signature)

Surety: WESTERN SURETY COMPANY

#829
(State of Nevada, License Number)

Patricia A. Gleeson
(Appointed Agent Name)

By: 
(Signature)

Address: P.O. Box 26987

Las Vegas, NV 89126

Telephone: 702-365-9800

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).



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPYBond No. SP22477571

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint PATRICIA A. GIBSON

its true and lawful attorney-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Eddie General ConstructionObligee: City of Las Vegas, NVAmount: \$588,266.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

2000 authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 24, but until such time shall be irrevocable and in full force and effect.

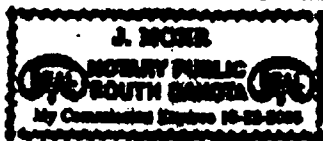
In Witness Whereof, Western Surety Company has caused these presents to be signed by its President, Stephen T. Pate, and its corporate seal to be affixed this 24th day of August, 2000.



WESTERN SURETY COMPANY

Stephen T. Pate
Stephen T. Pate, President

On this 24th day of August, in the year 2000, before me, a notary public, personally appeared Stephen T. Pate, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of August, 2000.

WESTERN SURETY COMPANY

Stephen T. Pate
Stephen T. Pate, President

DATE (MM/DD/YY)
08/18/2000

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.

INSURERS AFFORDING COVERAGE

INSURER A:	Clarendon America
INSURER B:	N A I C C
INSURER C:	Employers Ins. Co. of Nevada
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	UCLT6000119	04/21/2000	04/21/2001	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRDDUCTS - COMP/OP AGG	\$ 1,000,000
GENERAL AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO- JECT ☐ LOC					
B	AUTOMOBILE LIABILITY	NAC1025394	04/15/2000	04/15/2001	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC AUTO ONLY:	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NWC17108609	11/12/1999	11/12/2000	☐ WC STATU- TORY LIMITS ☐ OTH- ER	
	E.L. EACH ACCIOENT				\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
	OTHER					

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

DESCRIPTION OF OPERATIONS	LOCATIONS	VEHICLES	EXCLUSIONS	AMOUNT
Project: Park Restrooms		99.1739	14 LED	

Certificate holder is named as additional insured with respects to the above named project.

*****See Attached Endt Form*****

****Revised Certificate****

[illegible]

CITY COUNCIL MEETING OF AUGUST 16, 2000

Named Insured: Eddie General Construction
Commercial General Liability
Policy No: UCLT6000119

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**Additional Insured-Owners, Lessees or
Contractors - Schedule Person or Organization**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part.

Schedule

Name of Person or Organization:

City of Las Vegas
Purchasing and Contracts
First Floor City Hall Complex
400 E Stewart Ave.
Las Vegas, NV 89101

Project: Park Restrooms 99.1739.14 LED

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

Who Is An Insured (Section II) is amended to included as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The City of Las Vegas, its officers, employees and volunteers are insured with respect to Liability arising out of the activities by or on behalf of the named insured in connection with this project.

City of Las Vegas

Agenda Item No.: 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of award of Bid Number 000093-LED, annual requirements contract for non-Microsoft software - Department of Information Technologies - Award recommended to: COMPUTER INTELLIGENCE ASSOCIATION, INC. (Estimated annual amount of \$150,000 - General Fund)

Fiscal Impact☐**No Impact****Amount:** Estimated \$150,000☒**Budget Funds Available****Dept./Division:** Information Technologies☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

This requirement will provide for an annual requirements contract for non-Microsoft software to be delivered to the Department of Information Technologies of the City of Las Vegas on an as needed basis for use by various City Departments.

POC: Ray Rashidian (888) 347-8283

RECOMMENDATION:

That the City Council approve the award of Bid Number 000093-LED, annual requirements contract for non-Microsoft software to Computer Intelligence Association, Inc. in the estimated annual amount of \$150,000 for the period from date of award through 7/31/01 with three (3) one-year options to renew.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 32**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Finance and Business Services

Item 32 – Bid Number 000093-LED

MINUTES – Continued:

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 33

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of rescission of award and reaward of Bid Number 000045, line number 7, annual requirements contract for traffic paint - Department of Public Works - Award recommended to: PERVO (Estimated annual amount of \$15,000 - General Fund)

Fiscal Impact☐**No Impact****Amount:** Estimated \$15,000☒**Budget Funds Available****Dept./Division:** Public Works☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

On 4/26/99 the City Council awarded Bid Number 000045, ARC for traffic paint, to Morton Traffic Markings, for the period from date of award thru 1/31/00 w/ 4 one year options to renew. Vendor has requested to terminate line 7 due to inability to meet minimum specifications. In accordance with NRS 332.065, section 3, the governing body may reaward a contract to the next lowest responsive and responsible bidder if the low bidder does not supply goods/services in accordance with the bid specifications. Pervo has agreed to honor their original bid price.

POC: John Haupenthal - (800) 892-3647

RECOMMENDATION:

That the City Council rescind award and reaward Bid Number 000045, line number 7, annual requirement for traffic paint to Pervo for the period of date of award through 1/31/01 in the estimated annual amount of \$15,000.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:

STRICKEN under separate action (see individual item)

Items 30, 54 and 65:

APPROVED under separate actions (see individual items)

*City of Las Vegas***Agenda Item No.: 33**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Finance and Business Services

Item 33 – Bid Number 00045 - PERVO

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 34

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval to transfer funds from the City Centre Development Corporation budget to create an Administrative Secretary (AP3) and a Senior Management Analyst (AP6) in the Office of Business Development effective September 5, 2000. (\$143,705 from the General Fund)

Fiscal Impact☐**No Impact****Amount: \$143,705**☒**Budget Funds Available****Dept./Division: City Centre Development Corp**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

The creation of these two positions is necessary to meet the current and anticipated Office of Business Development workload demand as part of the reorganization of the City Centre Development Corporation. This reorganization will result in a net savings to the City. Funding for positions to be made by charges to Redevelopment Agency Funds.

RECOMMENDATION:

It is recommended that the positions be created.

BACKUP DOCUMENTATION:

Human Resources Employee/Position Request forms

MOTION:

M. McDONALD – Motion to bring forward and STRIKE Item 34, Item 71, and Item 73, - UNANIMOUS

MINUTES:

MAYOR GOODMAN announced that Item 71 of the Discussion Agenda was stricken, as it was replaced with Item 71A.

There was no related discussion.

(9:43)

1-914

City of Las Vegas
Human Resources Employee/Position Request (EPR)

Action # 06333CM

Department: City Manager's Office
Division: Office of Business Development
Contact Person: Rick Anderson
Contact Phone Ext: 6961

Date Initiated: 8/3/00
Effective Date: September 5, 2000
Council Target Agenda Date: August 16, 2000
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

Employee Requests: Not Applicable
If other was selected, explain here:

Current (For Dept. Use)

Position #:		Position Name (if under/over-filled):
Job Title:		Grade:
Grade:		Scheduled Hours per Week:
Position Type: Regular		Duration:
Position Status: Straight Fill		
Costing Org.:	Funding Source: General Fund	Function: General Government

Proposed (For Dept. Use)

Position #:		Position Name (if under/over-filled):
Job Title: Senior Management Analyst		Grade:
Grade: AP6		Scheduled Hours per Week:
Position Type: Regular		Duration:
Position Status: Straight Fill		
Costing Org.: 17101	Funding Source: General Fund	Function: Economic Development

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.
The creation of this position is necessary to meet the current and anticipated Office of Business Development workload demand as part of the reorganization of the City Centre Development Corporation. This reorganization will result in a net savings to the City.

Job Analysis requested: No

Human Resources Information

Human Resources recommends that the positions be created to support necessary workload demand.

Finance & Business Services Information

Fiscal impact of salary plus benefits:

Current fiscal year \$ 67,158 Annualized \$ 75,917 * Current fiscal year budgeted amount \$ -0-
Finance Notes: Fiscal Impact calculated at Grade A06, midpoint. Funding for position to be made by charges to Redevelopment Agency funds. This position is an addition to the General Fund that will be funded using cost savings resulting from not contributing the CCDC administration.

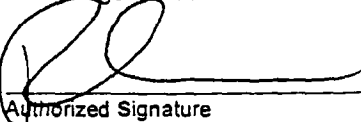
New position #, if applicable: Budget Augmentation: ☒ Budget Augmentation requires Council approval.

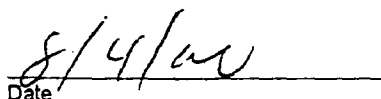
Calculated by:	L. Kutch	Date: 8/4/2000
Analyst:	JShapiro	Date: 8/4/00
Manager:	CFalder	Date: 8/4/00
Entered by:		Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Hourly positions; Human Resources Director or designee 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

City of Las Vegas

Human Resources Employee/Position Request (EPR)

Action # 06334CM

97

Department: City Manager's Office
Division: Office of Business Development
Contact Person: Rick Anderson
Contact Phone Ext: 6961

Date Initiated: 8/3/00
Effective Date: September 5, 2000
Council Target Agenda Date: August 16, 2000
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

Pg.

Employee Requests: Not Applicable
If other was selected, explain here:

Current (For Dept. Use)

Position #: _____
Job Title: _____ Position Name (if under/over-filled): _____
Grade: _____ Grade: _____
Position Type: Regular Scheduled Hours per Week: _____
Position Status: Straight Fill Duration: _____
Costing Org.: _____ Funding Source: General Fund Function: General Government

Proposed (For Dept. Use)

Position #: _____
Job Title: Administrative Secretary Position Name (if under/over-filled): _____
Grade: AP3 Grade: _____
Position Type: Regular Scheduled Hours per Week: _____
Position Status: Straight Fill Duration: _____
Costing Org.: 17101 Funding Source: General Fund Function: Economic Development

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.
The creation of this position is necessary to meet the current and anticipated Office of Business Development workload demand as part of the reorganization of the City Centre Development Corporation. This reorganization will result in a net savings to the City.

Job Analysis requested: No

Human Resources Information

Human Resources recommends that the positions be created to support necessary workload demand.

Finance & Business Services Information

Fiscal impact of salary plus benefits:

Current fiscal year \$ 56,540 Annualized \$ 67,788 * Current fiscal year budgeted amount \$ -0-
Finance Notes: Fiscal Impact calculated at Grade AP03 (proposed employee actual rate). Funding for position to be made by charges to Redevelopment Agency. This position is an addition to the General Fund that will be funded using cost savings resulting from not contributing the CCDC administration.

New position #, if applicable: _____ Budget Augmentation: ☒ Budget Augmentation requires Council approval.

Calculated by: L. Kutch Date: 8/4/2000
Analyst: J Shapiro Date: 8/4/00
Manager: CFalder Date: 8/4/00
Entered by: _____ Date: _____

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Hourly positions; Human Resources Director or designee 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

City of Las Vegas

Agenda Item No.: 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

DEPARTMENT: LEISURE SERVICES**DIRECTOR:****DR. BARBARA P. JACKSON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Clark County Community Development Block Grant Interlocal Agreement to provide funds to Cultural & Community Affairs/Reed Whipple Cultural Center for the New Directions At-Risk Program (\$1,900 grant award)

Fiscal Impact☒**No Impact****Amount:** \$1,900 grant award☐**Budget Funds Available****Dept./Division:** Leisure Services/Cultural☐**Augmentation Required****Funding Source:** Grant Award**PURPOSE/BACKGROUND:**

The grant is to provide art classes to juvenile offenders who are in custody with the Clark County Family & Youth Services Department. Cultural & Community Affairs and Clark County Family and Youth Services have been in partnership to provide these services for three and a half years. The Community Development Block Grant was an additional source of funding to continue the program for another year

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

- 1) Agenda Memo
- 2) Interlocal Agreement

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 35**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Leisure Services Department

Item 35 – Clark County Community Development Block Grant Interlocal Agreement –
Cultural & Community Affairs/Reed Whipple Cultural Center – At-Risk Program**MINUTES – Continued:**

There was no related discussion.

(9:46 - 9:47)

1-997

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: AUGUST 16, 2000****DEPARTMENT: LEISURE SERVICES****ITEM DESCRIPTION: INTERLOCAL AGREEMENT/NEW DIRECTIONS**

Clark County Community Development Block Grant Committee has approved a \$1,900 grant to fund the New Directions At-Risk Program. Cultural & Community Affairs and the Clark County Family and Youth Services have partnered for three years to provide arts programming to juvenile offenders ages 10-17 who have been adjudicated to either an after-school program in Las Vegas or are in residence at the Spring Mountain Youth Camp (approximately 55% are city of Las Vegas residents). The program has proven to be successful in opening communication and behavior modification with the youth.

**INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO
THE CITY OF LAS VEGAS
FOR THE REED WHIPPLE CULTURAL CENTER
NEW DIRECTIONS AT-RISK PROGRAM**

WHEREAS, Clark County, Nevada ("the County"), has entered into a grant Agreement with the United States Department of Housing and Urban Development ("HUD"), for participation in the Community Development Block Grant ("CDBG") program under the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

WHEREAS, the County is responsible for the administration, implementation, planning and evaluation within its respective jurisdiction of the CDBG Program and for the HUD Consolidated Plan (the "Plan"); and

WHEREAS, the CITY OF LAS VEGAS ("Subrecipient"), is an incorporated city within Clark County, Nevada (the "County"), located at 400 East Stewart Avenue, Las Vegas, Nevada, 89101, which seeks funds for the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard, Las Vegas, Nevada 89101, (the "Project"); and

WHEREAS, NRS 277.180 allows the COUNTY to enter into interlocal agreements with other public agencies for the provision of services and facilities; and

WHEREAS, the County's Department of Family and Youth Services is finding appropriate means of combating and/or preventing the occurrence of delinquent behavior by its youth population; and

WHEREAS, the City of Las Vegas, Parks and Leisure Activities, is able to provide the services of a professional artist who will instruct youth under the supervision of the Clark County Department of Family and Youth Services in an arts-based curriculum, to include art space for classes six (6) days per week, including materials; and

WHEREAS, the City of Las Vegas, a municipal corporation of the State of Nevada (the "City" or "Subrecipient") and the County, pursuant to Nevada Revised Statutes Section 277.180, desire to jointly provide for Art Programming under the Community Development Block Grant; and

WHEREAS, the Reed Whipple Cultural Center has requested financial assistance from the County to assist with the cost of the Project, with such Project to occur at 821 North Las Vegas Boulevard in Las Vegas, Nevada;; and

WHEREAS, Subrecipient has applied to the County for grant assistance to fund the Program, and the County intends to provide CDBG grant assistance; and

WHEREAS, Subrecipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, and the City Council of the City of Las Vegas, Nevada, that County funds be provided to Subrecipient for the Project, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide a maximum of ONE THOUSAND NINE HUNDRED AND NO/100TH DOLLARS (\$1,900) in Fiscal Year 2000/2001 Community Development Block Grant funds (the "Funds") to Subrecipient for the New Directions At-Risk Program at the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard, in Las Vegas for the Program, for Fiscal Year 2000/2001, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. Subrecipient will provide program services to clients in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

II. General Conditions

A. Subrecipient will obtain any and all federal, state, and local permits and licenses required to execute the Project, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Subrecipient to be bound by all City and County ordinances and state and federal statutes as required.

C. Subrecipient has requested the financial support of the County to enable Subrecipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the Project except the provision of financial support and the receipt of such reports as are provided for in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Subrecipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Subrecipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent to the County.

D. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. Subrecipient shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether objectives of the Project are being achieved;
- (2) Whether the Program is being conducted in an effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the County contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, or independent auditors contracted by the County, shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted access to all of the records of Subrecipient which relate to the Project.

F. Subject to the limitations set forth in NRS 41.035, Subrecipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by, in connection with or arising out of any activity which is undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorney's fees incurred by the County in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred in enforcing or obtaining compliance with the provisions of this Agreement.

G. Subrecipient will not use any funds or resources which are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

H. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

I. No officer, agent, consultant, or employee of Subrecipient may use his or her

position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his household, any business entity in which he has a financial interest or any other person.

J. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

K. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

L. No officer, agent, consultant, employee, or elected or appointed official of the County, or Subrecipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

M. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

A. Subrecipient shall record all costs of the Project by budget line items which shall be supported by adequate source documentation including checks, invoices, contracts, vouchers, orders and other accounting documents which demonstrate in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County. Such persons shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects and programs under the County's administration.

IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2001. An extension of the June 30, 2001, deadline may be authorized by the Manager of Community Resources Management.

B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Program at any time.

PASSED, ADOPTED, and APPROVED this 19 day of September, 2000.

COUNTY OF CLARK

By B. L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN
Board of County Commissioners

ATTEST:

Shirley Parraguirre
SHIRLEY PARRAGUIRRE, County Clerk

REVIEWED BY:

STEWART BELL
DISTRICT ATTORNEY

By Steven Sweikert
STEVEN SWEIKERT
Deputy District Attorney

CITY COUNCIL
CITY OF LAS VEGAS

APPROVED TO FORM ONLY:

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

CITY ATTORNEY

By Thomas R. Green (DEPUTY)
For BRADFORD JERBIC, City Attorney

ATTEST:

Beverly K. Bridges
BARBARA JO RONEUMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF LAS VEGAS
REED WHIPPLE CULTURAL CENTER
NEW DIRECTIONS AT-RISK PROGRAM
Fiscal Year 2000/2001 Community Development Block Grant

Professional Services - Art Curriculum	\$1,900
TOTAL	<u>\$1,900</u>

EXHIBIT "B"**CITY OF LAS VEGAS
REED WHIPPLE CULTURAL CENTER
NEW DIRECTIONS AT-RISK PROGRAM
SCOPE OF SERVICES****Program Year 2000/2001**

1. Clark County will provide a maximum of ONE THOUSAND NINE HUNDRED AND NO/100TH DOLLARS (\$1,900) in Fiscal Year 2000/2001 Community Development Block Grant funds (the "Funds") to CITY OF LAS VEGAS ("Subrecipient") for the New Directions At-Risk Program for the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard in Las Vegas (the "Project").
2. An extension of this time frame ending June 30, 2001, will be reviewed and considered from the Manager of Community Resources Management.
3. The City of Las Vegas will provide notice to Clark County of any project changes for which Fiscal Year 2000/2001 CDBG funds are allocated under the provisions of this Agreement.

City of Las Vegas

Agenda Item No.: 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

DEPARTMENT: LEISURE SERVICES**DIRECTOR: DR. BARBARA P. JACKSON** ☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Family Resources Center sub-contract agreement between Southern Nevada Family Resources Center's Local Governing Board and the City of Las Vegas for the fourth year operation of the Grant Funded Family Resource Center at Stupak Community Center (\$6,324 10% cash funds - General fund)

Fiscal Impact

☐	No Impact	Amount: \$6,324 - 10% cash funds
☒	Budget Funds Available	Dept./Division: Leisure Services/Recreation
☐	Augmentation Required	Funding Source: Grant Award/General Fund

PURPOSE/BACKGROUND:

The Stupak Community Center was awarded the Family Resource Center grant, effective July 1, 2000 through June 20, 2001. The City has been awarded \$63,243 for the fiscal year, but must renew the sub-contractor agreement with HELP of Southern Nevada. The award is included in the City budget

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

Family Resource Center (FRC) Sub-Contract Agreements

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:	STRICKEN under separate action (see individual item)
Items 30, 54 and 65:	APPROVED under separate actions (see individual items)

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

**Agenda Item No.: 36**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Leisure Services Department

Family Resources Center sub-contract agreement between Southern Nevada Family Resources Center's Local Governing Board and the City of Las Vegas – Stupak Community Center

MINUTES – Continued:

There was no related discussion.

(9:46 - 9:47)

1-997

FAMILY RESOURCE CENTER (FRC) SUB-CONTRACT AGREEMENT

July 1, 2000 through June 30, 2001

This Agreement is made by and between the Southern Nevada Family Resource Centers Local Governing Board, hereinafter referred to as LGB, and City of Las Vegas Department of Leisure Services, fiscal agent for the Stupak Family Resource Center (FRC), hereinafter referred to as SUB-CONTRACTOR.

In consideration of the mutual promises herein, it is hereby agreed by and between the parties as follows:

ARTICLE I. TERM

This Agreement effective on July 1, 2000 unless sooner terminated as provided within.

ARTICLE II. AMOUNT OF SUB-CONTRACT

In consideration of services to be performed by SUB-CONTRACTOR, LGB agrees to pay SUB-CONTRACTOR the total sum of \$ 63,243 in monthly reimbursements. A one-time advance of up to (1/12) of the contract may be negotiated upon request.

ARTICLE III. DUTIES AND RESPONSIBILITIES

SUB-CONTRACTOR agrees to the workplan as outlined in Attachment A, (Neighborhood Action Plan), that has been submitted to the State Department of Human Resources and approved. Requested changes in workplan or budget must be submitted in writing to, and approved by, the LGB.

As a SUB-CONTRACTOR, City of Las Vegas Department of Leisure Services, fiscal agent for the Stupak Family Resource Center (FRC), agrees to the conditions of the State Department of Human Resources' contract with the LGB (Attachment B).

SUB-CONTRACTOR will determine the method, details and means of performing the above-described work plan within parameters outlined in that attached document. LGB shall have no right to, and shall not, control the manner or determine the method of accomplishing SUB-CONTRACTOR'S services.

SUB-CONTRACTOR is, and at all times during this Agreement shall be, and independent contractor. No term or condition under this Agreement nor any method or manner of payment hereunder shall create any relationship between LGB and SUBCONTRACTOR other than as expressed in this section. SUB-CONTRACTOR'S personnel shall not in any way, at any time, or under any circumstances, be or be construed to be, employees, agents' representatives, personnel, partners or co-venturers of LGB. SUBCONTRACTOR agrees that the LGB is not responsible for paying salaries, wages, benefits, or payroll taxes on behalf of any employees of the SUB-CONTRACTOR

SUBCONTRACTOR shall be solely responsible for and shall pay when due all federal income tax withholdings, FICA, Social Security, worker's compensation premiums and payroll taxes, as may be necessary or appropriate, on behalf of SUBCONTRACTOR'S personnel.

SUBCONTRACTOR agrees to comply with, and to cause all of SUB-CONTRACTOR'S personnel to comply with, all applicable federal, state and local laws, rules and regulations including, without limitation the requirements of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and any laws relating to fair employment practices. SUBCONTRACTOR shall obtain and maintain any permits and licenses as may be necessary or appropriate for SUBCONTRACTOR'S performance under this Agreement and shall pay any fees necessary or appropriate in connection with obtaining and maintaining same.

LGB acknowledges that SUBCONTRACTOR is self-insured and waives the requirement of liability insurance.

*SUBCONTRACTOR hereby agrees to indemnify, defend and hold harmless LGB and HELP of Southern Nevada, and all their predecessors, successors, beneficiaries, affiliates, agents principals, officers, directors, employees, representatives, firms associations, entities attorneys and assigns, of and from any and all claims, causes for action, losses, liens, expenses, costs, damages, judgments, demands suits, orders, settlements, obligations and liabilities of any nature whatsoever incurred by LGB or HELP of Southern Nevada as a result of, account of, or in any way growing out of or connected with, whether directly or indirectly, this Agreement or the work to be performed by SUBCONTRACTOR hereunder.

*Subject to the limitations set forth in NRS Chapter 41.

The indemnification provided above shall survive the termination of this Agreement and shall remain in full force and effect.

SUB-CONTRACTOR agrees to be responsible for providing the required 10% cash match, at \$ 6,324 to be earmarked and utilized for Family Resource Center support purposes only.

SUB-CONTRACTOR agrees to submit monthly program and fiscal reports by the 10th day of the month following the month in which services were rendered. If an emergency or unforeseen event causes these reports to be delayed, SUB-CONTRACTOR is responsible for notifying the LGB to request an extension.

SUB-CONTRACTOR agrees to abide by all requirements of the LGB as communicated, in writing or orally, during the course of this Agreement pertaining to the administration of Family Resource Center funding through this program. SUB-CONTRACTOR acknowledges that the policies and rules contained therein may from time to time change at LGB's discretion.

ARTICLE IV. SPECIAL CONDITIONS

SUB-CONTRACTOR agrees to make all fiscal and programmatic records available on-site to the designated individual(s) performing monitoring/evaluation. The SUB-CONTRACTOR agrees to make administrative and/or program personnel available to meet periodically with the individual(s) designated by the LGB to perform monitoring/evaluation. SUB-CONTRACTOR agrees to make all records available for inspection by the State of Nevada Department Of Human Resources upon request.

ARTICLE V. SIIS CLAUSE

LGB acknowledges that SUBCONTRACTOR is self-insured and waives the requirement of SIIS insurance.

ARTICLE VI. TERMINATION OF AGREEMENT

This Agreement shall continue in force through June 30, 2001, or completion of the duties contemplated by this Agreement, except as provided in Sections 6.1, 6.2, and 6.3.

6.1 Termination Upon Breach of Sub-Contract:

LGB may terminate this Agreement immediately by giving written notice to SUB-CONTRACTOR for any material breach of this Agreement, including, but not limited to, the occurrence of any of the following events.

- (a) SUB-CONTRACTOR violates any material provision of the Agreement or takes any other action which could result in damage to LGB or LGB'S customer relations; or;
- (b) SUB-CONTRACTOR materially ceases to function on behalf of LGB under the terms of this Agreement for any reason.

6.2 Termination Upon Breach by LGB:

SUB-CONTRACTOR may terminate this Agreement immediately by giving written notice to LGB for any material breach of this Agreement, including, but not limited to; LGB's failure to pay SUB-CONTRACTOR any or all reimbursements set forth in Article II of this Agreement if such failure to pay is not remedied by LGB within thirty days from the date payment is due.

6.3 Termination Due to Lack of Funding:

LGB may terminate this Agreement immediately or delay reimbursement by giving written notice to SUB-CONTRACTOR should funding from the State of Nevada be terminated or delayed, or should the contract between the LGB and the State of Nevada Department of Human Resources be terminated.

ARTICLE VII. NOTIFICATION

Notice to the parties shall be given by regular mail at the addresses given on these pages and shall be considered received three (3) days after mailing.

Southern Nevada Family Resource Centers Local Governing Board
c/o HELP of Southern Nevada
953 East Sahara Avenue, 35B208
Las Vegas, NV 89104

City of Las Vegas Department of Leisure Services
Fiscal Agent for the Stupak Family Resource Center
749 Veterans Memorial Drive
Las Vegas, NV 89101

ARTICLE VIII. GENERAL PROVISIONS

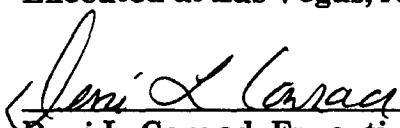
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to rendering of services by SUB-CONTRACTOR for LGB, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if in writing and signed by the party to be charged unless otherwise stated in the Agreement.

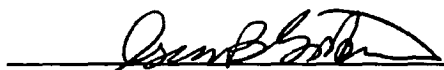
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

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

Executed at Las Vegas, Nevada on this 24th day of May 2000.



**Deni L. Conrad, Executive Director, HELP of Southern Nevada
Fiscal Agent for the Southern Nevada Family Resource Centers
Local Governing Board**



**Oscar Goodman, Mayor, City of Las Vegas
City of Las Vegas Department of Leisure Services
Fiscal Agent for the Stupak Family Resource Center**

APPROVED AS TO FORM:

Robert S. Zivian 7-5-00
Date

Attest:

By 
BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas

Agenda Item No.: 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of reallocating \$138,560 of Community Development Block Grant funding for the East Las Vegas Community-Senior Center Professional Services to the Downtown Community Center - Ward 3 (Reese)

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

Originally \$150,000 was allocated to the East Las Vegas Community-Senior Center to provide technical assistance in obtaining financing for the project. Through the bid process, a Consultant was obtained at a contract amount of \$40,000. Due to the expertise of the consultant in creative financing, some of the deliverables of the contract were not required, resulting in additional savings on the contract. This savings will be reallocated to the Downtown Community Center.

RECOMMENDATION:

Staff recommends reallocating the \$138,560 savings from the East Las Vegas Community-Senior Center professional services agreement to the Downtown Community Center.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 37**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Neighborhood Services Department

Community Development Block Grant funding for the East Las Vegas Community-Senior Center Professional Services to Downtown Community Center

MINUTES – Continued:

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 38

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Grant Deed from Anthony Wade Leiker, a single man for a portion of the Southeast Quarter (SE 1/4) of Section 26, T20S, R61E, M.D.M., for dedication of right-of-way for a 25' radius located at the southwest corner of Eastern Avenue and McWilliams Street (7-25-00) 139-26-811-025 - Ward 3 (Reese)

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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Grant Deed from Las Vegas Valley Water District, a Quasi Municipal Corporation for a portion of the Southwest Quarter (SW 1/4) of Section 28, T19S, R60E, M.D.M., for dedication of right-of-way on Tropical Parkway (45'), west of Cimarron Road (6-29-00) 125-28-303-001 - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 40

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from 5 Star Properties - Rancho and Washington, LLC, a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 29, T20S, R61E, M.D.M., for a dedication of rights-of-way for a 25' radius corner located on the northeast corner of Washington Avenue and Rancho Drive (7-11-00) 139-29-201-005 - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Right of Way Grant for Sewer Purposes from Buffalo and Lake Mead Blvd., LLC., for a portion of the Southwest Quarter (SW 1/4) of Section 22, T20S, R60E, M.D.M., for a sewer easement located on the south side of Lake Mead Boulevard, east of Tenaya Way (7-7-00) 138-22-302-008 - Ward 2 (M. 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 42

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Right of Way Grant for Drainage Purposes from Jim Marsh American Corporation, A Nevada Corporation for a portion of the Northeast Quarter (NE 1/4) of Section 29, T19S, R60E, M.D.M., for a drainage easement located on the south side of Centennial Parkway, east of Durango Drive (6-28-00) 125-29-502-004 - 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 5-33 and 35-64 - UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 43

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant Deed from Vintage Desert Rose, A Nevada Limited Partnership for a portion of the Southeast Quarter (SE 1/4) of Section 23, T20S, R60E, M.D.M., for dedication of rights-of-way on Jones Boulevard, north of Vegas Drive (7-19-00) 138-23-801-003 - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 44

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Right of Way Grant for Drainage Purposes from 10450 West Charleston Boulevard, LLC, a Nevada Limited Liability Company for a portion of the Southeast Quarter (SE 1/4) of Section 36, T20S, R59E, M.D.M., for a drainage easement located on the northwest corner of Town Center Drive and Charleston Boulevard (7-26-00) 137-36-412-003 - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Right of Way Grant for Drainage Purposes from Nevadacare, Inc., a Nevada Corporation for a portion of the Southwest Quarter (SW 1/4) of Section 36, T20S, R59E, M.D.M., for a drainage easement located on the north side of Charleston Boulevard, west side of Town Center Drive (7-5-00) 137-36-412-005 - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 46

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to file a Right of Way Grant application with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the Southwest Quarter (SW 1/4) of Section 17, T19S, R60E, M.D.M., located along El Capitan Way, north of Elkhorn Road, Frontage Road and Severance Lane, west of El Capitan Way - 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 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

City of Las Vegas

Agenda Item No.: 47

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Supplemental Interlocal Contract with the Clark County Regional Flood Control District for reallocation of funds for design of Ann Road - Allen Lane to Rancho Drive - Ward 6 (Mack)

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

This Interlocal Contract reallocates funds for Ann Road - Allen Lane to Rancho Drive. Engineering design and right of way design have been reduced and funds have been added for environmental mitigation. The Regional Flood Control District's Board of Directors approved this contract at their July 13, 2000 meeting. Total funding for this project shall not exceed \$950,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

SUPPLEMENTAL INTERLOCAL CONTRACT**ANN ROAD - ALLEN LANE TO RANCHO DRIVE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of July, 2000 by and between the Clark County Regional Flood Control District, created pursuant to Chapter 543 of the Nevada Revised Statutes, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, an Interlocal Contract for the engineering design and right-of-way for Ann Road - Allen Lane to Rancho Drive entered into between the DISTRICT and the CITY on October 8, 1998 for the construction of the flood control improvements; and

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as ANWE 0000, 0100, 0200, 0201, 0265, 0266, 0360, 0361, and RCHO 0000, 0003, hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, the CITY wishes to increase funding for engineering design.

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

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

Section II - Project Costs has been modified to read:

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$930,000.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$5,000.
3. Environmental mitigation not to exceed \$15,000.
4. The total cost of this Contract shall not exceed \$950,000 which includes all items described in Paragraphs one and two above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL, paragraph 15 has been modified to read as follows:

SECTION III

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this contract after thirty (30) days notice.

The remainder of the Interlocal Contract dated October 8, 1998 shall remain the same.

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

DATE OF DISTRICT ACTION:

July 13, 2000
ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

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

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

8-16-2000
ATTEST

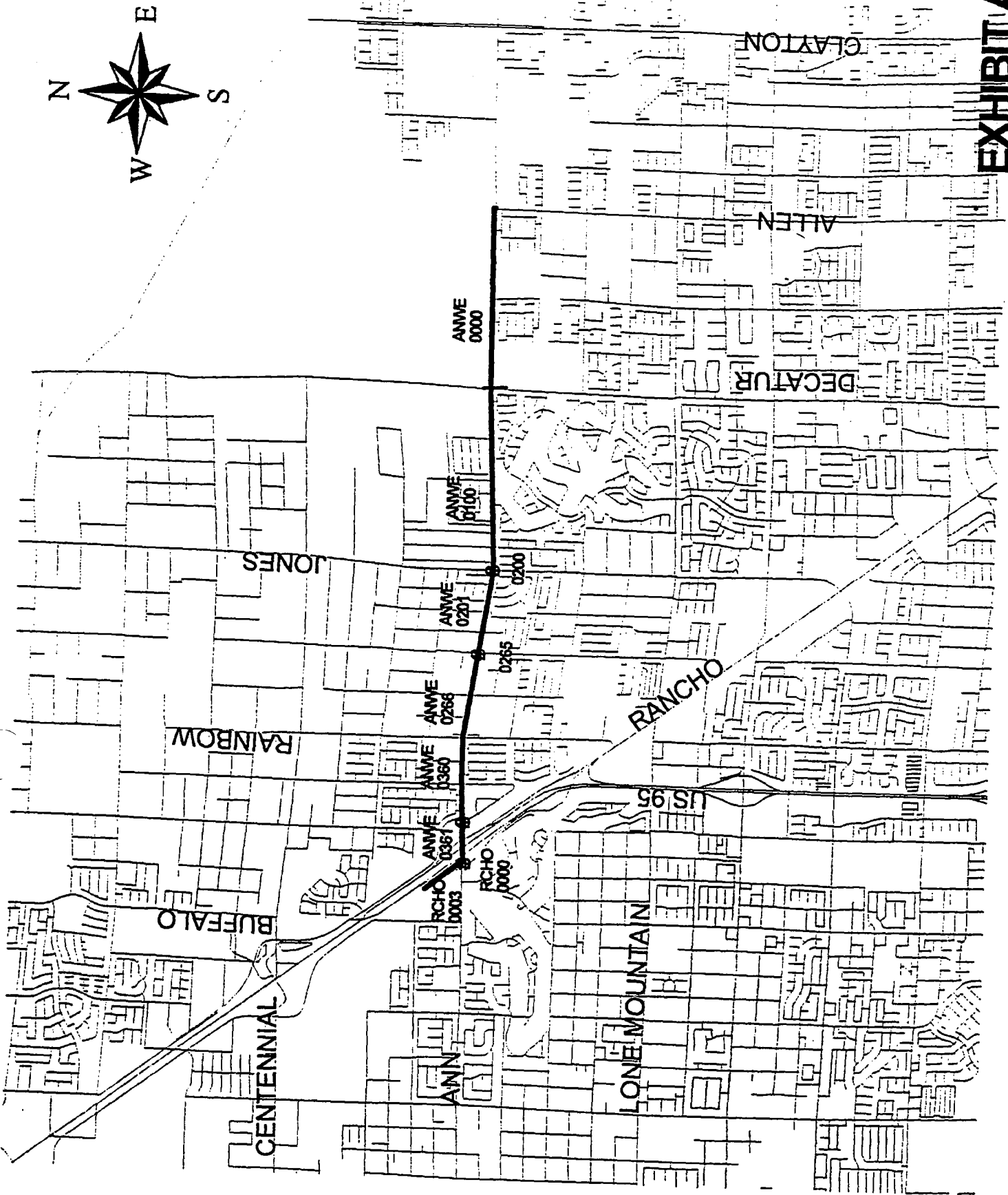
BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Beverly K. Bridges
BARBARA JO RONEMUS, CITY CLERK

By: Beverly K. Bridges
Chief Deputy City Clerk

f:\depot\docs\ccrfcd\interloc\design\ann road supplemental ic design.doc

EXHIBIT A
ANN ROAD -



City of Las Vegas

Agenda Item No.: 48

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Second Supplemental Interlocal Contract with the Clark County Regional Flood Control District for right of way design, acquisition and environmental mitigation for the Freeway Channel North, Washington Avenue to Vegas Drive (\$260,000 Clark County Regional Flood Control District) - Wards 1, 3 and 5 (M. McDonald, Reese and Weekly)

Fiscal Impact☐**No Impact****Amount: \$260,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: CCRFCD****PURPOSE/BACKGROUND:**

This Interlocal Contract applies to all costs for right of way design, acquisition and environmental mitigation to place in service the Freeway Channel North, Washington Avenue to Vegas Drive. The Regional Flood Control District's Board of Directors approved this contract at their July 13, 2000 meeting. Total funding for this project shall not exceed \$260,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
FREEWAY CHANNEL NORTH - WASHINGTON AVENUE TO VEGAS DRIVE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of July, 2000 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, an Interlocal Contract for Freeway Channel North – Washington Avenue to Vegas Drive dated September 10, 1998 and a Supplemental Interlocal Contract dated May 11, 2000 were entered into between the DISTRICT and the CITY for the design, right-of-way engineering and environmental costs of flood control improvements described in the DISTRICT Master Plan Update of the Las Vegas Valley; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as LV15 0284 hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, the CITY desires to request funding for right-of-way design and right-of-way acquisition; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the CITY, CITY OF HENDERSON, CITY OF NORTH LAS VEGAS and CLARK COUNTY.

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

SECTION II – PROJECT COSTS shall be revised to read as follows:

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$198,000.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, appraisals and acquisitions at a cost not to exceed \$52,000.
3. Environmental costs shall not exceed \$10,000.

4. The total cost of this Contract shall not exceed \$260,000 which includes all items described in Paragraphs one, two and three above.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the Interlocal Contract dated September 10, 1998 and the Supplemental Interlocal Contract dated May 11, 2000 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

July 13, 2000
ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

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

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

8-16-2000
ATTEST

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Beverly K. Bridges
BARBARA JO RONEMUS, CITY CLERK

By: Beverly K. Bridges
Chief Deputy City Clerk

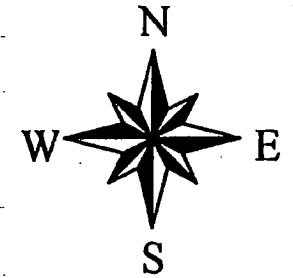
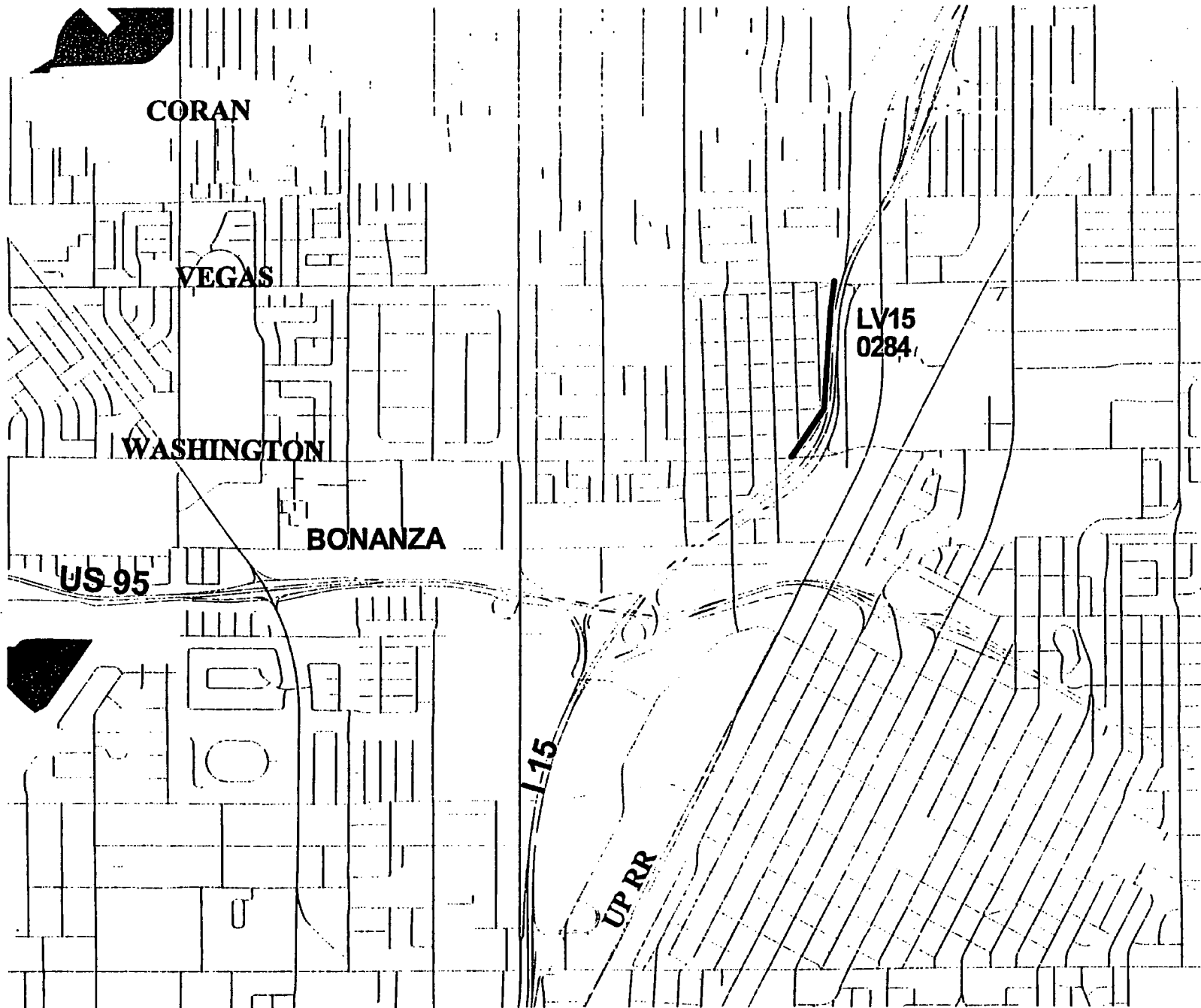


EXHIBIT A
FREEWAY CHANNEL NORTH SYSTEM

City of Las Vegas

Agenda Item No.: 49

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Contract with the Clark County Regional Flood Control District for construction and construction engineering of the Gowan South Detention Basin Expansion (\$2,150,000 Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$2,150,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: CCRFCD****PURPOSE/BACKGROUND:**

This Interlocal Contract applies to all costs for construction and construction to place in service the Gowan South Detention Basin Expansion. The Regional Flood Control District's Board of Directors approved this contract at their June 8, 2000 meeting. Total funding for this project shall not exceed \$2,150,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE
GOWAN SOUTH DETENTION BASIN EXPANSION

THIS INTERLOCAL CONTRACT, made and entered into as of the 8th day of June, by and between the Clark County Regional Flood Control District, hereinafter referred to as the "DISTRICT" and the City of Las Vegas, hereinafter referred to as the "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the Master Plan No. 1997, Structures No. GOSO 0051 hereinafter referred to as "PROJECT";

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

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

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

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

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to construction and construction engineering of the Gowan South Detention Basin Expansion. The basic improvements for the PROJECT shall consist of floodwater facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. Construction costs shall not exceed \$2,100,000
2. Construction engineering shall not exceed \$50,000
3. The total cost of this Contract shall not exceed \$2,150,000 which includes all items described in paragraphs one and two above.
4. As a result of the limited funds available by the DISTRICT to fund the total cost of the PROJECT at the time of this request, the CITY will make an inter-fund loan to allow for the award of this PROJECT. The CITY agrees to use \$2,150,000 of CITY funds until such time as DISTRICT funds become available.
5. The DISTRICT agrees to place the PROJECT on the project priority list for funding following approval of this interlocal agreement. The funding for this PROJECT will be provided to the CITY based upon the PROJECT'S priority, as solely determined by the DISTRICT and the subsequent allocation of the funds by the DISTRICT. The Board may reassign priorities and adjust appropriations in order to meet the District's objectives including but not limited to those specified in Section 2.6 of the District's Policies and Procedures.
6. The DISTRICT agrees to reimburse the CITY for eligible costs incurred with the PROJECT to the limit described in paragraphs one and two when the allocation of funds by the DISTRICT becomes available as determined by the DISTRICT.
7. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
8. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The award of bid for this PROJECT shall occur no later than January 31, 2001. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338 of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for PROJECT construction.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with

input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II- PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Predesign Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)

- f. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
 - g. Other, including landscaping, flood insurance rate map amendments or revisions, etc.
11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.
 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
 13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
 14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
 15. The items covered in SECTION I - SCOPE OF THE PROJECT must be completed to the satisfaction of the DISTRICT prior to December 31, 2004. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

Date of District Action:

Regional Flood Control District

June 8, 2000
ATTEST:

By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

By: Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

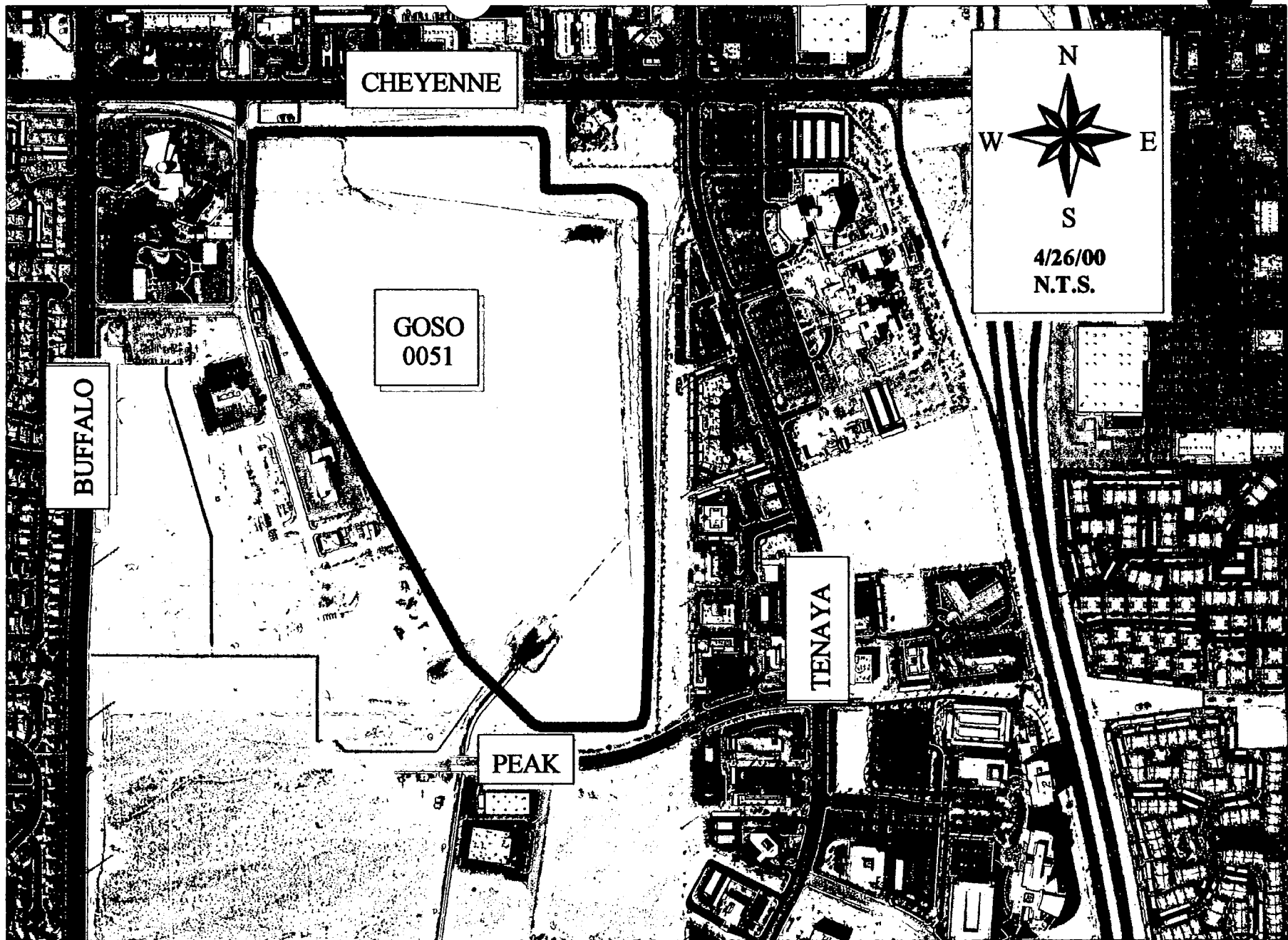
Date of Council Action:

City of Las Vegas

8-16-2000
ATTEST:

By: Oscar B. Goodman
OSCAR B. GOODMAN
Mayor

Beverly K. Bridges
BARBARA JO RONEMUS
City Clerk By: Beverly K. Bridges
Chief Deputy City Clerk



I:\depot\arcview\ccrfd\gowan south det basin\gowan south det basin.apr

CITY OF LAS VEGAS
EXHIBIT A - GOWAN SOUTH DETENTION BASIN EXPANSION

City of Las Vegas

Agenda Item No.: 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Supplemental Interlocal Contract with the Clark County Regional Flood Control District for engineering design and environmental mitigation of the Owens Avenue System, Rancho Road to I-15 (\$276,000 Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$276,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: CCRFCD****PURPOSE/BACKGROUND:**

This Interlocal Contract applies to all costs for engineering design and environmental mitigation to place in service the Owens Avenue System, Rancho Road to I-15. The Regional Flood Control District's Board of Directors approved this contract at their July 13, 2000 meeting. Total funding for this project shall not exceed \$276,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

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

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of July, 2000 by and between the Clark County Regional Flood Control District, created pursuant to Chapter 543 of the Nevada Revised Statutes, hereinafter called the "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter called the "CITY".

WITNESSETH

WHEREAS, An Interlocal Contract for the engineering design for Owens Avenue System - Rancho Road to I-15 entered into between the DISTRICT and the CITY on April 8, 1999 for the design of flood control improvements; and

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

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

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

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

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

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

Section II - PROJECT COSTS has been modified to read:

SECTION II - PROJECT COSTS

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

1. The engineering and design shall not exceed \$260,000.
2. Environmental mitigation not to exceed \$16,000.
3. The total cost of this Contract shall not exceed \$276,000 which includes all items described in Paragraph one and two above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total

cost of the contract noted above prior to payment of any additional funds.

Section III - GENERAL, paragraph 15 has been modified to read as follows:

SECTION III - GENERAL

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 30, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated April 8, 1999 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

July 13, 2000
ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

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

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

8-16-2000
ATTEST

Beverly K. Bridges
BARBARA JO RONEMUS, CITY CLERK

By: Beverly K. Bridges

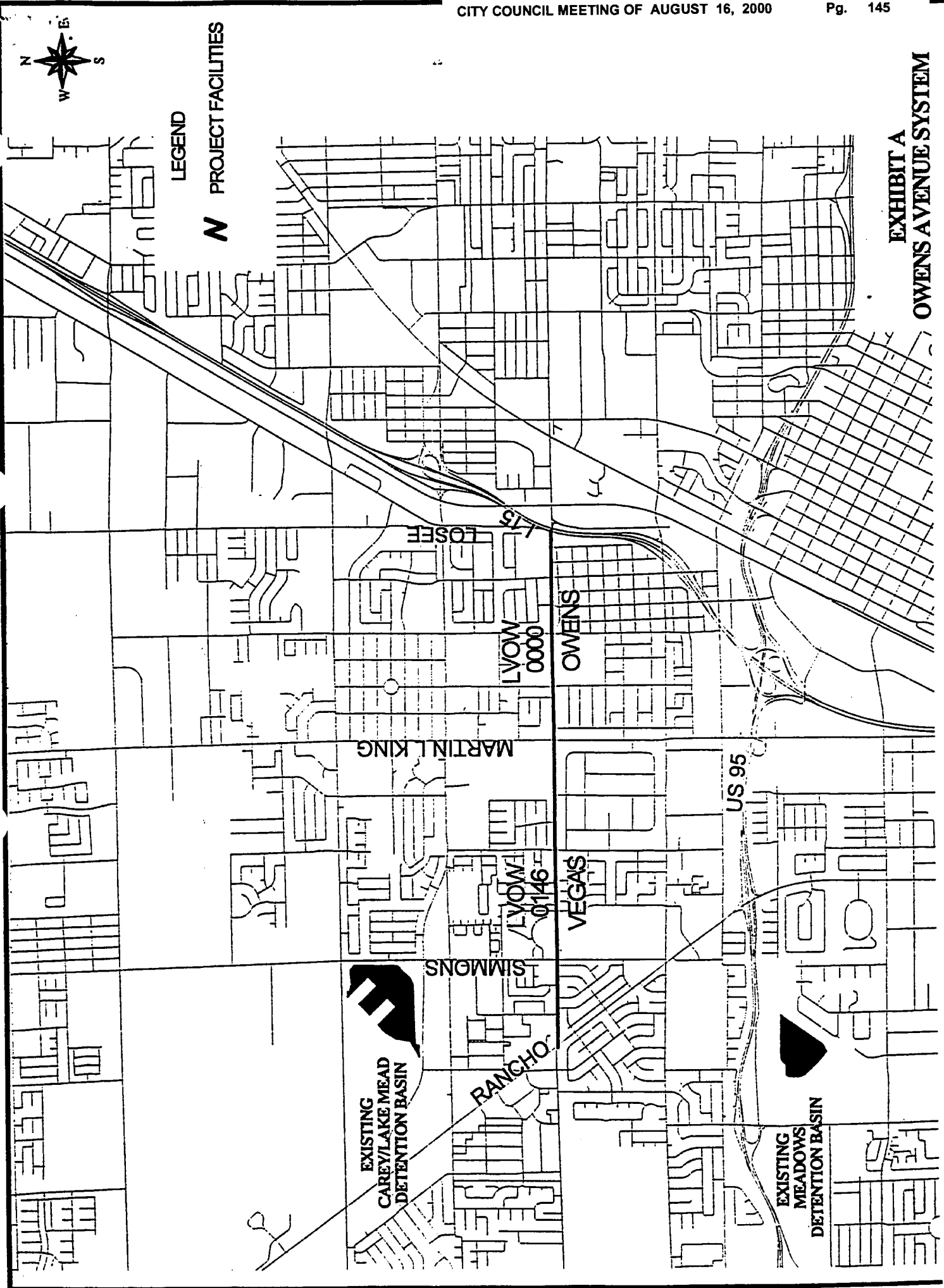
Chief Deputy City Clerk

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

f:\depot\docs\ccrfcd\interloc\supplemental\owensrancho-115 supp design ic.doc

EXHIBIT A
OWENS AVENUE SYSTEM



City of Las Vegas

Agenda Item No.: 51

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Contract with the Clark County Regional Flood Control District for construction of the Rancho Road System, Durango/US-95 Interchange (\$335,000 Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$335,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: CCRFCD****PURPOSE/BACKGROUND:**

This Interlocal Contract applies to all costs for construction administration, construction engineering, and construction costs to place in service the Rancho Road System, Durango/US-95 Interchange. The Regional Flood Control District's Board of Directors approved this contract at their July 13, 2000 meeting. Total funding for this project shall not exceed \$335,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

**INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE
RANCHO ROAD SYSTEM (DURANGO/US-95 INTERCHANGE)**

THIS INTERLOCAL CONTRACT, made and entered into as of the 13th day of July, 2000 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the Master Plan No. 1997, Structure No. RCHO 0239 hereinafter referred to as "PROJECT"; and

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

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

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

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

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to all costs for construction administration, construction engineering, and construction costs to place in service the Rancho Road System (Durango/US-95 Interchange). The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. Construction costs shall not exceed \$325,000
2. Construction engineering shall not exceed \$10,000
3. The total cost of this Contract shall not exceed \$335,000 which includes all items described in Paragraphs one and two above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The award of bid for this PROJECT shall occur no later than July 31, 2001. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

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

- d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g. , EIS OR EA).
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
- 11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.
 - 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
 - 13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
 - 14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
 - 15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2004. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

*

*

*

*

*

*

*

*

*

Date Of District Action:

July 13, 2000
ATTESTCarolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

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

Approved as to Form:

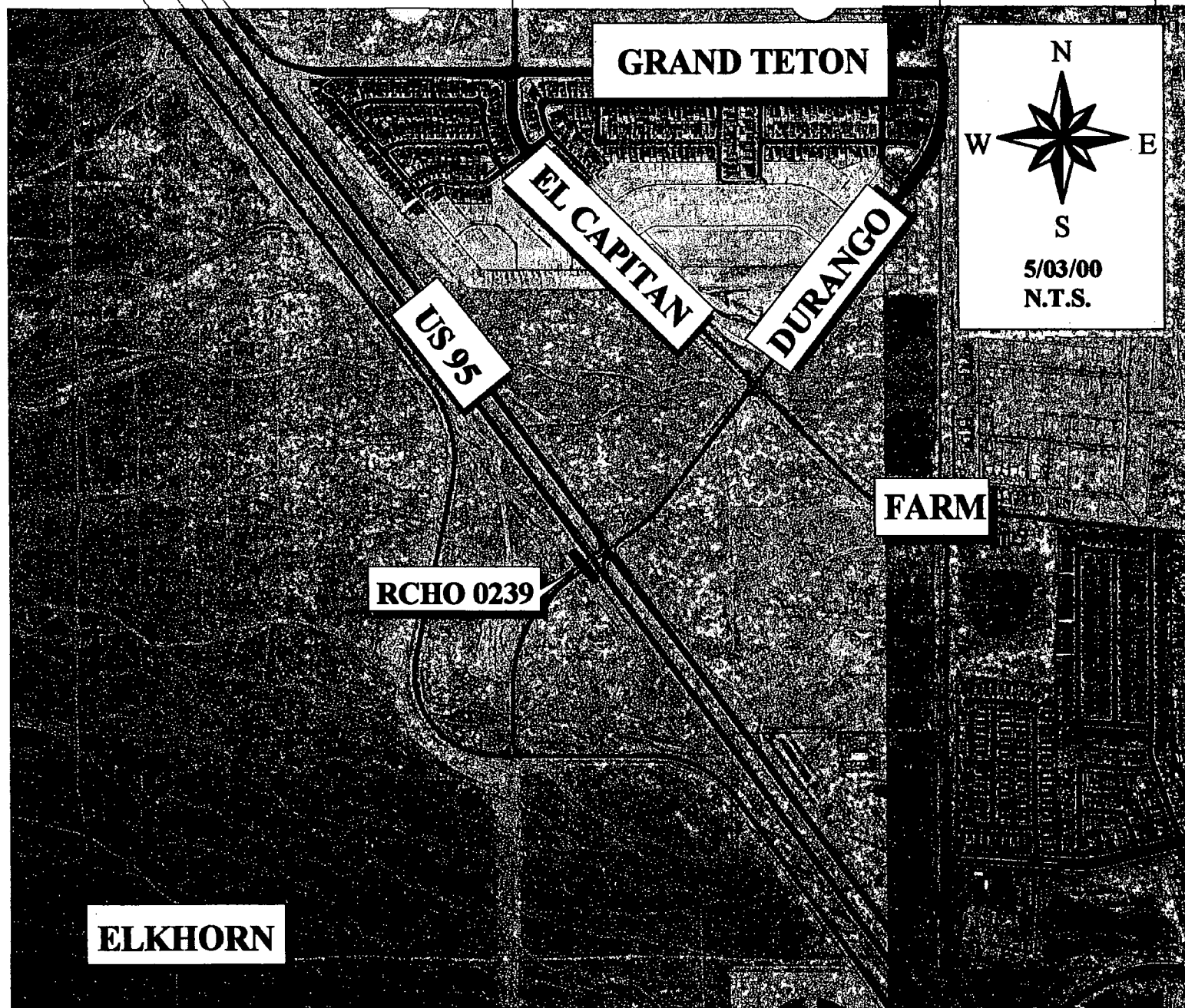
Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

8-16-2000
ATTESTBY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYORBeverly K. Bridges
BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

f:\depot\docs\ccrfcd\interloc\construction\durango_us95 const ic.doc



f:\depot\arcview\ccrfcd\durango_us95\durangous95.apr

CITY OF LAS VEGAS
EXHIBIT A - RANCHO ROAD SYSTEM (RCHO 0239) - DURANGO/US-95 INTERCHANGE

City of Las Vegas

Agenda Item No.: 52

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Refunding Agreement with Stanpark Homes for Monument at Lone Mountain Development (\$53,665 Sanitation Funds) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$53,665**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: Sanitation Funds****PURPOSE/BACKGROUND:**

Stanpark Homes is developing property known as "Monument at Lone Mountain". This Sewer Refunding Agreement provides for oversizing costs for the sewer in Alexander Road from Jensen Street to Vegas Vista Trail, in Vegas Vista Trail from Alexander Road to Robins Ridge Avenue, in Robins Ridge Avenue from Vegas Vista Trail across the Western Beltway to Yellow Harbor Street, in Yellow Harbor Street to Peaceful Dawn Avenue. The basis for extension and oversizing costs are explained on the attached Exhibit "B". This agreement will reimburse the developer for \$373,271.13 (Extension \$319,606.13)

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Sewer Refunding Agreement

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)**

NOTE: Under Item 54 MAYOR GOODMAN requested that the record reflect his abstention on Item 52 due to his business relationship with individuals from Stanpark Homes.

MINUTES:

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 52**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Public Works Department

Item 52 - Sewer Refunding Agreement with Stanpark Homes for Monument at Lone Mountain Development

MINUTES – Continued:

There was no related discussion.

(9:46 - 9:47)

1-997

SEWER REFUNDING AGREEMENT

(Sewer Trunk Extension and Over-sizing)

THIS AGREEMENT, made and entered into this 16th day of August, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and Stanpark Homes (hereinafter referred to as to "Developer"),

W I T N E S S E T H:

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as "Monument at Lone Mountain" (the "Development" herein), which Development has been approved by the City; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development; and

WHEREAS, the Plumbing Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who extends the City's municipal sewer system to his development or constructs, at the request of the City, a sewer trunk

1 line of a size which is in excess of the size that would otherwise be
2 required to serve its development, or both so extends and over-sizes,
3 for a portion of the costs which such developer incurs in extending such
4 sewer system or in constructing such over-sized sewer trunk line, or
5 both; and

6 WHEREAS, it is the intent of the Parties hereto to provide for:

7 (a) The extension by the Developer of a sewer trunk line to
8 the Development and the construction and installation
9 of such extension at a size which is in excess of the
10 size that would otherwise be required to serve the
11 Development (the "Project" herein); and

12 (b) The reimbursement to the Developer of (i) the costs
13 which the Developer will incur in constructing and
14 installing the Project at a size required by the
15 Developer, excluding the costs which are attributable
16 to the installation of the first two hundred (200) feet
17 thereof to, but not beyond, the boundary of the
18 Development which is nearest to the terminal point of
19 the City's existing municipal sewer system and (ii)
20 that portion of the costs of the entire Project that
21 are attributable to constructing and installing it at a
22 size which is in excess of the size that would
23 otherwise be required to serve the Development;

1 NOW, THEREFORE, for and in consideration of the premises and of
2 the mutual promises and agreements which are hereinafter set forth, the
3 parties hereto agree as follows:

4 SECTION I - DEFINITIONS

- 5 A. "Connection fee" means the fee or charge which is imposed by
6 the City upon an owner of property for the privilege of
7 connecting such property onto the City's municipal sewer
8 system. Reimbursable connection fees are described as
9 connection fees received from individual properties as well
10 as subdivisions which connect to and are adjacent to the
11 limits of the extension portion of the agreement
- 12 B. "Extension" means that portion of the Project that commences
13 two hundred (200) feet from the terminal point of the City's
14 existing municipal sewer system and terminates at the
15 boundary of the Development which is nearest to such terminal
16 point.
- 17 C. "Over-sizing" means the difference between the diameter of
18 the Project, had the Project been constructed and installed
19 at the size which would otherwise be required to serve the
20 Development, and the diameter of the Project, at the request
21 of the City, that is actually constructed and installed.
- 22 D. "Plans and specifications" means the engineering designs,
23 drawings and specifications which give a detailed description
24 of the complete construction and installation of the Project,

1 including the over-sizing, which plans and specifications
2 have heretofore been submitted to, and approved by, the City.
3 Copies of the plans and specifications are on file with the
4 City's Department of Public Works.

- 5 E. "Uniform Standard Specifications" means those publications
6 entitled, "Uniform Standard Specifications for Public Works
7 Construction, Off-Site Improvements, Clark County Area,
8 Nevada, Third Edition" adopted by the City of Las Vegas, June
9 16, 1993, and "Design and Construction Standards for
10 Wastewater Collection Systems, 1991" adopted by the City of
11 Las Vegas, August 21, 1991.

12 SECTION II - OBLIGATIONS OF DEVELOPER

13 A. Covenant of Installation:

- 14 1. The Developer hereby agrees to construct and install
15 the entire Project, in accordance with the plans and
16 specifications, at its sole cost and expense, subject
17 to the right of the City to designate the type of
18 appurtenances and any other relevant matter which it
19 considers is necessary for the construction of its
20 municipal sewer system provided, however, that the City
21 agrees to reimburse the Developer (i) for the costs
22 which the Developer incurs in constructing and
23 installing the extension, excluding the first 200 feet,
24 as provided in this Agreement, and (ii) for the costs

1 which the Developer incurs in the over-sizing as
2 provided herein. In this connection, it is
3 acknowledged that the limits of the Project are
4 designated on Exhibit "A" which is attached hereto and
5 by this reference made a part hereof.

6 2. The Project shall include all materials and equipment,
7 such as sewer lines, manholes, lateral stub-outs and
8 other appurtenances which are constructed and installed
9 between the boundary of the Development which is
10 nearest to the terminal point of the City's existing
11 sewer system and such terminal point as is more
12 particularly shown on Exhibit "A".

13 3. The Developer agrees to perform all survey and design
14 work which is necessary for the construction and
15 installation of the Project, in accordance with the
16 plans and specifications, at its sole cost and expense
17 without any right of reimbursement from the City.

18 B. Basis for Estimated Costs:

19 It is acknowledged that the estimated costs for which the
20 Developer is entitled to reimbursement for constructing and
21 installing the extension and for the over-sizing which are
22 provided for in Section IV hereof are based upon written bids
23 for the installation of the Project which the Developer has
24 obtained from at least three (3) contractors who are duly

1 licensed by the State of Nevada and are acceptable to the
2 City. (The City may waive the requirement of written bids if
3 good cause for such waiver is shown by the Developer, in
4 which event the estimated costs of the over-sizing will be
5 established in a manner which is mutually acceptable to the
6 City and to the Developer.)

7 C. Installation Standards:

8 The Developer agrees that the Project will be installed in a
9 good and workmanlike manner according to the plans and
10 specifications, the Uniform Standard Specifications and the
11 Design and Construction Standards for Wastewater Collection
12 Systems.

13 SECTION III - RIGHT OF REIMBURSEMENT

14 It is understood and agreed by the Parties hereto that the
15 Developer shall be reimbursed for the costs which it incurs in
16 constructing and installing the project, subject to the
17 limitations which are contained in Section VII hereof. It is
18 specifically understood, however, that all of the costs and
19 expenses which are attributable to constructing and installing the
20 first two hundred (200) feet of the Project at a size required by
21 the Developer, and all of the costs and expenses of installing a
22 sewer system within the Development are the sole responsibility of
23 the Developer without any right of reimbursement from the City.

24 SECTION IV - COSTS OF EXTENSION AND OVER-SIZING

AND AMOUNT REFUNDABLE

A. It is agreed by the Parties hereto that the costs of the construction and installation of the extension and over-sizing which are subject to reimbursement under the terms of this Agreement have been determined pursuant to the calculations set forth on Exhibit "B" which is attached hereto and by this reference made a part hereof.

B. It is acknowledged that the estimated costs of the construction and installation of the extension and the over-sizing which are set forth on Exhibit "B" are based upon estimates which have been obtained by the Developer and approved by the City and represent, subject to the limitations which are contained in Section VII hereof, the maximum amount to which the Developer will be entitled to reimbursement for the construction and installation of the Project. All other costs and expenses which the Developer incurs in connection with the Project shall be the responsibility of the Developer. Additionally, if the actual costs of the construction and installation of the extension are less than the estimated costs thereof, the Developer shall be entitled to reimbursement only for such actual costs, subject to the limitations which are contained in Section VII hereof.

SECTION V - OBLIGATIONS OF CITY

- 1 A. On each anniversary of the City's acceptance of the Project,
2 within the period for reimbursement which is provided in
3 Section VI hereof, an amount which is equal to the aggregate
4 of the connection fees that the City has received during the
5 preceding 12-month period with respect to properties, other
6 than property which belongs to the Developer at the time of
7 this agreement, which were connected to the Project during
8 such period, will be reimbursed to the Developer.
- 9 B. Additionally, the City will reimburse the Developer, within
10 thirty (30) calendar days after the City's acceptance of the
11 Project, for that portion of the costs thereof which are
12 attributable to the over-sizing, as the same is determined in
13 accordance with Section IV above.
- 14 C. As a condition precedent to any such reimbursement, the
15 Developer must submit to the City a written request for
16 payment, a statement of completion of the Project (per plans
17 and specifications), a lien release from the Developer's
18 contractor(s) and materials suppliers for all materials and
19 labor, a statement from all subcontractors affirming that
20 they have received payment in full, an itemized invoice
21 reflecting actual costs paid and a bill of sale transferring
22 the ownership of the sewer line and appurtenances to the
23 City.

1 D. The City agrees, by its acceptance of the Project, to be
2 responsible for the operation and maintenance thereof, except
3 as is otherwise provided in Section X hereof which pertains
4 to repairs that are necessitated by any defective material or
5 faulty workmanship in the construction and installation of
6 the Project or the faulty design thereof.

7 SECTION VI - TIME OF PERFORMANCE

8 This Agreement shall become effective upon the execution hereof
9 and the right of the Developer to reimbursement hereunder shall
10 cease and terminate (i) with respect to the construction and
11 installation of the extension, when the Developer has received
12 full reimbursement of the amount which is determined in accordance
13 with Section IV above or ten (10) years after the date of the
14 City's acceptance of the Project, whichever first occurs, and (ii)
15 with respect to the over-sizing, when the Developer has received
16 full reimbursement of the costs which are incurred therefor.

7 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

18 A. The right of reimbursement for constructing and installing
19 the extension shall be limited:

- 20 1. To ninety-five percent (95%) of the estimated costs
21 which are set forth on Exhibit "B" or ninety-five
22 percent (95%) of the actual direct costs which are
23 attributable to the construction and installation of
24 the extension, whichever is the lesser; and

1 2. By, and subject to, the right of the City to deduct
2 from each of the connection fees that it receives with
3 respect to the properties which are connected to the
4 Project an amount which is equal to the total of that
5 portion, if any, of all connection fees that it is then
6 allocating to sewer bond debt service plus that
7 portion, if any, of all connection fees that it is then
8 reserving for the future expansion of its sewage
9 treatment plant.

10 B. The right of reimbursement for the over-sizing shall be
11 limited to the estimated costs of the over-sizing which are
12 set forth on Exhibit "B" or the actual direct costs which are
13 attributable to the over-sizing, whichever is the lesser.

14 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

15 A. In order to guarantee that the City will have access to any
16 and all portions of the Project for the purpose of
17 maintaining and repairing the same, the Developer hereby
18 agrees that:

19 1. Except as is otherwise provided in Paragraph 3 hereof
20 the Developer will dedicate to the City an easement
21 over and across, or fee title to, as requested by the
22 City, a strip of land which is twenty (20) feet in
23 width, extending the length of the Project, and which
24 contains the Project;

2. If the Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is twenty (20) feet in width, extending the length of the Project, and which contains the Project;
3. If the land in which the Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and
4. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION IX - RIGHT OF INSPECTION

1 The City shall have the right, but not the obligation, at any time
2 and from time to time to inspect the construction and installation
3 of any part of the Project. The Developer agrees that any
4 inspection of the installation of the Project which is conducted
5 by the City hereunder or the City's subsequent acceptance of the
6 Project shall not relieve or release the Developer from its
7 responsibility to correct any defective material or faulty
8 workmanship, or both, in the construction and installation of the
9 Project or any problem which results from the negligent design
10 thereof as provided in Section X hereof.

11 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,

12 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

13 The Developer hereby accepts full responsibility for the quality
14 of the materials and workmanship in the construction and
15 installation of the Project and for the design thereof and
16 covenants and agrees, for a period of one (1) year after the
17 City's acceptance of the Project and upon notification by the
18 City, to correct any defective material or faulty workmanship, or
19 both, in the construction and installation of the Project and any
20 problem which results from the negligent design of the Project.
21 In the event that the Developer fails or refuses to make any such
22 correction, the City shall have the right, but not the obligation,
23 to repair the Project and the Developer hereby agrees to reimburse
24 the City for the costs which it incurs in so doing.

SECTION XI: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Developer shall protect, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its subcontractors, or agents or anyone employed by the Developer or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

It is expressly agreed that the City and the Developer shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the PROJECT contractor. However, the parties hereto agree that in the event the suit or action is reduced to judgment then the cost of such defense shall be ultimately divided or distributed between the parties in the following manner:

1 A. An adjudication by the court or trier of fact that neither
2 the City nor the Developer is responsible or liable for the
3 plaintiffs' injuries or damages, then each party shall bear
4 its own costs and expenses of litigation.

5 B. An adjudication by the court or trier of fact that the
6 Developer is solely or partly responsible and liable for the
7 plaintiffs' injuries or damages while the City is relieved of
8 any responsibility and liability, then the Developer shall
9 reimburse the City for all of its costs and expenses of
10 litigation;

11 C. An adjudication by the court or trier of fact that the City
12 is solely or partly responsible for the plaintiffs' injuries
13 or damages while the Developer is relieved of any
14 responsibility and liability, then the City shall reimburse
15 the Developer for its costs and expenses of the litigation;

16 D. An adjudication by the court or trier of fact which
17 determines responsibility and liability on a comparative
18 basis between the parties, then the City and the Developer
19 shall share in the total costs and expenses of litigation in
20 that amount determined by multiplying the total percentage of
21 fault or liability attributable to the respective parties by
22 the total costs and expenses of litigation.

23 In the event that the suit or action is settled between the
24 litigants, each party shall be responsible for all of its costs

1 and expenses of litigation, unless the settlement agreement
2 provides otherwise.

3 SECTION XII - OWNERSHIP OF PROJECT

4 A. Upon the completion of the Project, and as a condition
5 precedent to the acceptance thereof by the City, the
6 Developer agrees to furnish to the City a good and sufficient
7 Bill of Sale which (i) includes all of the sewer lines and
8 appurtenances which are components of the Project, (ii)
9 attests to the fact that all of such components are free and
10 clear of all liens and other encumbrances and (iii) conveys
11 to the City all right, title and interest in and to the
12 Project.

13 B. It is understood and agreed that the Project shall
14 thereafter, upon its acceptance by the City, become and
15 remain the exclusive property of the City.

16 SECTION XIII - RIGHT OF TERMINATION

17 A. Except for the obligation of the City which is provided for
18 in subsection B of this Section XIII, the City shall have the
19 right to terminate this Agreement at any time, with or
20 without cause, upon thirty (30) days' prior written notice to
21 the Developer. Such notice shall be deemed to have been
22 given on the date on which it is delivered in person to a
23 representative of the Developer or is deposited with the
24 United States Postal Service, postage prepaid and certified -

1 return receipt requested, and addressed to the Developer at
2 3320 North Buffalo Drive, Suite 207, Las Vegas, Nevada 89129
3 or such other address as the Developer may hereafter, from
4 time to time, designate to the City in writing.

- 5 B. Any funds which have been expended by or on behalf of the
6 Developer for the construction and installation of the
7 Project as of the date of the Developer's receipt of such
8 written notice shall be reimbursed to the Developer as
9 hereinabove provided.

SECTION XIV - ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

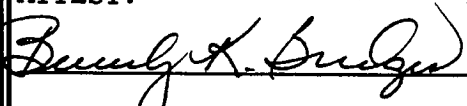
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

BY: 

OSCAR B. GOODMAN, MAYOR

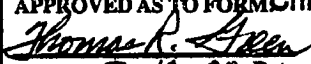
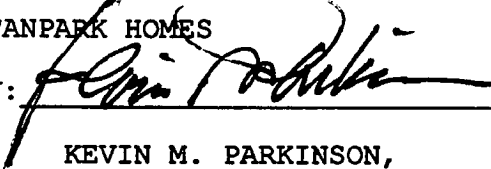
ATTEST:



BARBARA JO RONEUMUS, CITY CLERK

By: Beverly K. Bridges

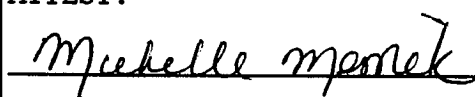
APPROVED AS TO FORM Chief Deputy City Clerk STANPARK HOMES


7-13-00 DateBY: 

KEVIN M. PARKINSON,

VICE PRESIDENT

ATTEST:



MICHELLE MERRICK, PURCHASING AGENT

....

....

....

....

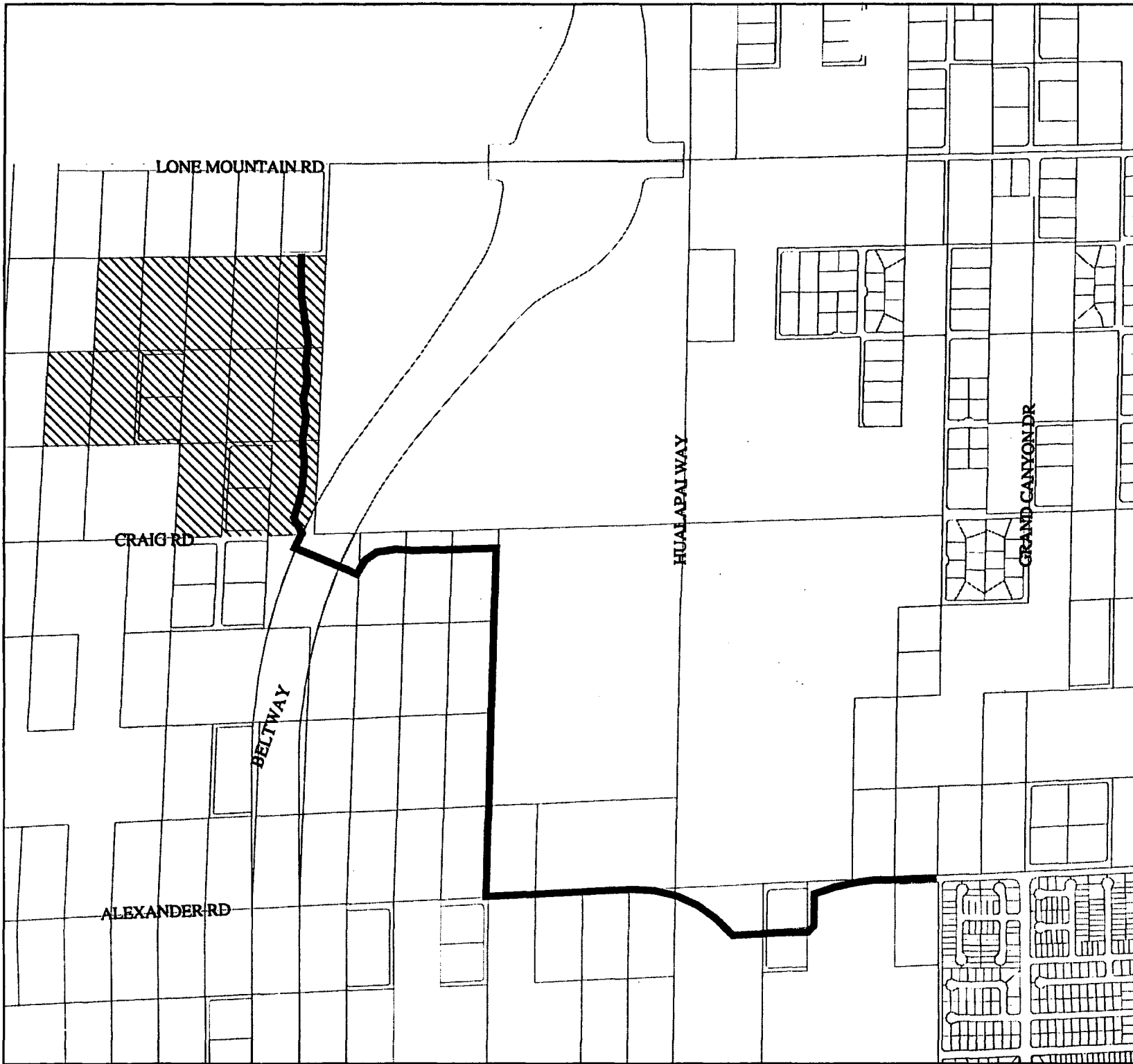
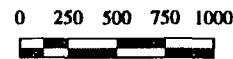
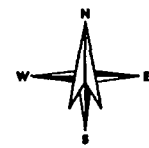


Exhibit A-1

Monument at Lone Mountain Oversize Agreement

— Oversize Sewer



SCALE IN FEET

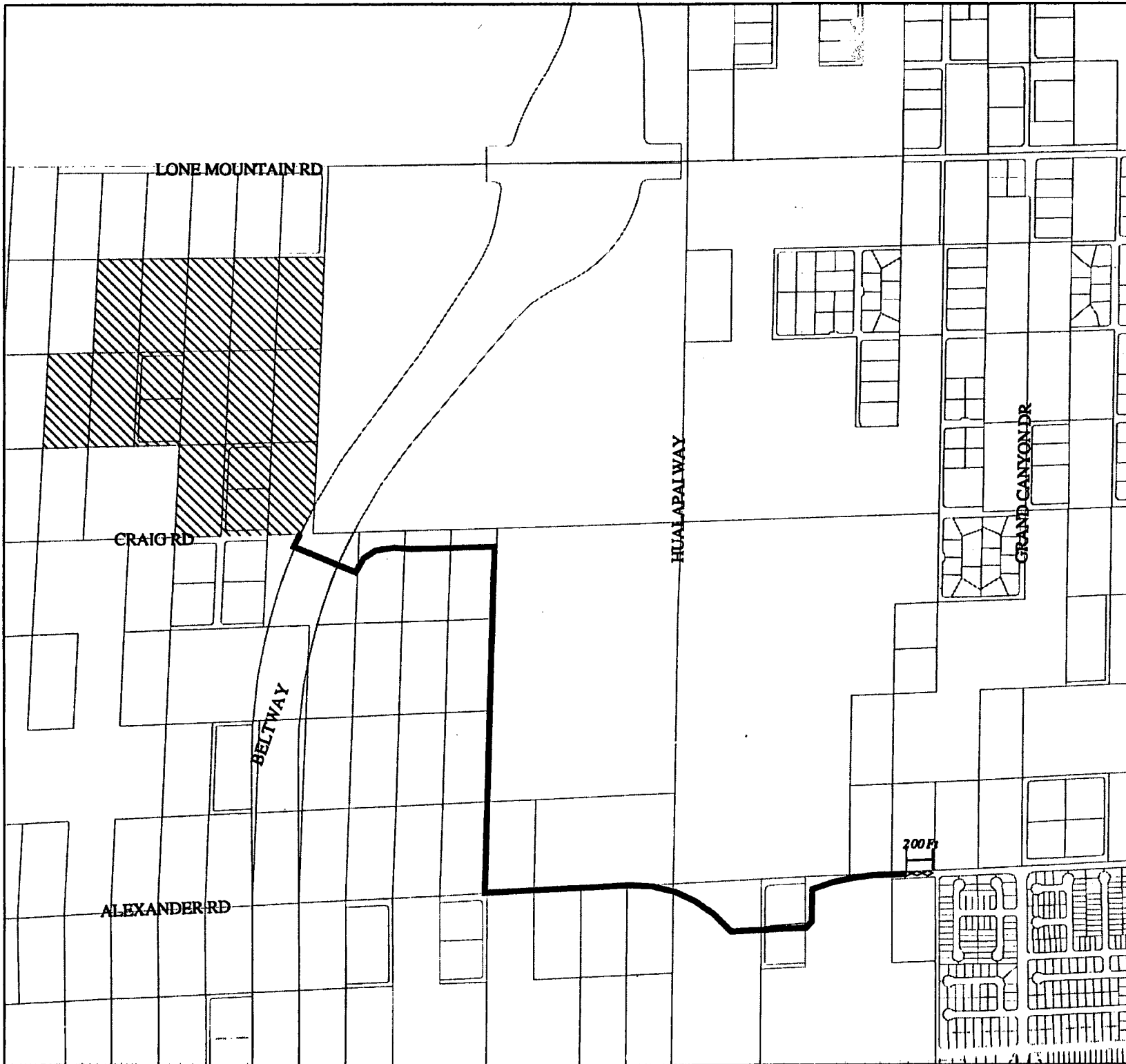


Exhibit A-2 **Monument** **at Lone Mountain** **Extension Agreement**

- Extension Limits
- - - 200 Ft Exclusion

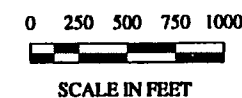
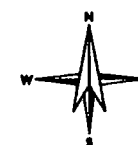


EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: Stanpark Homes
3320 North Buffalo Drive, Suite 207
Las Vegas, Nevada 89129
2. Development: Monument at Lone Mountain
Off-Site Sewer Line
3. Engineer: VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89102
4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:

Western Pipeline
P.O. Box 42609
Las Vegas, NV 89116
5. Estimated Costs of the Project:

Over-sizing Portion of the Project - Sewer in Alexander Road from Jensen Street to Vegas Vista Trail, in Vegas Vista Trail from Alexander Road to Robins Ridge Avenue, in Robins Ridge Avenue from Vegas Vista Trail across the Western Beltway to Yellow Harbor Street, in Yellow Harbor Street to Peaceful Dawn Avenue

8-inch pipe - 45 feet @ \$30.00 per ft.	\$1,350.00
12-inch pipe - 10213 feet @ \$35.00 per ft. =	\$357,455.00
48-inch manhole - 26 each @ \$2000 per manhole =	\$52,000.00
48-inch T-lock manhole - 10 each @ \$4000 per manhole =	\$40,000.00
60-inch manhole - 9 each @ \$6000 per manhole =	\$54,000.00
Steel Casing - 190 feet @ \$125.00 per foot	\$23,750.00
Locking Lids - 8 each @ \$150 per lid	\$1,200.00
Total Over-Size Item Costs	\$529,755.00

Project Costs without Over-sizing

8-inch pipe - 10203 feet @ \$30.00 per ft. =	\$306,090.00
48-inch manhole - 26 each @ \$2000 per manhole =	\$52,000.00
48-inch T-lock manhole - 10 each @ \$4000 per manhole	\$40,000.00
60-inch manhole - 9 each @ \$6,000 per manhole =	\$54,000.00
Steel Casing - 190 feet @ \$120.00 per foot	\$22,800.00
Locking Lids - 8 each @ \$150 per lid	\$1,200.00
Total Costs without Over-Sizing	\$476,090.00

Pipe Oversizing Reimbursable Amount	\$ 53,665.00

EXHIBIT "B"
COST OF CONSTRUCTION

6. Basis for Extension Costs - Prices for the extension portion of this agreement
is based on the successful low bid for the over-sized design as submitted by:

DOW Industries
2606 E. La Madre Way
North Las Vegas, NV 89031

Total Bid Amount for the over-size portion of the design \$491,342.50

Total Bid Amount \$491,342.50

7. Estimated Extension Costs of the Project:

Minus the Over-sizing Reimbursable Amount -\$53,665.00

Minus the on-site sewer in Yellow Harbor Street

8-inch - 2038 feet @ \$25.00 per ft = -\$50,950.00

48-inch manhole - 4 each @ \$1450 per manhole = -\$5,800.00

48-inch T-lock manhole - 5 each @ \$3900 per manhole = -\$19,500.00

60-inch manhole - 4 each @ \$5,000 per manhole = -\$20,000.00

Minus the first 200 feet in Alexander Road

8-inch - 200 ft @ \$25.00 per ft = -\$5,000.00

Reimbursable Subtotal \$336,427.50

95% Multiplier 0.95

Maximum Extension Costs Reimbursable Amount \$319,606.13

City of Las Vegas

Agenda Item No.: 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of the Interlocal Contract No. 351 with the Clark County Regional Transportation Commission for Offsite Improvements Adjacent to RFCD Detention Basin Projects FY 2000-2001 (\$500,000 Clark County Regional Transportation Commission) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$500,000**☒**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source: RTC****PURPOSE/BACKGROUND:**

This Interlocal Contract No. 351 applies to all costs for Offsite Improvements Adjacent to RFCD Detention Basin Projects FY 2000-2001. This contract was approved by the Regional Transportation Commission on July 13, 2000. Total funding for this project shall not exceed \$500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract No. 351

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

#351

**INTERLOCAL CONTRACT
OFFSITE IMPROVEMENT ADJACENT TO
REGIONAL FLOOD CONTROL DISTRICT DETENTION BASIN PROJECTS
FY 2000-2001**

This Interlocal Contract, made and entered into this 1st day of August, 2000, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Clark County, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, perform construction inspection and construct roadway improvements adjacent to Clark County Regional Flood Control District Detention Basin Projects, being within the Federal Aid Urban Boundaries of the Las Vegas Valley, have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Clark County authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements adjacent to and associated with construction of Clark County Regional Flood Control District Detention Basin Projects. The basic improvements will typically include paving, curbs and gutters, sidewalks, streetlights and drainage facilities, if necessary, and are limited to only one-half of the street.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Clark County agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, within the limits specified below:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$500,000 which includes all of the above items.
2. An "Authorization to Proceed" is required for the following two phases of the project:
 - (a) Preliminary engineering and design;

(b) Construction and construction engineering

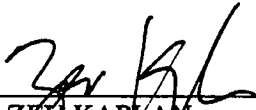
No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific streets on which offsite improvements are to be constructed.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Clark County as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Clark County.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Utility cuts through the pavement shall be prohibited for a period of five years after completion of improvements in accordance with the Policies and Procedures by the entity having jurisdiction over the street.
6. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
7. The improvement must be completed to the satisfaction of the Regional Transportation Commission of Clark County and in accordance to the time constraints set forth in Section 2.4, Project Initialization of the Regional Transportation Commission Policies and Procedures.
8. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

APPROVED AS TO FORM AND LEGALITY:

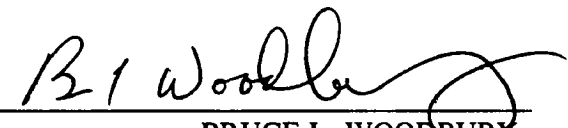
BY:


ZEVI KAPLAN
General Legal Counsel

ATTEST:

CLARK COUNTY BOARD OF COUNTY
COMMISSIONERS

BY:


BRUCE L. WOODBURY,
Chairman

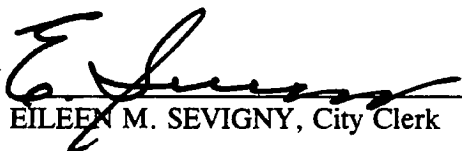
Date of Commission Action:

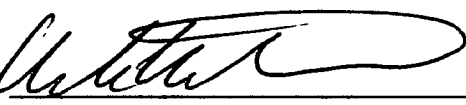
August 1, 2000

ATTEST:

CITY OF NORTH LAS VEGAS

BY:


EILEEN M. SEIGNY, City Clerk


MICHAEL L. MONTANDON, Mayor

Date of Council Action:

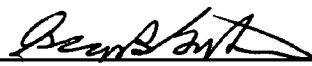
August 16, 2000

ATTEST:

CITY OF LAS VEGAS

BY:

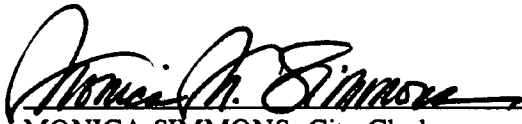

BARBARA JO RONEUMUS, City Clerk


OSCAR B. GOODMAN, Mayor

Date of Council Action:

8-16-2000

ATTEST:

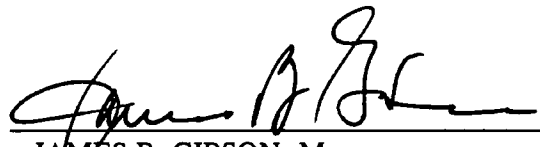


MONICA SIMMONS, City Clerk

Date of Council Action:

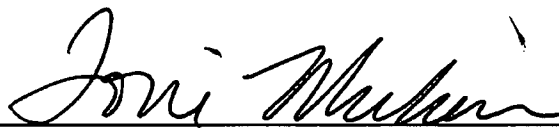
8/15/00

CITY OF HENDERSON

BY: 

JAMES B. GIBSON, Mayor

ATTEST:

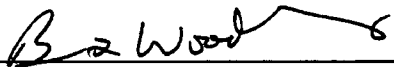


TONI MICHENER
Executive Assistant

Date of Commission Action:

7.13.00

REGIONAL TRANSPORTATION COMMISSION
OF CLARK COUNTY

BY: 

BRUCE L. WOODBURY, Chairman

City of Las Vegas

Agenda Item No.: 54

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Cost-sharing Cooperative Agreement with the United States Department of Energy (USDOE) and Air Products, Inc. to enter into a (5) year Alternative Fuel Demonstration Agreement - (United States Department of Energy and Air Products, Inc providing \$10,800,000 and the City of Las Vegas providing in-kind cost share of \$900,000 over the term of contract) - (all Wards)

Fiscal Impact☐**No Impact****Amount: \$900,000**☒**Budget Funds Available****Dept./Division: PW/Vehicle Services**☐**Augmentation Required****Funding Source: Operating Budget****PURPOSE/BACKGROUND:**

The City's cost-share obligations to this Agreement include providing six (6) buses for the demonstration project; as the technology proves itself, to phase in up to (10) light duty pickup trucks operating on the fuel; provide the site for the fueling station at the West Vehicle Service Center located at 2950 Ronemus Drive; provide staff to monitor and maintain the fueling station; manage the operation and assist in converting the vehicles engines to operate on the fuel; share performance and emission data; provide for the necessary utilities to support the fuel station; pay for the fuel.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Cost-sharing Cooperative Agreement

MOTION:**L.B. McDONALD – APPROVED as recommended – UNANIMOUS****MINUTES:**

COUNCILWOMAN McDONALD requested that LARRY HAUGSNESS, Deputy Director, Public Works, and DAN HYDE, Vehicle Services Manager, Public Works, give a brief synopsis of this wonderful innovation. She congratulated them for their leadership in dealing with air quality issues and for the very innovative ways of addressing those issues.

*City of Las Vegas***Agenda Item No.: 54**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Public Works Department

Item 54 – Cost-Sharing Cooperative Agreement with USDOE and Air Products, Inc.

MINUTES – Continued:

MR. HYDE explained that this very ambitious program is a five-year cost-share agreement with the Department of Energy and Air Products, Inc. The key to this project is the fact that there are no hard dollars for the City of Las Vegas. This will be in line with what the City would be doing in association with the compressed natural gas fueling site that would be a part of the Northwest Service Center. The \$10.8 million is actually hard dollars that are coming to the community from the Department of Energy, the Bechtell Corporation, Air Products and Plug Power. This will provide air quality benefit because of the clean fuel burning attributes attributed to the fuel, as well as bringing economic opportunity to the community. He thanked COUNCILWOMAN McDONALD for supporting the project.

MAYOR GOODMAN requested that the record reflect his abstention on Item 52 due to his business relationship with individuals from Stanpark Homes.

(9:49 –9:51)

1-1103

Subcontract of
Air Products and Chemicals, Inc.
with
The City of Las Vegas
arising under
Cost-sharing
Cooperative Agreement
between
The United States Department of Energy
and
Air Products and Chemicals, Inc.
for the Project entitled,
“Research and Development of a Hydrogen Reformer, Fuel Cell
Generator, and Vehicle Refueling System”
Doe Instrument No.: DE-FC08-99NV13578

GENERAL TERMS AND CONDITIONS FOR DOE COOPERATIVE AGREEMENT SUBCONTRACT

This Subcontract is entered between AIR PRODUCTS AND CHEMICALS, INC. (Air Products) and THE CITY OF LAS VEGAS (CLV) arising under the Cooperative Agreement between Air Products and the United States Department of Energy, DE-FC08-99NV13578, entitled, "Research and Development of a Hydrogen Reformer, Fuel Cell Generator, and Vehicle Refueling System."

Air Products and Chemicals, Inc. shall be referred to in this Subcontract as "Air Products". For purposes of this Subcontract the address of Air Products shall be 7201 Hamilton Blvd., Allentown, PA 18195-1501.

The City of Las Vegas shall be referred to in this Subcontract as the "Subcontractor". For purposes of this Subcontract the address of the Subcontractor shall be 400 East Stuart Avenue, Las Vegas, Nevada, 89101.

1. The DOE Financial Assistance Rules, 10 CFR Part 600 are incorporated by reference to this Subcontract. The DOE Assistance Regulation (10 CFR 600) may be accessed through the Internet at the following address:

<http://www.pr.doe.gov/faregs.html>

This contract incorporates by reference the following OMB circulars and regulatory coverage to the extent applicable to this Subcontract and any subawards (including subcontracts) as revised and amended as of the effective date of this Subcontract:

(1) For State/Local Governments

- 10 CFR 600 Subpart C, Uniform Administrative Requirements for Grants & Cooperative Agreements to State and Local Governments
- Patents, 48 CFR 927
- OMB Circular A-87, Cost Principles
- OMB Circular A-128 and 10 CFR 600 Subpart E, Audits

A. The following Terms and Conditions are enclosed and made part of this Subcontract

Appendix A - Special Terms and Conditions for Subcontract

Appendix B - Intellectual Property Provisions

Appendix C - Reporting Requirements

Appendix D - Billing Instructions

Appendix E - Project Description as exhibited in Cooperative Agreement

Appendix F - Subcontractor Statement of Work

Appendix G - Contract Clauses

2. The Subcontractor agrees to perform the tasks and work described in the Subcontractor's Statement of Work attached as Appendix F and to perform such tasks and work in an acceptable manner consistent with the

standards typical for such work in the relevant industry and shall correct any work that shall come to its attention as incorrect or defective within reasonable effort. The Subcontractor agrees to modify the tasks and work of the Subcontractor's Statement of Work consistent with and limited to the provisions of Appendix A, Section 13 Technical Direction and within the provisions regarding costs and expenses of Appendix A, Section 1 Budget Period and Estimated Project Costs, as such costs and expense may be modified from time to time under the provisions of this Subcontract Agreement.

3. Insurance and Indemnity. In addition to any other insurance requirements of this contract, Subcontractor shall acquire and thereafter maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance coverage as the Subcontractor normally carries for similar projects. With the approval of the Contracting Officer and Air Products, the Subcontractor may maintain a self-insurance program for any of the coverage specified in this Article; provided that, with respect to worker's compensation, the Subcontractor is qualified under applicable statutory and regulatory authority. All insurance required pursuant to the provisions of this Article shall be in such form, in such amounts, for such periods of time, and provided by such insurance carriers as the Subcontractor normally carries.

(A) Hazards (Property Damage)

The Subcontractor shall provide or cause to be provided hazard insurance (theft, fire, windstorm, water damage, etc.) covering the materials, equipment, and structures acquired or constructed under this Subcontract. Proceeds from such insurance may be used to replace the damaged or destroyed property. If the Subcontractor decides not to replace or repair the property, the insurance proceeds shall be paid to DOE in the same ratio as the Cost-share formula applicable to the Budget Period of the Subcontract when the equipment or property was purchased.

(B) Flood Insurance

If funds under this Subcontract are used to acquire or construct property or equipment for use in an identified flood plain area in the United States having special flood, special flood-related erosion, or special mud slide (i.e., mud-flow) hazards, the Subcontractor shall obtain or caused to be obtained flood insurance as required by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4002, 4012a, 4105), as amended. Proceeds from such insurance may be used to replace the damaged or destroyed property. If the Subcontractor decides not to replace or repair the property, the insurance proceeds shall be paid to DOE in the same ratio as the Cost-share formula applicable to the Budget Period of the Subcontract when the equipment or property was purchased.

(C) Indemnity

Subject to the limitations on liability set forth in NRS 41.035, the Subcontractor shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, caused by the fault or negligence of the Subcontractor in performing the Project under this Subcontract. Further, the Subcontractor acknowledges and agrees that the foregoing indemnification is a third party right inuring to the benefit of the Government and that the Government has the right to directly enforce this indemnification. If for whatever reason the Government does not directly enforce this indemnification and Air Products is, in essence, required to enforce this indemnification on its behalf, the Subcontractor shall reimburse Air Products for any and all costs incurred on account of the enforcement.

(D) Other Insurance

The Subcontractor shall carry general commercial liability insurance in an appropriate amount for injury of property and to life. The Subcontractor will request its subawardees to also carry such insurance in an amount requisite with the risks of their objectives; such insurance will name Air Products, DOE, and

the Government as added insureds and will provide a waiver of subrogation.

(E) Indemnification by Subcontractors

The Subcontractor shall attempt to incorporate in its subawards an indemnity provision wherein the subawardees shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, caused by the fault or negligence of such subawardee in performing its objectives under such subaward. Further, such subawards shall provide the Government the right to directly enforce the indemnity inuring to its benefit.

4. Should any provision or clause of this Agreement be declared to be invalid or unenforceable by a court or other agreed dispute resolution body, that particular clause or provision shall be modified by the court or dispute resolution body to the extent necessary to render it enforceable or valid if possible, and if impossible, shall be severed from the Agreement, with the remaining provisions to be enforced.
5. Neither this Agreement nor the providing of confidential or proprietary information shall extend any guarantees or warranties, express or implied, to either party. Neither party shall be liable to the other for consequential, special, incidental, or exemplary damages of any kind under any theory of recovery including but not limited to negligence, breach of contract, tort, or strict liability.
6. Force Majeure. Neither party hereto shall be liable for delays in performance hereunder due to any cause or circumstance beyond its control, including without thereby limiting the generality of the foregoing, any such failures or delays in performance caused by strikes, lockouts, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States or with orders of governmental authority, delays in transit or delivery on the part of transportation companies or communications facilities, or any failure of sources of material.
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties above referred to and supersede only to the extent necessary all other previous communications whether oral or written, between the parties hereto with respect to the subject matter hereof and no agreement or understanding varying or extending the same shall be binding upon each party hereto unless reduced to writing and executed by the parties hereto.
8. Independent Contractors. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
9. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, except that it may be assigned without such consent to the successor of either party or to a person, firm or corporation acquiring all or substantially all of the business and assets of such party. No assignment of this Agreement shall be valid until and unless this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.
10. Governing Law. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the Commonwealth of Pennsylvania.
11. Addresses.

The addresses of the parties hereto are as follows:

The City of Las Vegas
400 E. Stewart Ave.

Las Vegas, NV 89101
Attention: Dan Hyde

AIR PRODUCTS AND CHEMICALS, INC.
7201 Hamilton Blvd.
Allentown, Pennsylvania 18195
Attention: Sandra A. Kushner

12. Notices and other communications hereunder shall be in writing and dispatched by overnight mail carrier postpaid, to the party entitled hereto at its above address or at such other address as may from time to time be designated in writing to the other party, and deemed to have been duly given upon the mailing thereof.

13. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14. Permitted Access and Non-Fixture Status. Subcontractor shall permit access and utilization of the vehicle refueling facility site, selected by the parties, by DOE, Plug Power, Inc. and Air Products and their respective authorized subcontractors during the times that the site is being designed, constructed, operated, and potentially decommissioned and for the purposes set forth in Appendix E, Project Description. Subcontractor shall permit the preparation, construction, installation, operation and potentially decommissioning of the vehicle refueling facility on the site. Materials, equipment, non-permanent foundations, skids, storage vessels, dispensing equipment, fuel cell(s) and hydrocarbon reformer(s) supplied by contractual parties to Air Products other than the Subcontractor shall not be deemed to be fixtures on the site, shall not be deemed to have transferred in title or ownership to Subcontractor despite location and connection to other equipment, foundations or utilities at the site, and shall not have any liens or encumbrances placed upon them by Subcontractor. Subcontractor agrees that parties providing such materials, equipment, non-permanent foundations, skids, storage vessels, dispensing equipment, fuel cell(s) and hydrocarbon reformer(s) shall be permitted to decommission, dismantle and remove their respective property at the end of the project, if they desire. Air Products shall hold Subcontractor harmless from any damage to or interference with Subcontractor's CNG equipment which affects its basic function of providing CNG fuel to Subcontractor's fleet and which results from any decommissioning, dismantling, or removal conducted under this paragraph by Air Products or its contractual parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Contract, intending to be legally bound thereby.

THE CITY OF LAS VEGAS

By: [Signature]

Title: Mayor

Date: 8-21-2000

AIR PRODUCTS AND CHEMICALS, INC.

By: [Signature]

Title: CORPORATE VICE PRESIDENT, TECHNOLOGY

Date: 6/20/00

Attest:

By: [Signature]
BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM
[Signature]
DEP. CITY ATTY Date 6-6-00

Appendix A

SPECIAL TERMS AND CONDITIONS FOR SUBCONTRACTS**TABLE OF CONTENTS**

Paragraph		Page
1.	BUDGET PERIOD AND ESTIMATED PROJECT COSTS	2
2.	(Reserved).	2
3.	(Reserved).	2
4.	(Reserved).	2
5.	DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS	2
6.	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS--SENSE OF CONGRESS.....	3
7.	NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES	3
8.	ADDITIONAL PROVISIONS	3
9.	REPORTING.....	3
10.	COST SHARE CONTRIBUTIONS.....	4
11.	FEE	4
12.	STATEMENT OF SUBSTANTIAL INVOLVEMENT.....	4
13.	TECHNICAL DIRECTION	5
14.	CONTINUATION OF WORK.	6
15.	NATIONAL ENVIRONMENTAL POLICY ACT LIMITATIONS ON ACTIONS PROVISION.	6
16.	OBLIGATIONS AS TO PROTECTED ENERGY POLICY ACT INFORMATION.....	6
17.	(Reserved).	6
18.	PROJECT SITE AND ACCESS	6
19.	BUDGET ADJUSTMENTS.....	7
20.	LEGAL NOTICE/DISCLAIMER	7

Appendix A

SPECIAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE SUBCONTRACTS

The project period of this Subcontract shall be 1 October 1999 through 30 September 2004.

1. BUDGET PERIOD AND ESTIMATED PROJECT COSTS

<u>Budget Period</u>	<u>Start Date</u>	<u>End Date</u>	<u>No. of Months</u>
One	1 Oct 1999	30 Sep 2000	12
Two	1 Oct 2000	30 Sep 2001	12
Three	1 Oct 2001	30 Sep 2004	36

A. Project Budget Periods

The Project under this Cooperative Agreement is scheduled to be conducted over a five (5) year period and is divided into three (3) Budget Periods of a length specified above.

B. Total Estimated City of Las Vegas Project Cost by Project Budget Period

DOE through Air Products and the Subcontractor shall Cost-share in allowable direct and indirect Subcontractor Project costs in the percentages and up to the amounts shown below:

TOTAL ESTIMATED SUBCONTRACTOR COST		\$	<u>\$931,563</u>
<u>Budget Period #1</u>	CLV Share	\$375,925	100.00%
	APCI Share	<u>\$0</u>	0.00
	Total BP#1	\$375,925	
<u>Budget Period #2</u>	CLV Share	\$260,477	100.00%
	APCI Share	<u>\$0</u>	0.00%
	Total BP#2	\$ 260,477	
<u>Budget Period #3</u>	CLV Share	\$295,161	100.00%
	APCI Share	<u>\$0</u>	0.00%
	Total BP#2	\$295,161	
<u>Total Project</u>	CLV Share	\$931,563	100.00%
	APCI Share	<u>\$0</u>	0.00%
	Total Project	\$931,563	

C. Invoicing

CLV shall invoice Air Products for the work performed in accordance with the Billing Instructions set forth in Appendix D which is incorporated in and made part of this Subcontract by reference.

2. (Reserved)

3. (Reserved)

4. (Reserved)

5. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Appendix A

Notwithstanding any other provisions of this Subcontract, including but not limited to Federal Acquisition Regulation 31.205-31, when applicable, as incorporated by Financial Assistance Rule 600.127(a), Air Products or the government shall not be responsible for or have any obligation to the Subcontractor for (i) D&D of any of the Subcontractor's facilities, or (ii) any costs which may be incurred by the Subcontractor in connection with the D&D of any of its facilities due to the performance of the work under this Subcontract, whether said work was performed prior to or subsequent to the effective date of this Subcontract.

6. NOTICE REGARDING THE PURCHASE OF AMERICAN--MADE EQUIPMENT AND PRODUCTS--
SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Subcontract should be American-made.

7. NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES

Recipients of financial assistance are cautioned to carefully review the allowable cost and other provisions applicable to expenditures under their particular Subcontract instruments. If financial assistance funds are spent for purposes or in amounts inconsistent with the allowable cost or any other provisions governing expenditures in an Subcontract instrument, the government may pursue a number of remedies against the Recipient, including in appropriate circumstances, recovery of such funds, termination of the Subcontract, suspension, or debarment of the recipient from future Subcontracts and criminal prosecution for false statements.

Particular care should be taken by the recipient to comply with the provisions prohibiting the expenditure of funds for lobbying and related activities. Financial assistance Subcontracts may be used to describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not to encourage or support political activities such as the collection and dissemination of information related to potential, planned, or pending legislation.

8. ADDITIONAL PROVISIONS

a. (Reserved)

b. Energy and Water Development Appropriations Act Funding

Lobbying Restriction. The Subcontractor agrees that none of the funds obligated on this Subcontract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

9. REPORTING

Failure to comply with the reporting requirements contained in this Subcontract will be considered a material noncompliance with the terms of the Subcontract. Noncompliance may result in a withholding of future payments, suspension, or termination of the current Subcontract and withholding of future Subcontracts. Reporting Requirements set forth in Appendix C of this Subcontract are incorporated in and made part of this Subcontract by this reference.

10. COST SHARE CONTRIBUTIONS

Appendix A

During the 5-year project period October 1, 1999, through September 30, 2004, the Subcontractor will contribute \$931,563 towards the aforementioned project period. It is understood by the parties that Air Products' share of this first budget period is \$0 and no additional funding will be provided notwithstanding the total cost of the project at completion other than negotiated changes in the project work scope. In the event a project is terminated early or not funded to its completion, the Subcontractor will be held liable to Air Products for the minimum cost share requirements under the Energy Policy Act (50 percent for demonstration or commercial application for the effort performed as of the date of termination).

11. FEE

No fee shall be paid the Recipient under this Agreement.

12. STATEMENT OF SUBSTANTIAL INVOLVEMENT

Air Products will be substantially involved in all Tasks of the Statement of Work. Air Products will collaborate with the Subcontractor in evaluating their performance and progress on Subcontractor's Statement of Work and achieving the project objectives in accordance with the requirements of DOE under Cooperative Agreement DE-FC-99NV13578, section 12, Statement of Substantial Involvement.

Air Products will provide technical direction to the overall program, as well as the individual program elements as it is determined to be necessary and appropriate. Air Products will participate during the full duration of the project, and will have continuing rights to conduct ongoing negotiations with the Subcontractor regarding the technical direction of the work conducted under this agreement. Air Products staff members will attend meetings and participate in the formation and direction of scope of the key development activities. Air Products and the DOE Project Officer will participate in the development, review, and approval of all proposed statements of work, including subcontractor statements of work, prior to the execution of any subcontract. Approval by Air Products will not be unreasonably withheld. Air Products will review technical progress reports and provide input to these reports as deemed necessary. In addition, Air Products will have the right to have National Laboratories or selected private organizations perform independent tests and evaluations of the Subcontract deliverables, thus providing an additional measure of technical progress.

Air Products may collaborate with the Subcontractor in the allocation of funds budgeted for this Subcontract. Further, as work progresses, funding needs may change and depending upon availability of funds, Air Products may collaborate with the Subcontractor to reallocate funds budgeted between the different programs and projects.

Air Products will thus be actively monitoring the Subcontractor research and development activities, including participation in the reviews of its contractor's activities and review of the contractor's reports to the Subcontractor. Air Products will actively participate in the Subcontractor process of reviewing and approving the proposed programs and projects.

The substantial involvement by Air Products under this Subcontract will remain in effect for the term of the Subcontract unless otherwise amended in writing by the Air Products Contract Administrator. Moreover, this statement of substantial involvement by Air Products does not increase Air Product's liability under the Subcontract.

13. TECHNICAL DIRECTION

Appendix A

- a. The work to be performed by the Subcontractor under this Subcontract is subject to the surveillance and written Technical Direction of Air Products' Program Director and /or Contract Administrator. The term Technical Direction is defined to include, without limitation, the following:
- (1) Directions to the Subcontractor which redirects the work effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise provide technical guidance to the Subcontractor in order to accomplish the tasks and requirements stated in the Statement of Work as exhibited in Appendix F contained in this Subcontract.
 - (2) Provisions of information to the Subcontractor which assists in the interpretation of drawings, specifications, or technical portions of the Statement of Work as contained in the Subcontract.
 - (3) Review and, where required by the Subcontract, approval of technical reports, drawings, specifications, or technical information to be delivered by the Subcontractor to Air Products or DOE under the Subcontract.
 - (4) The DOE Project Officer and Air Products' Program Director, and Overall Project Manager shall monitor the Subcontractor's performance with respect to compliance with the requirements of this Subcontract.
- b. Technical direction and management surveillance shall not impose tasks or requirements upon the Subcontractor additional to or different from the tasks and requirements stated in the Statement of Work of the Subcontract. The Technical Direction to be valid:
- (1) Must be issued writing consistent with the tasks and requirements stated in the Statement of Work of this Subcontract and
 - (2) May not:
 - (a) Constitute an assignment of additional work outside the tasks and requirements stated in the Statement of Work of this Subcontract;
 - (b) In any manner cause an increase or decrease in the total estimated project cost or the time required for project performance;
 - (c) Change any of the expressed terms, conditions, or specification of the Subcontract; or
 - (d) Accept nonconforming work.
- c. The Subcontractor shall proceed promptly with the performance of Technical Directions duly issued by the Air Product's Program Director in the manner prescribed by paragraph 13 b., above, and which are within his authority under the provisions of paragraph 13 b. (1), above; provided, however, that the Subcontractor shall immediately cease the performance of any Technical Direction upon receipt of a written instruction to that effect from Air Products.
- d. If in the opinion of the Subcontractor any Technical Direction issued by the Air Product's Program Director is within one of the categories as defined in b. (2)(a) through (d) above, the Subcontractor shall not proceed but shall notify the Air Products Program Director in writing within 5 working days after the receipt of any such Technical Direction and shall request the Air Products to rescind such direction or mutually agree to modify the agreement accordingly.
- e. The only persons authorized to give Technical Direction to the Subcontractor under this Subcontract are Air Products' Program Director and Overall Project Manager or DOE Project Officer. Any action taken by the Subcontractor in response to any direction given by any person other than Air Product's

Appendix A

Program Director, Overall Project Manager or DOE Project Officer shall not be binding upon Air Products.

14. CONTINUATION OF WORK

There will be an evaluation of the progress near the end of each budget period to determine to continue, redirect, or terminate the subcontract work under the project.

15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) LIMITATIONS ON ACTIONS PROVISION

The Subcontractor shall not take any action, pursuant to this Subcontract which would have an adverse effect on the environment with respect to research, development, and demonstration for a PEM Fuel Cell, Hydrogen Reformer, and Hydrogen Refueling Facility prior to the DOE's completion of its NEPA process.

16. OBLIGATIONS AS TO PROTECTED ENERGY POLICY ACT INFORMATION

The provisions of The Energy Policy Act of 1992, P.L. 102-486 (42 U.S.C. ' 13541(d)) specify the protection from public disclosure, for a period of up to five (5) years from development, of information resulting from this Subcontract that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from a non-Federal party. This protection from public disclosure includes exemption from disclosure pursuant to 5 U.S.C. ' 552(b) (The Freedom of Information Act).

Data subject to and protectable under the provisions of P.L. 102-486 (42 U.S.C. ' 13541(d)), shall be marked with the following legend:

"PROTECTED ENERGY POLICY ACT INFORMATION

THIS DOCUMENT CONTAINS PROTECTED INFORMATION WHICH WAS
PRODUCED ON _____ [DATE] UNDER NO. DE-XX08-99NVXXXXX AND
IS NOT TO BE FURTHER DISCLOSED FOR A PERIOD OF FIVE (5) YEARS
FROM THE DATE IT WAS PRODUCED EXCEPT AS EXPRESSLY
PROVIDED FOR IN THE SUBJECT ."

In addition, the Recipient will mark each page of the document with the following legend: "PROTECTED ENERGY POLICY ACT INFORMATION."

Air Products agrees and commits not to have the Government agree not to further disclose such Protected Energy Policy Act Information for a period of five (5) years from the date it was produced, except to be provided to other DOE facilities with the same protection in place, as necessary to perform this Contract, or as otherwise mutually agreed to in advance.

The obligations in (c) above shall end when any such protected information becomes publicly known without fault of the Government, comes into the Government's possession without breach by the Government of its obligations or is independently developed by someone who did not have access to the protected information.

17. (Reserved)

18. PROJECT SITE AND ACCESS

Appendix A

The Subcontractor's portion of the Project shall be performed at the following site: City of Las Vegas Northwest Service Center, also known as West Service Center located at 2950 Ronemus Drive, Las Vegas, NV 89128, the designated fuel station site of CLV, Las Vegas, Nevada.

At the request of the Contracting Officer or the COR, the Air Products' Contract Administrator, Program Director, or Overall Project Manager, subcontractor shall provide Government officials and interested members of the public with access to the Project site to observe Project operations. Except where access must be limited due to valid operational, environmental, health, safety or security concerns, such access shall be at reasonable times, be the subject of reasonable prior notice by DOE or Air Products, be subject to reasonable limitations on the number of people during each visit and be in accordance with the environmental, health, safety and visitation rules and regulations of the particular site. With respect to access rights for the other interested members of the public, the Subcontractor shall have the right to restrict access to their Project site when there is a good faith belief that such access would compromise its proprietary information and know-how.

The Subcontractor agrees to use reasonable efforts to protect the 50kWe net PEM Fuel cell and Hydrogen Generator and its components from disassembly, analysis, or reverse engineering by any party without the prior written approval of Air Products. The Subcontractor agrees to limit access to the 50kWe net PEM Fuel cell and Hydrogen Generator and its components to designated employees of CLV, Air Products, Plug Power, or DOE. All parties having access to the units agree to protect the units from any attempt to gain knowledge of the designs, specifications, and all other intellectual property embodied in both the fuel cell system and hydrogen generation system.

19. BUDGET ADJUSTMENTS

A. Additional Funds

The Subcontractor shall immediately notify Air Products' in writing whenever it becomes apparent that the costs of completing that portion of the Project to be performed during a Budget Period exceeds the Total Approved Budget. Such written notice shall, at a minimum, set forth (1) a detailed explanation of the magnitude and factors causing the cost overrun; (2) a proposed Budget revision detailing the amount of additional funds needed to complete the Project and (3) the amount of additional Air Products funds, if any, requested by the Subcontractor.

B. Air Products/Subcontractor Cost-share of Additional Funds

1. Any additional Air Products funding during a given Budget Period directed toward work conducted by Air Products and Subcontractor shall be Cost-shared according to the percentages recited in the Proposal for the Budget Period in which such additional funding is awarded, provided that Air Products' percentage of the allowable costs will not exceed the Air Products' percentage of the Total Estimated Project Costs, as may be amended from time to time, as shown in Appendix A, paragraph 1 B. as of the date of Subcontract.
2. In the event Air Products elects to share in a Project cost overrun and makes Air Products' funds available for such Cost-sharing, Subcontractor agrees that it will continue performance of the Project and provide the Recipient's respective share of the cost overrun funding.

20. LEGAL NOTICE/DISCLAIMER

The following notice shall be contained in all reports intended to be released to the public: This report was prepared by The City of Las Vegas as Subcontractor to Air Products and Chemicals, Inc., pursuant to a partially funded by Air Products and Chemicals, Inc. and the United States Department of Energy,

Appendix A

and neither Air Products and Chemicals, Inc., nor any of its contractors or subcontractors nor the United States Department of Energy, nor any person acting on behalf of either:

Makes any warranty or representation, express or implied, with respect to the accuracy, completeness, or usefulness of the information contained in this report, or that the use of any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or

Assumes any liabilities with respect to the use of, or for damages resulting from the use of, any information, apparatus, method or process disclosed in this report. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by Air Products and Chemicals, Inc. or the United States Department of Energy. The views and opinions of authors expressed herein do not necessarily state or reflect those of Air Products and Chemicals, Inc. or the United States Department of Energy.

Appendix B

APPENDIX B

**Intellectual Property Provisions
Research, Development, or Demonstration
Large Business, State and Local Governments, and Foreign Organizations**

01.	FAR	52.227-1	Authorization and Consent (JUL 1995), Alternate I
02.	FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
			<i>This clause is not applicable if the subcontract is for less than \$100,000.</i>
03.	FAR	52.227-14	Rights in Data - General, as modified by 10 CFR Part 600.27 and DEAR 927.409 (Effective Apr 1998)
			<i>If this subcontract requires the use or delivery of limited rights data and/or restricted computer software, Alternates II and III are incorporated, unless modified upon recommendation of Patent Counsel.</i>
04.	FAR	52.227-16	Additional Data Requirements (JUN 1987)
05.	FAR	52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
06.	DEAR	952.227-9	Refund of Royalties (MAR 1995)
07.	DEAR	952.227-13	Patent Rights-Acquisition by the Government (MAR 1995)

Note to subcontractor:

In these clauses, the term "Contract" and "Cooperative Agreement" mean Subcontract, and the term "Contractor" means Subcontractor, unless the content of the clause clearly indicates otherwise. The use of the term "subcontractor" in any of the provisions means contractor to the Subcontractor and all tiers of Subcontractor thereunder unless the conditions for use of a provision as set forth in the applicable regulations provide otherwise.

Appendix B

01. FAR 52.227-1 Authorization and Consent; Alternate I

AUTHORIZATION AND CONSENT (JUL 1995)

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

03. FAR 52.227-14 Rights in Data - General, as modified by 10 CFR Part 600.27 and DEAR 927.409 (Effective Apr 1998)

RIGHTS IN DATA - GENERAL (JUN 1987)

(a) Definitions.

(1) *Computer data bases*, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) *Computer software*, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) *Data*, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) *Form, fit, and function data*, as used in this clause, means data relating to items, components, or

Appendix B

processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) *Limited rights data*, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) *Restricted computer software*, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) *Technical data*, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) *Unlimited rights*, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) below regarding copyright, the Government shall have unlimited rights in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) below.

(2) The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) below;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) below;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) below; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) below.

(c) Copyright.

(1) Data first produced in the performance of the award. Except as otherwise specifically provided in this award, the recipient may establish claim to copyright subsisting in any data first produced in the performance of this award. When claim to copyright is made, the Recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The recipient grants to the Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The right to publish includes the right to publicly distribute. The right to use the work for Federal purposes includes the right to prepare derivative works.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 and 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of

Appendix B

the same scope as set forth in subparagraph (1) above; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) below if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices place on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) below and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will not longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (i) above, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignore. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the Head of the Contracting Activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (1) above may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may

Appendix B

arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) below, or the copyright notice required by paragraph (c) above, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor:

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this Contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government is to be treated as limited rights data and not restricted computer software.

(2) [Reserved.]

(3) [Reserved.]

(h) Subcontracting.

The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) above, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

Appendix B

Alternate II (Jun 1987)

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government contract No. _____ (and subcontract No. _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

-[Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (Jun 1987)

(g)(3)(I) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any others rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

Appendix B

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE SHORT FORM (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract _____, if appropriate) with _____ (name of Contractor and subcontractor)."

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

04. FAR 52.227-16 Additional Data Requirements

ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data-General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data-General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data-General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

05. FAR 52.227-23 Rights to Proposal Data

RIGHTS TO PROPOSAL DATA (TECHNICAL)(JUN 1987)

Except for data contained on pages A 1 through A 6 and I 8 through I 13, it is agreed that as a condition of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated May 26, 1999, upon which this contract is based.

06. DEAR 952.227-9 Refund of Royalties

REFUND OF ROYALTIES (FEB 1995)

(a) The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.

Appendix B

(b) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract here-under. The term also includes any costs or charges associated with the access to, use of, or other right pertaining to data that is represented to be proprietary and is related to the performance of this contract or the copying of such data or data that is copyrighted.

(c) The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.

(d) The Contractor will be compensated for royalties reported under paragraph (c) of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs. The approval by DOE of any individual payments or royalties shall not prevent the Government from contesting at any time the enforceability, validity, scope of, or title to, any patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.

(e) If, at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.

(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

(End of clause)

07. DEAR 952.227-13 Patent Rights - Acquisition by the Government

PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (FEB 1995)

(a) Definitions.

"Invention", as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Practical application", as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention", as used in this clause, means any invention of the Contractor conceived or first actually reduced to practice in the course of or under this contract.

"Patent Counsel", as used in this clause, means the Department of Energy Patent Counsel assisting the procuring activity.

"DOE patent waiver regulations", as used in this clause, means the Department of Energy patent waiver regulations at 41 CFR 9-9.109-6 or successor regulations. See 10 CFR part 784.

Appendix B

"Agency licensing regulations" and "applicable agency licensing regulations", as used in this clause, mean the Department of Energy patent licensing regulations at 10 CFR Part 781.

(b) Allocations of principal rights.

(1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the Contractor under subparagraph (b)(2) and paragraph (d) of this clause.

(2) Greater rights determinations.

(i) The contractor, or an employee-inventor after consultation with the Contractor, may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the DOE patent waiver regulations. A request for a determination of whether the Contractor or the employee-inventor is entitled to acquire such greater rights must be submitted to the Patent Counsel with a copy to the Contracting Officer at the time of the first disclosure of the invention pursuant to subparagraph (e)(2) of this clause, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract shall be subject to paragraph (c) of this clause, unless otherwise provided in the greater rights determination, and to the reservations and conditions deemed to be appropriate by the Secretary of Energy or designee.

(ii) Within two (2) months after the filing of a patent application, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and, promptly upon issuance of a patent, provide the patent number and issue date for any subject invention in any country for which the Contractor has been granted title or the right to file and prosecute on behalf of the United States by the Department of Energy.

(iii) Not less than thirty (30) days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.

(iv) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(c) Minimum rights acquired by the Government.

(1) With respect to each subject invention to which the Department of Energy grants the Contractor principal or exclusive rights, the Contractor agrees as follows:

(i) The Contractor hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced each subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency).

(ii) The Contractor agrees that with respect to any subject invention in which DOE has granted it title, DOE has the right in accordance with the procedures in the DOE patent waiver regulations (10 CFR part 784) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if it determines that—

(A) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject

Appendix B

invention in such field of use;

(B) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(C) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(D) Such action is necessary because the agreement required by paragraph (I) of this clause has neither been obtained nor waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(iii) The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceedings undertaken by that agency in accordance with subparagraph (c)(1)(ii) of this clause. To the extent data or information supplied under this section is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the Department of Energy agrees that, to the extent permitted by law, it will not disclose such information to persons outside the Government.

(iv) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(v) The Contractor agrees to provide for the Government's paid-up license pursuant to subparagraph (c)(1)(I) of this clause in any instrument transferring rights in a subject invention and to provide for the granting of licenses as required by subparagraph (c)(1)(ii) of this clause, and for the reporting of utilization information as required by subparagraph (c)(1)(iii) of this clause, whenever the instrument transfers principal or exclusive rights in a subject invention.

(2) Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in subparagraph (e)(2) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was ed. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and agency licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical applications and continues to make the benefits of the

Appendix B

invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR Part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(4) The Contractor may request the right to acquire patent rights to a subject invention in any foreign country where the Government has elected not to secure such rights, subject to the conditions in subparagraphs (d)(4)(i) through (d)(4)(vii) of this clause. Such request must be made in writing to the Patent Counsel as part of the disclosure required by subparagraph (e)(2) of this clause, with a copy to the DOE Contracting Officer. DOE approval, if given, will be based on a determination that this would best serve the national interest.

(i) The recipient of such rights, when specifically requested by DOE, and three years after issuance of a foreign patent disclosing the subject invention, shall furnish DOE a report stating:

(A) The commercial use that is being made, or is intended to be made, of said invention, and

(B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.

(ii) The Government shall retain at least an irrevocable, nonexclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Secretary of Energy or designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.

(iii) If noted elsewhere in this contract as a condition of the grant of an advance waiver of the Government's title to inventions under this contract, or, if no advance waiver was granted but a waiver of the Government's title to an identified invention is granted pursuant to subparagraph (b)(2) of this clause upon a determination by the Secretary of Energy that it is in the Government's best interest, this license shall include the right of the Government to sublicense foreign governments pursuant to any existing or future treaty or agreement with such foreign governments.

(iv) Subject to the rights granted in subparagraphs (d)(1), (2), and (3) of this clause, the Secretary of Energy or designee shall have the right to terminate the foreign patent rights granted in this subparagraph (d)(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Secretary of Energy or designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.

(v) Subject to the rights granted in subparagraphs (d)(1), (2), and (3) of this clause, the Secretary of Energy or designee shall have the right, commencing four years after foreign patent rights are accorded under this subparagraph (d)(4), to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances, and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:

(A) If the Secretary of Energy or designee determines, upon review of such material as he deems relevant, and after the recipient of such rights or other interested person has had the opportunity to provide such relevant and material information as the Secretary or designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or

(B) Unless the recipient of such rights demonstrates to the satisfaction of the Secretary of Energy or designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.

(vi) If the contractor is to file a foreign patent application on a subject invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such invention disclosures for such period of time as specified by Patent Counsel, but in no event shall the Government or its employees be liable for any publication thereof.

(vii) Subject to the license specified in subparagraphs (d)(1), (2), and (3) of this clause, the contractor or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in any foreign country in which the contractor or inventor fails to have a patent application filed in a timely manner or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the contractor or inventor shall, not less than 60 days before the expiration period for any action required by any patent office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel, the executed instruments necessary for the conveyance specified in this paragraph.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor shall disclose each subject invention to the DOE Patent Counsel with a copy to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to DOE shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to DOE, the Contractor shall promptly notify Patent Counsel of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor. The report should also include any request for a greater rights determination in accordance with subparagraph (b)(2) of this clause. When an invention is disclosed to DOE under this paragraph, it shall be deemed to have been made in the manner specified in Sections (a)(1) and (a)(2) of 42 U.S.C. 5908, unless the Contractor contends in writing at the time the invention is disclosed that it was not so made.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and certifying that all subject inventions have been disclosed (or that there are not such inventions) and that the procedures required by subparagraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(4) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (e)(2) of this clause.

(5) The Contractor agrees, subject to FAR 27.302(j), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (e)(1) and (4) of this clause;

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to DOE for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (NOTE: This paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Convey to the Government, using a DOE-approved form, the title and/or rights of the Government in each subject invention as required by this clause.

(ii) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (e)(1) of this clause;

- (iii) Disclose any subject invention pursuant to subparagraph (e)(2) of this clause;
- (iv) Deliver acceptable interim reports pursuant to subparagraph (e)(3)(I) of this clause; or
- (v) Provide the information regarding subcontracts pursuant to subparagraph (h)(4) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (e)(2) of this clause, and acceptable final report pursuant to subparagraph (e)(3)(ii) of this clause, and the Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) The contractor shall include the clause at 48 CFR 952.227-11 (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work to be performed by a small business firm or domestic nonprofit organization, except where the work of the subcontract is subject to an Exceptional Circumstances Determination by DOE. In all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work, the contractor shall include this clause (suitably modified to identify the parties). The contractor shall not, as part of the consideration for subcontracting the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor—

(I) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, DOE, the subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of the award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The contractor shall identify all subject inventions of the subcontractor of which it acquires knowledge in the performance of this contract and shall notify the Patent Counsel, with a copy to the contracting officer, promptly upon identification of the inventions.

(i) Preference United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Government upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) Atomic energy.

(1) No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will obtain patent agreements to effectuate the provisions of subparagraph (e)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(k) Background Patents.

(1) Background Patent means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the Contractor at any time through the completion of this contract:

(i) Which the contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon, and

(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture, or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

(2) The Contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive license under any background patent for purposes of practicing a subject of this contract by or for the Government in research, development, and demonstration work only.

(3) The Contractor also agrees that upon written application by DOE, it will grant to responsible parties, for purposes of practicing a subject of this contract, nonexclusive licenses under any background patent on terms that are reasonable under the circumstances. If, however, the Contractor believes that exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the Contractor.

(4) Notwithstanding subparagraph (k)(3) of this clause, the contractor shall not be obligated to license any background patent if the Contractor demonstrates to the satisfaction of the Secretary of Energy or designee that:

(i) a competitive alternative to the subject matter covered by said background patent is commercially available or readily introducible from one or more other sources; or

(ii) the Contractor or its licensees are supplying the subject matter covered by said background patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(l) Publication. It is recognized that during the course of the work under this contract, the Contractor or its employees may from time to time desire to release or publish information regarding scientific or technical

developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Contractor, patent approval for release of publication shall be secured from Patent Counsel prior to any such release or publication.

(m) Forfeiture of rights in unreported subject inventions.

(1) The Contractor shall forfeit and assign to the Government, at the request of the Secretary of Energy or designee, all rights in any subject invention which the Contractor fails to report to Patent Counsel within six months after the time the Contractor:

- (i) Files or causes to be filed a United States or foreign patent application thereon; or
- (ii) Submits the final report required by subparagraph (e)(2)(ii) of this clause, whichever is later.

(2) However, the Contractor shall not forfeit rights in a subject invention if, within the time specified in subparagraph (m)(1) of this clause, the Contractor:

- (i) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the decision to Patent Counsel, with a copy to the Contracting Officer; or
- (ii) Contending that the invention is not a subject invention, the Contractor nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel, with a copy to the Contracting Officer; or
- (iii) Establishes that the failure to disclose did not result from the Contractor's fault or negligence.

(3) Pending written assignment of the patent application and patents on a subject invention determined by the Secretary of Energy or designee to be forfeited (such determination to be a final decision under the Disputes clause of this contract), the Contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (m) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to subject inventions.

(End of clause)

APPENDIX C

REPORTING REQUIREMENTS

It is not the intent of Air Products and Chemicals, Inc. to require of the Subcontractor the same level of reporting for this Subcontract as is required of Air Products by the DOE, however, if requested by Air Products the Subcontractor shall reasonably assist Air Products to fulfill its reporting obligations.

The following reports will be required:

Within thirty (30) days after execution of this Subcontract the Subcontractor shall submit a budget, by month, for the entire project period by major task as stated in Appendix F, Subcontractor's Statement of Work.

Monthly written reports are required within or before seven days after the last calendar day of every month and submitted to the Air Products Program Director, and Overall Project Manager with one (1) copy to the Air Products Contract Administrator. Reports should be submitted to the addresses listed below. A final report summarizing all activities under this Subcontract is due to Air Products one (1) month prior to the end of the term.

Topical reports may be required at the direction of the Air Products' Program Director, after appropriate discussions with the subcontractor. These reports serve to document technical and economic results and to set the stage for future activities. As the project schedule is completed in more detail, the topical reports will be clearly defined.

Reports should be submitted as required using the addresses listed below:

Program Director:

Dr. Venkat Raman
Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501
Mail Stop A5328

Overall Project Manager (OPM):

James E. Gast
Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501
Mail Stop A5315

Contract Administrator:

Sandy Kushner
Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501
Mail Stop A6222

APPENDIX D

BILLING INSTRUCTIONS

- 1 Introduction.
These instructions are provided for use by the Subcontractor in the preparation and submission of vouchers requesting reimbursement and/or reporting costs incurred for work performed under this Subcontract.
- 2 (Reserved)
- 3 Attachment A. The Statement of Cost, shall be completed substantially as shown for each task in the Statement of Work, making due allowance for the Subcontractor's cost accounting system. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the Subcontract. Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Air Products Contract Administrator. Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Air Products Contract Administrator may require.
- 4 Billing Period.
Statement of Cost (s) shall be submitted monthly. The period of performance covered by the Statement of Cost should be the same as covered by any required monthly technical progress reports.
- 5 Submission.
Submit original Statement of Cost to the address listed below. The Certification on the Statement of Cost attached to the original must be signed by a responsible official of the Company. Submit one copy of the invoice with Statement of Cost to the Contract Administrator.
- 6 Statement of Cost Approval.
Statement of Cost shall be approved by Air Products' Program Director, Overall Project Manager, and Contract Administrator, or their designated alternatives.
- 7 Statement of Cost Address.

Sandy Kushner
Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501
Mail Code A6222

APPENDIX E
PROJECT DESCRIPTION
FOR PROJECT ENTITLED:

**HYDROGEN REFORMER, FUEL CELL GENERATOR, AND VEHICLE REFUELING
SYSTEM PROJECT DESCRIPTION**

A. GOALS AND OBJECTIVES

The goals of this agreement are to: 1) demonstrate and resolve design issues associated with small scale, on-site, hydrogen production technologies that are capable of satisfying fuel cell requirements and the hydrogen needed for hydrogen and hydrogen enriched natural gas fuels in transportation systems applications; 2) design, construction, and operation of a state-of-the-art mixed refueling station with sufficient capacity, storage, and pressurization capabilities to meet the needs of advanced transportation systems and to ultimately serve as a link in a national hydrogen corridor; 3) design, construction, and operation of a reliable fuel cell power generating system for distributed power applications; and 4) demonstration, test, and certification of the integrated power generation and vehicle refueling designs.

Through this agreement, DOE anticipates that commercial fuel cell power generation and vehicle refueling system designs will evolve, reformer design integration issues will be resolved, and operational experience will be gained. Siting issues will be resolved including questions related to safety, environmental concerns, permitting, and operational issues. With the successful demonstration of the integrated power generation and vehicle refueling design, it is expected that commercial interest will be enhanced and the awardee engaged in this venture will be encouraged to proceed with commercialization of distributed proton exchange membrane (PEM) fuel cell power generation, hydrogen and mixed fuel vehicle refueling stations deriving hydrogen from commonly available feedstock, and local production of hydrogen for commercial sale.

PEM fuel cells have been identified for this demonstration because of their performance potential for meeting technical, economic, safety, and environmental demands of the commercial sector. The development status of distributed hydrogen reformer technologies based on the use of natural gas and water as feedstocks are also considered sufficiently advanced that they can be considered as an on-site production source for use in fuel cells and hydrogen enriched natural gas for vehicle applications. It is recognized, however, that reformers of the size required for this application are not commonly available. Thus, demonstrations of these technologies are needed in an operating environment to resolve concerns with these size units, siting, regulatory matters, and operating procedures.

B. SCOPE OF WORK

This agreement is a cost-shared development and validation of an integrated hydrogen reformer technology, 50 kW proton exchange membrane (PEM) fuel cell electrical generation system, and vehicle refueling system. The vehicle refueling system will be multipurpose and capable of dispensing hydrogen, hydrogen enriched natural gas, and compressed natural gas (CNG). Under this agreement, the awardee will site, design, permit, construct, operate, and maintain an integrated hydrogen reformer technology, 50kW fuel cell power generation system and vehicle refueling system. The feedstock for the hydrogen reformer will be natural gas.

C. TASKS TO BE PERFORMED

The awardee shall provide all labor, supplies, and materials necessary to site, design, permit, construct (including installation), operate, and maintain an integrated hydrogen reformer technology, 50kW fuel cell power generation system, and vehicle refueling system. The following tasks summarize the general types of work envisioned by DOE for the project:

C.1: DESIGN & DEVELOPMENT

Finalize Project Plan

Upon award of the Cooperative Agreement, the project partners shall review the status of the ongoing developments in hydrogen generation at Air Products, the 50 kW stationary fuel cell power plant (FCPP) design at Plug Power, vehicle procurement and conversion schedules of the various fleets, and fuel station site options in Las Vegas. The partners will then define the design scope of the project and finalize the project plan in conjunction with the DOE. The conclusion of this subtask will include a key decision (milestone) regarding the commercial potential of the prototype hydrogen generator. The testing of the prototype in the Air Products laboratory would be conducted as part of subtask C.1.b.1 during the period of this subtask, and will lead to a major internal decision regarding the suitability of the hydrogen generation technology for further development and for field relocation of the prototype unit. Air Products will recommend to the DOE, the specific course of action based on this internal decision.

C.1.a. The subcontractee or Plug Power shall design a 50 kW, minimum, electrical generating system using one or more Proton Electron Membrane (PEM) fuel cell(s). Included in this system should be the necessary power conditioning equipment, controls, grid interconnections and metering suitable for connection to the project site, the potential DOE/NV North Las Vegas Facility site grid, or other electrical grid(s) as identified by the subcontractee.

C.1.b. The awardee shall design a reformer system capable of producing sufficient quantities (approximately 31,000 standard cubic feet per day ("SCFD") and quality of hydrogen for a 50 kW fuel cell system with approximately 30,000 SCFD of hydrogen for vehicle refueling purposes.

C.1.b.1 (Reserved)

C.1.b.2 (Reserved)

C.1.b.3 (Reserved)

C.1.b.4 This subtask will culminate in a major decision point in October 2000 regarding the approach to be taken for Phase 3, Site Installation, of the project.

C.1.c. The awardee shall design a vehicle refueling facility. This facility should include: (1) a fast-fill fuel dispensing systems with connectors, safety and interlock systems, (2) hydrogen/natural gas fuel mixing systems with mixtures of up to 30% hydrogen to natural gas by volume, (3) hydrogen and mixed hydrogen/natural gas fuel storage systems, gas compression systems for storing and refueling at pressures up to 5000 psig., (4) metering gages for the hydrogen, CNG and compressed hydrogen/natural gas mixtures, and (5) system and subsystem controls with test and evaluation instrumentation capable of measuring the system and subsystem performance.

C.1.d. The awardee shall integrate all component designs for the complete electricity and hydrogen coproduction system.

C.2 CONSTRUCTION AND INSTALLATION

C.2.a. The awardee shall construct and install a 50 kW, minimum, electrical generating system using one or more Proton Electron Membrane (PEM) fuel cell(s). Included in this system should be the necessary power conditioning equipment, controls, grid interconnections and metering suitable for connection to the project site, the potential DOE/NV North Las Vegas Facility site grid, or other electrical grid(s) as identified by the awardee.

- C.2.b. The awardee shall construct and install a reformer system capable of producing sufficient quantities (approximately 31,000 SCFD) and quality of hydrogen for a 50 kW PEM fuel cell system with approximately 30,000 SCFD of hydrogen for vehicle refueling purposes.
- C.2.c. The awardee shall construct and install a vehicle refueling facility. This facility should include: (1) a fast-fill fuel dispensing systems with connectors, safety and interlock systems, (2) hydrogen/natural gas fuel mixing systems with mixtures of up to 30% hydrogen to natural gas by volume, (3) hydrogen and mixed hydrogen/natural gas fuel storage systems, gas compression systems for storing and refueling at pressures up to 5000 psig, (4) metering gages for the hydrogen, CNG and compressed hydrogen/natural gas mixtures, and (5) system and subsystem controls with test and evaluation instrumentation capable of measuring the system and subsystem performance.
- C.2.d. The awardee shall prepare a Test & Evaluation Plan.
- C.2.e. The awardee shall be responsible for all power, water, sewer, and natural gas connections for the complete fuel cell, reformer, and vehicle refueling facility.
- C.2.f. The awardee shall have sole responsibility for compliance with local, state and federal codes and regulations in the construction of the complete fuel cell, reformer, and vehicle refueling facility.
- C.2.g. The awardee shall have responsibility for obtaining all State and Local licenses and permits for the construction of the complete fuel cell, reformer, and vehicle refueling facility.
- C.2.h. The awardee shall be responsible for coordinating all aspects of project construction.

C.3 FACILITY OPERATION AND MAINTENANCE

- C.3.a. The awardee shall be responsible for maximizing the day-to-day operations and providing for the maintenance of the complete reformer, 50 kW fuel cell system, and vehicle refueling system facility.
- C.3.b. The awardee shall have responsibility for obtaining all permits for the operation and maintenance (O&M) of the complete fuel cell, reformer, and vehicle refueling facility.
- C.3.c. The awardee shall have sole responsibility for compliance with local, state, and federal codes and regulations in the operation of the complete fuel cell, reformer, and vehicle refueling facility.
- C.3.d. The awardee shall be responsible for the metering of natural gas, electrical power, and vehicle fuels.
- C.3.e. The awardee shall have responsibility for power, water, sewer, and natural gas connections for the complete fuel cell, reformer, and vehicle refueling facility.

D. OTHER CONSIDERATIONS/REQUIREMENTS

The awardee will be responsible for siting the publicly accessible system in the Las Vegas area and performing the necessary zoning and code compliance reviews with the municipality having jurisdiction. The location should be accessible and centrally located for use by the proposed DOE/NV, City of Las Vegas, and Nellis Air Force Base hydrogen enriched natural gas fleets. The proposed DOE/NV and Nellis Air Force Base fleets would involve the operation of up to 18 light duty vehicles on hydrogen-enriched natural gas fuel. The City of Las Vegas fleet would involve up to six 31-passenger buses converted to operate on hydrogen-enriched natural gas fuel. Both fleet concepts are pending competitive procurement actions. Additionally, two light-duty hydrogen-enriched natural gas vehicles are being developed by the Clark County, Department of Comprehensive Planning for operation in the Las Vegas area. DOE/NV also owns a hybrid hydrogen electric bus. This bus is currently undergoing a system evaluation and upgrade and will be operated out of the DOE North Las Vegas Facility in the future. This hybrid hydrogen electric bus will also use the hydrogen refueling station.

The awardee will be responsible for siting the system, however, in support of the project; the DOE/NV has identified a potential location for the integrated system at the DOE North Las Vegas Facility shown in Attachment #1. This site has been identified and approved internally by DOE/NV. The DOE currently has no preference for this site over any other site that may be proposed. For the DOE North Las Vegas Facility site, the awardee would be required to apply to the City of North Las Vegas for all applicable permits and code compliance inspections. The City of North Las Vegas Planning and Buildings Divisions are aware of the proposed project and have indicated their willingness to work with the project awardee. Upon issuance of a Special Use Permit from the City of North Las Vegas, DOE would issue a license to the facility operator for non-federal use of the property (Attachment #2). The security fence line would be moved back and DOE would treat the activities as off-site. Title to the property would remain with DOE. Under the License Agreement, the awardee is solely responsible for compliance with all applicable state, federal, and municipal codes and regulations.

DOE and others customers would purchase fuels dispensed at the vehicle refueling facility. Rates for CNG fuels dispensed at this facility should be competitive with those charged by other refueling sites in the Las Vegas Valley. Rates for hydrogen and hydrogen enriched natural gas will be established on the basis of costs incurred by the awardee in the production, mixing, compression, storage and dispensing of the fuels. Rates for excess industrial hydrogen gas sales generated at this facility would be at the discretion of the awardee.

If the DOE North Las Vegas Facility site is selected for the project, the awardee may choose to utilize the power generated by the fuel cell system at the project site, to sell the power to DOE, or to sell the power to another source. If the choice is for DOE to purchase the power, DOE will agree to purchase the electrical power at DOE's current site supplier charges through a separate contractual arrangement.

If the DOE North Las Vegas Facility site is selected for the project, the awardee will be responsible for the coordination of special events with the designated DOE/NV site Management & Operating contractor representative.

Competing choices for power generation and vehicle fuel options will have a significant effect on the ultimate commercialization of both the power generation and the vehicle refueling options evolving through this agreement. The awardee will be challenged to identify a system strategy that overcomes the economic obstacle and to identify an economical fuel production and fuel use strategy in a combined electrical generation/vehicle refueling system based on hydrogen fuels. If the applicant has additional customers for the purchase of hydrogen to double or triple the capacity of the reformer, it will be considered.

Those activities not required to meet the intent of this agreement as described in the Work Scope set forth above will not be cost shared by the DOE.

E. DELIVERABLES

Based on the Management Plan submitted to this solicitation additional deliverables will be identified. Deliverables under this solicitation include: design and installation drawings, electrical schematics and wiring diagrams, operating, maintenance, and training manuals and State and Local licenses and permits.

Preparation of an innovative business and marketing plan for applying and promoting the concepts of this project to small-scale hydrogen production systems serving hydrogen-fueled vehicles and distributed electricity generation systems.

APPENDIX F

Statement of Work

DESIGN AND DEVELOPMENT:

Task 1. Site Information (APCI task 1.1)

CLV will provide drawings of the proposed site indicating existing aboveground and underground piping, drains, electrical conduit or other interference. CLV will provide soils analysis report indicating allowable soil loading value for foundation design.

Task 2. Refueling Facility Design Integration (APCI task 1.4)

CLV is installing the CNG refueling portion of the facility under separate funding. Initially this CNG refueling station will be capable of filling CNG vehicles to 3000 psig. CLV will be upgrading this station to be capable of filling vehicles to 3600 psig.

CLV will coordinate with Air Products the design and arrangement of their CNG refueling station. CLV will provide Air Products with the equipment specifications, equipment arrangement and control system definition of the CNG refueling station, as needed, such that Air Products can integrate this unit into the design of the H2/CNG blend refueling station.

CONSTRUCTION AND INSTALLATION:

Task 3. Utilities Supply to Site (APCI task 2.3)

CLV will provide the design and installation of the necessary natural gas and utility supply connections to stub-up points within the defined site of the H2/CNG blend and pure H2 refueling. Utilities to the site to be provided at the stub-up points would include supply of natural gas, electric power, potable water, compressed air, sewer for process condensate disposal and a dedicated voice quality analog phone line.

CLV will be responsible for the meter arrangements with the utility suppliers as required.

Task 4. Site Preparation, Undergrounds and Foundation Installation

CLV will procure and supervise the subcontracts for the site preparation, roadway modifications, excavation, and installation of the foundations, underground piping, drains, electrical conduit and ground grid for the H2/CNG refueling station equipment.

CLV will design and install the general area lighting and fencing for the fuel station.

SYSTEM/STATION OPERATIONS:

Task 5. Site Permits and Safety Reviews (APCI task 3.1)

CLV will obtain all necessary construction, environmental and operating permits for installation and operation of the H2/CNG blend refueling station and all related sub-components of the system with support provided, as needed, by Air Products and Plug Power.

CLV will participate in the hazard and operability reviews (HAZOP) for the facility.

CLV will participate in the onsite safety reviews which will include a Hazard and Operability review (HAZOP) of the facility and an Operational Readiness Inspection (ORI) prior to startup.

Task 6. Start-Up Testing (APCI task 3.2)

CLV will participate in the start-up testing of the various system components as they occur. CLV will provide maintenance personnel to support this start-up testing period. CLV will also provide a person(s) to be trained in operation of the units who will have primary responsibility for supervising ongoing operation and maintenance of the system after start-up.

Task 7. Facility Operations and Maintenance (APCI task 3.3)

CLV will provide the basic onsite personnel necessary to operate, inspect and maintain the facility following the start-up testing phase and continuing through the proposed operating phase.

CLV will provide refueling attendants who will be responsible for the filling operation of all vehicles filling with pure hydrogen and hydrogen/CNG blends through the operating phase of the refueling station.

The CLV operating attendants and maintenance personnel assigned to attend to the refueling station will be required to receive appropriate training for safe operation and maintenance of the facility.

PROJECT MGMT & REPORTING:**Task 8. CLV Project Management & Reporting (APCI task 4)**

CLV will provide a Project Manager to serve as the site coordinator and liaison to APCI and Plug Power on the project. The CLV Project Manager will be responsible for arranging and supervising the personnel required for completion of all tasks that are the direct responsibility of CLV as noted in the work breakdown structure. The CLV Project Manager will also participate in the regularly scheduled project review/progress meetings and shall report on the progress of all CLV tasks at these meetings.

CONTRACT CLAUSES

All contracts, awarded by a Subcontractor including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity -- All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) -- All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) -- When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333) -- Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. Rights to Inventions Made Under a Contract or Agreement -- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended -- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Debarment and Suspension (E.O.s 12549 and 12689) -- Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the nonprocurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals._

Attachment "A"**STATEMENT OF COST**

The City of Las Vegas

Contract No.

Company Address

Voucher No.

Contract Amount (face value): **Amount Authorized for Expenditure (obligated):**

Estimated Cost	\$	Basic Subcontract	\$
Fixed-Fee (if any)	\$	All Modifications	\$
TOTAL	\$	Subcontract to Date	\$

Period of performance covered by this billing:

Claimed Costs	Claimed for This Billing Period	Cumulative Claimed Through This Billing Period

Direct Labor
 Fringe Benefits @%_____
 Overhead @%_____
 Nonexpendable Items
 Materials & Supplies
 Travel
 Subcontract #1
 Subcontract #2
 Subcontract #3
 Subcontract #4
 Other Direct Costs
 Adjustments (Explain)
 Total Costs (less G&A)

G&A @%_____
 Total Costs Incurred
 Less Subcontractor Cost Share
 Net Due Plug Power

CERTIFICATION: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the award conditions or other agreement and that payment is due and has not been previously requested.

City of Las Vegas

Agenda Item No.: 55

GENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a First Amendment to the Professional Services Agreement with VTN Nevada for Design Services in conjunction with the Ann Road, US-95 to Ferrell Street Improvements (\$42,000/Regional Transportation Commission, \$28,000 Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$70,000**☒**Budget Funds Available****Dept./Division: PW/City Engineer**☐**Augmentation Required****Funding Source: RTC, CCRFCD****PURPOSE/BACKGROUND:**

This First Amendment will secure the services of VTN Nevada for the additional design and Environmental Impact Statement Analyses of the roadway and drainage improvements on Ann Road from US-95 to Ferrell Street.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Amendment to Professional Services Agreement

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action** (see individual item)**Items 30, 54 and 65:****APPROVED under separate actions** (see individual items)**MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
Ann Road Improvements – Rancho Drive to Ferrell Street**

THIS FIRST AMENDMENT made and entered into as of the 16th day of August, 2000, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City") and VTN Nevada, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant have entered into an Agreement dated June 28, 1999 (herein the "Agreement"), retaining the services of the Consultant in connection with the design of the Ann Road Improvements more fully described therein (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant and expand the professional services of the Consultant; and

WHEREAS, the Consultant's scope of services and compensation for the expanded services have been arrived at through meaningful negotiations between the City and the Consultant.

NOW THEREFORE, in consideration of the premises contained herein, the City and the Consultant hereto agree to amend the Agreement with the following terms, conditions, and covenants set forth below:

1. Section VIII, Compensation and Terms of Payment, Paragraph B.3 of the Agreement is hereby amended to change the amount referenced therein for Additional Services of the Consultant to an amount up to, but not exceeding \$130,000 and to change the total not to exceed amount of the entire Agreement referenced therein to \$1,038,982.

2. Exhibit B of the Agreement is hereby amended to include Exhibit B-1 attached hereto.

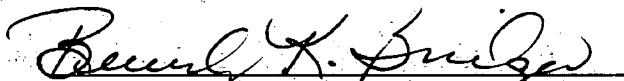
IN WITNESS WHEREOF, this FIRST AMENDMENT to the original Agreement is hereby executed as of the day and year first above written.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

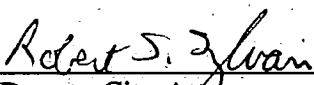
"City"

ATTEST:

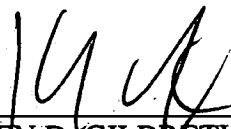

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM:

 7-5-00
Deputy City Attorney Date

VTN NEVADA

By 
KEN D. GILBRETH, P.E., Principal

"Consultant"

**EXHIBIT B-1
FIRST AMENDMENT
ADDITIONAL SERVICES**

viii. Final Environmental Impact Statement

\$13,600

Section 14 Environmental Assessments

The Consultant shall conduct the analyses required by Section 14 of the CCRFCD Environmental Impact Statement and prepare a facility specific environmental assessment for the project. This will be coordinated with CCRFCD and any affected environmental review agencies. The Consultant shall prepare a draft report and submit six (6) copies to the City for review and distribution to the CCRFCD. This report shall be submitted concurrently with the 90% design submittal. Three copies of a final report will be submitted to the City with review comments incorporated. Topics to be covered in the report shall include:

- Air Quality Analysis.
- Geology/Soils Analysis.
- Groundwater Analysis.
- Surface Water Analysis.
- Biology Analysis/Botanical Analysis.
- Land Use and Recreation Analysis.
- Visual Resources Analysis.
- Socioeconomic Analysis.
- Cultural Resources Analysis.
- Cumulative Impacts Analysis.
- Section 14 Report/Coordination.

EXHIBIT "G"**DISCLOSURE OF PRINCIPALS
ANN ROAD IMPROVEMENTS – RANCHO DRIVE TO FERRELL STREET**

The principals and partners of VTN NEVADA and all persons and entities holding more than a 1% interest in VTN NEVADA or any principal of VTN NEVADA are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Ken D. Gilbreth, P.E.	2727 S. Rainbow Blvd.	702-873-7550
2.	Stephen P. Gurlides, P.L.S.	Las Vegas, Nevada 89146	
3.	Gene D. Krametbauer, P.L.S.		
4.	Charley R. Johnson, P.E.		
5.	James A. Thomas, P.E.		
6.	K.D. Weir		

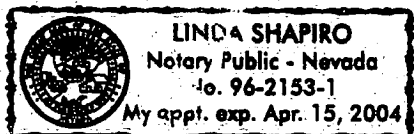
Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

By: *[Signature]*
Ken D. Gilbreth, P.E.,
PRINCIPAL
VTN NEVADA

Subscribed and sworn to before me this
4th Day of August, 2000

Linda Shapiro
Notary Public



City of Las Vegas

Agenda Item No.: 56

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 16, 2000

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

Approval of a Professional Services Agreement with Poggemeyer Design Group for Construction Management for the Gowan Outfall - Lone Mountain Branch (\$120,000 Regional Flood Control District) - City of North Las Vegas

Fiscal Impact☐**No Impact****Amount: \$120,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Regional Flood Control District****PURPOSE/BACKGROUND:**

This project, while located within the City of North Las Vegas, is within the hydrographic area managed by the City of Las Vegas and will be constructed by the City of Las Vegas. It is funded by the Regional Flood Control District. This project will convey storm water in an underground reinforced concrete box culvert in Lone Mountain Road between Allen Lane and Ferrell Street and requires the services of a Construction Management firm to provide materials testing and inspection services during construction.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – **UNANIMOUS** with **GOODMAN** abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action** (see individual item)**Items 30, 54 and 65:****APPROVED under separate actions** (see individual items)**MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

*City of Las Vegas***Agenda Item No.: 56**

CITY COUNCIL MEETING OF AUGUST 16, 2000

Public Works Department

Professional Services Agreement with Poggemeyer Design Group for Construction Management for the Gowan Outfall – Lone Mountain Branch

MINUTES – Continued:

There was no related discussion.

(9:46 - 9:47)

1-997

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT**

THIS AGREEMENT is made and entered into this 16th day of August, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and POGGEMEYER DESIGN GROUP, INC. (herein the "Construction Manager").

WITNESSETH:

WHEREAS, the City intends to construct Gowan Outfall-Lone Mountain Branch commonly known and referred to as the "Project"; and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, with respect to the Project, the City intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the project having been engineered and designed by a professional engineer (herein the "Consultant"); and

WHEREAS, the City desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by

the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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 Eight hereof:

SECTION ONE

CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 ***Scope of Services.*** Acting as a fiduciary agent for the City, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", Exhibit "A", attached hereto subject to the terms and conditions of this Agreement.

1.02 ***Additional Services.*** The Construction Manager shall provide the services set forth in "Additional Services," Exhibit "B" attached hereto, if, and only if, so requested in writing by the City. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 ***Performance Standards.*** In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Construction Manager shall not in any way relieve the Construction Manager of responsibility for the professional and technical accuracy of its documents and services. The City's review, approval, acceptance or payment for any of the Construction Manager'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 Construction Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Construction Manager's negligent act or omission in performance of this Agreement.

1.05 ***Construction Manager's Representative.*** The Construction Manager's Representative is hereby designated as Timothy Pinter, P.E., who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the City's representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the City. If the Construction Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 8.0.3.

1.06 ***Correspondence Review.*** The Construction Manager shall furnish the City's representative copies of each correspondence sent to the Contractor or to any regulatory agencies.

1.07 ***Cooperation with the City.*** The Construction Manager agrees that its officers, associates, employees and subcontractors 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 ***City's Representative.*** The Director of Public Works, or the authorized representative designated in writing by the Director of Public Works, 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 ***Cooperation with Construction Manager.*** The City agrees that its officers and employees will cooperate with the Construction Manager in the performance

of this Agreement and will be, with advance notice, available for consultation with the Construction Manager at such reasonable times as to not conflict with the Construction Manager's other responsibilities.

2.03 *Review of Construction Manager's Services and Documents.* The services to be performed by the Construction Manager shall be subject to periodic review by the City's representative. The review comments of the City's representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the City's representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the City for comment within 10 working days of receipt of such documents.

2.04 *Access to Records.* The City shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any 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 the Scope of Services. The City shall assist the Construction Manager 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 the Scope of Services.

SECTION THREE

CHANGES TO THE SCOPE OF SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make changes to the Scope of Services to be provided by the construction of the Project or the Scope of Services.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services 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 Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the City grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR

TERM OF AGREEMENT

4.01 ***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 (as evidence by the issuance of a Certificate of Completion) unless the City serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

4.02 **Disputes.** This Section shall not be construed to preclude the filing of any disputes arising out of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of this Agreement or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION FIVE

COMPENSATION AND TERMS OF PAYMENT

5.01 **General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside One hundred twenty thousand and 00/100 dollars (\$120,000.00) in total for the performance of this Agreement. In no event shall the total payments to the Construction Manager for the services provided under this Agreement exceed the aforementioned amount appropriated by the City.

5.02 **Compensation.** Construction Manager estimate of the number of manhours to be expended in the performance of this agreement is set forth in "Manpower Breakdown", Exhibit "C", attached hereto. The City shall pay the Construction Manager

for the services actually performed under the Scope of Services the hourly rates set forth in "Hourly Rate", Exhibit "D", attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.

5.03 ***Invoice.*** An invoice shall be submitted to the City each month for the services provided during the previous month based upon the hourly rates set forth in "Hourly Rate", Exhibit "D". An original invoice and one copy to the City's Representative in the format set forth in "Sample Invoice", Exhibit "E", attached hereto shall be submitted to the City. 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 set forth therein, or any portion thereof, is being disputed by the City in which case payment shall be made on the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.

5.04 ***Retention.*** Upon approval, the City shall pay to the Construction Manager ninety-five percent (95%) of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 5.05.

5.05 ***Right of Off-Set.*** The City's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement

including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The City's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.

5.06 ***Final Payment.*** Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Construction Manager will, within forty-five (45) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION SIX

PROJECT SCHEDULE

6.01 ***Project Schedule.*** If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the City's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than twenty one (21) days after the Contractor receives written notice to proceed from the City. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The

Construction Manager shall complete his review within fifteen (15) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Consultant's progress to the City's representative.

6.02 ***Revised Project Schedule.*** If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the City's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the City's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN

AUDIT: ACCESS TO RECORDS

7.01 ***Records.*** The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the financial information and data used by the Construction Manager 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 and established 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 Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 ***Disclosure.*** The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager 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 Construction Manager.

7.03 ***Period of Maintenance.*** The books, records and other documents under Sections 7.01 and 7.02 above 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.

7.04 ***Subcontract Provisions.*** The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT

MISCELLANEOUS PROVISIONS

8.01 ***Suspension.*** The City may suspend performance by the Construction Manager under a Scope of Services for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the City.

8.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the City 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 Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 **Default.** The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default"):

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

B. If the Construction Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Construction Manager 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 Construction Manager 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 Construction Manager and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Construction Manager should, in the judgment of the City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, 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 Construction Manager hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of finishing this Agreement 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 Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall pay all costs of such audit.

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

8.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the City. In the event of completion or termination of this Agreement, the City reserves the right to require delivery of any and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Construction Manager will be at the City's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

8.05 ***Insurance.*** The Construction Manager 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 Construction Manager and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance*** (bodily injury and property damage). Such insurance shall protect the Construction Manager, its agents and vehicles used to provide the services required under this Agreement. Such coverage shall be in a minimum amount of \$1,000,000.00 for the period of time covered by this Agreement. The Construction Manager's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance.*** Such insurance shall protect the Construction Manager 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 \$1,000,000.00 for the period of time covered by this Agreement.

D. ***Comprehensive General Liability and Professional Liability Insurance.*** The Comprehensive General Liability and Professional Liability Insurance

Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the City, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the written approval of the City.

F. **Period of Coverage.** Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement. 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 Construction Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

8.06 **Indemnity.** Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager 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, judgments, 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 negligent acts or omissions of the Construction Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager 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 the negligent acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction manager is obligated to indemnify the Indemnitees unless the Indemnitees, 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 Construction Manager 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 Construction Manager.

8.07 **Assignment.** The City and the Construction Manager 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 Construction Manager 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.

8.08 ***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 Construction Manager of any of its obligations hereunder.

8.09 ***Construction Manager Warranties.*** The Construction Manager 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 City Council November 17, 1999), disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Construction Manager, as well as persons and entities holding more than a one percent (1%) interest in the Construction Manager or any principals of the Construction Manager. If the Construction Manager, 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 "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Construction Manager shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

8.10 **Construction Manager Employees.** The Construction Manager 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 Construction Manager 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.

8.11 **Independent Contractor.** It is hereby expressly agreed and understood that in the performance of the services required herein, the Construction Manager 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.

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

8.13 **Compliance with Laws.** The Construction Manager 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.

8.14 **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.

8.15 **Confidentiality.** The Construction Manager shall treat the information relating to each Project, the Consultant which has been produced by the Construction Manager 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 Construction Manager shall also require subcontractors and vendors to comply with this requirement.

8.16 **Site Inspection.** The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager'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.

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

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

TO CITY:

Steve Ford, P.E., C.E.M.
Dept. Of Public Works
400 East Stewart
Las Vegas, NV 89101

TO CONSTRUCTION MANAGER: Timothy E. Pinter, P.E.

Poggemeyer Design Group
2601 North Tenaya Way
Las Vegas, NV 89128

8.19 **Prohibition Against Contingent Fees.** The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an 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 Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 **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 Construction Manager. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the City prior to providing such services of the Construction Manager'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 such 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, 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 Construction Manager. 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 Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. 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 Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager 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 Construction Manager 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 D and E apply to

the joinder rights provided herein in such a way as to preclude the City from joining the Construction Manager as a party to any arbitration proceeding 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 Construction Manager is named as an additional party by the City, the Construction Manager shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

D. In order for the Construction Manager 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 Construction Manager 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 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.

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 Procedure.

G. 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.

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.

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

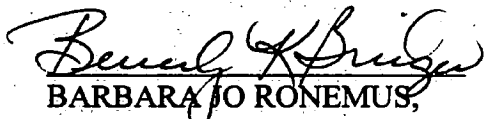
8.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

8.23 ***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.

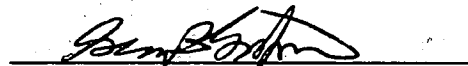
ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS,

City Clerk **By: Beverly K. Bridges**
Chief Deputy City Clerk

By:

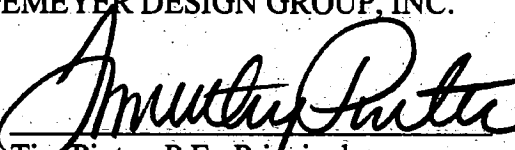

OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

 7-20-00
Robert S. Sylvain Date

POGGEMEYER DESIGN GROUP, INC.

By:


Tim Pinter, P.E., Principal
"Construction Manager"

LIST OF EXHIBITS

Exhibit "A"	Scope of Services - Section 1.01
Exhibit "B"	Additional Services – Section 1.03
Exhibit "C"	Manpower Task Breakdown - Section 5.02
Exhibit "D"	Hourly Rates – Section – 5.02 and 5.03
Exhibit "E"	Invoice Format – Section 5.03
Exhibit "G"	Disclosure of Owners/Principals – Section 8.09D

EXHIBIT A
SCOPE OF SERVICES
For
GOWAN OUTFALL – LONE MOUNTAIN BRANCH

DESCRIPTION OF PROJECT: This project, while located within the City of North Las Vegas (CNLV), is being constructed under the authority of the City of Las Vegas (CLV) with funding provided by the Clark County Regional Flood Control District. The purpose of the project is to convey storm water in an underground reinforced concrete box culvert (RCB) in the Lone Mountain Road right-of-way from a point 600 feet west of Allen Lane to Ferrel Street, approximately 1,600 feet in length. Included in the drainage improvements are several small drop inlets.

Construction of the RCB will require realignment of a 10-inch water line owned and operated by the CNLV. CNLV will provide inspectors for this part of the work who will be considered representatives of CLV in such matters.

SCOPE OF SERVICES for GOWAN OUTFALL – LONE MOUNTAIN BRANCH

DESCRIPTION OF CONSULTANT SERVICES:

100 GENERAL

The Consultant shall:

- 105** Proved one (1) qualified resident project representative to observe construction activities, materials used, and workmanship on a full time basis for the **Gowan Outfall - Lone Mountain Branch** for an estimated period of 100 working days. The project representative will be responsible for ensuring the project is constructed in substantial conformance with the plans and specifications and any change orders. The Project Representative shall report to the CONSULTANTS Construction Manager who is a licensed Nevada Professional Engineer, assigned to the Project.

- 110** Arrange for the Construction Manager who is a professional engineer, and who has substantial knowledge of the design, plans and specification, for the project, to make periodic visits to the construction site to observe the progress and quality of the work.

200 MEETINGS

The Consultant shall:

- 205** Coordinate a Project Construction Status Meeting every week and invite all involved parties to attend regularly. Prepare meeting agendas, written meeting minutes and submit report to City. Topics will include scheduling, progress of work, change orders, quality control and action items.

SCOPE OF SERVICES for GOWAN OUTFALL – LONE MOUNTAIN BRANCH

300 FIELD SUPPORT SERVICES

The Consultant shall:

- 305** Keep daily reports 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 and manpower 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. Issue notices of non-compliance to the contractor for any violations of the contract requirements. Report any issuance of notices of non-compliance to the CITY.
- 310** Consult with the CITY in advance of major tests, inspections or the start of important phases of the work. Coordinate all testing, as required by the specifications, with an approved geotechnical testing firm, acting as CONSULTANT's representative. The sub-consultant for this work shall be Ninyo and Moore Consulting Engineers. Inspect traffic barricading for appropriate setups in conformance with approved barricading plan. Assure traffic barricades are removed from roadway during non-working hours.
- 315** Report immediately to the CITY upon the occurrence of any accident on the project and document information observed.
- 320** Conduct a final field acceptance review with the contractor and the CITY to verify completion of work. Generate a list of items needing replacement or missing.
- 325** Conduct a final field inspection with the contractor and the CITY and issue a final recommendation of acceptance to the CITY.

SCOPE OF SERVICES for GOWAN OUTFALL – LONE MOUNTAIN BRANCH

400 OFFICE SUPPORT SERVICES

The Consultant shall:

- 405** Maintain orderly files for correspondence, reports of job conferences, shop 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.
- 410** The CONSULTANT shall review and sign or take other appropriate action with respect to the Contractor's submittals, such as shop drawings, schedules, product data and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness in order to cause no unnecessary delay or interruption in the progress of the work. The CONSULTANT's review and signing of a specific item shall not indicate its approval of any assembly of which such item is a component. One copy of each shop drawing and/or other submittal will be distributed to the CITY. Review and approve the contractor's base work schedule. Review and approve the contractor's updated work schedule. Review the contractor's work and report the contractor's progress to the CITY in accordance with the schedule. Advise the CITY immediately of any schedule impacts or if the contractor fails to keep to the schedule. Put the contractor on notice of inability to maintain progress consistent with the schedule and request an updated schedule showing how the contractor intends to get back on schedule.
- 415** CONSULTANT will advise the CITY of possible changes or revisions to the project. CONSULTANT will review each request of information or change order request issued by or to the Contractor and shall evaluate and prepare such letters of clarification. Shall

**SCOPE OF SERVICES for
GOWAN OUTFALL – LONE MOUNTAIN BRANCH**

make recommendation to the CITY for change orders, as necessary, with the CITY having final approval.

- 420 Review and approve monthly and final pay requests from the contractor and forward-completed CITY pay requests to the CITY for payment.
- 425 Upon completion of construction, coordinates and receives as built drawings from Contractor and all subcontractors, revises the contract drawings using the mylars and change orders marked by the CONSULTANT, and CONSULTANT's employees, making periodic visits to the construction sites as the basis for revisions to "record drawings" to show dimensions and locations of all work constructed and furnish the originals of the revised drawings to the CITY.
- 600 Additional services to include extra inspection and testing due to construction time extensions or delays due to project changes as approved by the CITY in writing.

EXHIBIT B**ADDITIONAL SERVICES****GOWAN OUTFALL – LONE MOUNTAIN BRANCH**

The following services may be performed at the discretion of the CITY when authorized in writing:

- A. Retesting of materials that did not meet the project specification requirements during the initial tests. CONSULTANT shall record any track any retests for possible backcharging to the Contractor. Retests will be invoiced at the same rates as the initial tests (see Exhibit D).
- B. Coring of concrete structures and performing additional compressive strength tests.
- C. Any other services that the CITY may require in relation to construction inspection, material testing or geotechnical evaluation. Additional services, if authorized, will be indicated as a separate line item on the CONSULTANT's invoice (see Exhibit E).

CONSULTANT will not perform any additional services that are not part of the scope of work described in Exhibit A without prior written authorization from the CITY. Additional services will be indicated as separate line items on the CONSULTANT's invoice.

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

GOWAN OUTFALL - LONE MOUNTAIN BRANCH

EXHIBIT C

PROJECT SUMMARY

Date: Time:	19-Jun-00 11:05 AM	Title: Code:	Labor Classification							Total Hours
			Principal	Const. Mgr.	Project Arch.	Proj. Rep.	CADD Tech.	Clerical	Survey Crew	
			i	ii	iii	iv	v	vi	vii	
			Projected Hours							
Phase										
100	GENERAL		0	48	0	630	0	0	0	678
200	MEETINGS		0	40	0	36	0	30	0	106
300	FIELD SUPPORT SERVICES		2	77	0	149	0	18	0	246
400	OFFICE SUPPORT SERVICES		14	105	0	56	80	115	0	370
500	CONSTRUCTION SURVEY		0	8	0	0	0	0	0	8
CONSTRUCTION PHASE Totals:			16	278	0	871	80	163	0	1,408
600	ADDITIONAL SERVICES		0	0	0	0	0	0	0	0
PROJECT SUMMARY Totals:			16	278	0	871	80	163	0	1,408

POGGEMEYER DESIGN GROUP, INC.
2601 NORTH TENAYA WAY
LAS VEGAS, NEVADA 89128
(702) 255-8100 - 255-8375 F

GOWAN OUTFALL - LONE MOUNTAIN BRANCH

EXHIBIT C

Phase	Date: Time:	19-Jun-00 11:05 AM	Labor Classification							Total Hours
	Activity	Title:	Principal	Const. Mgr.	Project Arch.	Proj. Rep.	CADD Tech.	Clerical	Survey	
		Code:	I	ii	iii	iv	v	vi	Crew	
		Projected Hours								
100										
	105	Construction Observation	0	0	0	630	0	0	0	630
	110	CM Construction Observation	0	48	0	0	0	0	0	48
	115	LA Construction Observation	0	0	0	0	0	0	0	0
	GENERAL	Totals:	0	48	0	630	0	0	0	678
200	GENERAL									
	205	Construction Status Meeting	0	40	0	36	0	30	0	106
	MEETING	Totals:	0	40	0	36	0	30	0	106
300	FIELD SUPPORT SERVICES									
	305	Daily Inspect Reports	0	40	0	90	0	12	0	142
	310	Testing Coordination	0	11	0	27	0	0	0	38
	315	Accident Reporting	0	4	0	0	0	2	0	6
	320	Final Field Review	0	10	0	12	0	2	0	24
	325	Final Inspections/Final Recommendation	2	12	0	20	0	2	0	36
	FIELD SUPPORT SERVICES	Totals:	2	77	0	149	0	18	0	246

EXHIBIT C

[illegible]

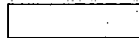
**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

GOWAN OUTFALL - LONE MOUNTAIN BRANCH

EXHIBIT D

PROJECT SUMMARY

Date: Time: O/H & P O/H Mult: Sub Mark-up:	19-Jun-00 11:05 AM 2.97 0.05 Phase	Labor Classification & Rate									
		Title:	Principal	Const. Mgr.	Project Arch.	Proj. Rep.	CADD Tech.	Clerical	Survey Crew	ODC's	Phase Total
		Code:	i	ii	iii	iv	v	vi	vii		
		Rate:	54.00	43.50	36.00	22.00	20.00	12.00	57.00		
100	GENERAL		0	6,201	0	41,164	0	0	0	0	47,366
200	MEETINGS		0	5,168	0	2,352	0	1,069	0	0	8,589
300	FIELD SUPPORT SERVICES		321	9,948	0	9,736	0	642	0	13,857	34,503
400	OFFICE SUPPORT SERVICES		2,245	13,565	0	3,659	4,752	4,099	0	0	28,320
500	CONSTRUCTION SURVEYING		0	1,034	0	0	0	0	0	0	1,034
CONSTRUCTION PHASE Totals:			2,566	35,916	0	56,911	4,752	5,809	0	13,857	119,812
600	ADDITIONAL SERVICES		0	0	0	0	0	0	0	0	0
PROJECT SUMMARY Totals:			2,566	35,916	0	56,911	4,752	5,809	0	13,857	119,812



POGGEMEYER DESIGN GROUP, INC.
2601 NORTH TENAYA WAY
LAS VEGAS, NEVADA 89128
(702) 255-8100 - 255-8375 F

EXHIBIT "G"
DISCLOSURE OF PRINCIPALS
GOWAN OUTFALL - LONE MOUNTAIN BRANCH

The principals and partners of POGGEMEYER DESIGN GROUP and all persons and entities holding more that 1% interest in POGGEMEYER DESIGN GROUP or any principal of POGGEMEYER DESIGN GROUP are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Larry V. Carroll (20.83%)	2601 N. Tenaya Way, Las Vegas, NV 89128	(702)255-8100
2.	Timothy E. Pinter (6.26%)	2601 N. Tenaya Way, Las Vegas, NV 89128	(702)255-8100
3.	Jack A. Jones (21.0%)	1168 N. Main St. Bowling Green, OH 43402	(419)352-7537
4.	Charlene M. Kerr (20.83%)	1168 N. Main St. Bowling Green, OH 43402	(419)352-7537
5.	Gregory N. Telecky (7.47%)	1168 N. Main St. Bowling Green, OH 43402	(419)352-7537
6.	David E. Saneholtz (7.47%)	1168 N. Main St. Bowling Green, OH 43402	(419)352-7537
7.	Michael Atherine (7.47%)	1168 N. Main St. Bowling Green, OH 43402	(419)352-7537
8.	Richard Weaver (7.47%)	417 Wayne Ave., Defiance, OH 43512	(419)782-3067
9.	Robert Bourdages (1.20%)	512 6th St., Ste. 202, Kirkland, WA 98033	(425)827-5995

I certify under penalty of perjury, that the foregoing list is full and complete.

By: *Timothy E. Pinter*
TIMOTHY E. PINTER, PE
POGGEMEYER DESIGN GROUP

Subscribed and sworn to before me this
19th Day of June, 2000

Kim M. Webb
Notary Public



City of Las Vegas

Agenda Item No.: 57

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 16, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Professional Services Agreement with PBS & J Construction Services Inc., for Construction Management for the Sloan Lane Interceptor project (\$300,000 Sanitation Fund) - Ward 1 (Reese)

Fiscal Impact☐**No Impact****Amount: \$300,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Sanitation Fund****PURPOSE/BACKGROUND:**

The City is preparing to replace the sanitary sewer located on Sloan Lane between Charleston Boulevard and the Flamingo Wash, and requires the services of a Construction Management firm to provide material testing and inspection services during construction.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

M. McDONALD – APPROVED Consent Items 5-33 and 35-64 – UNANIMOUS with GOODMAN abstaining on Item 52 due to his business relationship with individuals from Stanpark Homes

Item 34:**STRICKEN under separate action (see individual item)****Items 30, 54 and 65:****APPROVED under separate actions (see individual items)****MINUTES:**

COUNCILMAN McDONALD and COUNCILWOMAN McDONALD requested that Items 30, 54 and 65 be pulled from the Consent Agenda for discussion.

There was no related discussion.

(9:46 - 9:47)

1-997

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT**

THIS AGREEMENT is made and entered into this 16th day of August, 2000, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PBS&J CONSTRUCTION SERVICES, INC. (herein the "Construction Manager").

WITNESSETH:

WHEREAS, the City intends to construct The Sloan Lane Interceptor improvement project commonly known and referred to as the "Project"; and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, with respect to the Project, the City intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the project having been engineered and designed by a professional engineer (herein the "Consultant"); and

WHEREAS, the City desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by

the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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 Eight hereof:

SECTION ONE

CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 ***Scope of Services.*** Acting as a fiduciary agent for the City, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", Exhibit "A", attached hereto, subject to the terms and conditions of this Agreement.

1.02 ***Additional Services.*** The Construction Manager shall provide the services set forth in "Additional Services," Exhibit "B" attached hereto, if, and only if, so requested in writing by the City. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 ***Performance Standards.*** In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Construction Manager shall not in any way relieve the Construction Manager of responsibility for the professional and technical accuracy of its documents and services. The City's review, approval, acceptance or payment for any of the Construction Manager'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 Construction Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Construction Manager's negligent act or omission in performance of this Agreement.

1.05 ***Construction Manager's Representative.*** The Construction Manager's Representative is hereby designated as Patty Mamola, P.E. who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the City's Representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the City. If the Construction Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 8.0.3.

1.06 ***Correspondence Review.*** The Construction Manager shall furnish the City's Representative copies of each correspondence sent to the Contractor or to any regulatory agencies.

1.07 ***Cooperation with the City.*** The Construction Manager agrees that its officers, associates, employees and subcontractors 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 ***City's Representative.*** The Director of Public Works, or the authorized representative designated in writing by the Director of Public Works, 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 Construction Manager.

2.02 ***Cooperation with Construction Manager.*** The City agrees that its officers and employees will cooperate with the Construction Manager in the performance

of this Agreement and will be, with advance notice, available for consultation with the Construction Manager at such reasonable times as to not conflict with the Construction Manager's other responsibilities.

2.03 ***Review of Construction Manager's Services and Documents.*** The services to be performed by the Construction Manager shall be subject to periodic review by the City's Representative. The review comments of the City's Representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the City for comment within 10 working days of receipt of such documents.

2.04 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any 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 the Scope of Services. The City shall assist the Construction Manager 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 the Scope of Services.

SECTION THREE
CHANGES TO THE SCOPE OF SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make changes to the Scope of Services to be provided by the construction of the Project or the Scope of Services.

3.02 ***Adjustment of Compensation.*** If the changes requested by the City cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services 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 Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the City grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR

TERM OF AGREEMENT

4.01 ***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 (as evidence by the issuance of a Certificate of Completion) unless the City serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

4.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any disputes arising out of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of this Agreement or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION FIVE

COMPENSATION AND TERMS OF PAYMENT

5.01 ***General.*** At the time of approval of this Agreement by the City Council, the City agrees to set aside three hundred thousand (\$300,000) in total for the performance of this Agreement. In no event shall the total payments to the Construction

Manager for the services provided under this Agreement exceed the aforementioned amount appropriated by the City.

5.02 **Compensation.** Construction Manager estimate of the number of manhours to be expended in the performance of this agreement is set forth in "Manpower Breakdown", Exhibit "C", attached hereto. The City shall pay the Construction Manager for the services actually performed under the Scope of Services the hourly rates set forth in "Hourly Rate", Exhibit "D", attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.

5.03 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month based upon the hourly rates set forth in "Hourly Rate", Exhibit "D". An original invoice and one copy to the City's Representative in the format set forth in "Sample Invoice", Exhibit "E", attached hereto shall be submitted to the City. 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 set forth therein, or any portion thereof, is being disputed by the City in which case payment shall be made on the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.

5.04 **Retention.** Upon approval, the City shall pay to the Construction Manager ninety-five percent (95%) of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 5.05.

5.05 **Right of Off-Set.** The City's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The City's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.

5.06 **Final Payment.** Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Construction Manager will, within forty-five (45) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION SIX

PROJECT SCHEDULE

6.01 ***Project Schedule.*** If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the City's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than fourteen (14) days after the Contractor receives written notice to proceed from the City. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The Construction Manager shall complete his review within fourteen (14) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Contractor's progress to the City's Representative.

6.02 ***Revised Project Schedule.*** If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the City's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the City's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN

AUDIT: ACCESS TO RECORDS

7.01 **Records.** The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the financial information and data used by the Construction Manager 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 and established 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 Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 **Disclosure.** The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager 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 Construction Manager.

7.03 ***Period of Maintenance.*** The books, records and other documents under Sections 7.01 and 7.02 above 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.

7.04 ***Subcontract Provisions.*** The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT

MISCELLANEOUS PROVISIONS

8.01 ***Suspension.*** The City may suspend performance by the Construction Manager under a Scope of Services for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the City. In the event

the City suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the City.

8.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the City 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 Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 **Default.** The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default"):

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

B. If the Construction Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Construction Manager 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 Construction Manager 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 Construction Manager and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Construction Manager should, in the judgment of the City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, 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 Construction Manager hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of finishing this Agreement 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 Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall pay all costs of such audit.

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

8.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the City. In the event of completion or termination of this Agreement, the City reserves the right to require delivery of any

and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Construction Manager will be at the City's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

8.05 ***Insurance.*** The Construction Manager 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 Construction Manager and the City from employee claims based on job-related sickness, disease, or accident.

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

C. ***Professional Liability Insurance.*** Such insurance shall protect the Construction Manager 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. **Comprehensive General Liability and Professional Liability Insurance.** The Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the City, 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 \$10,000.00 without the written approval of the City.

F. **Period of Coverage.** Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement. 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 Construction Manager shall maintain coverage for the

duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

8.06 **Indemnity.** Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager 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, judgments, 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 negligent acts or omissions of the Construction Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager 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 the negligent acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction Manager is obligated to indemnify the Indemnitees unless the Indemnitees, 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 Construction Manager 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 Construction Manager.

8.07 *Assignment.* The City and the Construction Manager 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 Construction Manager 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.

8.08 *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 Construction Manager of any of its obligations hereunder.

8.09 *Construction Manager Warranties.* The Construction Manager 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 Construction Manager'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 City Council November 17, 1999), disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the

Construction Manager, as well as persons and entities holding more than a one percent (1%) interest in the Construction Manager or any principals of the Construction Manager. If the Construction Manager, 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 "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Construction Manager shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

8.10 ***Construction Manager Employees.*** The Construction Manager 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 Construction Manager 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.

8.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Construction Manager 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.

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

8.13 ***Compliance with Laws.*** The Construction Manager 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.

8.14 ***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.

8.15 ***Confidentiality.*** The Construction Manager shall treat the information relating to the Project which has been produced by the Construction Manager 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 Construction Manager shall also require subcontractors and vendors to comply with this requirement.

8.16 **Site Inspection.** The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager'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.

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

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

TO CITY:

John O'Connell, P.E.
Dept. Of Public Works
400 East Stewart
Las Vegas, NV 89101

TO CONSTRUCTION MANAGER: Patty Mamola, PE.

PBS&J CONSTRUCTION SERVICES, INC.
901 N. Green Valley Parkway
Suite #100
Henderson, NV 89014

8.19 **Prohibition Against Contingent Fees.** The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this

Agreement upon an 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 Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 ***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 Construction Manager. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the City prior to providing such services of the Construction Manager'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 such 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, 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 Construction Manager. 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 Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. 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 Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager 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 Construction Manager 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 D and E apply to the joinder rights provided herein in such a way as to preclude the City from joining the Construction Manager as a party to any arbitration proceeding 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 Construction Manager is named as an additional party by the City, the Construction Manager shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

D. In order for the Construction Manager 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 Construction Manager 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 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.

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 Procedure.

G. 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.

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.

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

8.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

8.23 **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.

ATTEST:

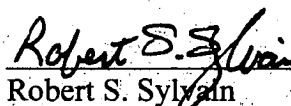
CITY OF LAS VEGAS


BARBARA JO RONEMUS,
City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

By:

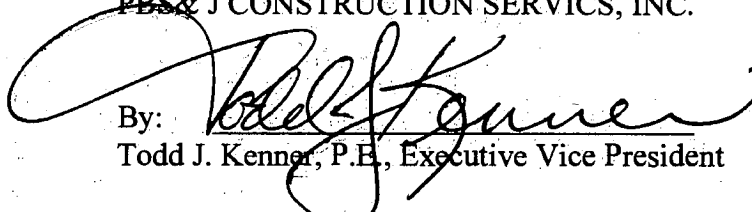

OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

 7-20-00
Robert S. Sylvain Date

PBS & J CONSTRUCTION SERVICES, INC.

By:


Todd J. Kenner, P.E., Executive Vice President

LIST OF EXHIBITS

Exhibit "A"	Scope of Services - Section 1.01
Exhibit "B"	Additional Services – Section 1.03
Exhibit "C"	Manpower Task Breakdown - Section 5.02
Exhibit "D"	Hourly Rates – Section – 5.02 and 5.03
Exhibit "E"	Invoice Format – Section 5.03
Exhibit "G"	Disclosure of Owners/Principals – Section 8.09D

EXHIBIT A**SCOPE OF SERVICES
SLOAN LANE SEWER****PROJECT DESCRIPTION:**

The Scope of Services to be provided under the terms of this Agreement are for construction engineering services that will be provided during the construction of the Project. The Scope of Services shall include:

- TASK 100 – CONSTRUCTION ADMINISTRATION
- TASK 200 – QUALITY CONTROL INSPECTION
- TASK 300 – QUALITY CONTROL TESTING
- TASK 400 – DOCUMENT CONTROL, MEETINGS, AND REPORTS
- TASK 500 – PROJECT CLOSEOUT

This project generally consists of the rehabilitation of approximately 12,600 linear feet of 45-inch to 57-inch reinforced concrete pipe using the sliplining method. New additional manholes in addition to the existing manholes are added in all alternatives. In addition, all existing manholes on the Sloan Lane Sewer will be reconstructed. The project begins at the intersection of Nellis Boulevard and Charleston Boulevard and continues easterly along Charleston Boulevard to Sloan Lane, then southerly along Charleston Boulevard to Sloan Lane, then southerly along Sloan Lane to Vegas Valley Drive, ending at an existing junction box on the south side of Vegas Valley Drive.

PROJECT STANDARDS

The following reference materials shall be used for work performed under this AGREEMENT:

1. City of Las Vegas project plans and specifications for Sloan Lane Sewer.
2. Nevada Department of Transportation (NDOT) references (most current editions):
 - Standard Specifications for Road and Bridge Construction
 - Standard Plans for Road and Bridge Construction
 - Nevada Work Zone Traffic Control Handbook
3. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
4. Traffic Control Devices Handbook
5. Clark County Regional Flood Control District's Policies and Procedures
6. Uniform Standard Plans and Specifications for Public Works' Construction off-Site Improvements, Clark County Area
7. Southern Nevada Design and Construction Standards for Wastewater Collection systems, 1997
8. Las Vegas Valley Water District Standard Drawings and Specifications

TASK 100 CONSTRUCTION ADMINISTRATION

- 105 Preconstruction Conference:** Develop submittal list to be given to CONTRACTOR, prepare agenda, conduct meeting, document preconstruction conference by tape recording, and then prepare and distribute draft and final minutes.

- 110 Construction Schedule:** Review CONTRACTOR's schedules and updates and verify that the schedule is prepared in accordance with the requirements of the Contract Documents. Require the CONTRACTOR to prepare and submit recovery schedules if progress falls behind schedule. Maintain approved schedules to track the CONTRACTOR's work efforts during construction and provide current schedule information to the CITY.
- 115 Dispute Resolution:** Make recommendations and implement procedures for reducing the likelihood of disputes or claims. CONSULTANT will assist the CITY in gathering applicable data and documents either disputing or supporting construction claims and disputes. Every effort will be made to resolve differences and avoid formal claims against the CITY by making recommendations for Alternate Dispute Resolution methods.
- 120 Construction Administration Procedures:** Log in and track all construction administration issues on the PROJECT, including processing and review of submittals and shop drawings. Log in and track the CONTRACTOR's requests for clarifications and interpretations (RFI's) of the PROJECT documents; shop drawings, samples and other submittals; schedules and adjustments; change order proposals; written proposals for substitutions; value engineering proposals; payment applications; and permits. Coordinate, review, and forward any requests for clarifications or interpretations, shop drawings, samples, or other submittals to the Design Engineer and necessary CITY divisions. Log in and track materials testing results. Turn-around time will be a maximum of 15 working days.

TASK 200 QUALITY CONTROL INSPECTION SERVICES

- 205 Inspection Services:** Provide full time inspector(s) for the duration of the PROJECT under the supervision of the Construction Manager. Inspection reports will be prepared daily and tracked detailing, as a minimum, the progress of work, manpower and equipment assigned to the PROJECT and schedule of activities. Copies will be sent to the CITY weekly. All notices of non-compliance will be coordinated with the CITY. Requests for materials testing will be made by the Construction Manager or inspection team.
- 210 On Site Visits:** The Construction Manager will make regular site visits as appropriate to review work performance and CONTRACTOR's quality of work, schedule, safety program and adherence to plans and specifications. Site visits will be annotated in the daily reports.
- 215 Public Relations:** Notify landowners and businesses of construction progress as necessary and handle complaints relating to construction activities. Assist the CITY in preparation of any press releases or official notices. This included media releases for use by CITY officials in connection with traffic control or road closures.
- 220 Coordination with Other Agencies:** CONSULTANT will provide coordination for technical inspection, testing, survey, permit compliance and all work required by outside agencies, including State of Nevada Department of Transportation, and Clark County Public Works. These agencies shall also include, but not be limited to: Clark County Sanitation District, Clark County Regional Flood Control District, Clark County Health

District and Fire Department, Las Vegas Valley Water District, Nevada Power Company, Cox Communications, Southwest Gas, Sprint, developer's engineers, and all affected CITY divisions.

- 225 Detailed Sketches:** Review detailed sketches clarifying and/or mitigating conflicts and/or design changes that may be required or that are provided by the CITY.

TASK 300 QUALITY CONTROL TESTING SERVICES

- 305 Materials Testing:** The Materials Testing subconsultant will be Ninyo & Moore. The Construction Manager or inspection team will request tests and review reports and test results. Ninyo & Moore geotechnical staff will make periodic site visits if so requested during construction. A professional engineer with geotechnical materials testing expertise will visit the site as needed to ensure a quality PROJECT and address any unusual soil conditions.

In addition, the Materials Testing subconsultant will:

- a. Sample and test the construction materials, including but not limited to soils, asphalt, concrete, to determine compliance with the PROJECT documents.
- b. Utilize a certified materials testing laboratory to perform all field and laboratory testing.
- c. Provide certifications as required by a licensed professional engineer with geotechnical materials testing expertise and any special inspection required for structural concrete, reinforcing steel and dowels.
- d. All test reports will be reviewed by CONSULTANT, coordinated with the CONTRACTOR, and included in the PROJECT records.

TASK 400 DOCUMENT CONTROL, MEETINGS, AND REPORTS

Project documentation will be done using Expedition software.

- 405 Photographs & Videotapes:** Prior to the beginning of construction, a videotape record and digital photographs will be made of existing physical features and facilities in and along the PROJECT right-of-way to document preconstruction site conditions. Color photographs will be taken of sufficient quantity to document all construction activities on the PROJECT. All photographs shall have an imprinted date and labeled with a description. Photos shall be maintained and will be provided to the CITY on the 15th day of each month with the Monthly Progress Reports.
- 415 Change Order Preparation, Negotiation and Processing:** Field verify the necessity and make recommendations to CITY for validity of change orders and prepare independent cost estimates and make recommendation to CITY. Establish, implement, and coordinate systems for processing contract change orders. Negotiate contract change orders with the CONTRACTOR. Prepare contract change order documents including technical design by the Design Engineer for execution by correspondence for CITY

review and approval of change orders. Coordinate changes with the CITY and process Construction Conflict Authorizations as necessary. Monitor Force Account work to ensure plans and specifications are adhered to and budgetary impact is minimized.

420 Weekly Progress Meetings: CONSULTANT will prepare agendas, conduct weekly meetings, and prepare and distribute draft and final minutes (including action items). Notices of future meetings will be distributed to all affected PROJECT participants. Action assignments will be made at each meeting to be completed by a set date.

425 Progress Payments: Progress Payments will be reviewed and adjusted to reflect actual progress. Progress payments will be entered on computer, printed out and forwarded to the CITY. The report shall state the total contract price, payments to date, current payments requested, retaining and actual amounts owed for the current period. All payments will be tracked for cash flow planning.

430 Traffic Control and Public Safety: Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review with CITY Traffic Engineer all detours, lane closures, temporary access, signage, delineation and traffic control plans. Report deficiencies to the CONTRACTOR. Verify all permits, including traffic control and encroachment, are acquired and permit conditions are adhered to by the CONTRACTOR.

445 Project Files: Maintain the following documents:

- a. Correspondence Files
- b. Reports of job site conferences, meetings and discussions among the CITY and CONTRACTOR.
- c. Submittals of shop drawings and samples.
- d. Copy of the Contract Documents and geotech reports.
- e. Contract Addenda.
- f. Change orders and additional modifications subsequent to execution of the Contract Documents.
- g. Daily reports.
- h. Names, addresses, and telephone numbers of the CONTRACTORS's and all subcontractor's emergency contact personnel.
- i. Schedules, daily reports and RFI's.
- j. Issues file, which documents all disputes, potential claims, and their resolution.

450 Daily Reports: Maintain a daily report of events at the jobsite including, but not limited to, the following:

- a. CONTRACTOR and subcontractor's personnel and equipment.

- b. Observed delays and causes.
- c. Weather conditions.
- d. Daily activities and progress by stationing.
- e. Data relative to claims for extras or deductions.
- f. Material received on site.
- g. Test results.

455 Shop Drawing Review: Receive, log and review shop drawings and submittals to ensure completeness and general conformity with the Contract Documents prior to forwarding to Design Engineer for approval. Review the Design Engineer's comments on shop drawings and submittals for constructibility prior to returning to the CONTRACTOR. Turn-around time will be no more than 10 working days.

460 Certification Review: CONSULTANT shall review certifications to ensure completeness and conformity with the plans and specifications. If acceptable, the certifications will be accepted, if not they will be rejected and returned to the CONTRACTOR.

TASK 500 ASSISTANCE IN CERTIFICATION OF SUBSTANTIAL COMPLETION

505 Final Inspection and Punch Lists: CONSULTANT, CITY, and other PROJECT participants will prepare a list of construction deficiencies to be resolved by the CONTRACTOR. Additionally, CONSULTANT will make a recommendation to the CITY regarding final approval of work and final payment request and prepare the final progress payment for submission to the CITY.

510 Final Letter: Provide a determination of final pay quantities, prepare final change order and obtain CONTRACTOR concurrence, issue Notice of Substantial Completion with CITY concurrence, and notify CITY when Notice of Completion can be filed.

515 Project Closeout: Prepare all documentation needed for PROJECT closeout. Deliver all PROJECT documentation including as-built drawings (red-lines) to the CITY and the Design Engineer.

EXHIBIT B**SUPPLEMENTAL SERVICES
SLOAN LANE SEWER**

The CONSULTANT shall provide the following supplemental services with the prior written authorization of the CITY.

TASK 600 SUPPLEMENTAL SERVICES

- 601** Provide extended construction management services (Task 100 through Task 503) beyond the specified construction duration (150 working days) should the PROJECT Schedule be extended.
- 602** Provide for the extension of geotechnical and/or materials testing services beyond the specified construction duration (150 working days) should the PROJECT Schedule be extended, or because of unexpected site conditions.
- 603** Provide additional public relations assistance to the CITY beyond hours currently budgeted for task 204. Assist with the organization of, attend, and conduct public relations meeting. Provide subsequent notification of persons impacted by the PROJECT should this be required by the CITY.
- 604** Provide additional construction management services as needed on an overtime compensation basis.
- 605** Provide construction management services (Task 100 through Task 503) during the specified construction duration (150 working days) for other projects in the vicinity of the PROJECT.
- 606** Provide design services on a time and material basis as directed by the CITY.
- 607** Provide surveying services on a time and material basis as directed by the CITY.
- 608** Provide CADD services on a time and material basis as directed by the CITY.
- 609** Provide Environmental Engineering services, in the event hazardous materials are encountered, on a time and material basis as directed by the CITY.
- 610** Hazardous Materials

TASK 700 LEGAL REPRESENTATION / ARBITRATION

EXHIBIT C
MANHOUR TASK BREAKDOWN
SLOAN LANE SEWER

TASK	DESCRIPTION	CM	SI	JI	CLER	TESTING
100	CONSTRUCTION ADMINISTRATION					
105	Preconstruction Conference					
110	Construction Schedule					
115	Dispute Resolution					
120	Construction Administration Procedures					
	SUBTOTAL	80	24	4	16	0
200	QUALITY CONTROL INSPECTION					
205	Inspection Services					
210	On Site Visits					
215	Public Relations					
220	Coordination With Other Agencies					
225	Detailed Sketches					
	SUBTOTAL	160	960	480	0	0
300	QUALITY CONTROL TESTING					
305	Materials Testing - Subconsultant Ninyo & Moore					
	SUBTOTAL	16	8	0	4	0
400	DOCUMENT CONTROL, MEETINGS, AND REPORTS					
405	Photographs and Videotapes					
415	Change Order Preparation, Negotiation, and Processing					
420	Weekly Progress Meetings					
425	Progress Payments					
430	Traffic Control and Public Safety					
445	Project Files					
450	Daily Diary					
455	Shop Drawing Review					
460	Certification Review					
	SUBTOTAL	360	244	112	168	0
500	PROJECT CLOSEOUT					
505	Final Inspection and Punch Lists					
510	Final Notice of Completion					
515	Project Closeout					
	SUBTOTAL	64	44	4	12	0
600	SUPPLEMENTAL SERVICES (By Written Authorization Only)					
700	LEGAL REPRESENTATION//ARBITRATION (By Written Authorization Only)					
		680	1,280	600	200	0

CM - Construction Manager
SI - Senior Inspector

JI - Junior Inspector
Testing - Material Testing Subconsultant

CLER - Clerical

**EXHIBIT D
COST DERIVATION
SLOAN LANE SEWER**

TASK No.	DESCRIPTION	Direct Expenses					TASK TOTAL
			CM \$110/hr	SI \$85/hr	JI \$70/hr	CLERICAL \$45/hr	
100	CONSTRUCTION/ADMINISTRATION						
105	Preconstruction Conference						
110	Construction Schedule						
115	Dispute Resolution						
120	Construction Administration Procedures						
	SUBTOTAL	\$0	\$8,800	\$2,040	\$280	\$720	\$11,840
200	QUALITY CONTROL INSPECTION						
205	Inspection Services						
210	On-Site Visits						
215	Public Relations						
220	Coordination With Other Agencies						
225	Detailed Sketches						
	SUBTOTAL	\$0	\$17,600	\$81,600	\$33,600	\$0	\$132,800
300	QUALITY CONTROL TESTING						
305	Materials Testing - Subconsultant Ninyo & Moore	\$18,204					
	SUBTOTAL	\$18,204	\$1,760	\$680	\$0	\$180	\$20,824
400	DOCUMENT CONTROL, MEETINGS, AND REPORTS						
405	Photographs and Videotapes	\$500					
415	Change Order Preparation, Negotiation, and Processing						
420	Weekly Progress Meetings						
425	Progress Payments						
430	Traffic Control and Public Safety						
445	Project Files						
450	Daily Diary						
455	Shop Drawing Review						
460	Certification Review						
	SUBTOTAL	\$500	\$39,600	\$20,740	\$7,840	\$7,560	\$76,240
500	PROJECT CLOSEOUT						
505	Final Inspection and Punch Lists						
510	Final Notice of Completion						
515	Project Closeout						
	SUBTOTAL	\$0	\$7,040	\$3,740	\$280	\$540	\$11,600
600	SUPPLEMENTAL SERVICES (By Written Authorization Only)						
700	LEGAL REPRESENTATION // ARBITRATION (By Written Authorization Only)						
		\$18,704	\$74,800	\$108,800	\$42,000	\$9,000	
							\$253,304

EXHIBIT E**INVOICE FORMAT
SLOAN LANE SEWER****Invoice**

City of Las Vegas
 400 East Stewart Street
 Las Vegas, NV 89101
 ATTN: John O'Connell, P.E.

June 30, 2000
 Project No: xxxxx.00
 Invoice No: xxxxx

Project: xxxxx.00 Sloan Lane Sewer

Construction Engineering Services: June 1, 2000 through June 30, 2000**Task 100**

Subtask 105	Hours	Rate	Amount
Project Manager Name	xxx	\$xxx	\$xxx
Construction Manager Name	xxx	\$xxx	\$xxx
Totals	xxx		\$xxx
Subtask 110			
Project Manager Name	xxx	\$xxx	\$xxx
Construction Manager Name	xxx	\$xxx	\$xxx
Totals	xxx		\$xxx

(Tasking continued as needed)

Total this invoice SX,XXX.XX

EXHIBIT F**INSURANCE CERTIFICATES
SLOAN LANE SEWER**

Proof of insurance, as required by the City of Las Vegas, is shown in Exhibit F-1, F-2 and F-3.

EXHIBIT F-1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

6/8/00

PRODUCER

Reiser and Associates, Inc.
P.O. Box 11260
Reno, NV 89510-1260

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

INSURERS AFFORDING COVERAGE

INSURED

Post, Buckley, Schuh & Jernigan Inc
901 North Green Valley Parkway, Suite 100
Henderson NV 89014

INSURER A: Employers Insurance Company of Nevada

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO- JECT ☐ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NWC-193022-07	1/1/00	1/1/01	☒ WC STATU- TORY LIMITS ☐ OTH- ER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

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

Sloan Lane Sewer

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

ATTN: John O'Connell, P.E.
City of Las Vegas, Dept of Public Works
400 Steward Ave
Las Vegas NV 89101

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

AUTHORIZED REPRESENTATIVE

John R. Reiser

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

06/07/00

PRODUCER

305-822-7800

Collinsworth, Alter, Nielson,
Fowler & Dowling, Inc. (WMC/DIA)
5979 NW 151 Street, Suite 105
Miami Lakes, FL 33014

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

COMPANIES AFFORDING COVERAGE

COMPANY

A

Lloyds of London

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

PBS&J Construction Services,
Inc.
1519 So. University Drive
Plantation FL 33324

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 LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE
	☐ COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.
	☐ CLAIMS MADE ☐ OCCUR				PKRS. & ADV. INJURY
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE
					FIRE DAMAGE (Our Fire)
					MED EXP (any one person)
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT
	☐ ANY AUTO				BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE
	☐ RENTED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-BA ACCIDENT
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGATE
	EXCESS LIABILITY				EACH OCCURRENCE
	☐ UMBRELLA FORM				AGGREGATE
	☐ OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT
	☐ INCL. ☐ EXCL.				DISEASE-POLICY LIMIT
					DISEASE-EACH EMPL.
A	OTHER	P42399	9/30/99	9/30/02	\$1,000,000 limits each claim/annual aggregate
	Professional / Pollution Liab				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Sloan Lane Sewer
Deductible: \$10,000 each claim deductible
Issuing company will provide 30 days written notice of cancellation,
non-renewal, reduction of coverage/limits.

CERTIFICATE HOLDER

City of Las Vegas
Public Works-John O'Connell PE
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 45 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

ACORD 25-S (3/93)

4-30

EXHIBIT F-3

Certificate of Insurance

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

This is to Certify that

PBS&J Construction Services, Inc.
901 North Green Valley Parkway
Suite 100
Henderson, NV 89014

Name and
address of
Insured.



Is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP. DATE	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION ☐ CONTINUOUS ☐ EXTENDED ☒ POLICY TERM 08/30/2000		WA1-150-217333-179	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AL, AZ, CA, CO, DC, FL, GA, KY, LA, MD, MA, MS, NC, NJ, SC, TN, TX, UT, VA, WC Includes all States Endorsement	EMPLOYERS LIABILITY Bodily Injury By Accident \$500,000 Each Accident
				Bodily Injury By Disease \$500,000 Policy Limit
				Bodily Injury By Disease \$500,000 Each Person
GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE RETRO DATE	08/30/2000	TB7-151-217333-049	General Aggregate - Other than Products/Completed Operations	
			\$2,000,000	
			Products/Completed Operations Aggregate	
			\$1,000,000	
			Bodily Injury and Property Damage Liability	
			\$1,000,000	
			Personal Injury	
			\$1,000,000	
			Other FIRE LEGAL	
			\$100,000	
			Other MED PAY	
			\$25,000	
			\$1,000,000	
			Each Accident - Single Limit	
			B.I. and P.D. Combined	
AUTOMOBILE LIABILITY ☒ OWNED ☒ NON-OWNED ☒ HIRED	08/30/2000	AS7-151-217333-039	\$1,000,000	
			Each Accident - Single Limit	
			B.I. and P.D. Combined	
			Each Person	
			Each Accident or Occurrence	
			Each Accident or Occurrence	
OTHER UMBRELLA EXCESS LIABILITY	08/30/2000	TH1-151-217333-079	\$10,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY OVER UNDERLYING LIMIT	

ADDITIONAL COMMENTS

RE: Sloan Lane Sewer

Certificate Holder is listed as Additional Insured with respects to General Liability. Waive right of subrogation with Respects to General Liability Coverage.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

SPECIAL NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE

THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED

UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS

NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
400 STEWART AVE.
LAS VEGAS, NV 89101

507

CERTIFICATE
HOLDER

James R. Fiet

AUTHORIZED REPRESENTATIVE

Ft. Lauderdale, FL (800) 542-0055

6/7/00

OFFICE

PHONE NUMBER

DATE ISSUED

EXHIBIT "G"

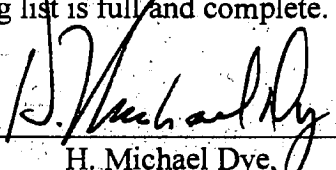
DISCLOSURE OF PRINCIPALS

SLOAN LANE SEWER

The PBSJ Corporation, a Florida Corporation, is the sole shareholder of PBS&J Construction Services, Inc., a Florida Corporation registered to do business in Nevada. The principals of PBS&J Construction Services, Inc. holding more than 1% of The PBSJ Corporation are:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	H. Michael Dye	2001 N.W. 107th Ave., Miami, FL 33172	305/592-7275
2.	John B. Zumwalt, III	5300 W. Cypress St., Suite 300, Tampa, FL 33607	813/877-7275
3.	Richard A. Wickett	2001 N.W. 107th Ave., Miami, FL 33172	305/592-7275

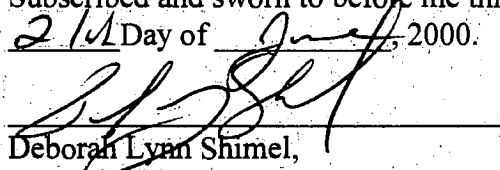
I certify under penalty of perjury, that the foregoing list is full and complete.

By: 

H. Michael Dye,
Chairman of the Board

PBS&J Construction Services, Inc.

Subscribed and sworn to before me this
21st Day of June, 2000.


Deborah Lynn Shimel,
Notary Public

