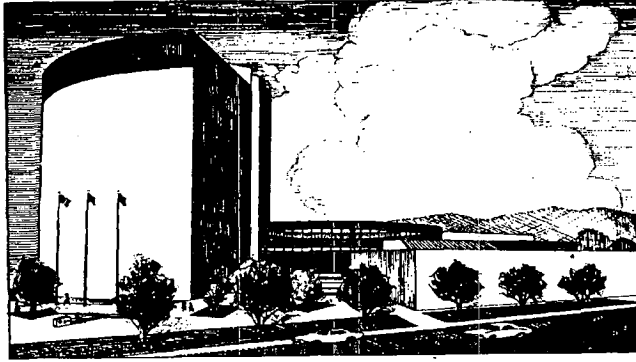




MINUTES

City of Las Vegas

CITY COUNCIL

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

MEETING OF
MAY 16, 2001

INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

☒

☐

☐

COUNCILMAN GARY REESE

☒

☐

☐

MAYOR PRO-TEM

COUNCILMAN MICHAEL MCDONALD

☒

☐

☐

COUNCILMAN LARRY BROWN

☒

☐

☐

COUNCILWOMAN LYNETTE BOGGS MCDONALD

☒

☐

☐

COUNCILMAN LAWRENCE WEEKLY

☒

☐

☐

COUNCILMAN MICHAEL MACK

☒

☐

☐

VIRGINIA VALENTINE, CITY MANAGER

☒

☐

☐

BRAD JERBIC, CITY ATTORNEY

☒

☐

☐

JOHN REDLEIN, ASSISTANT CITY ATTORNEY

☒

☐

☐

BRYAN SCOTT, DEPUTY CITY ATTORNEY
(P.M. Session)

☒

☐

☐

TOM GREEN, DEPUTY CITY ATTORNEY
(P.M. Session)

☒

☐

☐

BARBARA JO RONEMUS, CITY CLERK

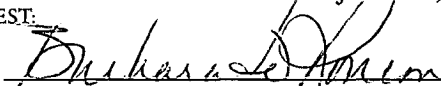
☒

☐

☐

APPROVED BY REFERENCE: JUNE 20, 2001

ATTEST:


CITY CLERK


MAYOR

City of Las Vegas

CITY COUNCIL AGENDA

MAY 16, 2001

TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 2

CONSENT

Finance & Business Services	Pg 2 – 5
Planning & Development Department	Pg 5
Public Works Department	Pg 5 – 6
Resolutions	Pg 6
Real Estate Committee	Pg 7

DISCUSSION

Administrative	Pg 7
City Attorney	Pg 7
Field Operations Department	Pg 7
Finance & Business Services	Pg 7 – 8
Neighborhood Services Department	Pg 8
Planning & Development Department	Pg 8
Resolutions	Pg 8
Boards & Commissions	Pg 8 – 9
Real Estate Committee	Pg 9
Recommending Committee Reports (Bills eligible for adoption at a later meeting)	Pg 9
New Bills	Pg 10

AFTERNOON

Afternoon Session	Pg 10
Public Hearings	Pg 10
Planning & Development	Pg 10 – 15
Addendum (Item heard by Department)	Pg 15
Citizens Participation	Pg 15

**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 GARY REESE, MAYOR PRO TEM (Ward 3)****COUNCILMEMBERS: MICHAEL J. McDONALD (Ward 1), 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.

MAY 16, 2001**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 7:00 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 JOEL RIVERS, CENTRAL CHRISTIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO SENIOR OF THE QUARTER
- PRESENTATION TO WENDY DOYLE
- ACKNOWLEDGEMENT OF EARL WHITE
- RECOGNITION OF JO MACKEY STUDENTS

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 April 18, 2001 and Special City of Las Vegas City Council and Redevelopment Agency Meeting of April 25, 2001

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.

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a new Family Child Care Home License, Cheri Epps, dba ABC's and 123's, 1314 Griffith Ave., Cheri Epps, 100% - Ward 3 (Reese)
5. Approval of a new Family Child Care Home License, Heather Vander Meer, 8805 Big Bear Pines Ave., Heather Vander Meer, 100% - Ward 6 (Mack)
6. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Reynaldo Martinez Early Childhood Center, 2901 Harris Ave., E. Diana Goff, Administrator, Licensee/License Holder, Child & Family Services Division, Economic Opportunity Board of Clark County - Ward 3 (Reese)
7. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Seton Academy West, LLC, dba Seton Academy West, 3801 North Campbell, Mary J. Hayes, Licensee, 100% - Ward 4 (Brown)
8. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2600 Lake Sahara Drive, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 2 (L.B. McDonald)
9. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2861 Business Park Court, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 4 (Brown)
10. Approval of a new Beer/Wine/Cooler Off-sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Albertson's, Inc., dba Albertson's Exresss #6008, 4401 East Bonanza Rd., Kaye L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
11. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba Fremont Gift Shop, 200 Fremont St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir Secy, 30% - Ward 5 (Weekly)
12. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba California Gift Shop, 12 East Ogden Ave., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)
13. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba The Company Store, 200 North Main St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 9310 West Sahara Ave., Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 2 (L.B. McDonald)
15. Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License, Albertson's, Inc., dba Albertson's Express, #6008, Peter L. Lynch, Pres - Ward 3 (Reese)
16. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 1910 Village Center Cir., Suite 9, Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 4 (Brown)
17. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6011, 1650 North Buffalo Dr., Peter L. Lynch, Pres - Ward 4 (Brown)
18. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6090, 7075 West Ann Rd., Peter L. Lynch, Pres - Ward 6 (Mack)
19. Approval of Manager for a Restaurant Service Bar Liquor License, Hamada Resort, Inc., dba Hamada of Japan, 221 North Rampart Blvd., Suite 7144, Munenori Kawagoe, Gen Mgr - Ward 2 (L.B. McDonald)
20. Approval of Manager for a Supper Club Liquor License, Hamada Towers, Inc., dba Hamada Asian Village, 2000 Las Vegas Blvd., South, Munenori Kawagoe, Gen Mgr - Ward 3 (Reese)
21. Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots subject to continued compliance with Gaming Control Board filing requirements, Loose Caboose-Nellis, Inc., dba Loose Caboose Saloon, 15 North Nellis Blvd., Suite A1, Randall W. Tidwell, Gen Mgr - Ward 3 (Reese)
22. Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots, Jamil A. Nesson, dba J & D Mini Market, 900 North Martin L. King Blvd., Jamil A. Nesson, 100% - Ward 5 (Weekly)
23. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Cardivan Company, db at Albertson's Express #6008, 4401 East Bonanza Rd. - Ward 3 (Reese)
24. Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Christine Essex, dba Christine Essex, 1833 West Charleston Blvd., Christine S. Essex, 100% - Ward 1 (M. McDonald)
25. Approval of a new Independent Massage Therapist License, Vicki Leah Agao, dba Vicki Leah Agao, 9410 West Sahara Ave., Vicki L. Agao, 100% - Ward 2 (L.B. McDonald)
26. Approval of a new Independent Massage Therapist License, Celeste Harlow, dba Celestial Connection Massage Therapy, 9133 Jewel Crystal Court, Celeste S. Harlow, 100% - Ward 4 (Brown)
27. Approval of a new Independent Massage Therapist License, Sheryl Moody, dba Great Escape, 7310 Smoke Ranch Rd., Suite M, Sheryl L. Moody, 100% - Ward 4 (Brown)
28. Approval of a new Independent Massage Therapist License, Sheri Chanel, dba Sheri Chanel, 2451 North Rainbow Blvd., Unit 2090, Sheri L. Chanel, 100% - Ward 6 (Mack)
29. Approval of a new Independent Massage Therapist License, Rae Anne Cariker, dba Rae Anne Cariker, 7529 Pinto Bluff St., Rae A. Cariker, 100% - Ward 6 (Mack)
30. Approval of a new Independent Massage Therapist License, Candy Kay Hetzel, dba Candy Kay Hetzel, 5820 West La Madre Way, Candy K. Hetzel, 100% - Ward 6 (Mack)
31. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Rebecca A. Manor, dba Becca Kneads You, From: 8600 Starboard Dr., #1215, To: 7310 Smoke Ranch Rd., Suite M, Rebecca A. Manor, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

32. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Jerome Vital, dba Jerome Vital, From: 909 Cambridge Cross Place, To: 7310 Smoke Ranch Rd., Suite M, Jerome Vital, 100% - Ward 4 (Brown)
33. Approval of Change of Location for an Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, From: 4942 Roswell St., To: 3800 South Nellis Blvd., #282, Natalia E. Mendez, 100% - (County)
34. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. Devito, dba Artistic Kneads, From: 6436 Doby Peak Dr., To: 10028 West Cherokee Ave., Sara L. Devito, 100% - (County)
35. Approval of Change of Location for an Independent Massage Therapist License, Luke Jackson, dba Luke Jackson, From: 4428 Casa Sencia St., To: 3335 Deuce St., Luther E. Jackson, 100% - (County)
36. Approval of Change of Location for an Independent Massage Therapist License, Lucy M. Wojcik, dba Desert Escape, From: 5158 South Jones Blvd., Unit 108, To: 4975 Duneville St., Unit 208, Lucy M. Wojcik, 100% - (County)
37. Approval of a new Martial Arts License subject to the provisions of the fire codes, Reylson Gracie, Inc., dba Reylson Gracie Jiu-Jitsu, 1928 Rock Springs Dr., Reylson Gracie, 100% - Ward 4 (Brown)
38. Approval of Change of Location for a Martial Arts License subject to the provisions of the planning and fire codes, Mahato Karate Association of Nevada, Inc., dba Mahato Karate Association of Nevada, Inc., From: 820 South Valley View Blvd., Suite C, To: 8221 West Charleston Blvd., Suite 107, Howard D. Sawyer, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
39. Approval of a new Massage Establishment License, Sharon Lane, dba Total Image Beauty Salon, 6010 West Cheyenne Ave., Suite 12, Sharon M. Lane, 100% - Ward 6 (Mack)
40. Approval of a new Psychic Art and Science License, Craig Norton, dba El Angel, 2210 East Bonanza Rd., Craig Norton, 100% - Ward 3 (Reese)
41. Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: RGL, Inc., dba American Jewelry & Coin, Robert G. Lartigaut, Dir, Pres, Secy, Treas, 100%, To: The Cash Exchange & Money Store, Inc., dba The Cash Exchange & Money Store, Inc., 616 Las Vegas Blvd., South, Suite C., Carl A. Jensen, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
42. Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License, From: Jolynn Renee Ayala, dba J.D. Enterprises, Jolynn R. Ayala, 100%, To: Class III-B Secondhand Dealer License, Silver State Pallets, Inc., dba Silver State Pallets, 1921 Western Ave., Michael J. Griffin, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
43. Approval of award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$9,671,505 - Enterprise Fund) - Ward 5 (Weekly)
44. Approval to award Bid Number 01.15301.07-LED, Fire Station #10 and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: J.A. VAY & SONS, INC. (\$2,620,500 - Capital Projects Fund) - Ward 1 (M. McDonald)
45. Approval of award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$1,800,000 - Special Revenue Fund) - All Wards
46. Approval of award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$900,000 - Special Revenue Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

47. Approval of award of Bid Number 01.1762.04-RC, Annual Crack Seal - Department of Public Works - Award recommended to: CPM WEST (Estimated annual amount \$500,000 - Special Revenue Fund) - All Wards
48. Approval of rejection of bidder and award of Bid Number 010079-TC, for the purchase of Street Sweepers and Tractor Loader Backhoe - Department of Field Operations - Award recommended to: Lot II, Tractor Loader Backhoe - HERTZ EQUIPMENT (\$57,749 - Capital Projects Fund) and Lot III, Regenerative Sweeper - SNE EQUIPMENT (\$201,130 - Capital Projects Fund)
49. Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts for the period from date of award through June 30, 2002, with renewal options as long as the bidding exemption exists (DR) - Department of Public Works - Award recommended to: PARKSON CORP. (\$250,000 - Enterprise Fund)
50. Approval of Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities - Department of Public Works - Award recommended to: R.K. RICKS (\$200,000 - Capital Projects Fund) - All Wards
51. Approval of Joinder Agreement to authorize the use of Clark County Bid Number 4189-98 (KF) for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service for the period from June 1, 2001 through May 31, 2002, with two (2) one-year options to renew - Department of Information Technologies - Award recommended to: RECOMM WIRELESS (Estimated annual amount of \$200,000 - General & Internal Service Funds)
52. Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software for the city-wide computer network (CW) - Department of Information Technologies - Award Recommended to: MICROSOFT CORPORATION (Estimated annual amount of \$95,000 - General Fund)
53. Approval of a Purchase Order for a single purchase requirement for SmartNet maintenance of Cisco Systems networking equipment (JDF) - Department of Information Technologies - Award recommended to: CISCO SYSTEMS INC. (\$76,686 - General Fund)
54. Approval of the award of Bid Number 010057-TB (CW), Annual Requirements Contract for Plotter Supplies - Department of Information Technologies - Award recommended to: SOURCE GRAPHICS (Estimated annual amount of \$70,000 - General Fund)
55. Approval of rejection of all bids for Bid #01.1730.10-RC, Decatur Boulevard Dual Left Turn Lanes at Washington Avenue - Wards 1 & 5 (M. McDonald & Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

56. Approval of a professional services agreement with Duncan Associates to rewrite Chapter 19A.14 of the City of Las Vegas Zoning Code (Sign Code) (\$86,100 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Fourth Supplemental Cooperative Agreement between Clark County and the City of Las Vegas for Traffic Capacity and Safety Improvements Second Program Year to increase funding for Right of Way (\$50,000 - Clark County) - All Wards
58. Approval of a Right-of-Way Grant to Nevada Division Central Telephone Company for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for a telephone easement to serve Buffalo Park located on the west side of Buffalo Drive, north of Del Rey Avenue - 163-04-502-005 - Ward 1 (M. McDonald)

PUBLIC WORKS DEPARTMENT - CONSENT

59. Approval of a Declaration of Utilization from the Bureau of Land Management for Sewer Purposes, lying within the Southeast Quarter (SE 1/4) of Section 30, T19S, R60E, M.D.M., located south of Tropical Parkway, east of Fort Apache Road - 125-30-704-006 & 125-29-303-001 - (County)
60. Approval to file a Right-of-Way Grant application with the Bureau of Land Management for Sewer and Multi-Use Trail Easement purposes on portions of land lying within the East Half (E 1/2) of Section 30, T19S, R60E, M.D.M., located along Tropical Parkway, east of Fort Apache Road - 125-30-702-004 & 125-30-601-006 - (County)
61. Approval of an Encroachment request from Outback Steakhouse, Inc. on behalf of Lena Piccoli-Ostunio, owner (Merialdo Lane south of Charleston Boulevard) - Ward 2 (L. B. McDonald)
62. Approval of Interlocal Agreement No. 107439 with the Las Vegas Valley Water District to modify existing water facilities, install new water facilities and/or remove obsolete water facilities in conjunction with the Ann Road, US-95 to Ferrell Street project (\$20,000 - Las Vegas Valley Water District) - Ward 6 (Mack)
63. Approval of a Cooperative Agreement between the City of Las Vegas, the City of Henderson, Clark County Sanitation District and the Southern Nevada Water Authority, to fund phase III of the Las Vegas Wash alternative discharge study, the City of Las Vegas pays 38% of \$5,300,000 - (\$2,014,000 - Sanitation Fund) - (County)
64. Approval of an Easement from the City of Las Vegas to the Las Vegas Elks Lodge 1468 for placement of underground utilities and Ingress and Egress purposes at Fire Station #5 subject to the condition that the Elks Lodge pave the dirt parking lot at the Fire Station - Ward 1 (M. McDonald)

RESOLUTIONS - CONSENT

65. R-60-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Districts 404 and 707 located in Wards 2 & 4 (L. B. McDonald & Brown)
66. R-61-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts; and providing other matters properly relating thereto. District 505 is in Ward 6 (Mack) and the other districts are in various wards
67. R-62-2001 - Approval of a Resolution to establish the Fire Safety Initiative Special Revenue Fund
68. R-63-2001 - Approval of a resolution concerning the financing of improvements; authorizing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to incur general obligation (G.O.) parking bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$13,000,000; authorizing and directing the City Finance Director to submit an amended debt management policy and capital improvement plan to the DMC; and authorizing the reimbursement from bond proceeds prior expenditures related to the parking project - Ward 3 (Reese)
69. R-64-2001 - Approval of a resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin area) - Ward 2 (L.B. McDonald)
70. R-65-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1479 - Mayfair Area (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)
71. R-66-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

72. Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel Number 138-19-613-001, located at 2002 Spring Gate Lane, to provide recreational programs during "Track Breaks" for the Department of Leisure Services - Ward 4 (Brown)
73. Approval of a Bill of Sale from the City of Las Vegas (CLV) to the Las Vegas Valley Water District (LVVWD) for the purpose of providing water services located at the Las Vegas Metropolitan Police Department Substation and Academy, located in the vicinity of Cheyenne Avenue and Jensen Street - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

74. Report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary
75. Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

76. Discussion and possible action on Appeal of Work Card Denial: Yolanda Renee Small, 451 N. Nellis Blvd. #1098, Las Vegas, Nevada 89110
77. Discussion and possible action on Appeal of Work Card Denial: Keith L. Wines, 1720 Walnut, Las Vegas, Nevada 89101
78. Discussion and possible action on proposed negotiated settlement of SUSAN J. TOOHEY v. CITY OF LAS VEGAS, et al.
79. Discussion and possible action to retain Harrison, Kemp & Jones to represent the City of Las Vegas in the Northwest Family Leisure Center and Palo Verde Family Leisure Center construction arbitration

FIELD OPERATIONS DEPARTMENT – DISCUSSION

80. ABEYANCE ITEM - Report on the functions and projects of the Department of Field Operations

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

81. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License, From: Raleys, a California Corporation, dba Food Source Store #133 (non-operational), Michael J. Teel, Dir, Pres, CEO, William W. Anderson, Treas, CFO, Neil J. Doerhoff, Secy, Joyce N. Teel, Dir, Co-Chair, Bd of Dir, James E. Teel, Dir, Co-Chair, Bd of Dir, Charles L. Collings, Dir, Teel Family Trust, 100%, James E. Teel, Trustor, Trustee, Joyce N. Teel, Trustor, Trustee, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave., Aner J. Iglesias, Mmbr, 50%, William P. Miguel, Mmbr, 25 %, Constantino Miguel, Mmbr, 25% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

82. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd., Gilbert Z. Levy, 100% - Ward 5 (Weekly)
83. Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License, Shirley Stevens, dba From: Readings by Shirley Stevens, 1924 East Charleston Blvd., To: Psychic Gallery, 1717 South Decatur Blvd., Booth B-6, Shirley Stevens, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item #127 - Special Use Permit U-0036-01] - Ward 1 (M. McDonald)
84. Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104, Xiao P. Wang, 100% - Ward 4 (Brown)
85. Discussion and possible action regarding approval of a new Teenage Dance License subject to the provisions of the fire codes, The Black Hole, Inc., dba The Black Hole, Inc., 2828 Highland Dr., Cristo Fernandez, Dir, Pres, Secy, Treas, 95% - Ward 3 (Reese)
86. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market, From: 1312 F Street, Suite D, To: 1218 D Street, Ki S. Son, Co-owner, 50%, Suk C. Son, Co-owner, 50% - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

87. Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct a 51-unit rental project at Las Vegas Blvd and Gass (\$850,000 Redevelopment Set Aside and \$1,650,000 HOME Grant Funds) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

88. Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Fremont Street - Wards 3 & 5 (Reese & Weekly)

RESOLUTIONS - DISCUSSION

89. R-67-2001 - Discussion and possible action regarding a resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement with L'Octaine Limited Partnership, a Nevada Limited Partnership (\$850,000 - Redevelopment Housing) (APN 139-34-401-002) - Ward 5 (Weekly) [NOTE: This item is related to Redevelopment Agenda Item IV-A]

BOARDS & COMMISSIONS - DISCUSSION

90. ABEYANCE ITEM - ETHICS REVIEW BOARD - Earle W. White, Jr., Term Expiration 4-14-2001; Robert J. Fleming, Term Expiration 4-14-2001; Linda Young, Term Expiration 5-12-2001
91. CHILD CARE LICENSING BOARD - Diane Simon-Jessen - Term Expiration 6-18-2001; Nona Carroll - Term Expiration 6-18-2001
92. CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) - Tom E. Paulus - Term Expiration 6-18-2001; Brian Craig Pearson - Term expiration 6-18-2001; Joseph Sayles - Term Expiration 6-2001; Lori Harrison - Term Expiration 6-2001

BOARDS & COMMISSIONS - DISCUSSION

93. NEIGHBORHOOD PARTNERS FUND BOARD, FISCAL YEAR 2002 – Anthony Longo – Term Expiration 6-2002
94. PLANNING COMMISSION – Byron A. Goynes – Term Expiration 6-2001; Hank Gordon – Term Expiration 6-2001
95. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

REAL ESTATE COMMITTEE - DISCUSSION

96. Discussion and possible action regarding the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructions (Agreement) that was approved by the City Council on December 6, 2000, between Union Pacific Railroad and the City of Las Vegas for the purchase of land known as Parkway Center Lot 4 and Bonanza Street Property (\$4,182,415.25 - Industrial Revenue Fund) - Ward 5 (Weekly)
97. Discussion and possible action regarding a Real Property Purchase and Sale Agreement and Escrow (Agreement) between the City of Las Vegas and 21st Century Financial Ventures, LLC. for the sale of land known as Parkway Center Lot 4 and Bonanza Street Property (Gain \$4,973,683 - Industrial Revenue Fund) - Ward 5 (Weekly)
98. Discussion and possible action regarding the purchase and sale agreement between the City of Las Vegas and Bank of America for property which is approximately two thirds of a city block within the Central Business District bounded by 3rd and 4th Streets, Bonneville Avenue and Garces Avenue (\$2,738,000 - Parking Enterprise Fund) - Ward 3 (Reese)
99. Discussion and possible action to direct staff to initiate the process of providing parking to accommodate future development downtown - Ward 3 (Reese)
100. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park, LLC, for the sale of land in the Las Vegas Technology Center (Gain of \$2,955,766 - Industrial Park Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION**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.

101. Bill No. 2001-43 – Annexation No. A-0030-98(A) – Property Location: Between Grand Teton Drive and Gilcrease Avenue, approximately 660 feet east of Hualapai Way; Petitioned By: City of Las Vegas; Acreage: Approximately 20.54 acres; Zoned: R-E (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
102. Bill No. 2001-44 – Annexation No. A-0013-99(A) – Property Location: On the northwest corner of Gowan Road and the Western Beltway; Petitioned By: City of Las Vegas; Acreage: Approximately 10.34 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Larry Brown
103. Bill No. 2001-45 – Annexation No. A-0005-00(A) – Property Location: On the northeast corner of Cheyenne Avenue and Fort Apache Road; Petitioned By: Fort Apache Convenience Limited Liability Company; Acreage: 2.67 acres; Zoned: C-2 (County Zoning), C-1 (City Equivalent); Sponsored by: Councilman Larry Brown
104. Bill No. 2001-46 – Expands the boundaries of the Downtown Casino Overlay District and allows the waiver of certain distance requirements within that District. Sponsored by: Mayor Oscar B. Goodman and Councilman Lawrence Weekly

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.

105. Bill No. 2001-47 – Annexation No. A-0003-01(A) – Property Location: On the east side of Juliano Road approximately 330 feet south of Hickam Avenue; Petitioned By: Paul and Yvonne Milko Revocable Living Trust; Acreage: 2.59 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
106. Bill No. 2001-48 – Annexation No. A-0007-01(A) – Property Location: On the west side of Mustang Street approximately 300 feet north of Cheyenne Avenue; Petitioned By: Karl and Susan Larsen Family Trust; Acreage: 0.64 acres; Zoned: R-E (County Zoning), R-E (City Equivalent); Sponsored by: Councilman Michael Mack
107. Bill No. 2001-49 – Requires persons who work as escorts to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
108. Bill No. 2001-50 – Requires persons who work as outcall entertainers to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
109. Bill No. 2001-51 – Amends the City's Uniform Administrative Code to increase the construction valuation basis for building permit fees. Proposed by: Paul Wilkins, Director of Building and Safety

1:00 P.M. - AFTERNOON SESSION

110. 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

111. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1208 Purple Sage Avenue. PROPERTY OWNER: MARK AND ERNESTINE MARTINEZ - 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.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. 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.

112. EXTENSION OF TIME - SPECIAL USE PERMIT - U-0109-99(1) - RANGER BUILDING CORPORATION ON BEHALF OF D WESTWOOD, INC. - Request for an Extension of Time on an Approved Special Use Permit FOR A PROPOSED 20,198 SQUARE FOOT TAVERN at 2805 Westwood Drive (APN: 162-08-604-001), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. MINOR MODIFICATION - LONE MOUNTAIN WEST DEVELOPMENT MASTER PLAN - Z-0024-99(21) - STANPARK CONSTRUCTION COMPANY, INC. - Request for a Minor Modification to the Lone Mountain West Development Master Plan to amend subsections 3.6.1(i & l), 3.6.2(e), and 3.12(g) regarding retaining wall height and spacing, PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
114. SITE DEVELOPMENT PLAN REVIEW - Z-0026-91(15) - CHRISTOPHER SULLIVAN - Request for a Site Development Plan Review and a Waiver of the Landscaping Requirements to allow a reduction in the amount of perimeter landscaping FOR A PROPOSED 1,500 SQUARE FOOT OFFICE BUILDING CONVERSION on 0.17 Acres at 332 South Jones Boulevard (APN: 138-36-210-008), R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (M. McDonald). The Planning Commission (5-0 vote) and staff recommend APPROVAL
115. SITE DEVELOPMENT PLAN REVIEW - Z-0105-97(5) - AREEJH INVESTMENTS CORPORATION ON BEHALF OF EQUITABLE DEVELOPMENT CORPORATION OF NEVADA, INC. - Request for a Site Development Plan Review FOR MODIFICATIONS TO AN APPROVED 10-THEATER MOVIE COMPLEX, RETAIL SHOPS, PROFESSIONAL OFFICE SPACE, RESTAURANT PAD, AND A 5-LEVEL PARKING GARAGE located north of Washington Avenue, approximately 575 feet east of Lamb Boulevard (APN: 140-29-212-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
116. AMENDMENT TO THE IRON MOUNTAIN RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(2) - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request to amend the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE 16.71 ACRES FROM THE OVERALL PLAN AREA located on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
117. REZONING RELATED TO Z-0016-98(2) - PUBLIC HEARING - Z-0015-01 - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development - 3 Units per Acre) for 16.71 Acres on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), PROPOSED USE: 63 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 6 (Mack). Staff recommends DENIAL if Z-0016-98(2) is denied, and APPROVAL if Z-0016-98(2) is approved. The Planning Commission (5-0-1 vote) recommends APPROVAL
118. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0076-00 - JAE SUN KIM ON BEHALF OF JOHN STALUPPI - Request for a Site Development Plan Review FOR A PROPOSED 25,932 SQUARE FOOT AUTO DEALERSHIP (RANCHO NISSAN) on the east side of Rancho Drive, approximately 700 feet north of Lone Mountain Road (APN: 125-35-401-003), C-2 (General Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0100-97(3) - UNION PACIFIC RAILROAD COMPANY ON BEHALF OF FURNITURE MART ENTERPRISES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 1,000,000 SQUARE FOOT COMMERCIAL DEVELOPMENT AND FOR A WAIVER OF THE OFF-STREET PARKING REQUIREMENTS on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway (APN: 139-33-610-002), Ward 5 (Weekly). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0073-99(1) - KMW, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 7,675 SQUARE FOOT OFFICE BUILDING on 2.18 acres located on the northeast corner of the intersection of Gowan Road and Buffalo Drive (APN: 138-10-201-012), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (4-1-0 vote) and staff recommend APPROVAL
121. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0050-81(1) - MARIO AND NORMA QUINONEZ - Request for a Site Development Plan Review and a Waiver of the Required Landscaping FOR IMPROVEMENTS TO AN EXISTING 1,350 SQUARE FOOT BARBER SHOP located at 2220 East Bonanza Road (APN: 139-35-511-041), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. VACATION - PUBLIC HEARING - VAC-0002-01 - KMW, LIMITED LIABILITY COMPANY ON BEHALF OF WINDSOR GROUP - Petition to Vacate U.S. Government Patent Easements generally located at the northeast corner of Buffalo Drive and Gowan Road, Ward 4 (Brown). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
123. VARIANCE - PUBLIC HEARING - V-0018-01 - LAULE BECKER II - Request for a Variance TO ALLOW A PROPOSED MINI-STORAGE BUILDING TO BE SETBACK 71 FEET FROM A RESIDENTIAL PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRES A SETBACK OF 99 FEET on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1) recommends APPROVAL
124. VARIANCE - PUBLIC HEARING - V-0020-01 - LAULE BECKER II - Request for a Variance TO ALLOW 190 PARKING SPACES WHERE 230 SPACES ARE THE MINIMUM REQUIRED on the northeast corner of Decatur Boulevard and Alta Drive (APN's 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
125. SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0018-01 AND V-0020-01 - PUBLIC HEARING - Z-0080-65(3) - LAULE BECKER II - Request for a Site Development Plan Review FOR A PROPOSED 48,116 SQUARE FOOT COMMERCIAL CENTER AND A WAIVER OF LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
126. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0028-01 - GATEWAY MOTEL, INC. ON BEHALF OF REAGAN NATIONAL ADVERTISING - Appeal filed by Reagan Outdoor Nevada from the Denial by the Planning Commission of a request by Gateway Motel, Inc. on behalf of Reagan National Advertising for a Special Use Permit FOR A PROPOSED 45 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-01 - BOLZ, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SHIRLEY STEVENS - Request for a Special Use Permit FOR PSYCHIC ARTS at 1717 South Decatur Boulevard (APN: 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). [Note: This item to be heard in conjunction with Morning Session Item #83] The Planning Commission (5-0 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - U-0037-01 - VEGAN DEVELOPMENT CORPORATION ON BEHALF OF ON THE WEB MARKETING GROUP, INC. - Request for a Special Use Permit FOR A WAREHOUSE/DISTRIBUTION CENTER FOR A MAIL-ORDER BUSINESS at 7310 Smoke Ranch Road # D (APN: 138-15-410-022), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 129.SPECIAL USE PERMIT - PUBLIC HEARING - U-0039-01 - VEGAN DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A WAREHOUSE/ DISTRIBUTION CENTER at 7310 through 7340 Smoke Ranch Road (APN's: 138-15-410-003, 018 and 020 through 022) C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 130.ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), PROPOSED USE: 7,066 SQUARE FOOT OFFICE BUILDING, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 131.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW 9 PARKING SPACES WHERE 19 PARKING SPACES ARE REQUIRED, AND TO ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Offices and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of the parking request for 9 spaces, and APPROVAL of the 50 foot lot width
- 132.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0006-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW A ZERO FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, AND TO ALLOW A FIVE FOOT SIDE YARD SETBACK WHERE 90 FEET IS THE MINIMUM SETBACK REQUIRED FOR RESIDENTIAL ADJACENCY at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone [PROPOSED P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 133.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0002-01, V-0002-01 AND V-0006-01 - PUBLIC HEARING - Z-0002-01(1) - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 7,066 SQUARE FOOT OFFICE BUILDING AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 134.REZONING - PUBLIC HEARING - Z-0012-01 - CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] and C-V (Civic) TO: C-V (Civic) on 16.3 Acres on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), PROPOSED USE: CITY PARK, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 135.SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0012-01 - PUBLIC HEARING - Z-0012-01(1) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 16.3 ACRE CITY PARK on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), C-V (Civic) Zone and U (Undeveloped) Zone [PF (Public Facility) General Plan Designation], PROPOSED: C-V (Civic), Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 136.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0005-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a General Plan Amendment from M (Medium Density Residential) to PF (Public Facility) of 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission voted 4-1-2 on a motion for approval which is tantamount to DENIAL due to the failure of the Commission to obtain a super majority vote
- 137.REZONING RELATED TO GPA-0005-01 - PUBLIC HEARING - Z-0006-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-V (Civic) on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

138. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0005-01 AND Z-0006-01 - PUBLIC HEARING - Z-0006-01(1) - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Site Development Plan Review FOR AN ADDITIONAL ANTENNA TO BE LOCATED ON AN EXISTING 70 FOOT MONOPOLE TOWER on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), R-E (Residence Estates) Zone, PROPOSED C-V (Civic), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0006-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request to Amend the Southwest Sector of the General Plan FROM: SC (Service Commercial) TO: GC (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), Ward 1 (M. McDonald). The Planning Commission (3-2-2 vote) and staff recommend DENIAL
140. REZONING RELATED TO GPA-0006-01 - PUBLIC HEARING - Z-0014-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-2 (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), PROPOSED USE: USED MOTOR VEHICLES AND BOAT DEALERSHIP, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
141. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0040-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE WITH SERVICE BAYS THAT FACE A PUBLIC RIGHT-OF-WAY on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
142. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0041-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A NEW AND USED BOAT & TRAILER DEALERSHIP on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
143. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0042-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR USED MOTOR VEHICLE SALES on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
144. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0006-01, Z-0014-01, U-0040-01, U-0041-01 AND U-0042-01 - PUBLIC HEARING - Z-0014-01(1) - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Site Development Plan Review FOR AN 11,400 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the southeast corner of Charleston Boulevard and Lindell Road, (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

145.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

City of Las Vegas

CITY COUNCIL MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
WEDNESDAY, MAY 16, 2001
9:00 A.M.

ADDENDUM:

ADMINISTRATIVE - DISCUSSION

- 75-A. Discussion and possible action regarding renewal or termination of contract with Clark County Public Defender for representation of indigents

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza Road
County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

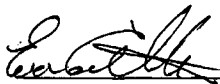
AFFIDAVIT OF MAILING**(Mailing required under the provisions of NRS Chapter 241)**

STATE OF NEVADA)

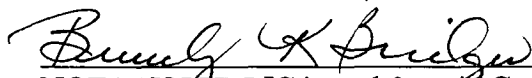
) ss

COUNTY OF CLARK)

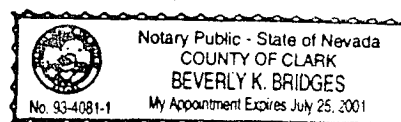
Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** of May, **2001**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **City Council and Addendum Meeting** to be held on the **16th** day of **May, 2001** was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

**SIGNATURE****City Clerk****DEPARTMENT**

Subscribed and sworn to before me this

10th day of May, 2001

NOTARY PUBLIC in and for said County and State



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

City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MAY 16, 2001

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 7:00 AM AND THE FOLLOWING MONDAY AT 10:00 AM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION – REVEREND JOEL RIVERS, CENTRAL CHRISTIAN CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCIL MEMBERS REESE, M. McDONALD, BROWN, L.B. McDONALD, WEEKLY, and MACK

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

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

(9:06- 9:07)

1-1

REVEREND JOEL RIVERS, Central Christian Church, gave the invocation.

(9:07 – 9:09)

1-16

MAYOR GOODMAN led the audience in the Pledge.

(9:09 – 9:13)

1-81

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: MAY 16, 2001****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 invited RICHARD GOECKE, Director, Public Works Department, to come forward and join him in honoring LAURA GIULIANO, Environmental Division, as May's Employee of the Month. She was nominated by her division manager DAVID MENDENHALL, and laboratory superintendent DAN FISHER for her important role in successfully treating wastewater. The Environmental Division recently received the Association of Metropolitan Sewage Agencies Gold Award for the second consecutive year. The award is given to those treatment facilities that have made sure no contaminated water runs back to the river or lakes where the local drinking water comes from. The City of Las Vegas treats approximately 60 million gallons of water a day.

MS. GIULIANO thanked MR. FISHER, MR. MENDENHALL, and her fellow employees for making her place of work a nice place to work.

MAYOR GOODMAN encouraged the public to take a tour of the wastewater treatment facility, stating that it is very interesting to see how wastewater is treated and purified.

(9:10 – 9:13)

1-111

Memorandum

City of Las Vegas
City Manager's Office

To: Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese
Councilman Michael J. McDonald
Councilman Larry Brown
Councilwoman Lynette B. McDonald
Councilman Lawrence Weekly
Councilman Michael Mack

From: Virginia Valentine, City Manager

c: Steve Houchens; Doug Selby; Betsy Fretwell; Claudette Enus; Richard D. Goecke; David Eggelman; Roni Ronemus

Date: May 8, 2001

Re: May 2001 Employee of the Month

I am pleased to announce that May's Employee of the Month is Chemist **Laura Giuliano** of the Department of Public Works, Environmental Division. Laboratory Superintendent Dan Fischer and Environmental Division Manager David Mendenhall nominated Laura. She has been a City employee since July 1989.

Laura performs all the routine chemist tasks (sampling, analysis, data review) in support of wastewater treatment process control and permit compliance. However, this is just a small part of her contribution. She also is involved in the additional tasks/special projects listed below:

- Utilizes expertise regarding water allocation and discharge permits issued to the City
- Creates an operations database to store extensive data that is collected daily
- Serves as a leader on the Business Plan Development Committee since 1998
- Organizes and conducts monthly operations/lab meetings related to business plan
- Serves as a member of the Biological Nutrient Removal (BNR) Startup Team
- Oversees lab involvement at the Bonanza Mojave Water Resource Center
- Oversees lab sampling and compositor programming/troubleshooting
- Serves as a member of the Lake Mead sampling crew
- Serves as lead analyst over the analyses of all samples for various nitrogen species
- Manages all hazardous waste generated by the lab

Laura volunteered for these tasks because she cares deeply about the division's Mission and Business Plan, which is an integral part of keeping the division competitive and minimizing costs to the City's ratepayers.

The division recently received the Association of Metropolitan Sewerage Agencies (AMSA) Gold Award for the second year in a row. The AMSA gives this prestigious award to Publicly Owned Treatment Works (POTWs) that have no National Pollutant Discharge Elimination System (NPDES) permit violations in a calendar year. This achievement is clearly a team effort but, because Laura contributes in so many areas, she deserves to be singled out. Her commitment and energy have helped the division to excel, achieve its mission, and remain competitive.

A celebration announcing her selection is scheduled for 8:00 a.m., Friday, May 11th, at the Water Pollution Control Facility Maintenance Building Break Room. Your attendance would be greatly appreciated. If you have any questions, please feel free to call.

City of Las Vegas

AGENDA SUMMARY PAGE
ITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: PUBLIC AFFAIRS**DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****PRESENTATION TO SENIOR OF THE QUARTER****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required.****MINUTES:**

MAYOR GOODMAN announced that the Las Vegas Senior Citizens Advisory Board recently received a nomination from SUZANNE FAIN, Director of Volunteers at University Medical Center (UMC), recommending LONNIE DAVIS as the Senior of the Quarter. MR. DAVIS has been volunteering at UMC for more than three years and during that time, he has donated over 3,000 hours of service. He teaches smoking cessation classes, works at the information desk, and helps staff with the outpatient clinic. He exemplifies team spirit and does his work with passion and commitment.

MR. DAVIS thanked MS. FAIN for the nomination. He noted that he does not call what he does work; he calls it enjoyment.

MS. FAIN stated that she was happy to have MR. DAVIS represent the volunteers because he does so much with great commitment for the patients and is always willing to help out wherever his services are needed.

(9:15 – 9:16)

1-247

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: PUBLIC AFFAIRS**DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****PRESENTATION TO WENDY DOYLE****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 and DAVID MENDENHALL, Environmental Division Manager, recognized WENDY DOYLE for being named the Nevada Water Environmental Association's Laboratory Analyst of the Year, which is presented annually to the scientist at a wastewater plant in Nevada making the most significant contribution to water quality. MAYOR GOODMAN congratulated MS. DOYLE.

MS. DOYLE thanked the City and MR. FISHER for allowing her to excel.

MR. MENDENHALL noted that MS. DOYLE's job is very important because she monitors that the facility is doing its job.

(9:13 – 9:15)

1-195

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

ACKNOWLEDGEMENT OF EARL WHITE

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 recognized the members of the Downtown Weed and Seed Steering Committee for the fantastic job they do. He also gave recognition to EARL WHITE, who is a member of the Weed and Seed Committee, for the outstanding job he has done of mobilizing the residents and putting the Downtown Weed and Seed Steering Committee on the map. The Committee recently held a fair in East Las Vegas in which they provided a lot of community information and worked very closely with the Marshals and the Las Vegas Metropolitan Police Department in showing the various services that are available throughout the Valley. COUNCILMAN WEEKLY expressed his most sincere appreciation and presented MR. WHITE with a proclamation.

MR. WHITE thanked MAYOR GOODMAN for his vision. He indicated that the event that the Committee put together resulted from a consensus of the members and the citizens that something had to be done to work toward a drug-free and crime-free downtown area. He thanked COUNCILMAN WEEKLY for his support as well as Neighborhood Services staff members MARIA CASTILLO-COUCH, FRANKLIN SIMPSON, and especially SHARON SEGERBLOM, Director. He assured the Council that there are various people that will continue to be committed to making a difference in the Downtown area.

(9:16 – 9:20)

1-317

City of Las Vegas

CITY COUNCIL MEETING OF MAY 16, 2001
Ceremonial Matters Continued

MOTION:

None required.

MINUTES:

COUNCILMAN WEEKLY invited BILLIE BASTIAN, INGRID WILLIAMS, and STACEY ALBROOKS to join him in honoring the Destroyers Youth Wrestling Team. MS. WILLIAMS indicated that many of the members of this wrestling team are new and have done an excellent job. They all placed in the Southern Nevada Championship. She expressed her appreciation to the community for their donations as well as to Neighborhood Services staff for their assistance in obtaining Community Development Block Grant and Youth Athletics monies.

COACH DONALD GLOVER thanked the Council members, MS. WILLIAMS, and all the other people that contributed to this accomplishment. He presented each Council member with a medal on behalf of the Destroyers Youth Wrestling Team as a token of their appreciation.

COUNCILMAN WEEKLY noted that the team members are wonderful athletes, but the program also focuses on academics. He thanked COACH GLOVER for his efforts as well as Leisure Services Administration staff for their support. He stressed that if the youth are given something positive to do and are instilled with the importance of a good education, they will not get involved in drugs and crime.

(9:20 – 9:25)

1-485

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF JO MACKEY STUDENTS****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required.****MINUTES:**

COUNCILMAN MACK stated that on National Reading Day he had the fortune of reading at several elementary schools and these students really stayed on his mind because they read to him and they are excellent readers. He welcomed the young fourth grade students from Jo Mackey Magnet School and their teacher MRS. WILLIAMS. The students would also be sitting with the Council members for a portion of the morning session. The Council members welcomed the students.

(9:25 – 9:28)

1-586

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001**

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

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

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Items 8 and 9 to 6/20/2001 and STRIKE Items 75 and 76 – UNANIMOUS

MINUTES:

There was no discussion.

(9:28 – 9:30)

1-701

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001**

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 April 18, 2001 and Special City of Las Vegas City Council and Redevelopment Agency Meeting of April 25, 2001

MOTION:**REESE – APPROVED by Reference - UNANIMOUS****MINUTES:**

There was no discussion.

(9:30 – 9:31)

1-761

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

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

Fiscal Impact☐**No Impact****Amount:**☒**Budget Funds Available****Dept./Division** Accounting Operations☐**Augmentation Required****Funding Source:****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 04/01/01 - 04/15/01

Total Services and Materials Checks	\$ 18,437,495.52
Total Payroll Checks	\$ 4,207,410.75
Total Wire Transfers	\$ 13,613,313.47
Other Checks and Investments	\$ 298,330.30

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **MCDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)
Items 55 and 69: **APPROVED** under separate actions (see individual items)
Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

*City of Las Vegas***Agenda Item No. 3**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 3 – Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

MINUTES:

COUNCILMAN MACK noted that the Real Estate Committee met and reviewed all of the Real Estate items on the Consent Agenda and joins with the recommendation of staff that each item be approved by the City Council.

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Summary of Cash Expenditures for period of 4/1/01 - 4/15/01

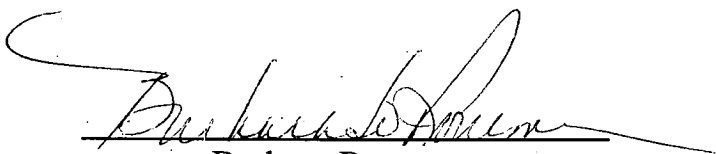
Total Services & Materials Checks :	18,437,495.52
Total Payroll Checks:	4,207,410.75
Total NBS & City Investments :	298,330.30
Total Wire Transfers:	13,613,313.47

Grand Total:	36,556,550.04

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

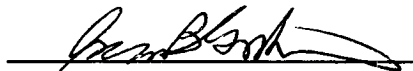


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

on May 16, 2001, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home License, Cheri Epps, dba ABC's and 123's, 1314 Griffith Ave., Cheri Epps, 100% - Ward 3 (Reese)

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

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home License, Heather Vander Meer, 8805 Big Bear Pines Ave., Heather Vander Meer, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Reynaldo Martinez Early Childhood Center, 2901 Harris Ave., E. Diana Goff, Administrator, Licensee/License Holder, Child & Family Services Division, Economic Opportunity Board of Clark County - Ward 3 (Reese)

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 fire and planning codes, Health Dept. and Licensing regulations

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Seton Academy West, LLC, dba Seton Academy West, 3801 North Campbell, Mary J. Hayes, Licensee, 100% - Ward 4 (Brown)

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 fire and planning codes, Health Dept. and Licensing regulations

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2600 Lake Sahara Drive, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - 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 Licensee/License Holder for a Child Care Center/Nursery/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Items 8 and 9 to 6/20/2001 and STRIKE Items 75 and 76 – UNANIMOUS

MINUTES:

There was no discussion.

(9:28 – 9:30)

1-701

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2861 Business Park Court, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 4 (Brown)

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

Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to bring forward and Hold in ABEYANCE Items 8 and 9 to 6/20/2001 and STRIKE Items 75 and 76 - UNANIMOUS

MINUTES:

There was no discussion.

(9:28 - 9:30)

1-701

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Beer/Wine/Cooler Off-sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Albertson's, Inc., dba Albertson's Express #6008, 4401 East Bonanza Rd., Kaye L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)

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

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

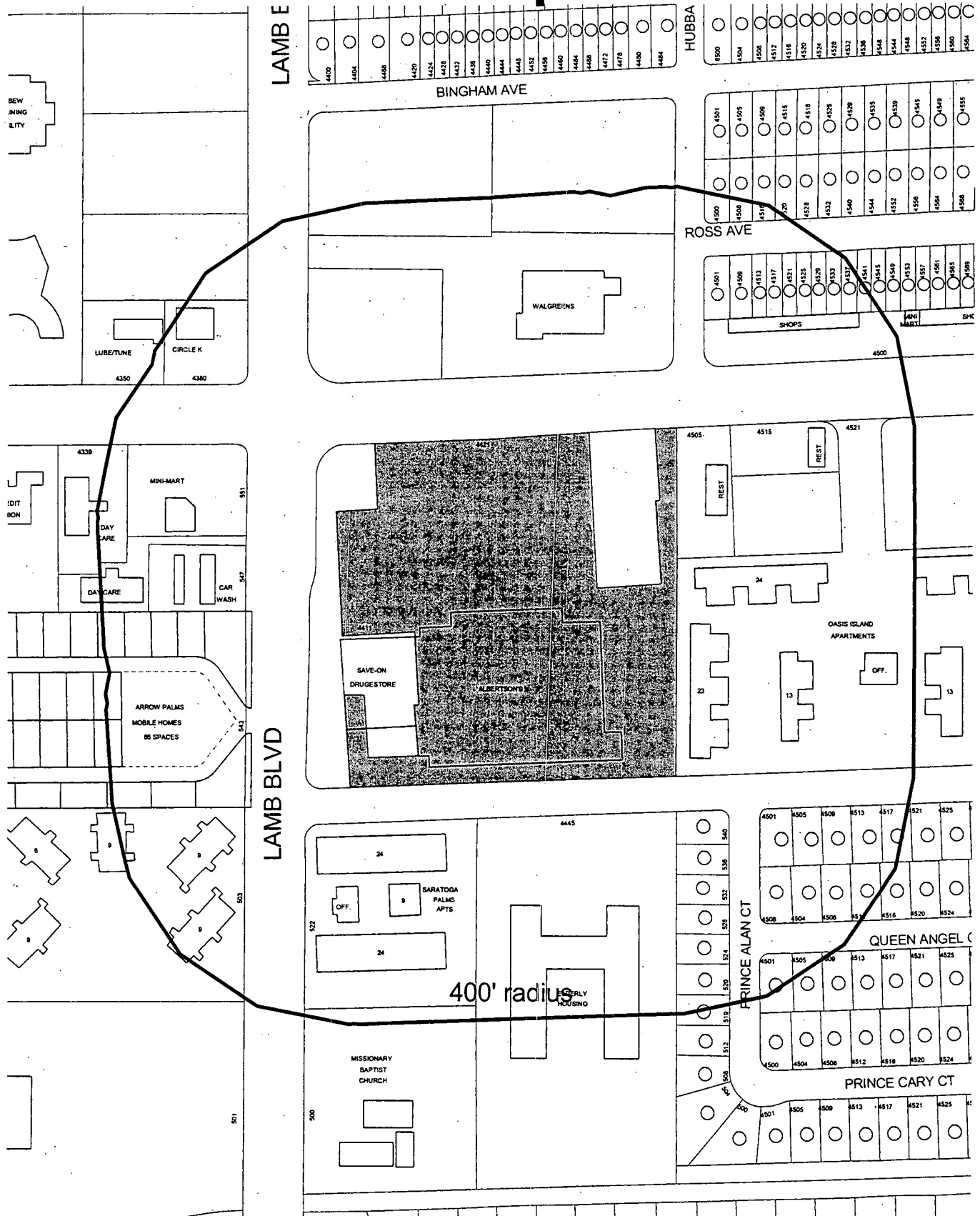
MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

Albertson's Express #6008



0 100 200 Feet

10



City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba Fremont Gift Shop, 200 Fremont St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir Secy, 30% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Gift Shop Limited Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

Fremont Gift Shop

CITY COUNCIL MEETING OF MAY 16, 2001

Pg.

42



City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba California Gift Shop, 12 East Ogden Ave., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

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

Approval of a new Gift Shop Limited Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

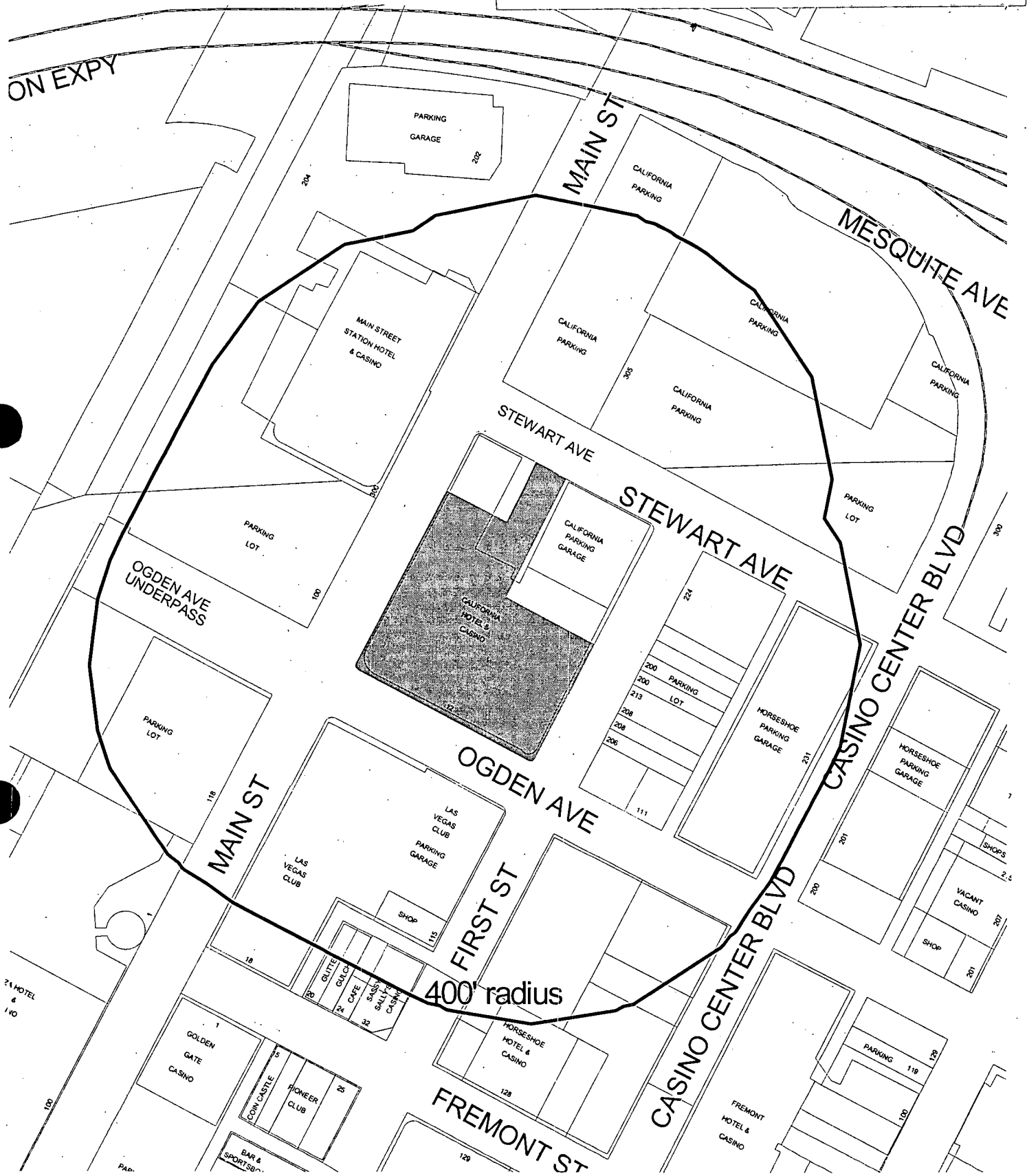
California Gift Shop

CITY COUNCIL MEETING OF MAY 16, 2001

Pg.

44

ON EXPY



400' radius

0 100 200 Feet



12

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba The Company Store, 200 North Main St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

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

Approval of a new Gift Shop Limited Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

The Company Store

CITY COUNCIL MEETING OF MAY 16, 2001

Pg.

46



0 100 200 Feet



City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 9310 West Sahara Ave., Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 2 (L.B. McDonald)

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

Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License, Albertson's, Inc., dba Albertson's Express, #6008, Peter L. Lynch, Pres - Ward 3 (Reese)

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

Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:**DENIED under separate action** (see individual item)**Items 55 and 69:****APPROVED under separate actions** (see individual items)**Item 64:****ABEYANCE to 6/20/2001 under separate action** (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 1910 Village Center Cir., Suite 9, Theodore E. Frumkin, II, Dir, Pres, 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 Beer/Wine/Cooler On-sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6011, 1650 North Buffalo Dr., Peter L. Lynch, Pres - Ward 4 (Brown)

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

Approval of Officer for a Package Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:**DENIED under separate action** (see individual item)**Items 55 and 69:****APPROVED under separate actions** (see individual items)**Item 64:****ABEYANCE to 6/20/2001 under separate action** (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6090, 7075 West Ann Rd., Peter L. Lynch, Pres - Ward 6 (Mack)

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

Approval of Officer for a Package Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Manager for a Restaurant Service Bar Liquor License, Hamada Resort, Inc., dba Hamada of Japan, 221 North Rampart Blvd., Suite 7144, Munenori Kawagoe, Gen Mgr - Ward 2 (L.B. McDonald)

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

Approval of Manager for a Restaurant Service Bar License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Manager for a Supper Club Liquor License, Hamada Towers, Inc., dba Hamada Asian Village, 2000 Las Vegas Blvd., South, Munenori Kawagoe, Gen Mgr - Ward 3 (Reese)

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

Approval of Manager for a Supper Club Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT**☐ **DISCUSSION****SUBJECT:**

Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots subject to continued compliance with Gaming Control Board filing requirements, Loose Caboose-Nellis, Inc., dba Loose Caboose Saloon, 15 North Nellis Blvd., Suite A1, Randall W. Tidwell, Gen Mgr - Ward 3 (Reese)

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

Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots

RECOMMENDATION:

Recommend approval subject to continued compliance with Gaming Control Board filing requirements

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots, Jamil A. Nesson, dba J & D Mini Market, 900 North Martin L. King Blvd., Jamil A. Nesson, 100% - Ward 5 (Weekly)

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

Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommend denial

BACKUP DOCUMENTATION:

Map

MOTION:

WEEKLY – DENIED – motion carried with GOODMAN and BROWN voting NO and MACK and M. McDONALD abstaining because the concerned establishment is located near the Boys and Girls Club and they both serve on that board

MINUTES:

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

NOTE: At the request of MR. DiFIORE, the matter was pulled from the Consent Agenda under Item No. 3 and trailed for discussion after Item No. 86.

APPEARANCES:

JIM DiFIORE, Manager, Finance and Business Services

JAMIL A. NESSAN, 900 North Martin Luther King Boulevard

DOYLE DAVIS, representing Capado Gaming

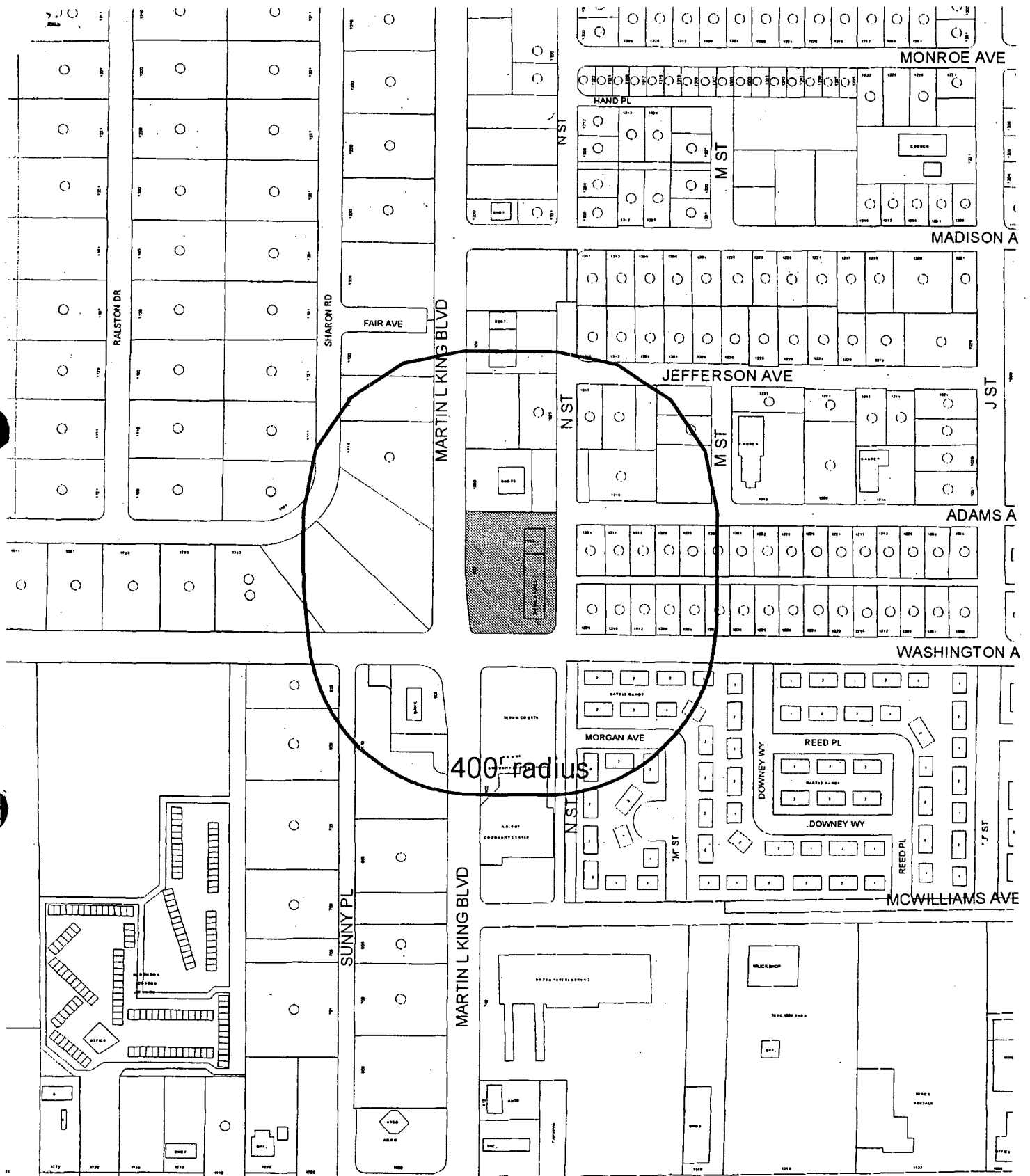
SERGEANT PAUL PAGE, Las Vegas Metropolitan Police Department

BRAD JERBIC, City Attorney

(9:33/12:16 – 12:42)

1-776/3-330

J & D Mini Market



0 200 400 Feet



**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 1

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

MAYOR GOODMAN Item 22 –

UNIDENTIFIED SPEAKER What I would like to say, Mr. Mayor –

MAYOR GOODMAN No, not now, Sir.

UNIDENTIFIED SPEAKER All right. It's good for the audience –

MAYOR GOODMAN Sir, not now, please.

UNIDENTIFIED SPEAKER All right. Okay.

SECOND UNIDENTIFIED SPEAKER We can say it at Citizens Participation. (inaudible)

MAYOR GOODMAN Okay. Item 22, this is approval of a new beer/wine/cooler off-sale liquor license and a new restricted gaming license for 7 slots. Jamil A. Nesson, doing business as J & D Mini-Market, at 900 North Martin Luther King Boulevard. As I understand it, we are now going to consider this agenda item? All right. Very good. Mr. DiFiore.

JIM DiFIORE, FINANCE & BUSINESS SERVICES Mayor, I asked this to be pulled from the Consent portion of the agenda for discussion because after the item was agendaed, myself and my senior license officer went to the business to inspect the premises. And what we found were items that we have previously discussed, the chore boys, the blades, the rose pipes and pipes and key chains behind the counter, being sold from behind the counter. They were not on the aisles for display. We have a very similar issue as we have for the previous item and even though it was to a smaller extent, Mr. Nesson has been open for business in the convenience store operation for about a year now. So these items were out for sale, the store's open, and I wanted to bring this to the Council's attention based upon all the activity that's gone on here in the last couple of weeks.

MAYOR GOODMAN Okay. What's your recommendation?

JIM DiFIORE, FINANCE & BUSINESS SERVICES Well, in – this case, my recommendation again, based upon what I had previously stated, we do have grounds, I believe, under NRS, with the intent or the circumstantial evidence that these are being sold for illegal purposes, we do have grounds, I believe, to deny the license at this time.

MAYOR GOODMAN Is that your recommendation?

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 2

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

That would be my recommendation.

MAYOR GOODMAN

All right.

COUNCILMAN REESE

Your – Honor, I would just ask, would it be possible for us to abey an item like this for 30 days so that we can go out and just see, I would like to see us come up with some regulation that make these illegal or something. I mean, I don't know how we can do that or whether I'm just talking off the top of my head here, but to deny somebody something like this, I – just want to make sure that we have the legal grounds, legal benefit to do something like this.

MAYOR GOODMAN

You could certainly move for an abeyance for a month.

COUNCILMAN REESE

I – would – defer to Councilman Weekly and certainly –

MAYOR GOODMAN

Councilman?

COUNCILMAN WEEKLY

I, with all due respect, do not support the abeyance. I'd like to make a motion that we not --

MAYOR GOODMAN

Before you make the motion, we should give these people an opportunity to speak. Yes. You understand there's a recommendation for denial?

JAMIL A. NESSAN

Yes.

MAYOR GOODMAN

Be happy to hear from you. Please identify yourself, your name and your address, please.

JAMIL A. NESSAN

My name is Jamil Nesson and 900 Martin Luther King.

MAYOR GOODMAN

All right. And what is your position, Sir?

DOYLE DAVIS

My name is Doyle Davis. I'm here representing Capado Gaming in this matter.

MAYOR GOODMAN

All right. Be happy to hear from you folks.

DOYLE DAVIS

Do you have anything you, that you'd like to speak on?

JAMIL A. NESSAN

Yes. They inspect my store and they found a glass and this and I remove it. After three, four days, I took it out. And they told me not allowed to sell, and I took it out everything they – told me. And I respect the law and whatever they tell

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 3

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

me, I'll follow the law. And he told me not allowed to sell this, and I took it out. And that's –

MAYOR GOODMAN

Is that an accurate representation?

JIM DIFIORE, FINANCE &
BUSINESS SERVICES

Not necessarily. I – asked him why the – items were behind the counter for sale and he says because my customers demand them. And I asked him have you, did you watch the last Council meeting and he said no. And I said well, these are typically items that are used for, commonly used for illegal drug sales. And his comment to me was if the Council grants me my beer/wine license, I'll remove them from the store. However, we did do an inspection on Monday of this week and they were gone. But, that's the account that I have.

MAYOR GOODMAN

Thank you. All right. Any questions of the gentleman? Councilman Brown.

COUNCILMAN BROWN

Your Honor. Mr. DiFiore, so, the recommendation is based again on inventory that was in the store. Has he opened the store yet?

JIM DIFIORE, FINANCE &
BUSINESS SERVICES

The store's been open for almost a year.

COUNCILMAN BROWN

Okay. You went in and cited him or explained to him that these are, I – missed the progression there.

JIM DIFIORE, FINANCE &
BUSINESS SERVICES

Okay. We – conducted an inspection.

COUNCILMAN BROWN

Okay.

JIM DIFIORE, FINANCE &
BUSINESS SERVICES

We found the – all of the items I mentioned, the chore boys, the blades, the baggies and the pipes, behind the counter, underneath the counter, available for sale. When I asked him if he – sold, or why does he sell these, he said because my customers demand them.

COUNCILMAN BROWN

And then you went back for a follow up visit?

MAYOR GOODMAN

This previous Monday.

COUNCILMAN BROWN

And they were all gone?

JIM DIFIORE, FINANCE &
BUSINESS SERVICES

And the items were removed; that's correct.

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 4

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI MARKET, 900 NORTH MARTIN L. KING BLVD.

COUNCILMAN BROWN

So we're denying it based on the fact that they were there originally? Even though they're gone now?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

Correct. They are gone now; that's correct.

MAYOR GOODMAN

You know, it's funny, Councilman. This is very similar to the first meeting that I had when I was on the Council here, where there was a soul food place. I think it was called Martha's Soul Food. And I was really disturbed that recommendations were made to deprive this woman of her license over there on Fremont Street of a business that they had based on representations to us that there was drug trafficking taking place there. And I asked the question, I said well, was anybody arrested? And the answer's no. I got the same problem with this one that I had with the last one.

If you saw him committing a crime, by having this paraphernalia or material under or behind a counter, you would have arrested him, would you not?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

I would have had Metro arrest him, I think so, yes.

MAYOR GOODMAN

And you did not, because you knew, in all full candor, that the man wasn't committing a crime.

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

Correct.

MAYOR GOODMAN

See, that's where my problem is. We have to redefine the law in order to clean up your Ward and other places within the community that have a similar problem. That's where I'm coming from.

COUNCILMAN WEEKLY

And – let me – make a comment, if you will.

MAYOR GOODMAN

Yes.

COUNCILMAN WEEKLY

Each of you, individually, I come to you all and – talk to you all about different items that I may be dealing with in my Ward. And I humbly and gratefully respect each of you for your wisdom and the guidance that many of you up here have given to me, but when I share with you all how our convenience stores work, not all of them in Ward 5, but many of the convenience stores that we deal with, particularly in this area of town, have been allowed to get

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 5

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

away with this stuff for years. It has been swept under the carpet. There has been no enforcement.

And the – gentleman from Metro can share with you, Your Honor, there is a level of trust and respect between the community and law enforcement. Those that are breaking the law don't support the law; okay? And so, when you go in these stores and, this is no disrespect to these business owners, Mr. Jamil or any of them. They are in business to make money and when you have a product that's up for demand, I mean, hey, they are businessmen. They are just doing, they could care less. And – I don't mean that they don't have a care for the community, but they could actually care less. Because, hey, if you're asking for it and it's in demand and I'm making money, hey, sell it. What you do with it when you get outside of that door, that's your business.

Your Honor, I cannot justify why Metro is not or if we're saying that the law is not enforcing what they should be doing. Because I can't go in and arrest anybody. But what I can tell you, as a person who is now, was now elected to sit here, I can tell you all from first hand experience what I see. I actually drive my entire Ward every single week. I go in these stores. I go to these counters and I ask these folks for these different things. I went into another convenience store and I asked these guys for all of these particular items that we're dealing with. They cannot tell me that they do not know what this stuff is used for.

The only problem that I have with J & D Mini-Market is, hey, they're doing a fine job with the products that they're selling. To sell beer and wine now, and this was a store that was formerly a 7-Eleven that sold beer and wine. Councilman Reese, I think you were the Councilman of this area at this particular time, prior to me coming onto your staff. We have major problems, major drug activity, major gun violence. I mean, everything was taking place on this particular corner here.

And we decided then, what Councilman Reese decided at that particular time, in order to clean up this property here and do what we need to do to revitalize this area with a person like Andre Agassi who came in and totally redone the Agassi Boys and Girls Club, we thought we need to come in and – create a real safe haven for this particular area, right here where these kids are out here now, where they're producing world-class tennis players and giving kids a beautiful place to go and a safe place to go after school

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 6

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

and before school and what have you. This is the direction in which we're trying to go in.

I'm not here to try and stop any kind of businessperson who wants to go in and – prosper in this place we call America. What I'm saying is you cannot stand here and tell us that you're being a good neighbor when you're contributing to the problem. And when you say things like well, I'll stop selling these things if he gives me this. Well, that's not a good compromise to me. And I – say to you again, Your Honor, with your law background and, Councilman Brown, and all of you all who have been on this Board, help me to better understand: Where do we begin then?

MAYOR GOODMAN

And I –

COUNCILMAN WEEKLY

If we're, if you're saying that this is not, this is setting a precedent here and we're opening up Pandora's box if we – place this type of condition or we use this particular businessperson as an example, then where do we begin?

MAYOR GOODMAN

And I –

COUNCILMAN WEEKLY

How – am I going to be effective in doing my job, if I, if I'm not doing the right thing by starting somewhere, then I guess I – don't need to be here.

MAYOR GOODMAN

No, you do have to be here. And I think it's a great country too, because we are able to express ourselves and have openness and to do what we think is right. But we are a system of laws and not of men and I, with all due respect to you, Councilman, I believe that you as a man are trying so very hard to correct what you see as inherent social ills in our City. And I can only respect and admire you for that. But you asked me a question, I'm going to answer it.

COUNCILMAN WEEKLY

Yes, Sir.

MAYOR GOODMAN

I think we have to begin with the laws. And right now the laws are such that an arrest could not have been made based on the fact that these materials were on the premises. We have to make it such that people know that what they're doing is illegal. I understand common sense dictates that when they sell a little brillo pad the size of a thumb nail, that it ain't for cleaning the – pot; okay?

COUNCILMAN WEEKLY

Absolutely.

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 7

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI MARKET, 900 NORTH MARTIN L. KING BLVD.

MAYOR GOODMAN

Or at least not that pot. So, there's no question about that. But I think what we have to do, we got to get our laws straightened here and then, that's number one. Then number two, we got to get people to enforce the laws uniformly, evenly, so people can't complain that they're being picked upon. Because the next thing we're going to hear is that the laws have been designed to address certain areas and not the whole. And that is inappropriate in our country. Laws should be even handed.

So, those are the things we're going to have to do. And my reason that I'm having such a difficult time here is because I believe that what you're trying to accomplish is the ultimate good. I really believe that. As I sit here on my -- honor, I believe that.

COUNCILMAN WEEKLY

Yes, Sir.

MAYOR GOODMAN

But at the same time, I have to vote against it. Because I don't believe that the law as it presently exists supports your position.

COUNCILMAN WEEKLY

Well, this is my feeling -- excuse me one second, Councilman -- when we deal with these, and I -- appreciate the advice that you all are giving me, but when we talk about working together as a Board and trying to do what's best for the entire City of Las Vegas and we talk about the quality of life for all neighborhoods, what I said yesterday in our budget hearing, when you all sit here and talk about all the beautiful parks and all the economic development and all of this stuff that you all are bringing into your wards, I spend 90% of my time on this Council dealing with all of the social issues. I knew that coming into this job. I knew that. And I don't have a problem with that.

And I -- beg all of your indulgence for your support in helping me to do our best to turn this thing around in this neighborhood. We deal with everything, Your Honor, you know, because you stepped out on a limb with me dealing with this homeless issue. You and I have both now been labeled anti-homeless and, which I think is very unfair. I house all of the homeless in Ward 5. Now I'm anti-convenience stores. That's not true. That is absolutely not true. I am pro-convenience stores that's going to do the right thing. I have all of the, we deal with everything from the crack heads, the prostitutes, the day laborers, the ex-felons, I have 90% of the Housing Authority units in -- Ward

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 8

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

5. I have, you name it, I have over 200, I mean, man, I can go on and on and on about all of the social issues that we deal with. And I just ask you all up here to just be a little bit more open-minded.

And I understand about the law. And I'm doing my best to better understand how the law works. And please keep me on point as it relates to how the law operates. But, Your Honor, when we have convenience stores that are not doing the right thing. I go in many of these convenience stores throughout the City of Las Vegas, they don't – I want to get to the level in which your convenience stores are operating at. When Councilwoman said, you know, hey, we're going to have to go out here and – take all the forces out there to bring them all on the same level, where do I begin to get my stores on the same level as they are in 1, 2, 4, and 6? We seem to be going backwards when all of a sudden now, well, now this is against the law. This is the land of opportunity. Well, no, it's not the land of opportunity when two weeks ago, and no disrespect to you, Councilman McDonald, when it was suggested, well, let's put on in your neighborhood. What did you say? Absolutely not. Ward 1 is not having it.

Well, that's how Ward 5 feels. We don't want it either. If we want, if you're going come over here and do business, do it, do the right thing. It is time out for that. Just because it happened, it's been going on for over 25 years, it can't go on for 26. It's enough. So where do we start? And that's all I'm asking you all for your help on.

COUNCILMAN McDONALD

And, Councilman, I support you on that. I think you know my – admiration for you on – cleaning it up. So, I think, Your Honor, I can't comment on this, but – I mean, you and I've had discussions about the laws and how do we deal with it. But I – agree.

MAYOR GOODMAN

All right.

COUNCILMAN BROWN

Your Honor.

MAYOR GOODMAN

Yes, Councilman.

COUNCILMAN BROWN

The – justification then is the beer and wine is not appropriate next to the Boys and Girls Club or the recommendation for denial is based on drug paraphernalia that was found in the store but it's now not in the store? Could I just at least get a clarification on that.

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 9

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

It's on the drug paraphernalia. And keep in mind that he has been operating for about a year, and again, I would comment that the beer and wine off-sale license is a

standard that we hold higher than a regular convenience store license.

COUNCILMAN BROWN

Is that, Mr. DiFiore, is there any backup as far as events or instances over the last twelve months at this location?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

There is a record of calls for service exceeding about 40, about 45. Most of them are burglar alarm, robbery alarm. There are scattered loitering charges, scattering narcotics, but not a -- voluminous amount of calls for service for this location.

COUNCILMAN BROWN

Is this, this is the location that I think two years ago we approved a convenience store. I think it since went out of business, but there was actually neighborhood support for it at the time. And I don't know if there was parameters set on that application, but I do remember that people came out, talked about the -- owner being a very good man and a man of integrity, that wanted to clean up this corridor. And -- I may be mistaken on it, but again, I think if we start treating things differently on a per case basis, it's just the wrong thing to do.

Personally, beer and wine at this location with what's going on in the neighborhood, I think -- it may be inappropriate. But that was -- done a year ago. The recommendation now on the consent calendar is because of this whole drug paraphernalia thing.

MAYOR GOODMAN

And the thing that, once again, I'm going to put in my two cents, the thing that stinks, and there's no other way to put it, that you're trying to tell this man that he can't have a, his license, and yet you didn't arrest him and you're basing your recommendation on the fact he was doing something wrong, but it's not illegal. So there's something that's really amiss here and we have to correct it, because I don't think you can have it both ways. That's my feeling. All right. Do you have a motion, Councilman?

COUNCILMAN BROWN

And, Your Honor, just a point -- as far as the consent calendar. Are these not typically put under discussion when we're going to, this was an approval of a new license, but the recommendation was for denial; are these usually on consent?

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 10

**VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.**

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

No. The recommendation had changed when – the item was originally on the agenda, after our inspection was conducted. And that's why I pulled it forward. So it was already prepared for the consent agenda, I pulled it forward.

COUNCILMAN BROWN

When the agenda was prepared, it was a consent for approval?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

It was consent simply because the consent items, there is no area of concern in the background investigation on the individual.

COUNCILMAN BROWN

Well, was – this recommendation originally for approval when it hit the – agenda?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

Yes, it was.

COUNCILMAN BROWN

Okay. Well, again, in the future then, on a situation like that, and I don't question the – reasoning why, but I would prefer that it – be placed on the discussion so we can do a little background research with some documentation.

COUNCILMAN WEEKLY

I agree.

MAYOR GOODMAN

All right. I think the gentleman wants to say something, then Councilman McDonald has something, and then we'll go to Councilman Weekly for a motion.

DOYLE DAVIS

Yes. My – name again is Doyle Davis, and I'd like to direct this question to Mr. DiFiore. Was he made aware of the items that you found, that they were illegal?

JIM DiFIORE, FINANCE &
BUSINESS SERVICES

He was made aware at the time that we did the inspection. We asked him if he – saw the City Council meeting and we told him, when he said no, we told him that they were typical items used commonly for drug, illegal drug purposes.

DOYLE DAVIS

Good.

JAMIL A. NESSAN

I'd like to say I didn't hear any word from him 'til he told me that word.

MAYOR GOODMAN

Okay. Thank you. All right, –

DOYLE DAVIS

Mr. – Nesson doesn't speak real good English and he has a little problem in understanding, as I – think you can understand.

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 11

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR
LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI
MARKET, 900 NORTH MARTIN L. KING BLVD.

MAYOR GOODMAN

Appreciate that.

DOYLE DAVIS

He – he's a very, you said they found nothing in his past which has been bad and I think the – guy really deserves a break on this. I – think he's, not just for myself, but I think for him, himself. He's a real decent guy.

MAYOR GOODMAN

Thank you very much. Councilman.

COUNCILMAN McDONALD

Your Honor, I'm not going to speak on this item because I – I'm abstaining. But we had a phone call that came in, since it's been live, I think it kind of speaks to the issue. Mr. DiFiore or the City Attorneys, when, and it can relate to any item before, the mentality I think as a Council, what took place in this area several years ago is not the mentality of this Council today. And I think the areas, as – far as what has taken place, has changed as well.

When the location that everybody comes in and says well, it was there, existing before. Not speaking to anybody, but say, area X is available and it was a convenience store. Now, they move away and someone else wants to come in, but the area's changed, the mentality's changed; when does it become the right of the Council that they can say no more? And, or does it? Because when you start to see the genesis of what's taking place, I mean, is it -- I'm asking a question.

Brad, maybe you can answer or, Mr. Jerbic. When does it become a chance where the Council says look, no more in this area are we going to continue to sell alcohol or no more are we going to continue to take – place of this. Because with a changing Board, and people that sit here after we leave may have a different concept 10, 20 years from now. You know, instead of the given right, but about the community's right? And that's, I mean, is there? Am I off base here? Because that was a question that was (inaudible)

COUNCILMAN BROWN

Your Honor, I don't – understand that, some of that, but since I made the comment, I'd – direct this to Councilman Weekly. If – the beer and wine licensees in this area are contributing to the problem, and I think you have made that abundantly clear, I think that is a policy issue that we have every right in our discretion to start looking at. We – perhaps can ban the sale of alcohol, period. I think – we can certainly lay the foundation for. I don't – disagree with you there.

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 12

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI MARKET, 900 NORTH MARTIN L. KING BLVD.

COUNCILMAN WEEKLY

Okay.

COUNCILMAN BROWN

Because it certainly is a catalyst to many of the other social problems that you've talked about.

COUNCILMAN WEEKLY

Yeah.

COUNCILMAN BROWN

Comes back to the issue, the justification I'm hearing from you for your denial and the justification that I'm hearing from staff, I just don't think there's consistency there. So please don't take it, 'cause I would be the first one to support some kind of ordinance, as – we've designated very specific areas downtown for certain specific ordinances. I'm not so sure that we couldn't go into certain corridors throughout this City and in Ward 5 or any other place and ban alcohol. I think that seems to be the message.

COUNCILMAN WEEKLY

Yeah, and I understand – Right. (inaudible)

COUNCILMAN McDONALD

Yeah, that was – And it wasn't related back to you, Councilman. That was a question I had that; is there a law, Mr. Jerbic, that we can come in and say okay, we no longer want alcohol sold in these locations, at this location?

CITY ATTORNEY JERBIC

I don't know that you need to change the law, but – certainly the Council has every right to set policy. And policy always has to be based on fact. I don't think that when you look at your policy decisions that you necessarily have to find a violation of law. But I think you need to focus on two things and you need to develop the record in both of those areas. One is suitability. And I don't think a person necessarily has to break the law to be an unsuitable person to have a license. I don't think the law goes that far. But there needs to be a record, if it doesn't go that far, as to why you're denying them based on suitability.

I think if you're looking at location, the same applies. You don't have to have breaking of the law at a particular location, but there needs to be some nexus between why you don't think this is a suitable location and your vote to deny it for that location. I think that's what the law requires. I think further it requires that you give the person on the end requesting the license some due process in presenting their case, some opportunity to answer your questions and address your concerns. That's what I think is required.

MAYOR GOODMAN

Thank you. Councilman Reese.

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 13

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI MARKET, 900 NORTH MARTIN L. KING BLVD.

COUNCILMAN REESE

Yes. Again, Councilman Weekly, please bear with me. This was in my Ward. I remember issuing a permit for beer and wine at this location. It was originally denied. There'd been a lot of crime, there'd been a lot of shootings, a lot of drug dealers on this corner. I denied it because it was close to the Boys and Girls Club. I don't see a bunch of the same pastors and – ministers that was here, come up to my office and asked me, please, we need this to survive. The young man is losing his business. So we put it back on the agenda, and it was with their blessing, the ministers' and pastors' blessings, that we allowed this with certain parameters.

And I – gotta say, it was against everything I believed in, because we was trying to protect, again, our churches, our parks, our Boy Club, all the – other things that go along with it. They thought that at that time that they needed to have the beer and wine in order for this young man to survive at this location. He didn't survive at that location, even with the beer and wine. And I still feel today, as strong as I did then, since this time, we went in, there was, there's always been variance requests been coming in and asked for a variance if they were too close to a church or a day care or whatever, and we changed that. You can't even ask for the variance anymore. This is still too close to the Boys and Girls Club. I don't think that it's – compatible with the neighborhood then. I still don't think it's compatible with the neighborhood now.

I was elected to represent the constituents that elected me. And that's all I've ever tried to do, is I've tried to do those things that come, people come to my office and they ask me, please let us do this, please let us do that. This is your neighborhood. I'll do whatever you want. And that is why they got the beer and wine back at this location two years ago. I – was against it then, I'm still against it today, for those reasons.

MAYOR GOODMAN

Councilman Weekly, you have a motion?

DOYLE DAVIS

Mayor, may I add some –

MAYOR GOODMAN

No, no. Councilman Weekly, do you have a motion?

COUNCILMAN WEEKLY

Yes, Sir, Your Honor. I – **move for denial for this request, please.**

MAYOR GOODMAN

All right. Vote on the motion. Post. Wait, this is a tough one. Color blind, motion carries. **(Motion carried with**

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 14

VERBATIM TRANSCRIPT: ITEM 22 - APPROVAL OF OF A NEW BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE AND A NEW RESTRICTED GAMING LICENSE FOR 7 SLOTS, JAMIL A. NESSAN, DBA J & D MINI MARKET, 900 NORTH MARTIN L. KING BLVD.

Goodman and Brown voting NO). Is that correct? Does the motion carry?

COUNCILMAN WEEKLY

Yes.

MAYOR GOODMAN

Okay, because I'm colorblind. It's all looking the reds and the greens are looking like grays. Okay. Motion carries.

(END OF DISCUSSION)

/vwd;gpb

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ CONSENT☐ DISCUSSION**SUBJECT:**

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Cardivan Company, db at Albertson's Express #6008, 4401 East Bonanza Rd. - Ward 3 (Reese)

Fiscal Impact☒ No Impact

Amount:

☐ Budget Funds Available

Dept./Division:

☐ Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

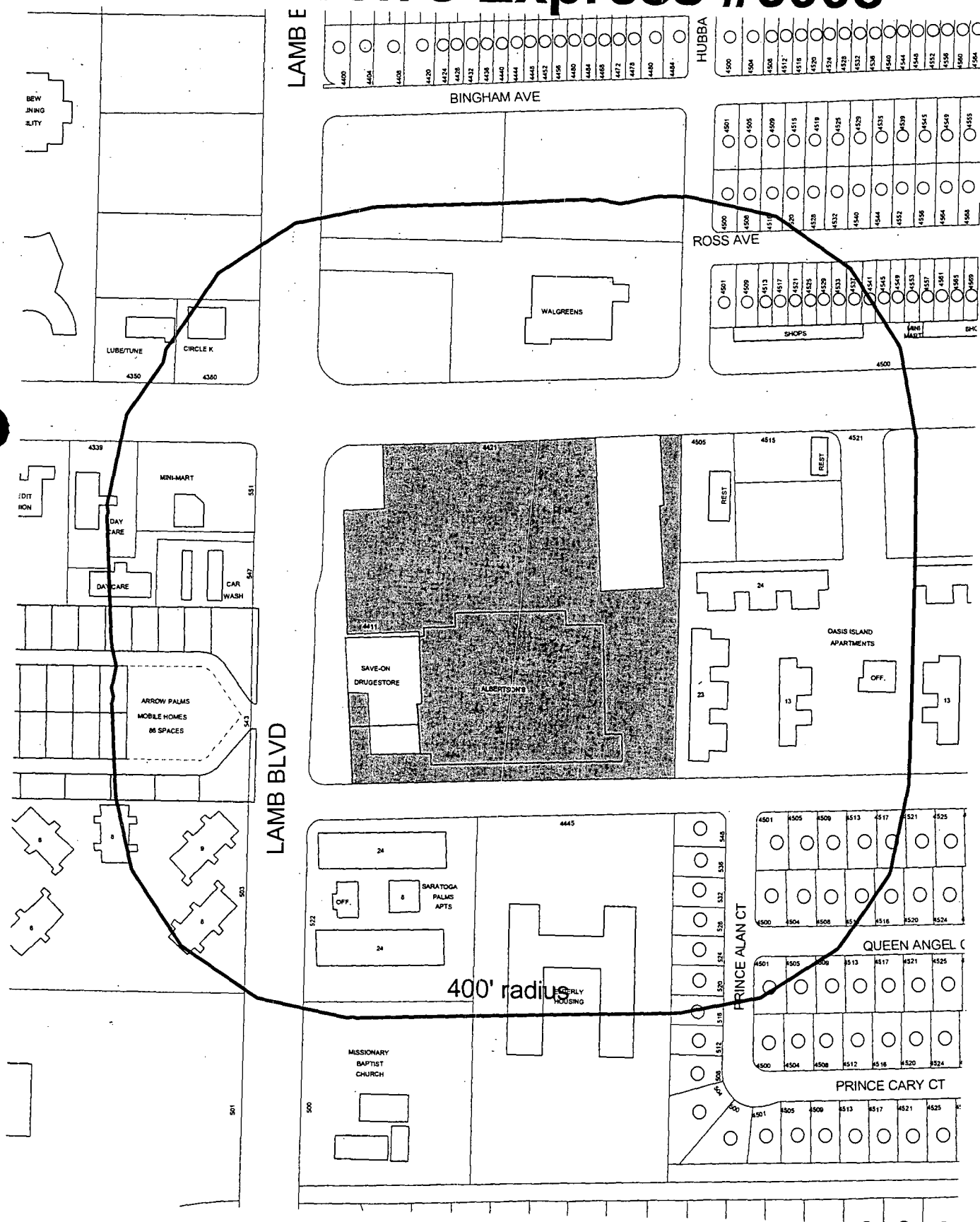
MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

Albertson's Express #6008



City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Christine Essex, dba Christine Essex, 1833 West Charleston Blvd., Christine S. Essex, 100% - Ward 1 (M. McDonald)

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

Approval of a new Hypnotist License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

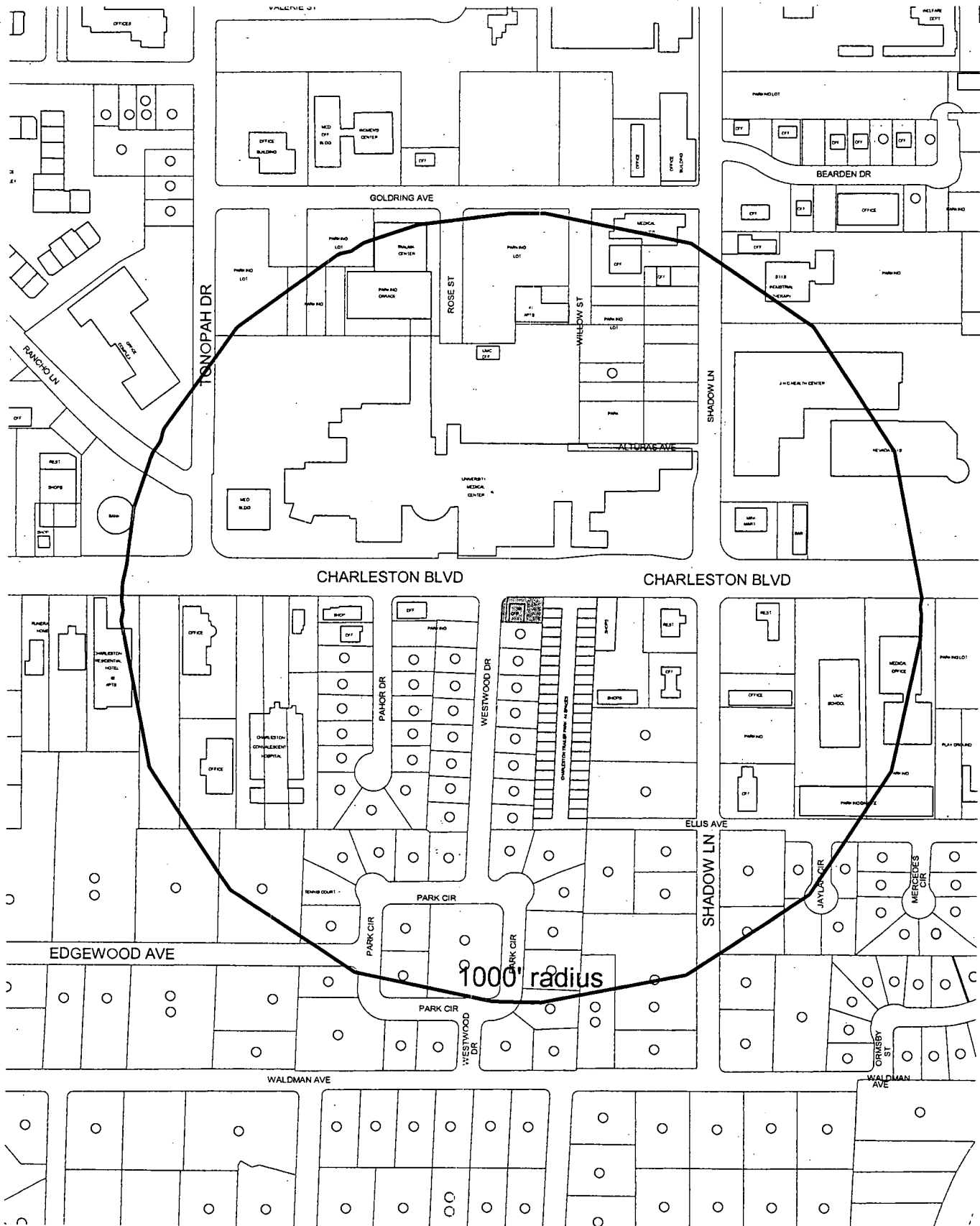
MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

Christine Essex



0 200 400 Feet

24



City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Independent Massage Therapist License, Vicki Leah Agao, dba Vicki Leah Agao, 9410 West Sahara Ave., Vicki L. Agao, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:**DENIED under separate action (see individual item)****Items 55 and 69:****APPROVED under separate actions (see individual items)****Item 64:****ABEYANCE to 6/20/2001 under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Independent Massage Therapist License, Celeste Harlow, dba Celestial Connection Massage Therapy, 9133 Jewel Crystal Court, Celeste S. Harlow, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Independent Massage Therapist License, Sheryl Moody, dba Great Escape, 7310 Smoke Ranch Rd., Suite M, Sheryl L. Moody, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Independent Massage Therapist License, Sheri Chanel, dba Sheri Chanel, 2451 North Rainbow Blvd., Unit 2090, Sheri L. Chanel, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:**DENIED under separate action (see individual item)****Items 55 and 69:****APPROVED under separate actions (see individual items)****Item 64:****ABEYANCE to 6/20/2001 under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Independent Massage Therapist License, Rae Anne Cariker, dba Rae Anne Cariker, 7529 Pinto Bluff St., Rae A. Cariker, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Independent Massage Therapist License, Candy Kay Hetzel, dba Candy Kay Hetzel, 5820 West La Madre Way, Candy K. Hetzel, 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:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND 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, Rebecca A. Manor, dba Becca Kneads You, From: 8600 Starboard Dr., #1215, To: 7310 Smoke Ranch Rd., Suite M, Rebecca A. Manor, 100% - Ward 4 (Brown)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND 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, Jerome Vital, dba Jerome Vital, From: 909 Cambridge Cross Place, To: 7310 Smoke Ranch Rd., Suite M, Jerome Vital, 100% - Ward 4 (Brown)

Fiscal Impact☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location for an Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, From: 4942 Roswell St., To: 3800 South Nellis Blvd., #282, Natalia E. Mendez, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Change of Location for an Independent Massage Therapist License, Sarah L. Devito, dba Artistic Kneads, From: 6436 Doby Peak Dr., To: 10028 West Cherokee Ave., Sara L. Devito, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Change of Location for an Independent Massage Therapist License, Luke Jackson, dba Luke Jackson, From: 4428 Casa Sencia St., To: 3335 Deuce St., Luther E. Jackson, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Change of Location for an Independent Massage Therapist License, Lucy M. Wojcik, dba Desert Escape, From: 5158 South Jones Blvd., Unit 108, To: 4975 Duneville St., Unit 208, Lucy M. Wojcik, 100% - (County)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Martial Arts License subject to the provisions of the fire codes, Reylson Gracie, Inc., dba Reylson Gracie Jiu-Jitsu, 1928 Rock Springs Dr., Reylson Gracie, 100% - Ward 4 (Brown)

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

Approval of a new Martial Arts License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

N

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location for a Martial Arts License subject to the provisions of the planning and fire codes, Mahato Karate Association of Nevada, Inc., dba Mahato Karate Association of Nevada, Inc., From: 820 South Valley View Blvd., Suite C, To: 8221 West Charleston Blvd., Suite 107, Howard D. Sawyer, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Location for a Martial Arts License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **MCDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

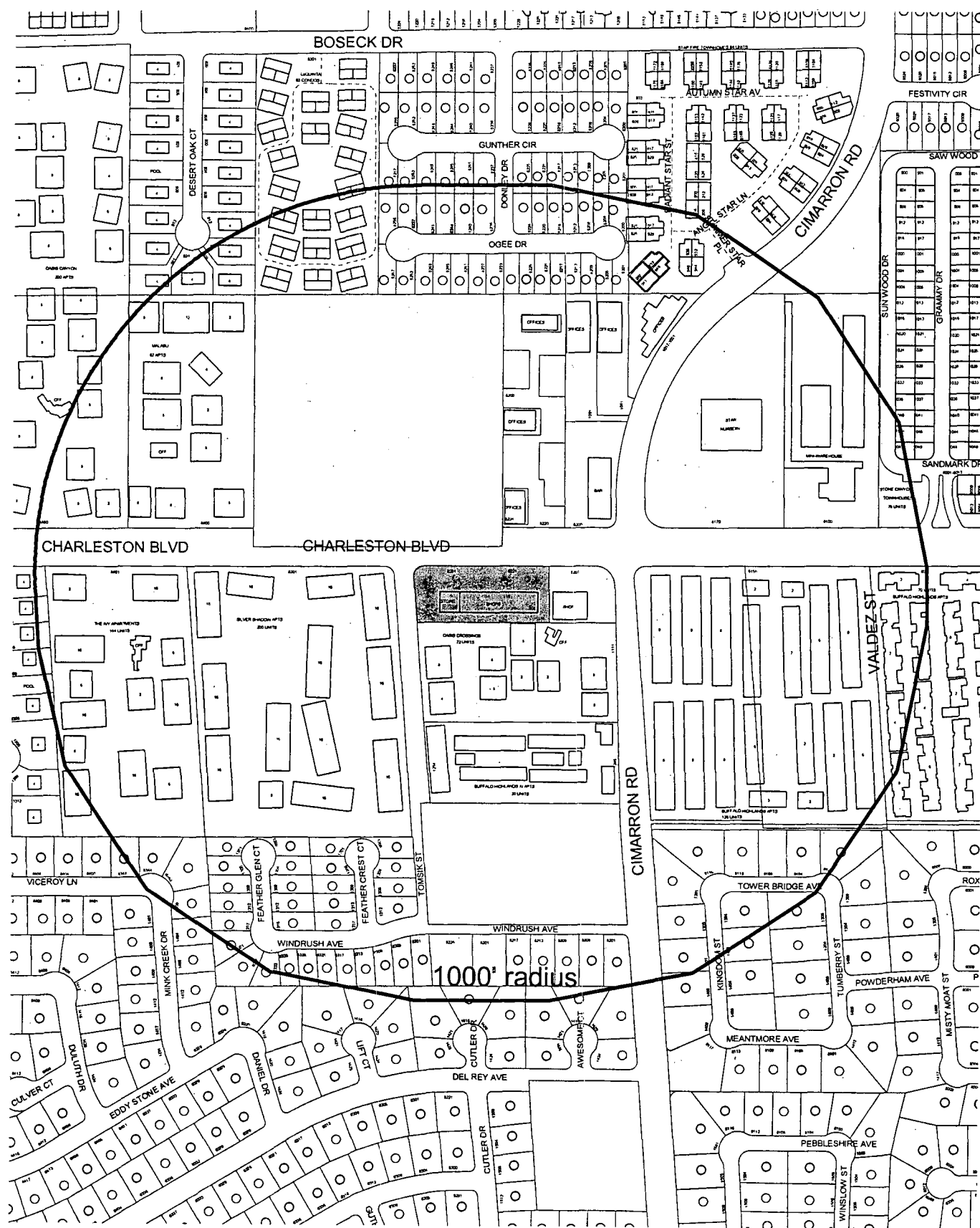
MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

Mahato Karate Association of Nevada



City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of a new Massage Establishment License, Sharon Lane, dba Total Image Beauty Salon, 6010 West Cheyenne Ave., Suite 12, Sharon M. Lane, 100% - Ward 6 (Mack)

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:

Map

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22:

DENIED under separate action (see individual item)

Items 55 and 69:

APPROVED under separate actions (see individual items)

Item 64:

ABEYANCE to 6/20/2001 under separate action (see individual item)

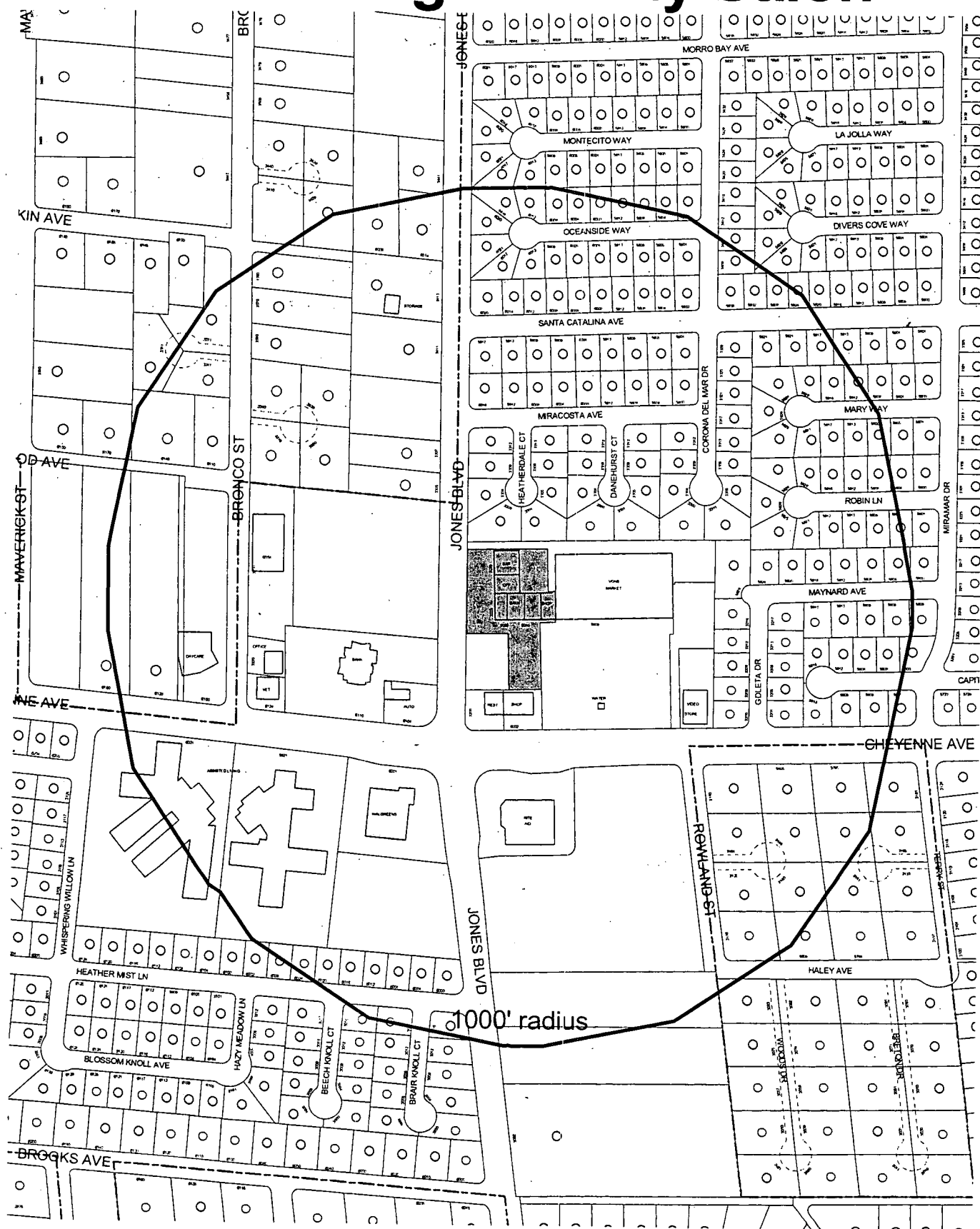
MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

Total Image Beauty Salon



0 200 400 Feet

39



City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ CONSENT☐ DISCUSSION**SUBJECT:**

Approval of a new Psychic Art and Science License, Craig Norton, dba El Angel, 2210 East Bonanza Rd., Craig Norton, 100% - Ward 3 (Reese)

Fiscal Impact☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

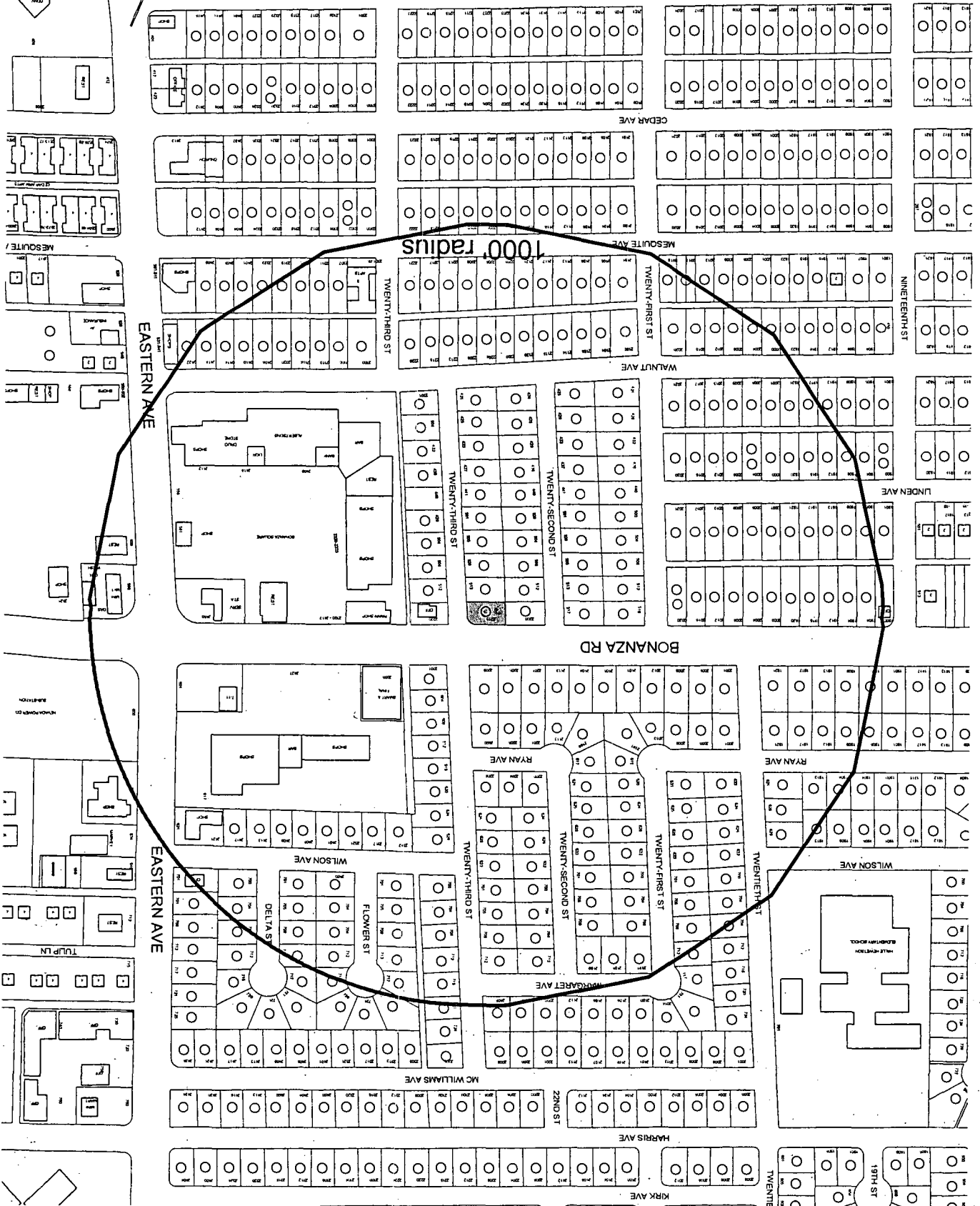
(9:31 – 9:33)

1-776



40

0 200 400 Feet



El Angel

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: RGL, Inc., dba American Jewelry & Coin, Robert G. Lartigaut, Dir, Pres, Secy, Treas, 100%, To: The Cash Exchange & Money Store, Inc., dba The Cash Exchange & Money Store, Inc., 616 Las Vegas Blvd., South, Suite C., Carl A. Jensen, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License, From: Jolynn Renee Ayala, dba J.D. Enterprises, Jolynn R. Ayala, 100%, To: Class III-B Secondhand Dealer License, Silver State Pallets, Inc., dba Silver State Pallets, 1921 Western Ave., Michael J. Griffin, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

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

Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$9,671,505 - Enterprise Fund) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount:** \$9,671,505☒**Budget Funds Available****Dept./Division:** Public Works/Eng. Design☐**Augmentation Required****Funding Source:** Enterprise Fund**PURPOSE/BACKGROUND:**

Project is the installation of approx. 4,580 linear feet of 60" sewer line installed by tunneling methods. Work includes a reinforced concrete diversion structure; dewatering; treatment and disposal of hydrocarbon contaminated soil and groundwater; removal and replacement of existing asphalt concrete, sidewalks, curbs and gutters, valley gutters, median islands, fences, etc. Work begins at a connection point with the existing 42" Westside Interceptor Sewer at Coran Lane and Rancho Drive and extends south on Rancho Drive within NDOT & CLV right-of-way.

POC: (702) 251-5800

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue to Las Vegas Paving Corporation, in the amount of \$9,671,505, and approve a construction conflicts and contingency reserve of \$500,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 43**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 43 – Bid No. 01.1730.13-RC

MOTION – Continued:**Item 22:** DENIED under separate action (see individual item)**Items 55 and 69:** APPROVED under separate actions (see individual items)**Item 64:** ABEYANCE to 6/20/2001 under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 01.1730.13-RC

DATE of CONTRACT May 16, 2001

NAME AND ADDRESS OF CONTRACTOR

Las Vegas Paving Corp.
4420 S. Decatur
Las Vegas, NV 89103

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **US 95 / Rancho Sewer, Phase 1B, Coran Lane to Redondo Avenue** all in strict accordance terms, conditions, and specifications of **Formal Bid 01.1730.13-RC**, and **Las Vegas Paving Corporation** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Nine Million Six Hundred Seventy-One Thousand Five Hundred Five Dollars and No Cents

\$9,671,505.00

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 01.1730.13-RC

Contract Drawings No. 307-V799

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/00 THROUGH 9/30/01

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 **Two Hundred Sixty-One (261) WORKING DAYS**
AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of Five Thousand Dollars (\$ 5,000.00) 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:

Addendum #1, Dated April 4, 2001

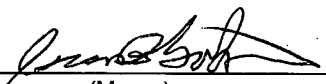
Addendum #2, Dated April 13, 2001

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

CITY OF LAS VEGAS

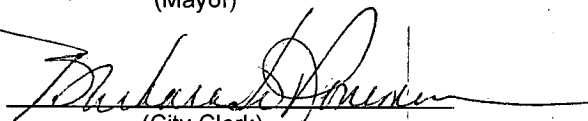
CONTRACTOR: Las Vegas Paving Corporation

By


(Mayor)

(Name of Contractor)

Attest


(City Clerk)

By


(Signature)

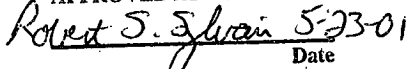
(Title)

K.P.

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 BOND

ISSUED IN DUPLICATE

BOND NUMBER **258255**
DATE EXECUTED **5/21/01**

101
Pg.
CITY COUNCIL MEETING OF MAY 16, 2001

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No. **01.1730.13-RC**, for the project commonly known and entitled, to wit: **US95/RANCHO SEWER-PHASE 1B, CORAN LANE TO REDONDO AVENUE** (herein the "Contract").
PWP# CL-2001-443

WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum ****\$9,671,505.00******* (\$) 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.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this **21ST** day of **MAY**, 20**01**.

SIGNED this **21ST** day of **MAY**, 20 **01**

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

LAYNE & ASSOCIATES

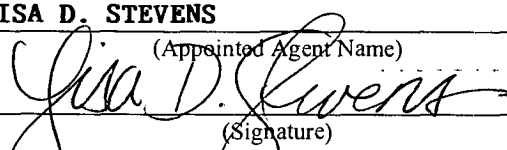
(Resident Agent)

15998

(State of Nevada, License Number)

LISA D. STEVENS

(Appointed Agent Name)

By: 

(Signature)

Address:

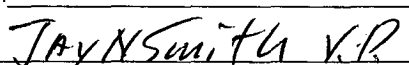
P O BOX 70030

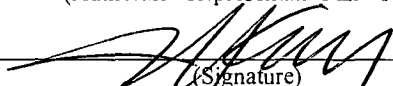
LAS VEGAS, NV 89170-0030

Telephone:

702-385-3955

CONTRACTOR: **LAS VEGAS PAVING CORPORATION**


(Authorized Representative and Title)

By: 

(Signature)

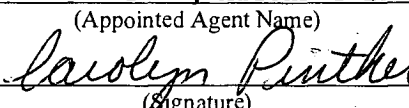
Surety: **AMERICAN HOME ASSURANCE COMPANY**

10051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: 

(Signature)

Address:

175 WATER STREET, 6TH FLOOR

NEW YORK, NY 10038

Telephone: **212-458-1615**

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL PAYMENT BOND**ISSUED IN DUPLICATE**BOND NUMBER **258255**
DATE EXECUTED **5/21/01**

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.010 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 01.1730.13-RC of the City for the project commonly known and entitled, to wit: US95/RANCHO SEWER PHASE 1B, CORAN LANE TO REDONDO AVENUE (herein the "Contract").
PWPF CL-2001-443

WHEREAS this bond is being issued pursuant to the requirements of NRS 339.025 secure the payment of the claims of laborers, mechanics or material men for work performed or materials provided in connection with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Contractor and Surety named below, are held and firmly bound unto the City in the penal sum **\$9,671,505.00***** (\$) for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor fails to pay for any materials, equipment or other supplies, or for rental of the same, used in connection with the performance of work contracted to be done under the Contract, or for amounts due under applicable state law for any work or labor as required by the provisions of NRS Chapter 612 (provided the claimant shall have complied with the provisions of said law), the Surety will pay for the same within thirty (30) days in an amount not exceeding the sum specified above, the above obligation is null and void, otherwise to remain in full force and effect. In the event suit is brought upon this bond, the Surety agrees to pay a reasonable attorney fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable state law.

Any modifications in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of the Contract or any extensions of the time granted thereunder shall not in any way release the Contractor or the Surety from the obligation of this bond, and notice of such modifications or extensions are hereby waived by the Surety.

IN WITNESS WHEREOF this instrument is executed this 21ST day of MAY, 20 01.

SIGNED this 21ST day of MAY, 20 01

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

LAYNE & ASSOCIATES

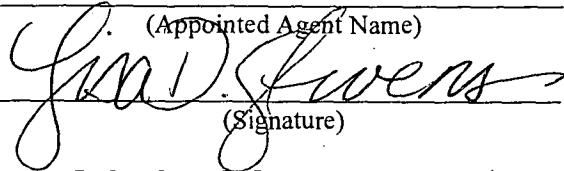
(Resident Agent)

15998

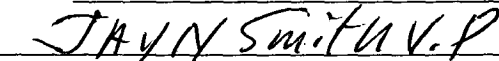
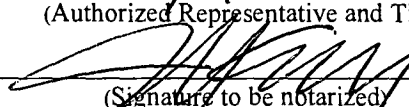
(State of Nevada, License Number)

LISA D. STEVENS

(Appointed Agent Name)

By: 

(Signature)

Address: **P O BOX 70030****LAS VEGAS, NV 89170-0030**Telephone: **702-385-3955**CONTRACTOR: **LAS VEGAS PAVING CORPORATION**
(Authorized Representative and Title)By: 

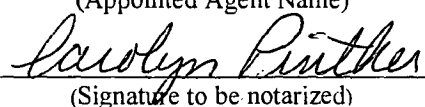
(Signature to be notarized)

Surety: **AMERICAN HOME ASSURANCE COMPANY****10051**

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: 

(Signature to be notarized)

Address: **175 WATER STREET, 6TH FLOOR****NEW YORK, NY 10038**Telephone: **212-458-1615**

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

GUARANTY BOND

ISSUED IN DUPLICATE

BOND NUMBER 258255
DATE EXECUTED 5/21/01

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 01.1730.13-RC of the City for the project commonly known and entitled, to wit: US95/RANCHO SEWER-PHASE 1B, CORAN LANE TO REDONDO AVENUE (herein the "Contract").

WHEREAS this Bond is being issued to guarantee that the project has been constructed in accordance with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, hereby guarantee that the project commonly known and entitled, to-wit: US95/RANCHO SEWER-PHASE 1B, CORAN LANE TO REDONDO AVENUE, has been completed and constructed in accordance with the Contract between the City and the Contractor, and that the work as constructed will fulfill the requirements of the guaranties included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, 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, Nevada, without expense whatsoever to the City; 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, we collectively or separately, do hereby authorize the City to proceed to have the 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 21ST day of MAY, 2001

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

LAYNE & ASSOCIATES

(Resident Agent)

15998

(State of Nevada, License Number)

LISA D. STEVENS

(Appointed Agent Name)

By: Lisa D. Stevens

(Signature)

Address: P O BOX 70030

LAS VEGAS, NV 89170-0030

Telephone: 702-385-3955

Telephone: 702-385-3955

(Local Agent)

Telephone: 212-458-1615

(Bonding Company)

CONTRACTOR: LAS VEGAS PAVING CORPORATION

Jay N Smith VP
(Authorized Representative and Title)

By: [Signature]

(Signature)

Surety: AMERICAN HOME ASSURANCE COMPANY

10051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: Carolyn Pinther

(Signature)

Address: 175 WATER STREET, 6TH FLOOR

NEW YORK, NY 10038

Telephone: 212-458-1615

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No. 55-B-05002

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---R. Bruce Layne, Monte Smith, Randall V. Capurro, William B. Wright, Kreg Koehler, Lisa Stevens
Carolyn Pinther: of Las Vegas, Nevada---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 29th day of March, 2000.



Lawrence W. Carlstrom

Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, PA.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 29th day of March, 2000 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Joseph B. Nozzolio

JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan 31, 2002

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 21ST day of MAY 2001



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

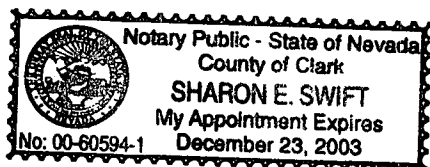
State of NEVADA

County of CLARK

On 5/21/2001, before me, SHARON E. SWIFT, Notary Public, personally appeared CAROLYN PINTHER, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon E. Swift
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

EP ID 88
LASVE-

DATE (MM/DD/YY)
05/18/01

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.

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

Re: LVPC Job No. 6095 - Bid #01.1730.13-RC US 95/Rancho Sewer - Phase 1B,
Coran Lane to Redondo Avenue PWP#CL-2001-443 - The City of Las Vegas, its
officers, employees & 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 (See Form CG2026) **Or Coverage Reduce

****Or Coverage Reduced****

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

POLICY NUMBER: CON33367708

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

**Re: LVPC Job No. 6095
Bid #01.1730.13-RC
US95/Rancho Sewer-Phase 1B, Coran Lane
to Redondo Avenue
PWP#CL-2001-443**

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

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCEPOLICY ID 88
LASVE-3DATE (MM/DD/YY)
05/18/01

PRODUCER: Layne & Associates 4045 S. Spencer St., 4th Floor Las Vegas NV 89119 Phone: 702-385-3955 Fax: 702-735-5964	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: Las Vegas Paving Corp. 4420 So. Decatur Las Vegas NV 89103-5803	INSURERS AFFORDING COVERAGE INSURER A: Safety National Casualty Corp. 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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	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 EXCESS WORKERS COMPENSATION	SP4413NV STATUTORY PER OCCURRENCE	08/01/00	08/01/01	Emp Liab	\$1,000,000
					SIR	\$ 250,000

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

Re: LVPC Job No. 6095 - Bid #01.1730.13-RC - US95/Rancho Sewer - Phase 1B,
Coran Lane to Redondo Avenue PWP#CL-2001-443.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Las Vegas
Purchasing & Contracts
First Floor City Hall Complex
400 E. Stewart Avenue
Las Vegas NV 89101

CITY OF

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.

Sidney A. Delinger

Certificate

STATE OF NEVADA



INSURANCE DIVISION

Carson City, Nevada

CERTIFICATION NUMBER 272

This Certificate, with affixed seal, is the Certificate of Authority for LAS VEGAS PAVING CORPORATION to act as a self-insured employer for workers' compensation purposes.

Pursuant to Nevada Revised Statutes 616B.300 and 616B.312, and the Nevada Administrative Code, LAS VEGAS PAVING CORPORATION has presented evidence they possess the financial and administrative resources to assume the responsibility for providing prompt payment of all compensation due under Chapters 616A, 616B, 616C, 616D and 617 of the Nevada Revised Statutes.

LAS VEGAS PAVING CORPORATION is hereby responsible for processing claims and paying benefits under Chapters 616A, 616B, 616C, 616D and 617 of NRS for employees injured in industrial accidents or contracting occupational diseases occurring on or after 12:01 A.M. (Pacific Daylight Time), May 1, 1996.

*****THE ADDENDUM IS AN INTEGRAL PART OF THIS CERTIFICATE*****



Dated at Carson City, Nevada this 9th
day of May 1996

The signature of the Commissioner of Insurance, written in cursive over a horizontal line.
Commissioner of Insurance

DIVISION OF INSURANCE
WORKERS' COMPENSATION
SELF-INSURANCE

ADDENDUM

CERTIFICATE OF AUTHORITY

LAS VEGAS PAVING CORPORATION

CERTIFICATE OF AUTHORITY NUMBER 272

EFFECTIVE CERTIFICATION DATES

Effective May 1, 1996

LAS VEGAS PAVING CORPORATION

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to award Bid Number 01.15301.07-LED, Fire Station #10 and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: J.A. VAY & SONS, INC. (\$2,620,500 - Capital Projects Fund) - Ward 1 (M. McDonald)

Fiscal Impact☐**No Impact****Amount: \$2,620,500**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

Work consists of the construction of a new 10,500 square foot Fire Station with both on-site and off-site improvements. The building is masonry and metal framing, stucco, concrete tile and single ply roof. The location of the new fire station is 1501 South Martin Luther King Blvd., Las Vegas.

POC: David E. Aegerter - (702) 399-0277

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.15301.07-LED, Fire Station #10 to J.A. Vay & Sons, Inc., in the amount of \$2,620,500 and approve the construction conflicts and contingency reserve of \$217,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 44**

CITY COUNCIL MEETING OF MAY 16, 2001
Finance and Business Services
Item 44 – Bid No. 01.15301.07-LED

MOTION – Continued:

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 01.15301.07-LED

DATE of CONTRACT May 16, 2001

NAME AND ADDRESS OF CONTRACTOR

J. A. Vay & Sons Inc.
3420 Precision Drive
North Las Vegas, NV 89032

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Fire Station #10** all in strict accordance terms, conditions, and specifications of **Formal Bid 01.15301.07-LED**, and **J. A. Vay & Sons, Inc.** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Two Million Six Hundred Twenty Thousand Five Hundred Dollars and No Cents

\$2,620,500.00

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 01.15301.07-LED
Contract Drawings No. 630-95
INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/00 THROUGH 9/30/01

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 **Three Hundred Thirty-Three (333) 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:

Addendum #1, Dated April 20, 2001

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: J. A. Vay & Sons Inc.

By

James B. Smith
(Mayor)

(Name of Contractor)

Attest

Richard D. Smith
(City Clerk)

By

Mark A. Cegarter
(Signature)

Vice President
(Title)

Attest

Binda J. Cegarter
(Secretary)

APPROVED AS TO FORM:

Robert S. Zwaan 5-25-01
Date

INSTRUCTIONS

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

PERFORMANCE BOND

BOND NUMBER 929180318

DATE EXECUTED 5/22/01

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No. 01.15301.07-LP for the project commonly known and entitled, to wit: Fire Station #10 (herein the "Contract").

WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum ~~Two Million, Six Hundred Twenty Thousand, Five Hundred and No/100~~ 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.

\$2,620,500.00

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this 22nd day of May, 2001.

SIGNED this 22nd day of May, 2001

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 & Martinet, License #0012
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 2110 E. Flamingo Rd., Suite 300

Las Vegas, Nevada 89119

Telephone: (702) 735-1933

CONTRACTOR: J.A. Vay and Sons, Inc.

Traci T. Aegerter, Vice President
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: American Casualty Co. of Reading,
Pennsylvania

#I0033
(State of Nevada, License Number)

Roger A. Hill, License #27189
Brandise & Martinet, License #0012

By: [Signature]
(Appointed Agent Name)

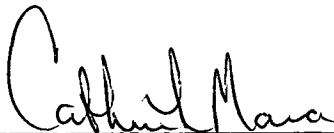
Address: Roger A. Hill, (Signature) Attorney-in-fact
2110 E. Flamingo Rd., Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

STATE OF NEVADA
COUNTY OF CLARK

On this 22nd day of May, 2001, before me Catherine L. Mara, a Notary Public in and for said state, personally appeared Roger A. Hill, Attorney-in-fact, who is personally known to me to be the person who executed the attached instrument, and acknowledged to me that he executed the same for the purposes stated therein.



Notary Public

My Commission Expires Jan 27 2002



LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 929180318
DATE EXECUTED 5/22/01

CITY COUNCIL MEETING OF MAY 16, 2001 Pg. 117

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.010 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 01.15301.07-LED of the City for the project commonly known and entitled, to wit: Fire Station #10 (herein the "Contract").

WHEREAS this bond is being issued pursuant to the requirements of NRS 339.025 secure the payment of the claims of laborers, mechanics or material men for work performed or materials provided in connection with the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto the City in the penal sum Two Million, Six Hundred Twenty Thousand, 2,620,500.00 for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor fails to pay for any materials, equipment or other supplies, or for rental of the same, used in connection with the performance of work contracted to be done under the Contract, or for amounts due under applicable state law for any work or labor as required by the provisions of NRS Chapter 612 (provided the claimant shall have complied with the provisions of said law), the Surety will pay for the same within thirty (30) days in an amount not exceeding the sum specified above, the above obligation is null and void, otherwise to remain in full force and effect. In the event suit is brought upon this bond, the Surety agrees to pay a reasonable attorney fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable state law.

Any modifications in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of the Contract or any extensions of the time granted thereunder shall not in any way release the Contractor or the Surety from the obligation of this bond, and notice of such modifications or extensions are hereby waived by the Surety.

IN WITNESS WHEREOF this instrument is executed this 22nd day of May, 2001.

SIGNED this 22nd day of May, 2001

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 & Martinet, License #0012
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 2110 E. Flamingo Rd., Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

CONTRACTOR: J.A. Vay and Sons, Inc.

Traci T. Aegerter, Vice President
(Authorized Representative and Title)

By: [Signature]
(Signature to be notarized)

Surety: American Casualty Co. of Reading,
#I0033 Pennsylvania

Roger A. Hill, License #27189
Brandise & Martinet, License #0012

(Appointed Agent Name)

By: [Signature]
(Signature to be notarized) Attorney-in-fact
Address: 2110 E. Flamingo Rd., Suite 300

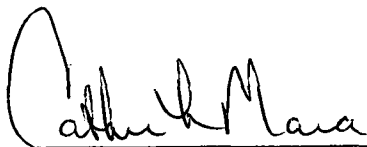
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

STATE OF NEVADA
COUNTY OF CLARK

On this 22nd day of May, 2001, before me Catherine L. Mara,
Notary Public in and for said state, personally appeared Roger A. Hill, Attorney-
in-fact, who is personally known to me to be the person who executed the attached
instrument, and acknowledged to me that he executed the same for the purposes stated
therein.



Notary Public

My Commission Expires Jan 27 2002



GUARANTY BOND

BOND NUMBER 929180318
DATE EXECUTED 5/22/01

119
Pg.
CITY COUNCIL MEETING OF MAY 16, 2001

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 01.15301.07-LED of the City for the project commonly known and entitled, to wit: Fire Station #10 (herein the "Contract").

WHEREAS this Bond is being issued to guarantee that the project has been constructed in accordance with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, hereby guarantee that the project commonly known and entitled, to-wit: Fire Station #10, has been completed and constructed in accordance with the Contract between the City and the Contractor, and that the work as constructed will fulfill the requirements of the guaranties included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, 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, Nevada, without expense whatsoever to the City; 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, we collectively or separately, do hereby authorize the City to proceed to have the 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 22nd day of May, 20 01

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 & Martinet, License #0012
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 2110 E. Flamingo Rd., Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

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

Telephone: 800-262-7873 or 801-321-7873
(Bonding Company)

CONTRACTOR: J.A. Vay and Sons, Inc.

Traci T. Aegerter, Vice President
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: American Casualty Co. of Reading,
#I0033 Pennsylvania

(State of Nevada, License Number)
Roger A. Hill, License #27189
Brandise & Martinet, License #0012
(Appointed Agent Name)

By: [Signature]
Roger A. Hill, (Signature) Attorney-in-fact

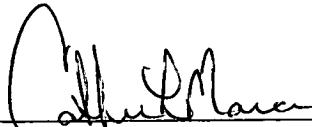
Address: 2110 E. Flamingo Rd., Suite 300
Las Vegas, Nevada 89119

Telephone: (702) 735-1933

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

STATE OF NEVADA
COUNTY OF CLARK

On this 22nd day of May, 2001, before me Catherine L. Mara, a Notary Public in and for said state, personally appeared Roger A. Hill, Attorney-in-fact, who is personally known to me to be the person who executed the attached instrument, and acknowledged to me that he executed the same for the purposes stated therein.



Notary Public

My Commission Expires Jan 27 2002



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 22nd day of May, 2001.



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

DATE (MM/DD/YY)

05/22/2001

PRODUCER (702)382-4010 FAX (702)385-0019

Leavitt Insurance Agency
823 South Sixth Street
P O Box 15350
Las Vegas, NV 89114THIS 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 J.A. Vay & Sons, Inc.
3420 Precision Drive
North Las Vegas, NV 89030

INSURER A: Evanston Ins. Co. Best Rating A IX

INSURER B: Allstate Indemnity Company

INSURER C: RLI Insurance Co Best Rating a A IX

INSURER D: Great American Ins. Co.

INSURER E:

Fax # 399-1594

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	01GLP1005392	04/19/2001	04/19/2002	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
	☒ X,C,U Included				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	048540284	04/19/2001	04/19/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS				
	☒ \$1,000 Comp & Coll Deductible				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
C	EXCESS LIABILITY	ERU0003403	04/19/2001	04/19/2002	EACH OCCURRENCE \$ 2,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				2,000,000 \$ 2,000,000
	☐ RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS ☐ OTHER ☐
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
O	OTHER Prop Special Form Reprmt Cost Contrs. Equip	MAC9276322	04/19/2001	04/19/2002	Contents \$1,000 Deductible
		MAC9276322	04/19/2001	04/19/2002	\$50,000 Leased & Rented Equip

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

Project: Fire Station #10

Certificate Holder is named as additional insured regarding work performed by the insured in connection with the above project

***A/I Endt 11/85

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATIONCity of Las Vegas
Purchasing & Contracts Division
400 Stewart Ave.
Las Vegas, NV 89101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

CeCile Webb/WEBB

Cecile Webb

CERTIFICATE OF INSURANCE

5/22/2001

124 Pg. CITY COUNCIL MEETING OF MAY 16, 2001

PRODUCER Insurance Solutions PO Box 80987 Las Vegas, NV 89180	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Builders Insurance Company, Inc. COMPANY B COMPANY C COMPANY D
INSURED J A Vay & Sons Inc 3420 Precision Dr N Las Vegas, NV 89032	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (in Thousands)
	GENERAL LIABILITY				BODILY INJURY OCC \$
	☐ COMPREHENSIVE FORM				BODILY INJURY AGG \$
	☐ PREMISES/OPERATIONS				PROPERTY DAMAGE OCC \$
	☐ UNDERGROUND				PROPERTY DAMAGE AGG \$
	☐ EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED OCC \$
	☐ PRODUCTS/COMPLETED OPER				BI & PD COMBINED AGG \$
	☐ CONTRACTUAL				PERSONAL INJURY AGG \$
	☐ INDEPENDENT CONTRACTORS				
	☐ BROAD FORM PROPERTY DAMAGE				
	☐ PERSONAL INJURY				
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	☐ ANY AUTO				BODILY INJURY (Per accident) \$
	☐ ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE \$
	☐ ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	☐ GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ STATUTORY LIMITS \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	WC300-0001328-2001A	4/1/2001	4/1/2002	EACH ACCIDENT \$ 1,000,000
	☒ INCL ☐ EXCL				DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

FIRE STATION #10

CERTIFICATE HOLDER

CITY OF LAS VEGAS-PURCHASING & CONTRACTS

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 SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE*Carol Hunt*

POLICY NUMBER: 01GLP1005392**COMMERCIAL GENERAL LIABILITY**

J.A. Vay & Sons, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****Name of Person or Organization:**City of Las Vegas
Purchasing & Contracts Division
400 Stewart Ave
Las Vegas, NV 89101

Project: Fire Station # 10

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

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

All other terms and conditions of this policy remain unchanged.

CG 20 10 11 85**Copyright, Insurance Services Office, Inc., 1984**

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$1,800,000 - Special Revenue Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$1,800,000**☒**Budget Funds Available****Dept./Division: Public Works/Streets**☐**Augmentation Required****Funding Source: Special Revenue Fund****PURPOSE/BACKGROUND:**

This bid represents Street Rehabilitation's Annual Contract for Concrete Replacement consisting of removal and replacement of portland cement concrete curb and gutter, sidewalks, driveways, and median islands. All work will be performed within the City of Las Vegas. The location and extent of any additional work shall be designated by the engineer and scheduled based upon availability of funding. The contract term will be from the date of award through May 1, 2002, including four (4) one-year options to renew.

POC: Michael Ray - (702) 368-0822

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement to Mikon Construction Co., Inc., in the estimated annual amount of \$1,800,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 45**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 45 – Bid No. 01.1762.01-RC

MOTION – Continued:**Item 22: DENIED under separate action** (see individual item)**Items 55 and 69: APPROVED under separate actions** (see individual items)**Item 64: ABEYANCE to 6/20/2001 under separate action** (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 01.1762.01-RC

DATE of CONTRACT MAY 16, 2001

NAME AND ADDRESS OF CONTRACTOR

Mikon Construction
4245 W. Reno Ave.
Las Vegas, NV 89118

INDIVIDUAL ☐PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **2000/2001 Annual Concrete Replacement** all in strict accordance terms, conditions, and specifications of **Formal Bid 01.1762.01-RC**, and **Mikon Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

One Million Eight Hundred Thousand Dollars

\$1,800,000.00

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

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

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

Formal Bid 01.1762.01-RC
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

May 1, 2002

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of
Two Hundred Fifty Dollars (\$ 250)
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:

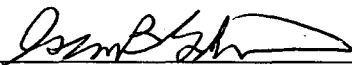
Acknowledge all Addendums and Dates:

April 24, 2001

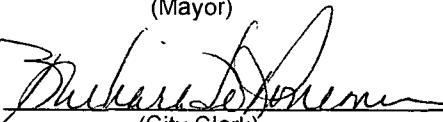
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

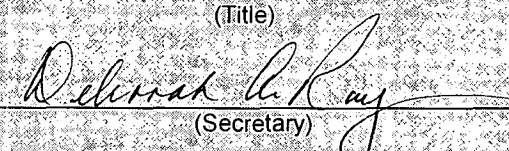
CITY OF LAS VEGAS

CONTRACTOR Mikon Construction

By 
(Mayor)

(Mikon Construction)

Attest 
(City Clerk)

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

APPROVED AS TO FORM:
Robert S. Sylvestre 5-17-01
Date

INSTRUCTIONS

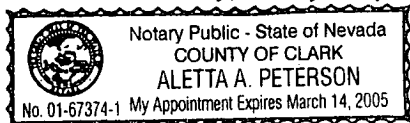
1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.
2. An officer of a corporation,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

State of Nevada

County of Clark

On this 11 day of May, 2001, before me personally appeared Patricia D. Owens, known to me to be the Attorney-in-Fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written



(Seal)

Aletta A. Peterson
Notary Public in the State of Nevada
County of Clark

PERFORMANCE BOND

BOND NUMBER NVC 1185
DATE EXECUTED 05-18-01

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 \$1,800,000.00, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No 01176201.RC of the City's specifications, entitled 2000/2001 Annual Concrete Replacement PWP-CL-2001-532.

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 18 day of May ~~XX~~ 2001

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

Patricia Owens
(Resident Agent)

#40769
(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance
(Appointed Agent Name)

By: Patricia Owens
(Signature)

Address: 3700 Pecos McLeod

Las Vegas, NV 89121

Telephone: 702 454-1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.
(Principal Contractor)

Michael Kay, President
(Authorized Representative and Title)

By: Michael Kay
(Signature)

Surety: Merchants Bonding Company (Mutual)

12396
(State of Nevada, License Number)

Patricia Owens - Attorney in Fact
(Appointed Agent Name)

By: Patricia Owens
(Signature)

Address: 2100 Fleur Drive

Des Moines, Iowa 50321

Telephone: 702 454 1400

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).

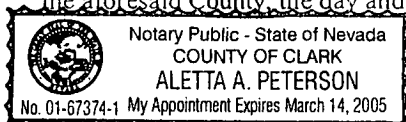
State of Nevada

County of Clark

On this 11 day of May, 2001, before me personally appeared Patricia R. Owens known to me to be the Attorney-in-Fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in

the aforesaid County, the day and year in this certificate first above written.



(Seal)

Aletta A. Peterson
Notary Public in the State of Nevada
County of Clark

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER NVC 1185DATE EXECUTED 05-18-01

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 \$1,800,000.00, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 01 176201.RC of the City's specifications, entitled 2000/2001 Annual Concrete Replacement PWP CL-2001-532

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 18 day of May ~~XIV~~ 2001

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

Patricia Owens

(Resident Agent)

#40769

(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 3700 Pecos McLeod

Las Vegas, NV 89121

Telephone: 702 454 1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.

(Principal Contractor)

MICHAEL RAY, President

(Authorized Representative and Title)

By: Michael Ray

(Signature)

Surety: Merchants Bonding Company (Mutual)

12396

(State of Nevada, License Number)

Patricia Owens - Attorney in Fact

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 2100 Fleur Drive

Des Moines, Iowa 50321

Telephone: 702 454-1400

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)

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jerry L. Lewis, Keith A. Runyon, Rose M. Creighton, Patricia A. Owens

of Las Vegas and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

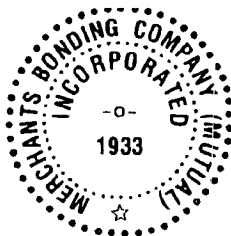
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of July, 2000.



MERCHANTS BONDING COMPANY (MUTUAL)

By

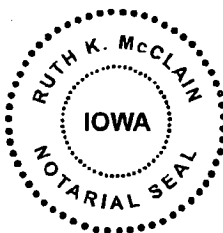
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 14th day of July, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Ruth K. McClain

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

1, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18 day of May, 2001



William Warner Jr.

Secretary

State of Nevada

County of Clark

On this 11 day of May, 2001, before me personally appeared Patricia A. Owens, known to me to be the Attorney-in-Fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in



(Seal)

Aletta A. Peterson
Notary Public in the State of Nevada
County of Clark

GUARANTEE BOND

BOND NUMBER NVC 1185
DATE EXECUTED 05-18-01

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 Mikon Construction Co., Inc., 4245 W. Reno Avenue, Las Vegas, NV 89118
(Name and Address of Prime Contractor)

We hereby guarantee that the 2000/2001 Annual Concrete Replacement PWP-CL-2001-532, 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 18 day of May ~~xxx~~ 2001

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

Patricia Owens

(Resident Agent)

#40769

(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 3700 Pecos McLeod

Las Vegas, NV 89121

Telephone: 702 454 1400

Telephone: 702 454 1400

(Local Agent)

Telephone: 800-678-8171

(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.

(Principal Contractor)

Michael Ray, President

(Authorized Representative and Title)

By: Michael Ray

(Signature)

Surety: Merchants Bonding Company (Mutual)

12396

(State of Nevada, License Number)

Patricia Owens - Attorney in Fact

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 2100 Fleur Drive

Des Moines, Iowa 50321

Telephone: 702 454 1400

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).

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jerry L. Lewis, Keith A. Runyon, Rose M. Creighton, Patricia A. Owens

of Las Vegas and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

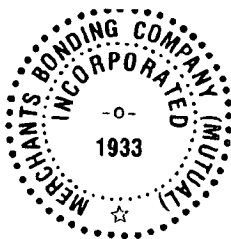
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of July, 2000



MERCHANTS BONDING COMPANY (MUTUAL)

By

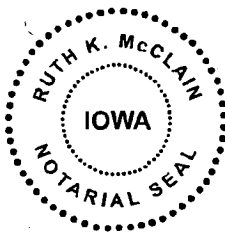
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 14th day of July, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



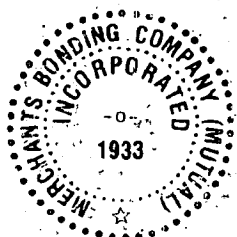
Ruth K. McClain

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18 day of May, 2001



William Warner Jr.

Secretary

DATE (MM/DD/YY)
05/15/2001

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:	Maryland Casualty Insurance Company
INSURER B:	Constitution Insurance Company
INSURER C:	Republic Indemnity
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	CON31933485	10/07/2000	10/07/2001	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
					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	CON31934491	10/07/2000	10/07/2001	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 AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS LIABILITY	BDR10070001	10/07/2000	10/07/2001	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$ 10,000					\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	144644-01	10/15/2000	10/15/2001	☒ WC STATU- TORY LIMITS ☐ OTH- ER	
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
	OTHER					

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

Re: #001.1762.01-RC - 2000/2001 Annual Concrete Replacement - PWP-CL-2001-532

City of Las Vegas is named additional insured per attached CG2026(1185) endorsement.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

**City of Las Vegas
Purchasing & Contracts Division
Attn: Robert L. Crutchfield Sr.
City Hall 1st Floor
400 Stewart Avenue
Las Vegas, NV 89101-2988**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~NOT~~ **NOT** MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
KUTXKUNNTOUWLSUKHPOSEKXIMPOSEKXIXIKXKADOOOEXQABOX
BXANYONGYBKKHECOVANYXX3XOEYXAGNEHASETHAKX XXXXXXXX

AUTHORIZED REPRESENTATIVE

Keith Runyon - 230 & 232/ROS

Insured: Mikon Construction Company, Inc.

Policy: CON31933485

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured--Designated Person or Organization

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part.

Schedule

Name of Person or Organization:

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

Re: #00L1762.01-RC-2000/2001 Annual Concrete Replacement - PWP-CL2001-532

(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 as an insured, but only with respect to liability arising out of your operations or premises owned by or rented to you.

2000-2001 ANNUAL CONCRETE REPLACEMENT

Contractor: MIKON CONSTRUCTION

Contact: ROBERT

Phone: 368-0822

(SCALE
NONE)

Legend

○ Day work
device

≡ Type III
barricade

▨ work area

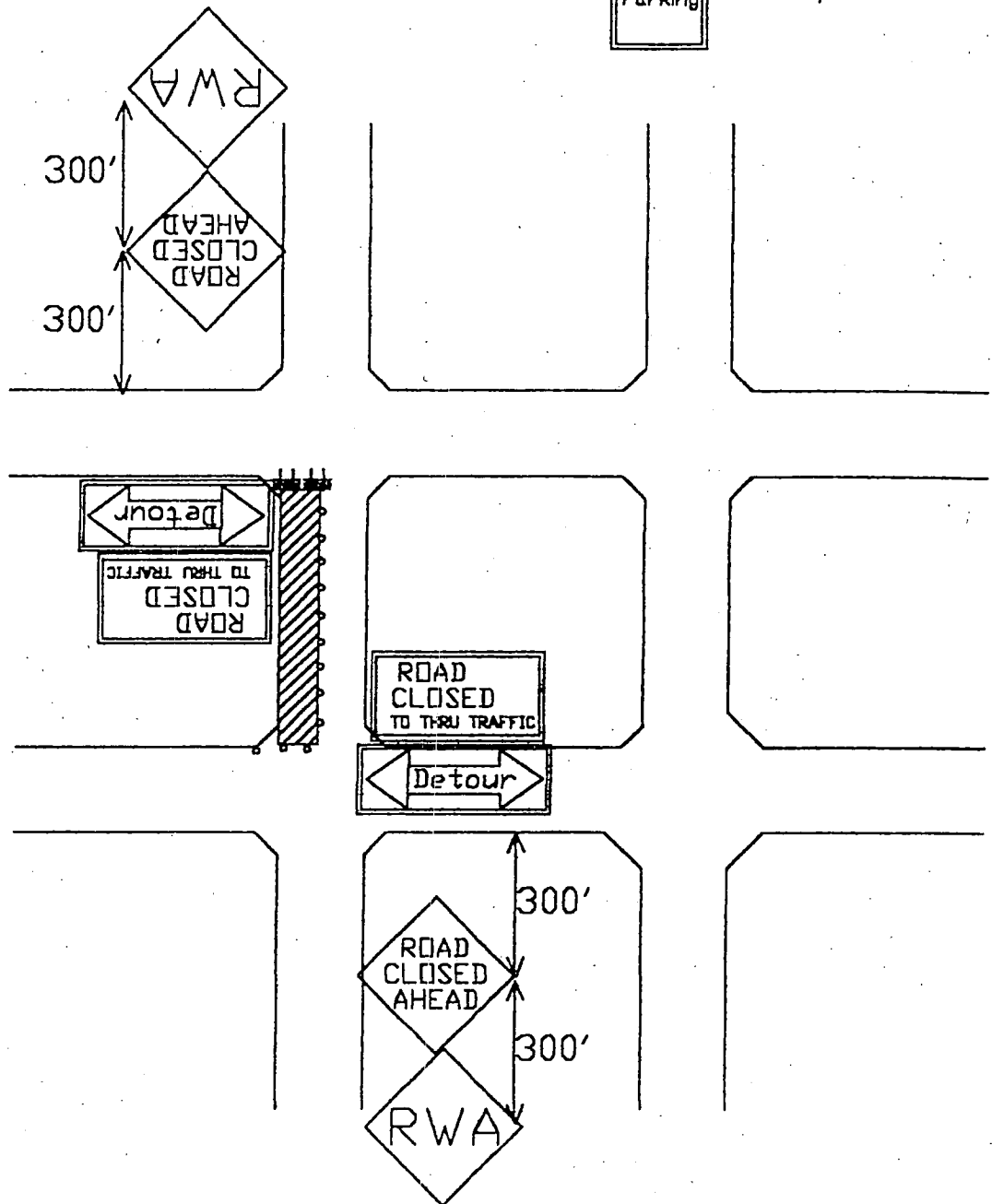
—CONTRACTOR NOTES—

- 1) Maintain access or notify
of any affected driveways to all
residents, business & emergency
vehicles at all times
- 2) Maintain 10' travel
lanes at all times
- 3) All set-ups & devices will
be in accordance with
M.U.T.C.D standards

TYPICAL ROAD CLOSED
TO THRU TRAFFIC
(25 MPH)



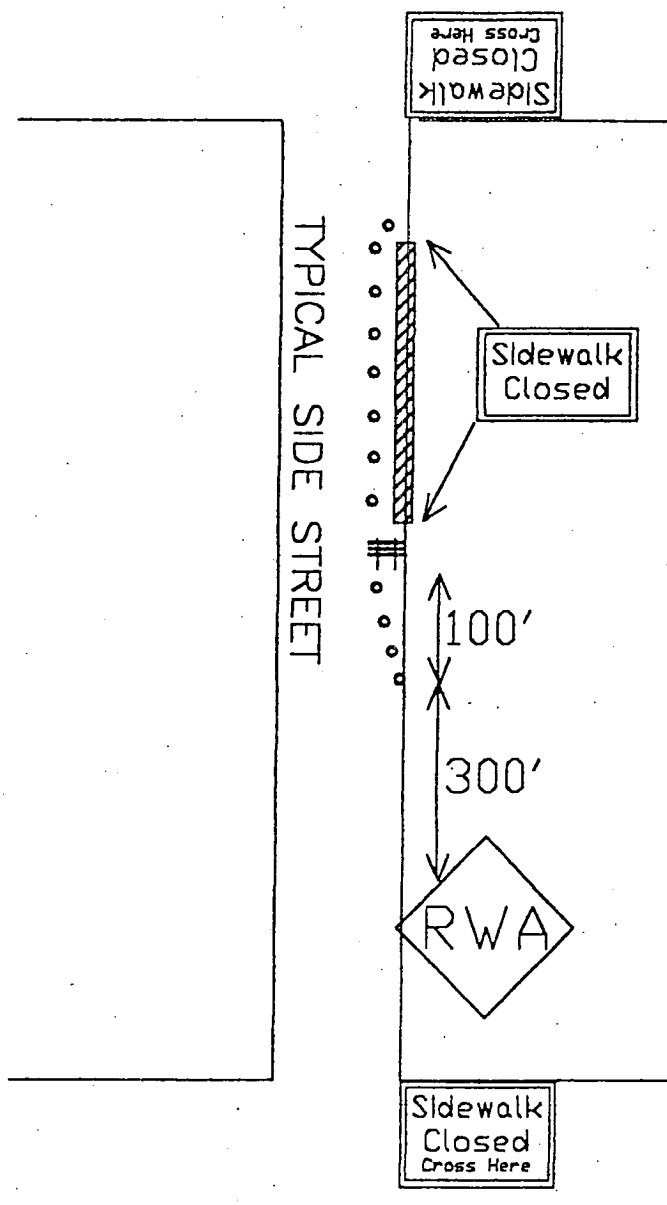
As needed
24hrs prior



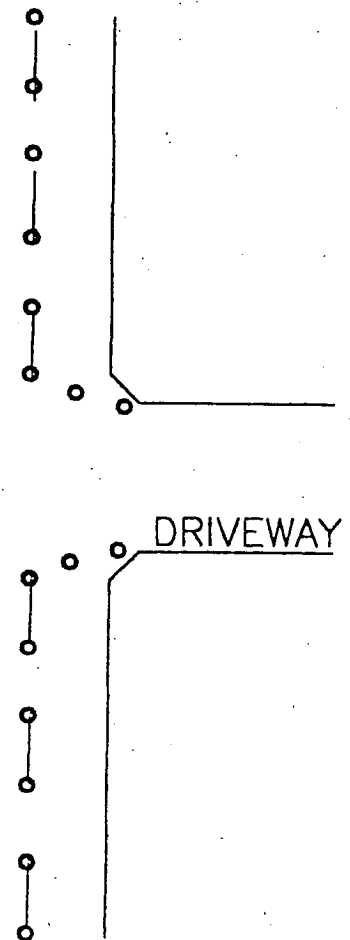
TYPICAL PARK LANE CLOSURE (25 MPH) AND SIDEWALK CLOSURE

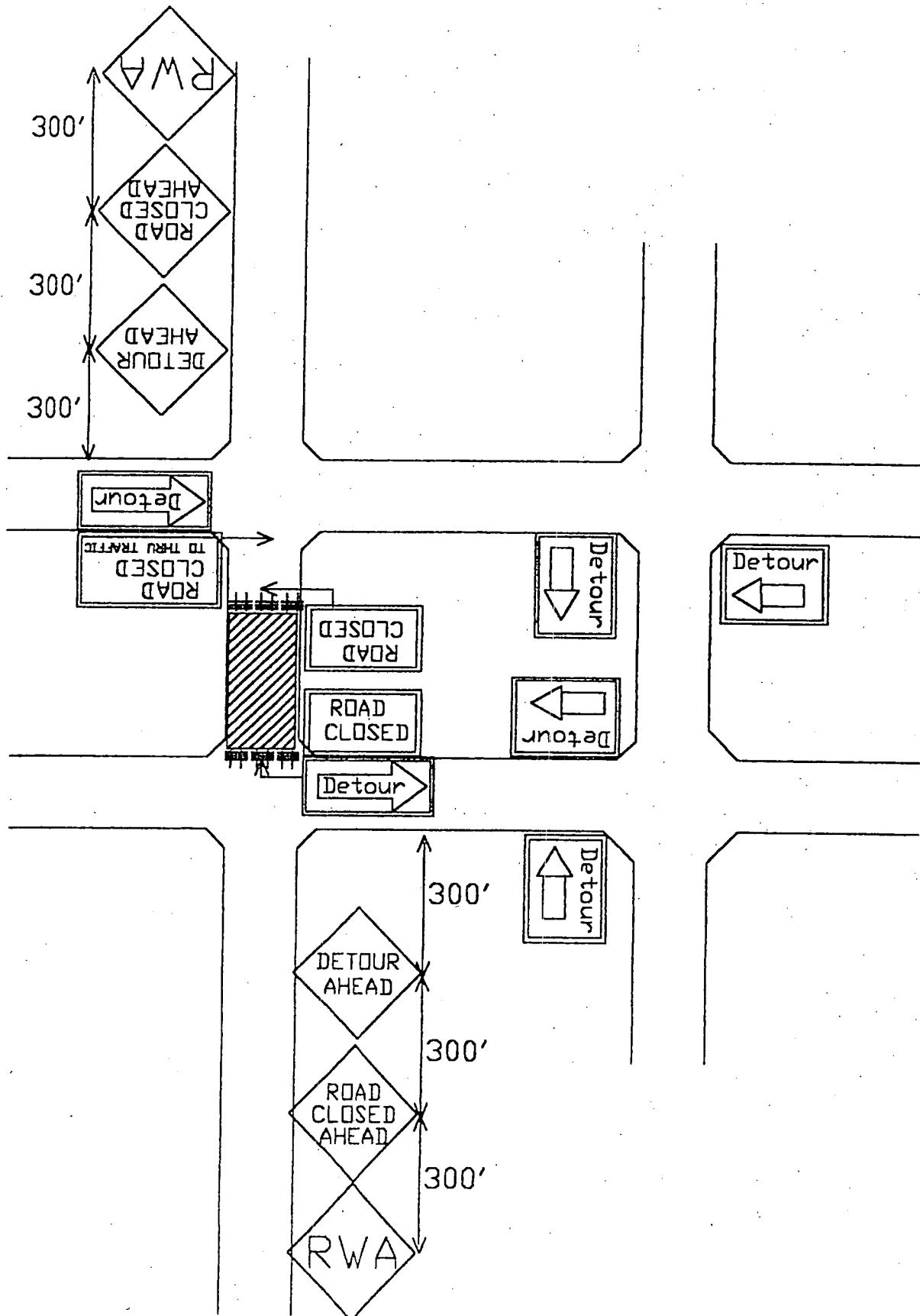
NO
Parking

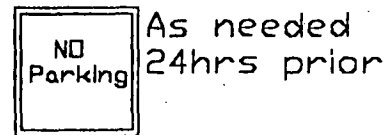
As needed
24hrs prior



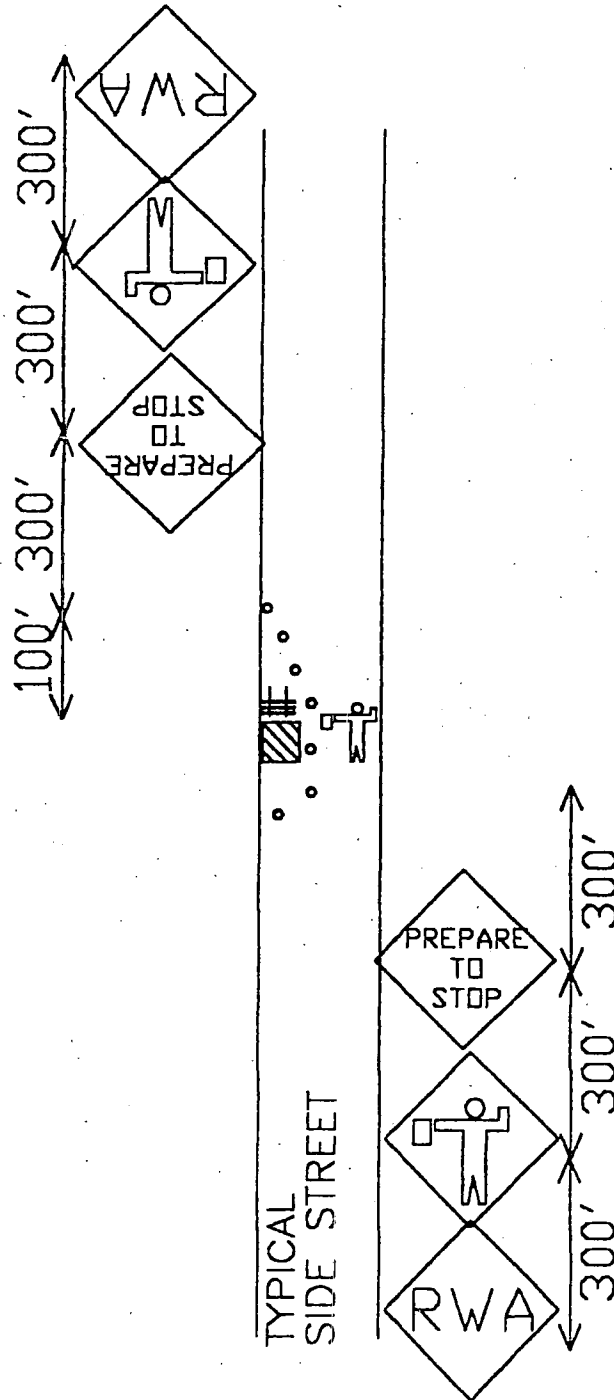
TYPICAL DRIVEWAY ACCESS



TYPICAL ROAD CLOSURE
RESIDENTIAL (25 MPH)As needed
24hrs prior



TYPICAL FLAGMAN
SET-UP
(25 MPH)



City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$900,000 - Special Revenue Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$900,000**☒**Budget Funds Available****Dept./Division: Public Works/Streets**☐**Augmentation Required****Funding Source: Special Revenue Fund****PURPOSE/BACKGROUND:**

This bid represents Street Rehabilitation's Annual Contract for Small Asphalt Patching consisting of construction of permanent asphaltic concrete pavement patches performed within the City of Las Vegas. Specific areas have been identified in the bid document and will be the first work scheduled. The location and extent of any additional work shall be designated by the Project Manager and scheduled based upon availability of funding. The contract term will be from the date of award through May 1, 2002, including four (4) one-year options to renew.

POC: Michael Ray - (702) 368-0822

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching to Mikon Construction Co., Inc., in the estimated annual amount of \$900,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 46**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 46 – Bid No. 01.1762.02-RC

MOTION – Continued:**Item 22: DENIED under separate action** (see individual item)**Items 55 and 69: APPROVED under separate actions** (see individual items)**Item 64: ABEYANCE to 6/20/2001 under separate action** (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 01.1762.02-RC

DATE of CONTRACT May 16, 2001

NAME AND ADDRESS OF CONTRACTOR

Mikon Construction
4245 W. Reno Ave
Las Vegas, NV 89118

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **2000/2001 Annual Small Asphalt Patching** all in strict accordance terms, conditions, and specifications of **Formal Bid 01.1762.02-RC**, and **Mikon Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Nine Hundred Thousand Dollars

\$900,000.00

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

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

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

Formal Bid 01.1762.02-RC
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

May 1, 2002

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of

Two Hundred Fifty Dollars (\$ 250)

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:

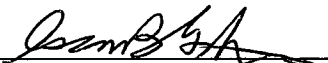
Acknowledge all Addendums and Dates:

April 24, 2001

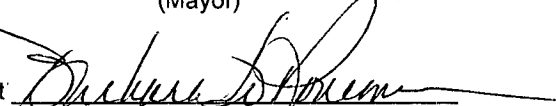
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

CONTRACTOR Mikon Construction

By 
(Mayor)

(Mikon Construction)

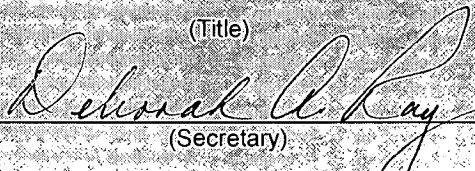
Attest 
(City Clerk)

By 
(Signature)

(Title)

APPROVED AS TO FORM:

Robert S. Zivian 5-17-01
Date

Attest 
(Secretary)

INSTRUCTIONS

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

State of Nevada

County of Clark

On this 18 day of May 2001 ~~XXXX~~, before me personally appeared
Patricia Owens, known to me to be the Attorney-in-Fact of the
corporation that executed the within instrument, and acknowledged to me that such corporation
executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in



(Seal)

Aletia A. Peterson
Notary Public in the State of Nevada
County of Clark

PERFORMANCE BOND

BOND NUMBER NVC 1186DATE EXECUTED 05-18-01

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 Nine Hundred ~~Thousand Dollars~~ 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 001.176202 ^{RC} of the City's specifications, entitled 00/01 Annual Small Asphalt Patching

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 18 day of May ~~XXX~~ 2001

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

Patricia Owens
(Resident Agent)

#40769
(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance
(Appointed Agent Name)

By: Patricia Owens
(Signature)

Address: 3700 Pecos McLeod
Las Vegas, NV 89121

Telephone: 702-454-1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.
(Principal Contractor)

Michael Hays President
(Authorized Representative and Title)
By: [Signature]
(Signature)

Surety: Merchants Bonding Company (Mutual)
I2396
(State of Nevada, License Number)

Patricia Owens - Attorney in Fact
(Appointed Agent Name)

By: Patricia Owens
Patricia Owens (Signature) Attorney in Fact
Address:

2100 Fleur Drive
Des Moines, Iowa 50321

Telephone: 800 678 8171

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

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER NVC 1186
 DATE EXECUTED 05-18-01

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

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum Nine Hundred Thousand Dollars 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 001.176202RC of the City's specifications, entitled 00/01 Annual Small Asphalt Patching

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 18 day of May, 2001

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

Patricia Owens

(Resident Agent)

#40769

(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 3700 Pecos McLeod

Las Vegas, NV 89121

Telephone: 702 454 1400

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.

(Principal Contractor)

Michael Ray, President

(Authorized Representative and Title)

By: Michael Ray

(Signature)

Surety: Merchants Bonding Company (Mutual)

I2396

(State of Nevada, License Number)

Patricia Owens - Attorney in Fact

(Appointed Agent Name)

By: Patricia Owens

Patricia Owens (Signature) Attorney in Fact

Address:

2100 Fleur Drive

Des Moines, Iowa 50321

Telephone: 800 678 8171

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).

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jerry L. Lewis, Keith A. Runyon, Rose M. Creighton, Patricia A. Owens

of Las Vegas and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

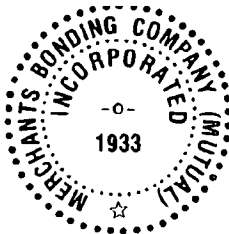
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of July, 2000.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 14th day of July, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



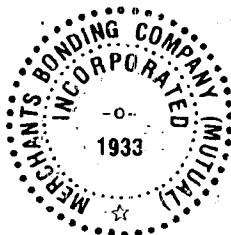
Ruth K. McClain

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18 day of May 2001



William Warner Jr.

Secretary

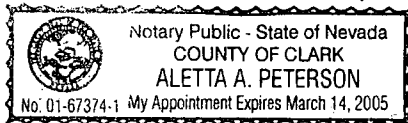
State of Nevada

County of Clark

On this 11 day of May, 2001, before me personally appeared Patricia D. Owen, known to me to be the Attorney-in-Fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in

the aforesaid County, the day and year in this certificate first above written



(Seal)

Aletta A. Peterson
Notary Public in the State of Nevada
County of Clark

GUARANTEE BOND

BOND NUMBER NVC 1186
 DATE EXECUTED 05-18-01

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 Mikon Construction Co., Inc., 4245 W. Reno Avenue, Las Vegas, NV 89118
 (Name and Address of Prime Contractor)

We hereby guarantee that the 00/01 Annual Small Asphalt Patching, 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 18 day of May XXX 2001

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

Patricia Owens

(Resident Agent)

#40769

(State of Nevada, License Number)

LaPorta Clark Leavitt Insurance

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 3700 Pecos McLeod

Las Vegas, NV 89121

Telephone: 702 454 1400

Telephone: 702 454 1400

(Local Agent)

Telephone: 800-678-8171

(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Mikon Construction Co., Inc.

(Principal Contractor)

Michael Ray, Pres

(Authorized Representative and Title)

By: Michael Ray

(Signature)

Surety: Merchants Bonding Company (Mutual)

I2396

(State of Nevada, License Number)

Patricia Owens - Attorney in Fact

(Appointed Agent Name)

By: Patricia Owens

(Signature)

Address: 2100 Fleur Drive

Des Moines, Iowa 50321

Telephone: 702 454 1400

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).

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jerry L. Lewis, Keith A. Runyon, Rose M. Creighton, Patricia A. Owens

of Las Vegas and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

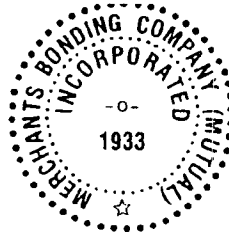
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of July, 2000.



MERCHANTS BONDING COMPANY (MUTUAL)

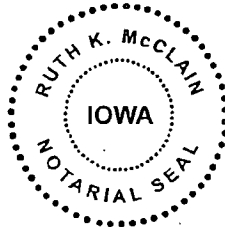
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 14th day of July, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Ruth K. McClain
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

1, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 18 day of May, 2001.



William Warner Jr.
Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/15/2001

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

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 **Mikon Construction Company, Inc.**
4245 W. Reno Avenue
Las Vegas, NV 89118

INSURER A: **Maryland Casualty Insurance Company**
INSURER B: **Constitution Insurance Company**
INSURER C: **Republic Indemnity**
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	CON31933485	10/07/2000	10/07/2001	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
					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 ☒ PROJECT ☐ LOC				
A	AUTOMOBILE LIABILITY	CON31934491	10/07/2000	10/07/2001	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 \$
B	EXCESS LIABILITY	BDR10070001	10/07/2000	10/07/2001	EACH OCCURRENCE \$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	144644-01	10/15/2000	10/15/2001	☒ WC STATUTORY LIMITS ☐ OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: #001.1762.02-RC - 2000/2001 Annual Small Asphalt Patching - PWP-CL-2001-533
City of Las Vegas is named additional insured per attached CG2026(1185) endorsement.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Las Vegas
Purchasing & Contracts Division
Attn: Robert L. Crutchfield Sr.
City Hall 1st Floor
400 Stewart Avenue
Las Vegas, NV 89101-2988

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

Keith Runyon - 230 & 232/R05

Insured: Mikon Construction Company, Inc.
Policy: CON31933485

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured--Designated Person or Organization

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part.

Schedule

Name of Person or Organization:

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

Re: #001.1762.02-RC - 2000/2001 Annual Small Asphalt Patching - PWP-CL-2001-533
(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 as an insured, but only with respect to liability arising out of your operations or premises owned by or rented to you.

2000-2001 ANNUAL ASPHALT REPLACEMENT

Contractor: MIKON CONSTRUCTION
Contact: ROBERT
Phone: 368-0822

(SCALE
NONE)

Legend

○ Day work
device

≡ Type III
barricade

▨ work area

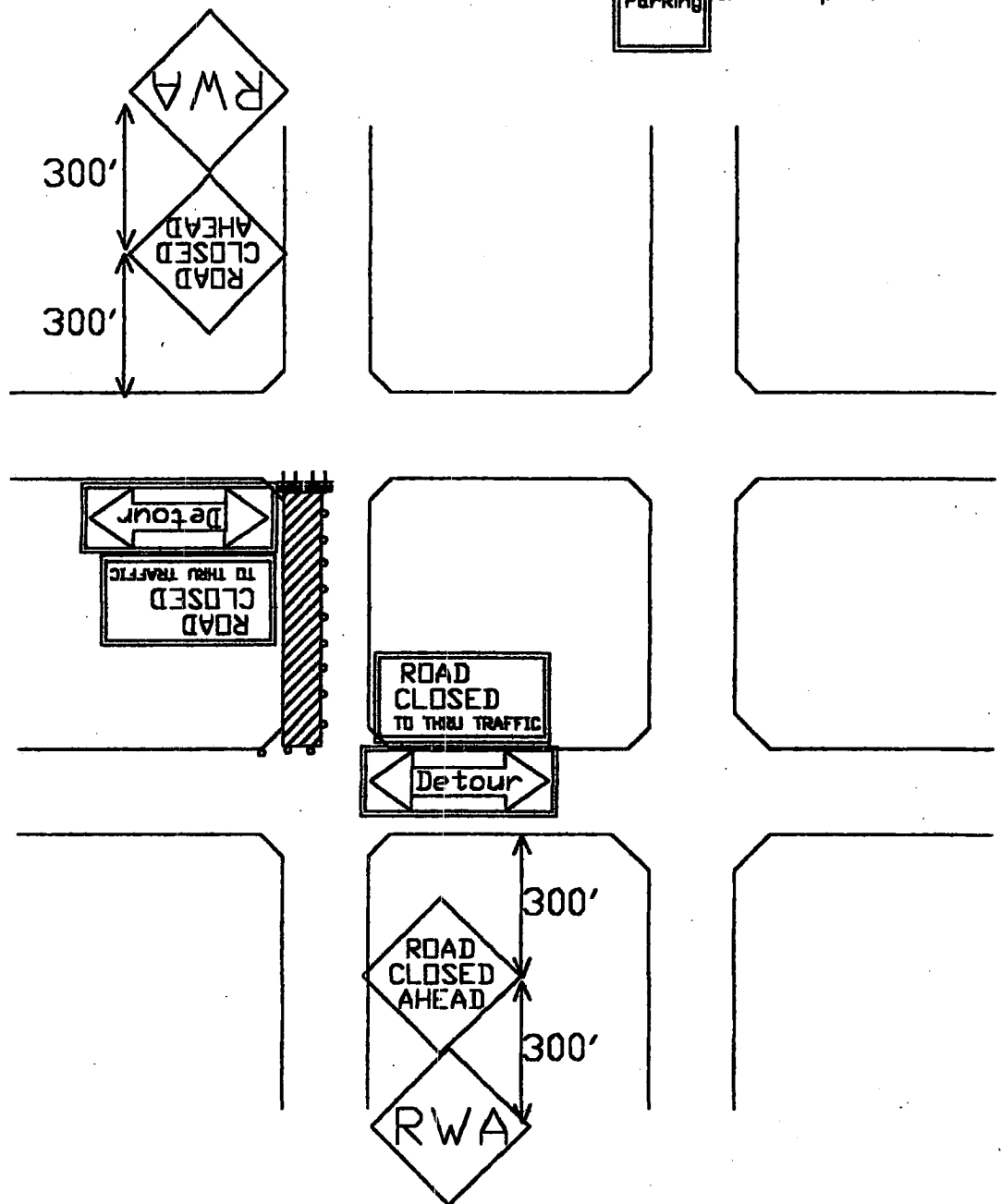
-CONTRACTOR NOTES-

- 1) Maintain access or notify
of any affected driveways to all
residents, business & emergency
vehicles at all times
- 2) Maintain 10' travel
lanes at all times
- 3) All set-ups & devices will
be in accordance with
M.U.T.C.D standards

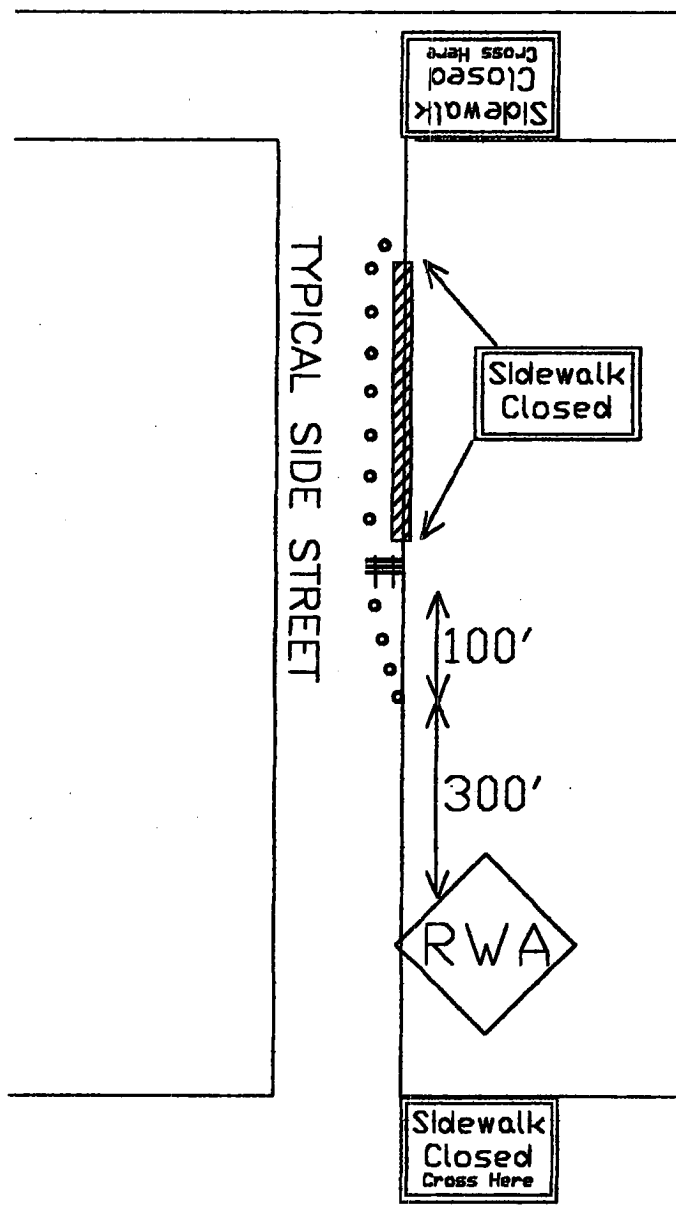
TYPICAL ROAD CLOSED
TO THRU TRAFFIC
(25 MPH)



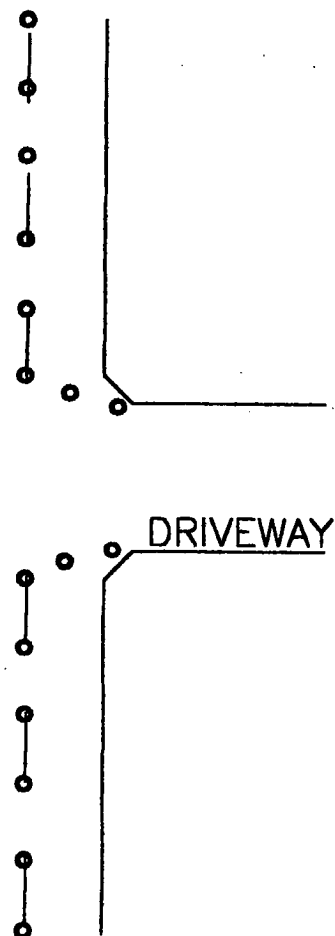
As needed
24hrs prior

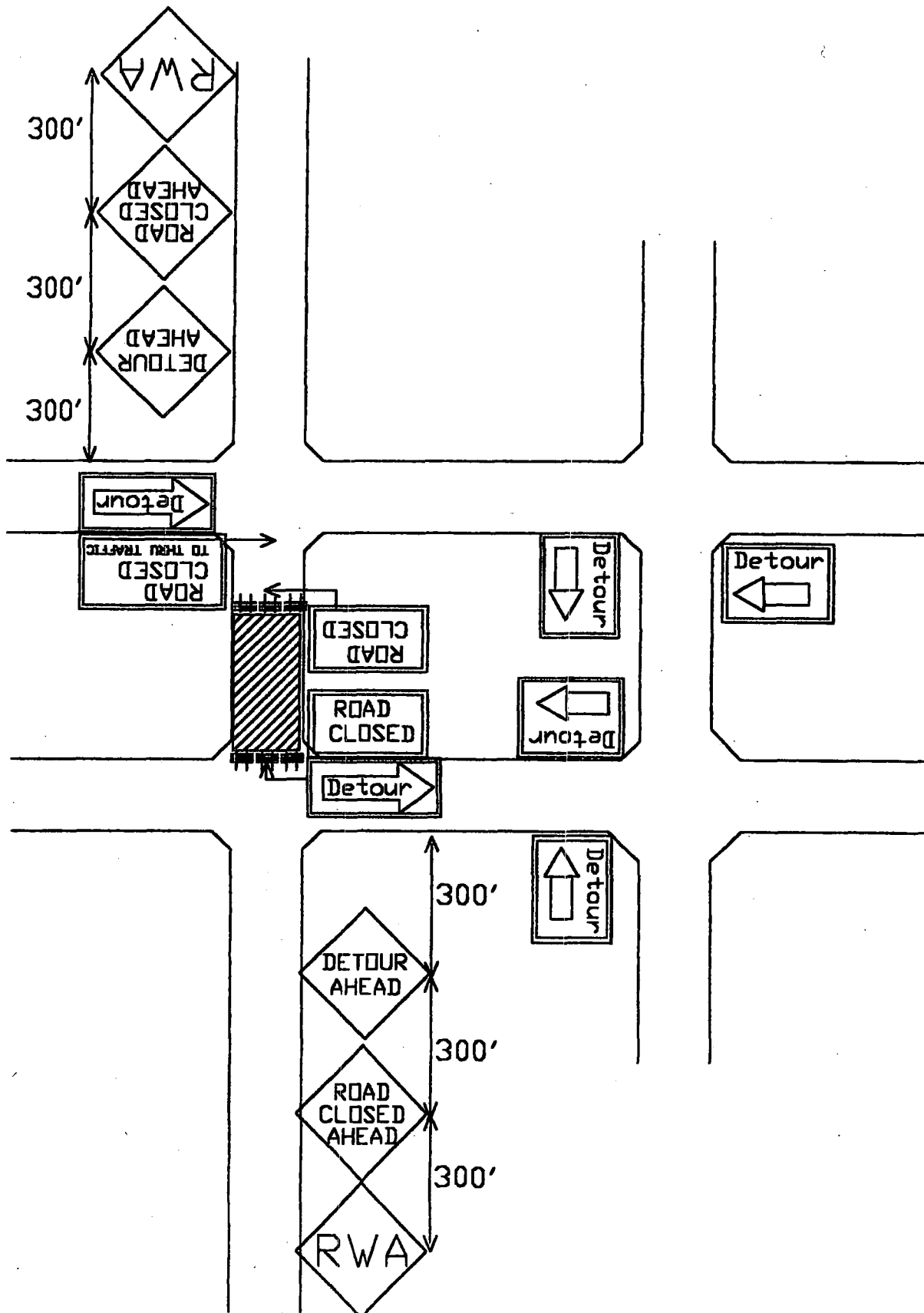


NO Parking As needed
24hrs prior



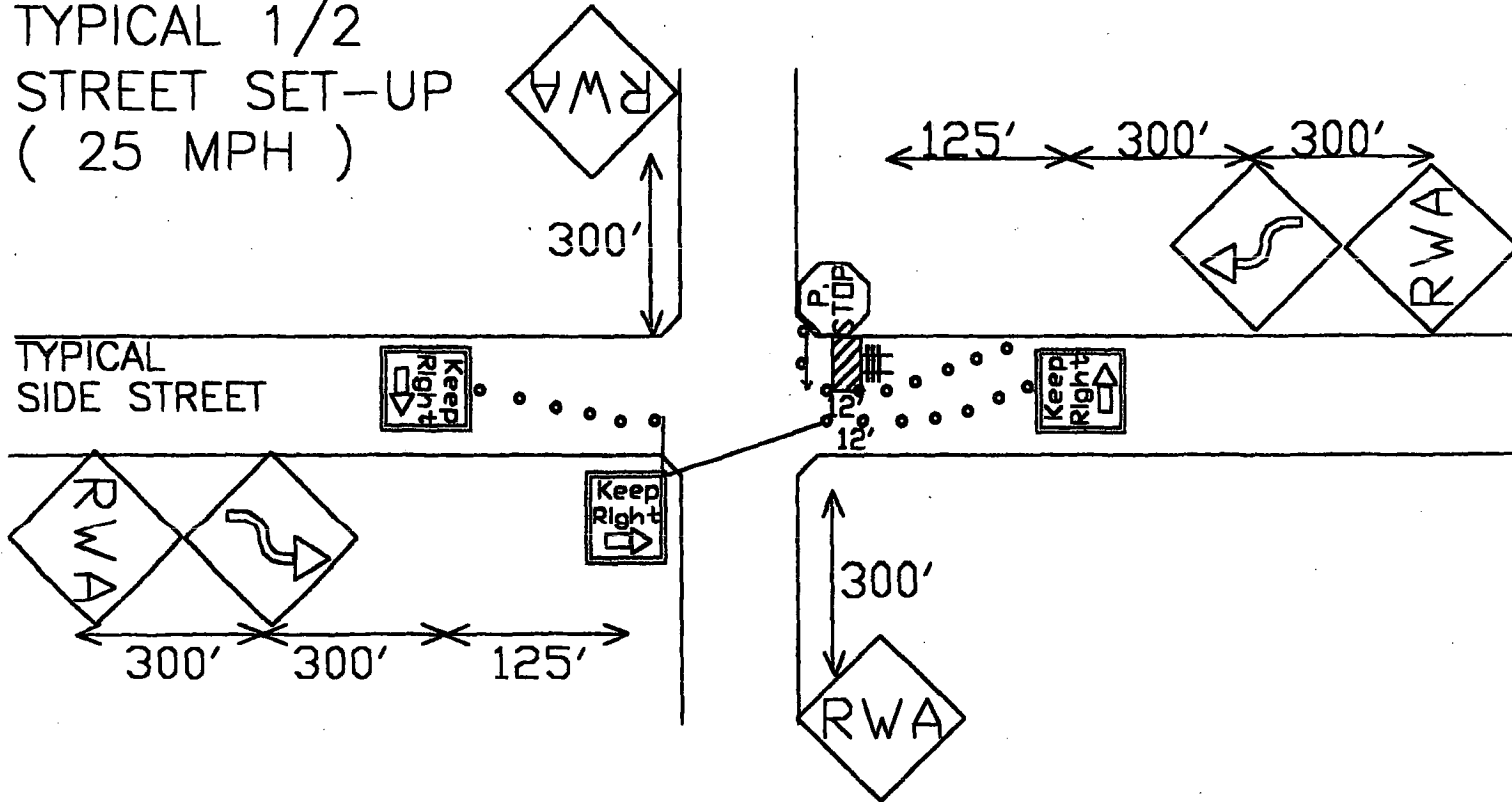
TYPICAL DRIVEWAY ACCESS



TYPICAL ROAD CLOSURE
RESIDENTIAL (25 MPH)As needed
24hrs prior

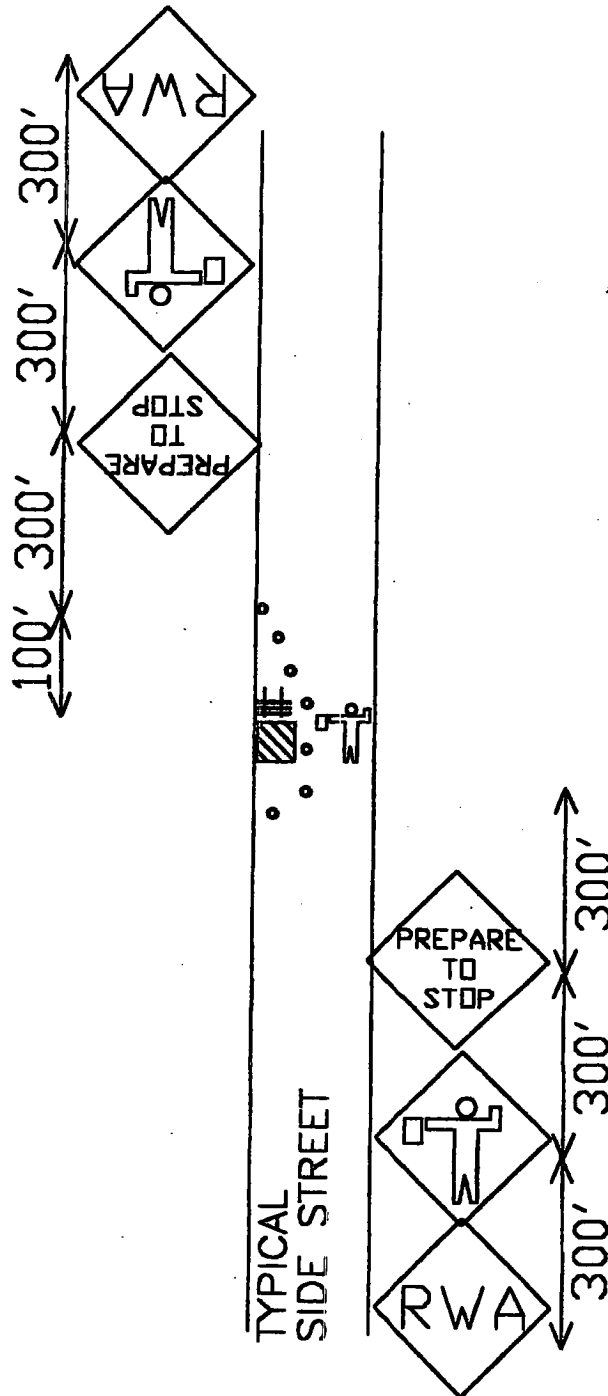
TYPICAL 1/2
STREET SET-UP
(25 MPH)

TYPICAL
SIDE STREET



As needed
24hrs prior

TYPICAL FLAGMAN
SET-UP
(25 MPH)



City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 01.1762.04-RC, Annual Crack Seal - Department of Public Works - Award recommended to: CPM WEST (Estimated annual amount \$500,000 - Special Revenue Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$500,000**☒**Budget Funds Available****Dept./Division: Public Works/Streets & San.**☐**Augmentation Required****Funding Source: Special Revenue Fund****PURPOSE/BACKGROUND:**

Pavement Managements' Annual Contract for Crack Seal. Work consists of removal of dirt and debris from pavement cracks and application of herbicide to cracks containing vegetation. After surface preparations, rubber asphalt crack sealant shall be applied as directed within the CLV right-of-way or on CLV property. The location and extent of any additional work shall be designated by the Engineer and scheduled based upon availability of funding. The contract term will be from the date of award through May 1, 2002, including four one-year renewal options.

POC: Cory Newcombe - (702) 251-8000

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.1762.04-RC, Annual Crack Seal to CPM WEST, in the estimated annual amount of \$500,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 47**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 47 – Bid No. 01.1762.04-RC

MOTION – Continued:**Item 22:** DENIED under separate action (see individual item)**Items 55 and 69:** APPROVED under separate actions (see individual items)**Item 64:** ABEYANCE to 6/20/2001 under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT**☐ **DISCUSSION****SUBJECT:**

Approval of rejection of bidder and award of Bid Number 010079-TC, for the purchase of Street Sweepers and Tractor Loader Backhoe - Department of Field Operations - Award recommended to: Lot II, Tractor Loader Backhoe - HERTZ EQUIPMENT (\$57,749 - Capital Projects Fund) and Lot III, Regenerative Sweeper - SNE EQUIPMENT (\$201,130 - Capital Projects Fund)

Fiscal Impact☐**No Impact****Amount: \$258,879**☒**Budget Funds Available****Dept./Division: Public Works/Field Operations**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

Two regenerative sweepers and one tractor loader backhoe for use by Streets and Sanitation.

Award of Lot I is postponed until the sample machine is tested and approved.

The low bidder for Lot II is disqualified and deemed non-responsive based upon Instruction to Bidders, paragraph 9 (a) and (f), Disqualification of Bidders, which is considered material in nature. Lot II will be awarded to the second low bidder.

Lot III will be awarded to the low bidder.

POC: Lot II - Hertz Equipment - Rick Roche - (702) 210-8090

POC: Lot III - SNE Equipment - Lee Tonan - (702) 320-6500

RECOMMENDATION:

That the City Council approve the rejection of bidder and approve the award of bid number 010079-TC, purchase of two sweepers and one tractor loader backhoe to Hertz Equipment in the amount of \$57,749 for Lot II and SNE Equipment in the amount of \$201,130 for Lot III.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 48**

CITY COUNCIL MEETING OF MAY 16, 2001
Finance and Business Services
Item 48 – Bid No. 010079-TC

MOTION – Continued:

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ CONSENT☐ DISCUSSION**SUBJECT:**

Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts for the period from date of award through June 30, 2002, with renewal options as long as the bidding exemption exists (DR) - Department of Public Works - Award recommended to: PARKSON CORP. (\$250,000 - Enterprise Fund)

Fiscal Impact☐

No Impact

Amount: \$250,000

☒

Budget Funds Available

Dept./Division: Public Works/Environmental

☐

Augmentation Required

Funding Source: Enterprise Fund

PURPOSE/BACKGROUND:

This request will provide for an annual requirements contract for replacement of original equipment manufacturer (OEM) parts for the Hycor Bar Screens at the Water Pollution Control Facility's Bar Screen Building. The contract period will be from date of award through June 30, 2002 with one year renewal options as long as the bidding exemption exists.

This request is exempt from the competitive bidding requirements pursuant to NRS 332.115 1(a): Items which may only be contracted from a sole source.

POC: Brent Erwin - (847) 235-1045

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an ARC for replacement of OEM parts to Parkson Corp., for the period of date of award through June 30, 2002, with one year renewals as long as the bidding exemption exists in the estimated annual usage of \$250,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to APPROVE Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - UNANIMOUS with MACK abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, McDONALD abstaining on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 49**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 49 – Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts – Recommended to Parkson Corporation

MOTION – Continued:**Item 22:** DENIED under separate action (see individual item)**Items 55 and 69:** APPROVED under separate actions (see individual items)**Item 64:** ABEYANCE to 6/20/2001 under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Approval of Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities - Department of Public Works - Award recommended to: R.K. RICKS (\$200,000 - Capital Projects Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$200,000**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

This modification will provide additional funding to cover the increased work orders for maintaining the regional flood control facilities located within City limits.

POC: Russell Ricks - (702) 270-6938.

RECOMMENDATION:

That the City Council approve Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities to R.K. Ricks in the amount of \$200,000.

BACKUP DOCUMENTATION:

Contract Modification Form

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **MCDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

CITY OF LAS VEGAS CONTRACT MODIFICATIONDATE: April 10, 2001BID# 01.1730.12-1B PURCHASE ORDER #: 210409

SUPPLEMENT #:

MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR:

R.K. Ricks
242 Water Bridge Ct.
Henderson, NV 89012

CONTRACT DESCRIPTION:

Annual Maintenance of Flood Control Facilities 2000, 2001

DESCRIPTION AND REASON FOR MODIFICATION:

Increase blanket purchase order amount from \$1,000,000 to \$1,200,000 to compensate contractor for annual maintenance of regional flood control facilities located within City limits.

CONTRACT CONTINGENCY AMOUNT: \$ -0-REMAINING: \$ -0-

PRICE OF THIS MODIFICATION (WRITTEN):

DOLLARS: **\$200,000****Two Hundred Thousand Dollars**TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): **Zero Days**# DAYS: -0-ORIGINAL COMPLETION DATE: **June 30, 2001**

NEW COMPLETION DATE:

PRICE OF ORIGINAL CONTRACT:\$ **1,000,000.00**PRICE OF ALL PREVIOUS MODIFICATIONS:\$ -0- (# _____ through _____)PRICE OF THIS MODIFICATION:\$ **200,000.00**PRICE OF CONTRACT (INCLUDING THIS MODIFICATION): **\$ 1,200,000.00**

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

DEPARTMENT:

DIRECTOR APPROVAL: *[Signature]*DIRECTOR GENERAL SERVICES APPROVAL: *[Signature]*DEPUTY CITY MANAGER APPROVAL: *[Signature]*

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

APPROVED:

MAYOR

Russell Ricks
 (NAME OF CONTRACTOR)

BY R.K. Ricks

4-12-01
 DATE

President / Owner
 (TITLE)

[Signature]
 CITY MANAGER APPROVAL

CHIEF, PURCHASING AND CONTRACTS DIVISION

ATTEST:

CLV 7042

P&C 6/8/94

1210-020-6/94

[Signature]
 (SIGNATURE)

5/18/2001
 (DATE)

[Signature]
 (CITY CLERK)

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Joinder Agreement to authorize the use of Clark County Bid Number 4189-98 (KF) for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service for the period from June 1, 2001 through May 31, 2002, with two (2) one-year options to renew - Department of Information Technologies - Award recommended to: RECOMM WIRELESS (Estimated annual amount of \$200,000 - General & Internal Service Funds)

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

On May 24, 1999, the City Council approved the authorization to use Clark County Bid Number 4189-98 for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service. This request will increase the award amount from \$50,000 to \$200,000 to allow for the increase in requirements.

This purchase is exempt from competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contract of other local governments.

POC: Wendi Rosen - (702) 491-9149

RECOMMENDATION:

That the City Council approve the use of Clark County Bid #4189-98, portable wireless digital private & group two-way voice integrated telephones & service, from June 1, 2001 through May 31, 2002 with two (2) one-year options to renew with Recomm Wireless in the estimated annual amount of \$200,000.

BACKUP DOCUMENTATION:

Joinder Agreement

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining

*City of Las Vegas***Agenda Item No. 51**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 51 – Approval of Joinder Agreement for the use of Clark County Bid No. 4189-98

MOTION - Continued

on Item 22 for the same reason, and GOODMAN abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED under separate action** (see individual item)

Items 55 and 69: **APPROVED under separate actions** (see individual items)

Item 64: **ABEYANCE to 6/20/2001 under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

JOINDER AGREEMENT

THIS AGREEMENT is made and entered into this 18th Day of May, 2001, by and between the City of Las Vegas, a municipal corporation within the State of Nevada (herein the "City") and ReComm, Business Communications Solutions (herein the "Vendor"),

RECITALS

WHEREAS, the Vendor and Clark County (herein "the County") have entered into a Contract for Bid Number 4189-98, (herein the "Vendor Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the vendor; and

WHEREAS, the City desires to use the Vendor Contract between the Vendor and the County and

WHEREAS, the City and Vendor intend to enter into this Agreement between themselves using the terms, conditions and specifications of the Vendor Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and specifications of the Vendor Contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

2. The Vendor hereby authorizes and consents to the City using the Vendor Contract as the basis for this Agreement between the Vendor and City, and the City hereby agrees in consideration of such authorization and consent, to be bound to the terms, conditions and specifications of the Vendor Contract.

3. The Vendor Contract is based upon the estimated procurement figures of the County. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Vendor Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements thereunder by the City significantly increase over the estimated amounts in the Vendor Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Vendor Contract. In the event that the Vendor Contract is terminated for any reason, including the County's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the County fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Vendor Contract pursuant to the terms of the Vendor Contract. In addition thereto, if not so provided in the Vendor Agreement, the City shall have the right to terminate this Agreement for any reason whatsoever and such termination shall be effective thirty (30) calendar days after receipt of written notice thereof, as provided in Section 8.

6. Any change or modification to the Vendor Contract between the Vendor and the County shall be applicable to the City. In the event that such change or modification adversely impacts the City, the City may terminate its participation in the Vendor Contract.

7. All notices or other communications given in connection with this Agreement shall be made in writing and either delivered in person, or via United States Postal Service, overnight courier service or United Parcel Service to the following addresses:

Vendor Name: ReComm Business Communications Solutions
Wendi Rosen
3993 S. Industrial Road
Las Vegas, NV 89103
702/699-9090

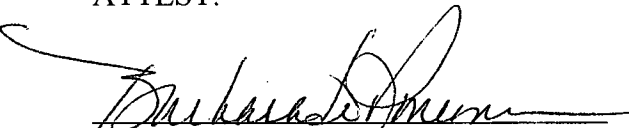
City: City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Greg Herlean
Division Manager, Purchasing & Contracts
PH: (702) 229-6231
Fax #: (702) 464-2569

8. Notwithstanding any of the foregoing, this Agreement shall not change or

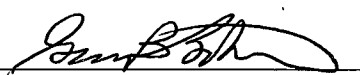
modify any of the provisions of the Vendor Contract with the County.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement as of the date set forth in the first paragraph above.

ATTEST:


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor
"City"

APPROVED AS TO FORM:

Robert S. Zivari 4-20-01

ReComm Business Communications
Solutions

By: Wendi Rosen
Its: Manager
"Vendor Representative Title"

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VICENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software for the city-wide computer network (CW) - Department of Information Technologies - Award Recommended to: MICROSOFT CORPORATION (Estimated annual amount of \$95,000 - General Fund)

Fiscal Impact☐**No Impact****Amount: \$95,000**☒**Budget Funds Available****Dept./Division: Information Technologies**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This request provides for an annual contract with Microsoft Corporation to provide technical support maintenance of existing and additional Microsoft software used on the city-wide computer network.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), items which may only be contracted from a sole source.

POC: Roger Bruist - (425) 704-4864

RECOMMENDATION:

That the City Council approve the Agreement and the issuance of a purchase order for technical support maintenance of Microsoft software to Microsoft Corporation in the estimated annual amount of \$95,000 for the period from May 25, 2001 through May 24, 2002.

BACKUP DOCUMENTATION:

Agreement, including exhibit consisting of Disclosure of Principal synopsis (Full Disclosure package may be provided upon request)

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

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

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 52 – Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software

MOTION – Continued:**Item 22: DENIED under separate action** (see individual item)**Items 55 and 69: APPROVED under separate actions** (see individual items)**Item 64: ABEYANCE to 6/20/2001 under separate action** (see individual item)**MINUTES:**

There was no related discussion.

(9:31 – 9:33)

1-776

Premier Support Contract Number: _____

MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION

This Premier Support Services Description ("Services Description") is entered into as of 5/16/2001 ("Effective Date") between Microsoft Corporation ("Microsoft") and City of Las Vegas ("Customer"). This Services Description is an attachment to the Microsoft Master Services Agreement ("Agreement"), number 99-00953, and is subject to all of the terms and conditions of that Agreement. The term of this Services Description is twelve (12) months from the Effective Date.

1. OVERVIEW. This Services Description describes the specific areas of service, responsibilities, fees, and terms associated with Premier Support. Prerequisites and assumptions associated with providing these services are also included. Premier Support focuses on the following key areas of service:

- **Account Management** from an assigned Technical Account Manager ("TAM") to build and maintain technical relationships with Customer's key management and support staff and ensure each element of Premier Support meets Customer's business requirements.
- **Proactive Services** to help prevent problems and increase system availability.
- **Information Services** to equip Customer's staff with the latest knowledge on Microsoft products to enhance Customer's in-house support capabilities.
- **Technical Support** providing Customer staff round-the-clock access to Microsoft support professionals for rapid resolution of complex problems.

2. PREREQUISITES AND ASSUMPTIONS. This Services Description is based upon the following Prerequisites and Assumptions:

- Except where specifically noted, all services will be provided remotely from Microsoft to customer locations in the United States and Canada. Where onsite visits are mutually agreed, Customer will be billed for reasonable travel and living expenses. In addition, all services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing.
- The Supported Products under this Services Description encompass only United States and French Canadian versions of released Microsoft products except those listed at <http://support.microsoft.com/support/supportnet/suppobsolence.asp> in the Discontinued Products List.
- A list of specific products eligible for pre-release support will be posted on the Premier Online Support website. The availability of support services for those pre-release products may vary, including limits on the hours or days of the week during which support is available.
- All services, including any additional services purchased shall be forfeited if not utilized during the term of this Services Description.

3. MICROSOFT RESPONSIBILITIES. Microsoft will provide the following Premier Support services:

3.1 Account Management. Account Management services are delivered by the TAM and are intended to help coordinate and streamline the support relationship. The TAM is Customer's advocate within Microsoft and facilitates a team that provides proactive services, technical support, and information services. The TAM also serves as the point of information delivery and customer feedback to the product groups, quality and testing labs, research and development, and other Microsoft groups. Customer should plan for the utilization of Account Management time to ensure sufficient TAM availability for Proactive Services.

- a. Orientation and Planning Session. At the commencement of this Services Description, an Orientation and Planning session will be conducted with Customer management and staff to discuss the services available, gather input, and jointly develop a Service Delivery Plan. This meeting will be held via teleconference unless an onsite visit has been purchased.
- b. Escalation Management. Incidents that require escalation to Microsoft technical and management resources will be closely managed to expedite resolution. It is important that Customer also provide an internal escalation process to facilitate communication between management levels in Microsoft and Customer as appropriate.
- c. Service Delivery Plan. The Service Delivery Plan will represent a roadmap for using Premier Support services during the year. Components of the plan may include high-level objectives, overview of major projects, key satisfaction drivers, resource requirements, and a schedule of planned activities.
- d. Status Meetings and Reporting. On a regular basis, a status report will be prepared which will summarize services delivered during the previous period and assess progress against the Service Delivery Plan. Status meetings will be conducted to discuss service activities, review and/or modify the service delivery plan, monitor Customer satisfaction levels, and discuss actions required. These meetings will be held via teleconference unless otherwise agreed.

3.2 Proactive Services. Proactive Services help Customer in planning and preparing for effective systems management and operations. Customer should plan for the utilization of Proactive Services to ensure sufficient TAM availability for Account Management activities. Proactive Services can include the following:

- a. Support Consulting. Microsoft can provide support consulting to identify and help prevent common support issues to decrease the likelihood of system outages and reduce total costs.
- b. Supportability Reviews (for Level D, available as add-on only). Microsoft can conduct supportability reviews to provide a systems assurance review of a plan for a specific system implementation, migration, or upgrade and may provide recommendations for a more stable and supportable environment. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document the review results. In order for Microsoft to complete a review during the term of this Services Description, applicable data must be submitted to Microsoft no later than 60 days prior to expiration.
- c. Availability Workshops (for Level D, available as add-on only). Microsoft can conduct knowledge transfer workshop(s) emphasizing Microsoft technologies and oriented toward product-specific operational best practices as it relates to achieving high levels of availability. Workshops are instructor-led training sessions with hands-on lab exercises. Materials such as training documentation, white papers, and tools are provided as applicable. These services may be offered at Customer or Microsoft facilities. Specifications for configuring workshop-training environment delivered at Customer's location will be provided to Customer prior to the actual delivery of the workshop.

3.3 Information Services. Information Services provide technical information about Microsoft products and support tools that enable Customer to implement and operate Microsoft products in an efficient and effective manner.

- a. Premier Online Support website.¹ The Premier Online Support website provides secured access to the following information resources:
 - Regularly updated Product Newsflashes documenting the key support and operational information about Microsoft products.
 - Critical Problem Alerts notifying Customer in advance of potentially high-impact problems.
 - Web Response tool for submitting and checking status on support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides used by Microsoft support professionals.
- b. Participation in Expert Roundtables. Expert Roundtables are regularly scheduled teleconference discussions led by Microsoft program managers, developers and support professionals covering key areas of Microsoft technology.
- c. Microsoft TechNet Plus Subscription. A single server license of TechNet Plus provides a comprehensive information resource distributed on CD-ROM that includes 300,000 pages of technical documentation, Resource Kits, and Service Packs.
- d. Microsoft Developer Network Subscription. A Universal Edition - single user license of the Microsoft Developer Network provides an extensive collection of programming information, development toolkits, and sample code library delivered on CD-ROM.

3.4 Technical Support. Premier Support includes problem resolution services for technical issues involving Microsoft products.

- a. Incident Submission and Resolution. An "incident" is defined as a single support issue and the reasonable effort(s) needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each subordinate problem shall be considered a separate incident. Before Microsoft provides support for an incident, Customer and Microsoft's support professional(s) must agree on what the problem is and the parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution.

Customer will have preferred access to Microsoft support professionals 24 hours a day, 7 days a week. Incidents may be submitted via telephone or electronically through the Premier Online Support website by the Customer Support Manager ("CSM") and designated Customer Contacts. The incident severity will determine the response levels within Microsoft and the estimated response times are defined in the following table:

¹ The current minimum requirements for accessing the Premier Online Support website include Internet Explorer 3.x or later (or Netscape Communicator 3.x or later), enabling the SSL port (443) if connecting from behind a firewall, SSL2.0 or 3.0, and enabling cookies. These requirements are subject to change at any time.

Severity	Definition	Estimated Initial Response Time
A	- System, Network, Server, or Critical Application down situation severely impacting customer production and/or profitability - High-impact problem in which production, operations, or development are proceeding but impacted to the extent that production and/or profitability will be severely impacted within several days	Immediate
B	- High-impact problem where production is proceeding, but in a significantly impaired fashion - Time sensitive issue important to long-term productivity that is not causing an immediate work stoppage	Immediate - 2 hours
C	Important issue which does not have significant current productivity impact for the customer	Immediate - 4 hours
D	Issue requires no further action beyond monitoring for follow-up if needed	N/A

- b. Hotfix Support. In situations where Microsoft cannot provide a satisfactory resolution to Customer's critical problem through normal support methods, Microsoft may engage its product development team to create a hotfix to the Microsoft product. Hotfixes are designed to address a specific Customer situation and may not be distributed outside the Customer organization without written consent from Microsoft. Hotfixes are not regression tested, although collections of hotfixes are periodically made available through rigorously tested Service Packs.
- c. Remote Dial-In. At Customer's request, Microsoft will access Customer's system via remote dial-in to analyze problems. This is done with Customer's permission only, and Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is the property of Microsoft and will be returned to Microsoft promptly upon request.
- d. Multivendor Coordination. Microsoft will work with your other key vendors to resolve problems in a heterogeneous environment. When problems reported on Microsoft products involve interactions with other vendors' products and Customer has a support agreement with that vendor, Microsoft will share diagnostic information and collaborate to provide a solution.
- e. Onsite Emergency Support. In critical situations, Customer may request onsite emergency support as a separate and distinct billable service. Onsite emergency support is subject to Microsoft resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

4. CUSTOMER RESPONSIBILITIES. This section describes the roles and responsibilities required by Customer. Microsoft's performance is predicated upon the following responsibilities being fulfilled by Customer in accordance with this Services Description.

- Customer will designate a Customer Support Manager (based in the United States or Canada) who will be responsible for leading the Customer team and will manage all Customer activities, tasks, and responsibilities associated with this Services Description.
- Customer will work with Microsoft to plan for the utilization of Account Management and Proactive Services based upon the service level purchased and will provide feedback to the TAM on a regular basis.
- Customer can designate four Named Contacts (including CSM) and each will be supplied with an individual account number.
- Customer may identify two types of Group Contacts as follows:
 - One type with shared account IDs that provide access to the Premier Online Support website for information content and the ability to submit incidents via web or telephone.
 - One type with shared account IDs that provide access to the Premier Online Support website for information content only.
- The CSM will manage Customer's process for submitting incidents to Microsoft and is responsible for establishing a process within Customer's organization for controlling the submission of incidents. Customer is responsible for setting the initial severity (A through C for new issues) and can request a change in severity at any time. The table below identifies severities that may be assigned to an incident and Customer responsibilities at each level:

Severity	Customer should be prepared to:
Severity A	- Commit appropriate resources to be available to provide additional information within one day of Microsoft's request - Make reasonable efforts to apply suggested solutions within a half day of receipt
Severity B	- Begin the process required to provide additional information to resolve the problem within one day of Microsoft's request - Make reasonable efforts to apply the solution provided by Microsoft within one day of receipt
Severity C	Monitor and respond as necessary
Severity D	Monitor as necessary

- Customer may be asked to perform problem determination activities as suggested by Microsoft. Problem determination activities may include performing network traces, capturing error messages, and collecting configuration information. Customer may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes.
- Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures. Microsoft may be able to assist in reconstructing data files in the absence of sound backup procedures, but results cannot be guaranteed and these activities will be considered a separate and distinct billable service.

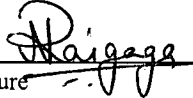
5. **PREMIER SUPPORT FEES.** Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description and payable within 30 days. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment.

Service Level	Description of Services	Price (US\$)
☐ SLG Premier Support Package	• Up to 400 TAM hours for Account Management, Proactive Services and Escalation. • 1 Microsoft TechNet Plus (single server) subscription • 1 Microsoft Developer Network (Universal edition—single user) subscription • Unlimited user access to the Premier Online Support website • Up to 30 Enterprise support incidents • Up to 12 Developer support incidents • 1 Shared Service Desk Account • 1 Shared Web Account • 2 Onsite TAM visits (up to 4 days in length)	\$89,360

Customer may request changes or additions to this Services Description at any time. Additional services will be invoiced at the prevailing price at the time services are rendered or upon acceptance of an addendum to this Services Description. The following additional Premier Support services are available:

- Incidents
- Proactive Services

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Services Description as indicated below.

MICROSOFT CORPORATION for JAMES WARD		Corporate Name of Customer	
By: <u></u>	By: <u></u>		
Signature	Signature		
JAMES WARD	OSCAR B. GOODMAN		
Name (Print)	Name (Print)		
Group Manager, Premier Support	MAYOR		
Title	Title		
4/18/01	5/18/2001		
Date	Date		

Attest:

By


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Robert S. Sylvan 4-26-01
Date

Microsoft and Customer Contacts:

Customer Name: City of Las Vegas

Contacts for questions and notices about this Service Description:

Microsoft	Customer
Name: Margaret Gardiner	Name:
Address: One Microsoft Way BP-8 Redmond, WA 98052-6399	Address: _____ _____ _____
Phone: (425) 704-4864	Phone: ()
Email: margardi@microsoft.com	Email:
Facsimile: (425) 936-7329	Facsimile: ()

Customer Named Contacts:

Please provide full details for the CSM and each Named Contact. Any subsequent changes to the Named Contacts should be submitted to the TAM by the CSM.

CSM Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()
Named Contact Name:	Named Contact Name:
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Memorandum

City of Las Vegas
Finance and Business Services
Purchasing and Contracts Division

To: To Whom It May Concern
From: Mark Vincent
CC: File
Date: May 9, 2001
Re: Microsoft Disclosure

Pursuant to City of Las Vegas' Resolution to disclose ownership for publicly held corporation, we have extracted Microsoft's Board of Directors and principal shareholders that are herein attached.

The complete 400+ disclosure package is available for review at the City Clerk's office.

Attach.

Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe.

8

<PAGE>

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

September 24, 1999

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Robert A. Eshelman, General Counsel,
Finance and Operations; Assistant Secretary

9

<PAGE>

SCHEDULE I DIRECTORS AND EXECUTIVE OFFICERS OF MICROSOFT CORPORATION

The name, present principal occupation or employment, and the name of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of Microsoft Corporation ("Microsoft") is set forth below. With the exception of (i) Bernard P. Vergnes and Michel Lacombe, who are citizens of France, (ii) Joachim Kempin, who is a citizen of Germany, and (iii) Orlando Ayala Lozano, who is a citizen of Columbia, each person listed in Schedule I hereto is a citizen of the United States. The business address of each executive officer and director is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052.

<TABLE>

<CAPTION>

Directors	Title\Occupation
<S>	<C>
William H. Gates	Chairman of the Board; Chief Executive Officer,
Paul G. Allen	Founder, Asymetrix Corp.; Owner, Interval Resear Ventures Inc.
Jill E. Barad	President and Chief Executive Officer, Mattel, I
Richard A. Hackborn	Executive Vice President, Hewlett-Packard Compan
David F. Marquardt	General Partner, Technology Venture Investors an
Wm. G. Reed, Jr.	Chairman, Simpson Investment Company (retired)

Jon A. Shirley

President and Chief Operating Officer, Microsoft

Executive Officer	Title
William H. Gates	Chairman of the Board; Chief Executive Officer
Steven A. Ballmer	President
Robert J. Herbold	Executive Vice President; Chief Operating Office
Frank M. (Pete) Higgins	Group Vice President, Interactive Media
Paul A. Maritz	Group Vice President, Platforms and Applications
Nathan P. Myhrvold	Group Vice President; Chief Technology Officer
Jeffrey S. Raikes	Group Vice President, Sales and Support
James E. Allchin	Senior Vice President, Personal and Business Sys
Orlando Ayala Lozano	Senior Vice President, South Pacific and America
Joachim Kempin	Senior Vice President, OEM, Internet Customer Un
Michel Lacombe	Senior Vice President, Europe, Middle East, and President, Microsoft Europe
Robert L. Muglia	Senior Vice President, Applications and Tools Di
Craig Mundie	Senior Vice President, Consumer Platforms Divisi
William H. Neukom	Senior Vice President, Law and Corporate Affairs
Bernard P. Vergnes	Senior Vice President, Microsoft; Chairman, Micr
Gregory B. Maffei	Vice President, Finance; Chief Financial Officer

</TABLE>

10

</TEXT>

</DOCUMENT>

<DOCUMENT>

<TYPE>EX-3

<SEQUENCE>2

<DESCRIPTION>FORM OF VOTING AGREEMENT

<TEXT>

<PAGE>

Exhibit 3

VISIO VOTING AGREEMENT

This Voting Agreement (this "Agreement") is made and entered into as of September 14, 1999, between Microsoft Corporation, a Washington corporation ("Parent"), and the undersigned Shareholder ("Shareholder") of Visio

Except as otherwise set forth in the Agreement of Merger, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, the Parent has any present plans or proposals which relate to or would result in (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing the Shares to cease to be authorized to be quoted on the National Market System of the National Association of Securities Dealers Automated Quotation System; (ix) the Shares becoming eligible for termination of registration pursuant to Section 12(g) (4) of the Exchange Act; or (x) any action similar to any of those actions set forth in this Paragraph.

Item 5. Interest in Securities of the Issuer.

The following table sets forth the number of shares beneficially owned by each of the Reporting Persons as of April 29, 1996.

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
John W. Sidgmore	1,138,127 (2)
Richard L. Adams, Jr.	4,703,375 (3)
Daniel C. Lynch	67,490 (4)
Les B. Strauss	82,105 (5)

</TABLE>

(Page 40 of 47 pages)

<PAGE> 41

CUSIP NO. 918096 10 8

13D

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
Microsoft Corporation	4,164,000
Accel IV L.P.	2,958,403
Accel IV Associates L.P.	2,958,403
Accel Keiretsu L.P.	61,365
Accel Investors '93 L.P.	119,499
Ellmore C. Patterson Partners	71,054

Swartz Family Partnership	2,958,403
James W. Breyer	3,077,902
Luke B. Evnin	2,958,403
Donald A. Gooding	600
Donald A. Gooding	3,077,902
Paul H. Klingenstein	3,077,902
Arthur C. Patterson	71,054
Arthur C. Patterson	3,139,267
G. Carter Sednaoui	600
G. Carter Sednaoui	2,957,803
James R. Swartz	3,139,267
New Enterprise Associates V Limited Partnership	3,229,698
NEA Partners V, Limited Partnership	3,229,698
Frank A. Bonsal, Jr.	3,229,698
Nancy L. Dorman	3,229,698
C. Richard Kramlich	3,229,698
Arthur J. Marks	3,229,698
Thomas C. McConnell	3,229,698
Charles W. Newhall III	3,229,698
Menlo Ventures IV, L.P.	2,563,031
Menlo Evergreen V, L.P.	666,667
MV Management IV, L.P.	3,229,698
Thomas H. Bredt	3,229,698
John W. Jarve	3,229,698
Douglas C. Carlisle	3,229,698

</TABLE>

(Page 41 of 47 pages)

<PAGE> 42

CUSIP NO. 918096 10 8

13D

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
H. Dubose Montgomery	3,229,698

</TABLE>

- (1) The beneficial owner has sole voting and dispositive power, subject to the Agreement described in the Explanatory Note on page 36.
- (2) Includes 46,672 shares held in trust of which Mr. Sidgmore is the trustor and sole trustee, and 5,500 shares issuable upon exercise of options, all of which are vested.
- (3) Includes 3,375 shares issuable pursuant to options, all of which are vested.

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
MICROSOFT CORPORATION	
Name	ONE MICROSOFT WAY
Address	REDMOND, WA 98052-6399
Telephone	425-882-8080
EIN or DUNS	08-146-6849

Block 2	Description
Subject Matter of Contract/Agreement	
MICROSOFT PREMIER SUPPORT SERVICES	
RFP#	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation	

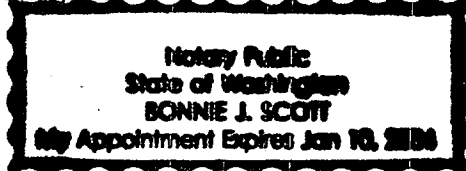
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5	DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.		
Name of Attached Document: <u>SCHEDULE 13 D FILINGS</u>		
Date of Attached Document: <u>SEE ATTACHMENTS</u> Number of Pages: <u>CONTAINS 16 FILINGS</u>		
*SEE ATTACHMENT		

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity



Subscribed and sworn to before me this 7th day of

May, 2000/2001

Bonnie J. Scott
Notary Public

Margaret Gardiner
Name

5-7-2001

Date

State of Washington
County of King

Signed or attested before me on 7th day of May,
2001 by Margaret Gardiner

Bonnie J. Scott
Notary Public in and for the
state of Washington, residing
in Renton
My appointment expires 01/10/04

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

DFfC7EdXdf1YKPtUo/KLjZX2LjhxB1WhsKft3qP0ZNpzZtTrw6uIRFNpqmvOlWn
NFVgpamQ1AFhlppGNsgOLg==

<SEC-DOCUMENT>0000950133-96-000517.txt : 19960510

<SEC-HEADER>0000950133-96-000517.hdr.sgml : 19960510

ACCESSION NUMBER: 0000950133-96-000517

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 6

FILED AS OF DATE: 19960509

SROS:

NASD

GROUP MEMBERS: ACCEL INVESTORS '93 L.P.

GROUP MEMBERS: ACCEL IV ASSOCIATES L.P.

GROUP MEMBERS: ACCEL IV L.P.

GROUP MEMBERS: ACCEL KEIRETSU L.P.

GROUP MEMBERS: ARTHUR C. PATTERSON

GROUP MEMBERS: ARTHUR J. MARKS

GROUP MEMBERS: C. RICHARD KRAMLICH

GROUP MEMBERS: CHARLES W. NEWHALL III

GROUP MEMBERS: DANIEL C. LYNCH

GROUP MEMBERS: DONALD A. GOODING

GROUP MEMBERS: DOUGLAS C. CARLISLE

GROUP MEMBERS: ELLMORE C. PATTERSON PARTNERS

GROUP MEMBERS: FRANK A. BONSAI, JR.

GROUP MEMBERS: G. CARTER SEDNAOUI

GROUP MEMBERS: H. DUBOSE MONTGOMERY

GROUP MEMBERS: JAMES R. SWARTZ

GROUP MEMBERS: JAMES W. BREYER

GROUP MEMBERS: JOHN W. JARVE

GROUP MEMBERS: JOHN W. SIDGMORE

GROUP MEMBERS: LES B. STRAUSS

GROUP MEMBERS: LUKE B. EVNIN

GROUP MEMBERS: MENLO EVERGREEN V, L.P.

GROUP MEMBERS: MENLO VENTURES IV, L.P.

GROUP MEMBERS: MICROSOFT CORP

GROUP MEMBERS: MV MANAGEMENT IV, L.P.

GROUP MEMBERS: NANCY L. DORMAN

GROUP MEMBERS: NEA PARTNERS V, LIMITED PARTNERSHIP

GROUP MEMBERS: NEW ENTERPRISE ASSOCIATES V, LIMITED PARTNERSHIP

GROUP MEMBERS: PAUL H. KLINGENSTEIN

GROUP MEMBERS: RICHARD L. ADAMS, JR.

GROUP MEMBERS: SWARTZ FAMILY PARTNERSHIP L.P.

GROUP MEMBERS: THOMAS C. MCCONNELL

GROUP MEMBERS: THOMAS H. BREDT

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:

UUNET TECHNOLOGIES INC

CENTRAL INDEX KEY:

0000913692

STANDARD INDUSTRIAL CLASSIFICATION:

TELEPHONE COMMUNICATIONS (NO

IRS NUMBER:

541543611

STATE OF INCORPORATION:

DE

FISCAL YEAR END:

1231

FILING VALUES:

FORM TYPE: SC 13D
SEC ACT: 1934 Act
SEC FILE NUMBER: 005-45149
FILM NUMBER: 96558608

BUSINESS ADDRESS:

STREET 1: 3060 WILLIAMS DR
STREET 2: STE 507
CITY: FAIRFAX
STATE: VA
ZIP: 22031

MAIL ADDRESS:

STREET 1: 3060 WILLIAMS DR
STREET 2: SUITE 507
CITY: FAIRFAX
STATE: VA
ZIP: 22031

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME: MICROSOFT CORP
CENTRAL INDEX KEY: 0000789019
STANDARD INDUSTRIAL CLASSIFICATION: SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER: 911144442
STATE OF INCORPORATION: WA
FISCAL YEAR END: 0630

FILING VALUES:

FORM TYPE: SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>UUNET TECHNOLOGIES, INC. SCHEDULE 13 D OF 4/29/96.

<TEXT>

<PAGE> 1

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. _____)*

UUNET Technologies, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

918096 10 8

CUSIP Number

Richard Friedman, Esq.
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, California 94301
(415) 324-7000

(Name, address and telephone number
of person authorized to receive
notices and communications)

April 29, 1996

(Date of Event which requires
filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box: / /

Check the following box if a fee is being paid with this statement: /x/

(A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class. See (Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment

(Page 1 of 47 pages)

<PAGE> 2

CUSIP NO. 918096 10 8

13D

containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Page 2 of 47 pages)

<PAGE> 3

CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: John W. Sidgmore
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

- (b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

1,138,127 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting

- 8) Shared Voting Power

0

- 9) Sole Dispositive Power

Person 1,138,127 (See footnote 1 in Item 5)

With

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 1,138,127

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
3.52%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 3 of 47 pages)

<PAGE> 4

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Richard L. Adams, Jr.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

4,703,375 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

4,703,375 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 4,703,375

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
14.58%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 4 of 47 pages)

<PAGE> 5

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Daniel C. Lynch
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

	4)	Source of Funds* : 00
	5)	/ / Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)
	6)	Citizenship or Place of Organization: USA
	7)	Sole Voting Power 67,490 (See footnote 1 in Item 5)
Number of Shares Beneficially Owned by Each Reporting Person With	8)	Shared Voting Power 0
	9)	Sole Dispositive Power 67,490 (See footnote 1 in Item 5)
	10)	Shared Dispositive Power 0
	11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 67,490
	12)	/ / Check if the Aggregate Amount in Row (11) Excludes Certain Shares*
	13)	Percent of Class Represented by amount in Row (11): less than 1%
	14)	Type of Reporting Person* IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 5 of 47 pages)

<PAGE> 6

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Les B. Strauss
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

82,105 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

82,105 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 82,105

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
less than 1%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 6 of 47 pages)

<PAGE> 7

CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Microsoft Corporation
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: Washington

- 7) Sole Voting Power

4,164,000 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

0

- 9) Sole Dispositive Power

4,164,000 (See footnote 1 in Item 5)

- 10) Shared Dispositive Power

0

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 4,164,000

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
12.91%

14) Type of Reporting Person*

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 7 of 47 pages)

<PAGE> 8

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Accel IV L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: Delaware

7) Sole Voting Power

2,958,403 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

2,958,403 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,958,403

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.17%

14) Type of Reporting Person*
PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 8 of 47 pages)

<PAGE> 9

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Accel IV Associates L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: Delaware

7) Sole Voting Power

2,958,403 (See footnote 1 in Item 5)

Number

of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power
0

9) Sole Dispositive Power
2,958,403 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,958,403

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.17%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 9 of 47 pages)

<PAGE> 10
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Accel Keiretsu L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: Delaware

7) Sole Voting Power

61,365

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

61,365

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 61,365

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
less than 1%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 10 of 47 pages)

<PAGE> 11
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Accel Investors '93 L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: Delaware

7) Sole Voting Power

119,499 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

119,499 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 119,49912) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*13) Percent of Class Represented by amount in Row (11):
less than 1%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 11 of 47 pages)

<PAGE> 12
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Ellmore C. Patterson
Partners
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /
(b) /x/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: Delaware

- 7) Sole Voting Power

71,054

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

0

- 9) Sole Dispositive Power

71,054

- 10) Shared Dispositive Power

0

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 71,054

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
less than 1%

14) Type of Reporting Person*PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 12 of 47 pages)

<PAGE> 13
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Swartz Family Partnership
L.P.
S.S. or I.R.S. Identification No. of above person
-

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /
(b) /X/
-

- 3) SEC Use Only
-

- 4) Source of Funds* : 00
-

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)
-

- 6) Citizenship or Place of Organization: Delaware
-

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

2,958,403

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

2,958,403

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,598,403

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.17%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 13 of 47 pages)

<PAGE> 14

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: James W. Breyer
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of

8) Shared Voting Power

Shares
Beneficially Owned
by
Each
Reporting
Person
With

3,077,902

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,077,902

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,077,902

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.54%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 14 of 47 pages)

<PAGE> 15
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Luke B. Evnin
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is

Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

2,958,403

9) Sole Dispositive Power

0

10) Shared Dispositive Power

2,958,403

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,958,403

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.17%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 15 of 47 pages)

<PAGE> 16
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Donald A. Gooding
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

600

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,077,902

9) Sole Dispositive Power

600

10) Shared Dispositive Power

3,077,902

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,078,50212) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*13) Percent of Class Represented by amount in Row (11):
9.54%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 16 of 47 pages)

<PAGE> 17
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Paul H. Klingenstein
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,077,902

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,077,902

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,077,902

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
9.54%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 17 of 47 pages)

<PAGE> 18
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Arthur C. Patterson
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

71,054

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,139,267

- 9) Sole Dispositive Power

71,054

- 10) Shared Dispositive Power

3,139,267

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,210,321

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.95%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 18 of 47 pages)

<PAGE> 19
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: G. Carter Sednaoui
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

600

Number
of

8) Shared Voting Power

Shares	
Beneficially	2,957,803
Owned	-----
by	
Each	9) Sole Dispositive Power
Reporting	
Person	600
With	-----

10) Shared Dispositive Power

2,957,803

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,958,403

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.17%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 19 of 47 pages)

<PAGE> 20
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: James R. Swartz
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is

Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,139,267

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,139,267

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,139,267

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
9.73%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 20 of 47 pages)

<PAGE> 21

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: New Enterprise Associates
V, Limited Partnership
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: Delaware

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,299,698

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,299,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,299,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 21 of 47 pages)

<PAGE> 22
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: NEA Partners V,
Limited Partnership
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /
(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: Delaware

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 22 of 47 pages)

<PAGE> 23

CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Frank A. Bonsal, Jr.
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 23 of 47 pages)

<PAGE> 24
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Nancy L. Dorman
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares

8) Shared Voting Power

Beneficially Owned by Each Reporting Person With 3,229,698

9) Sole Dispositive Power
0

10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11) Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11): 10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 24 of 47 pages)

<PAGE> 25

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: C. Richard Kramlich
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,229,698

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 25 of 47 pages)

<PAGE> 26

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Arthur J. Marks
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,229,698

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

<PAGE> 27
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Thomas C. McConnell
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 27 of 47 pages)

<PAGE> 28

CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Charles W. Newhall III
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
10.01%

- 14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 28 of 47 pages)

<PAGE> 29

CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Menlo Ventures IV, L.P.
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

- (b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e).

- 6) Citizenship or Place of Organization: California

- 7) Sole Voting Power

2,563,031 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially

- 8) Shared Voting Power

0

Owned
by
Each
Reporting
Person
With

9) Sole Dispositive Power
2,563,031 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 2,563,031

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
7.95%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 29 of 47 pages)

<PAGE> 30

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Menlo Evergreen V, L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: California

7) Sole Voting Power

666,667 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

666,667 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 666,667

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
2.06%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 30 of 47 pages)

<PAGE> 31

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: MV Management IV, L.P.
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*

(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: California

7) Sole Voting Power

3,229,698 (See footnote 1 in Item 5)

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

0

9) Sole Dispositive Power

3,229,698 (See footnote 1 in Item 5)

10) Shared Dispositive Power

0

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 31 of 47 pages)

<PAGE> 32
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: Thomas H. Bredt
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

- 11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

- 12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

- 13) Percent of Class Represented by amount in Row (11):
10.01%

- 14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 32 of 47 pages)

<PAGE> 33
CUSIP NO. 918096 10 8

13D

- 1) Name of Reporting Persons: John W. Jarve
S.S. or I.R.S. Identification No. of above person

- 2) Check the Appropriate Box if a Member of a Group*
(a) / /

- (b) /X/

- 3) SEC Use Only

- 4) Source of Funds* : 00

- 5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

- 6) Citizenship or Place of Organization: USA

- 7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

- 8) Shared Voting Power

3,229,698

- 9) Sole Dispositive Power

0

- 10) Shared Dispositive Power

3,229,698

- 11) Aggregate Amount Beneficially Owned by Each

Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*
IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 33 of 47 pages)

<PAGE> 34
CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: Douglas C. Carlisle
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /
(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned

8) Shared Voting Power

3,229,698

by
Each
Reporting
Person
With

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 34 of 47 pages)

<PAGE> 35

CUSIP NO. 918096 10 8

13D

1) Name of Reporting Persons: H. DuBose Montgomery
S.S. or I.R.S. Identification No. of above person

2) Check the Appropriate Box if a Member of a Group*
(a) / /

(b) /X/

3) SEC Use Only

4) Source of Funds* : 00

5) / / Check if Disclosure of Legal Proceedings is
Required Pursuant to Items 2(d) or 2(e)

6) Citizenship or Place of Organization: USA

7) Sole Voting Power

0

Number
of
Shares
Beneficially
Owned
by
Each
Reporting
Person
With

8) Shared Voting Power

3,229,698

9) Sole Dispositive Power

0

10) Shared Dispositive Power

3,229,698

11) Aggregate Amount Beneficially Owned by Each
Reporting Person: 3,229,698

12) / / Check if the Aggregate Amount in Row (11)
Excludes Certain Shares*

13) Percent of Class Represented by amount in Row (11):
10.01%

14) Type of Reporting Person*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(Page 35 of 47 pages)

<PAGE> 36

CUSIP NO. 918096 10 8

13D

EXPLANATORY NOTE:

As a result of executing the Stockholder Option, Voting and Proxy Agreement dated as of April 29, 1996 (the "Agreement") with MFS Communications Company, Inc., a Delaware corporation (the "Parent") and MFS Global Internet Services, Inc., a Delaware corporation and a wholly-owned subsidiary of MFS (the "Sub"), the Reporting Persons may be deemed, for the purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to have formed a "group" with the Parent and Sub. The Reporting Persons understand that the Parent and Sub will file a separate Statement on Schedule

13D with respect to the proposed transactions.

The information regarding the Parent and Sub contained in this Statement on Schedule 13D is provided to the best knowledge of the Reporting Persons and, unless otherwise indicated, is based on information provided to the Reporting Persons by the Parent and Sub.

Item 1. Security and Issuer.

This Statement on Schedule 13D relates to shares of Common Stock, \$.001 par value per share (the "Shares") of UUNET Technologies, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 3060 Williams Drive, Fairfax, Virginia 22031.

Item 2. Identity and Background.

- (i) The following information is given with respect to each Reporting Person which is a corporation, general partnership or limited partnership:

MICROSOFT CORPORATION

Microsoft Corporation is organized under the laws of the State of Washington and is in the business of computer software. Its principal business address is One Microsoft Way, Redmond, Washington 98052.

ACCEL IV L.P., ACCEL IV ASSOCIATES L.P., ACCEL KEIRETSU L.P., ACCEL INVESTORS '93 L.P., ELLMORE C. PATTERSON PARTNERS AND THE SWARTZ FAMILY PARTNERSHIP

Accel IV L.P., Accel IV Associates L.P., Accel Keiretsu L.P., Accel Investors '93 L.P., Ellmore C. Patterson Partners and the Swartz Family Partnership are organized under the laws of the State of Delaware and are venture capital funds (or manage such funds). Their principal business address is One Embarcadero Center, Suite 3820, San Francisco, California 94111.

(Page 36 of 47 pages)

<PAGE> 37

CUSIP NO. 918096 10 8

13D

NEW ENTERPRISE ASSOCIATES V, LIMITED PARTNERSHIP AND NEA PARTNERS V, LIMITED PARTNERSHIP

New Enterprise Associates V, Limited Partnership and NEA Partners V, Limited Partnership are organized under the laws of the State of Delaware and are venture capital funds (or manage such funds). Their principal business address is 1119 St. Paul Street, Baltimore, Maryland 21202.

MENLO VENTURES IV, L.P., MENLO EVERGREEN V, L.P. AND MV MANAGEMENT IV, L.P.

Menlo Ventures IV, L.P., Menlo Evergreen V, L.P. and MV Management IV, L.P. are organized under the laws of the State of California and are venture capital funds (or manage such funds). Their principal business address is 3000 Sand Hill Road, Building 4, Suite 100, Menlo Park, California 94025.

PARENT AND SUB

Parent is organized under the laws of the State of Delaware, and its principal business address is 3555 Farnam Street, 2nd Floor, Omaha, Nebraska 68131. The Parent is engaged in the business of providing telecommunications services.

Sub is organized under the laws of the State of Delaware, and its principal business address is 3555 Farnam Street, 2nd Floor, Omaha, Nebraska 68131. The Sub was organized for the purpose of consummating the transaction contemplated under the Agreement of Merger (as defined below).

ADDITIONAL ITEM 2 INFORMATION REGARDING EACH ENTITY NAMED ABOVE

None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, the Parent or Sub has been convicted in any criminal proceeding during the last five years (excluding traffic violations or similar misdemeanors).

None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, the Parent or Sub has during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject of a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

(Page 37 of 47 pages)

<PAGE> 38

CUSIP NO. 918096 10 8

13D

- (ii) The following information is given in response to requirements (a), (b) and (c) of Item 2 with respect to each Reporting Person who is a natural person:

JOHN W. SIDGMORE

- (a) John W. Sidgmore
- (b) 3060 Williams Drive, Fairfax, Virginia, 22031
- (c) Chief Executive Officer and Director of Issuer

RICHARD L. ADAMS, JR.

- (a) Richard L. Adams, Jr.
- (b) 3060 Williams Drive, Fairfax, Virginia, 22031
- (c) Chairman of the Board of Directors and Chief Technical Officer of Issuer

DANIEL C. LYNCH

- (a) Daniel C. Lynch
- (b) 25660 La Lanne Court, Los Altos, California 94022

- (c) Chairman of the Board of Director of Cybercash, Inc. and Director of Issuer

LES B. STRAUSS

- (a) Les B. Strauss
(b) c/o PictureTel Corporation, The Tower at Northwoods, 222 Rosewood Drive, Danvers, Massachusetts 01923
(c) Chief Financial Officer of PictureTel Corporation and Director of Issuer

GENERAL PARTNERS OF ACCEL IV L.P., ACCEL IV ASSOCIATES L.P., ACCEL KEIRETSU L.P., ACCEL INVESTORS '93 L.P., ELLMORE C. PATTERSON PARTNERS and Swartz Family Partnership

- (a) James W. Breyer, Luke B. Evnin, Donald A. Gooding, Paul H. Klingenstein, Arthur C. Patterson, G. Carter Sednaoui and James R. Swartz are general partners of the above captioned entities or general partners of general partners of such entities.
(b) One Embarcadero Center, Suite 3820, San Francisco, California 94111.
(c) Principal Occupation: Venture Capital

GENERAL PARTNERS OF NEA PARTNERS V, LIMITED PARTNERSHIP

- (a) Frank A. Bonsal, Jr., Nancy L. Dorman, C. Richard Kramlich, Arthur J. Marks, Thomas C. McConnell and Charles W. Newhall III are general partners of NEA Partners V, Limited Partnership, which is the general partner of New Enterprise Associates V, Limited Partnership.
(b) The address of the principal business of office of Messrs. Bonsal, Marks, Newhall and Ms. Dorman is 1119 St. Paul Street, Baltimore, Maryland 21202. The address of the

(Page 38 of 47 pages)

<PAGE> 39
CUSIP NO. 918096 10 8

13D

principal business office for Messrs. Kramlich and McConnell is 2490 Sand Hill Road, Menlo Park, California 94025.

- (c) Principal Occupation: Venture Capital

GENERAL PARTNERS OF MV MANAGEMENT IV, L.P.

- (a) Thomas H. Bredt, John W. Jarve, Douglas C. Carlisle and H. DuBose Montgomery are general partners of MV Management IV, L.P. which is the general partner of Menlo Ventures IV, L.P. and Menlo Evergreen IV, L.P.
(b) 3000 Sand Hill Road, Building 4, Suite 100, Menlo Park, California 94025
(c) Principal Occupation: Venture Capital

ADDITIONAL INFORMATION IN RESPONSE TO REQUIREMENTS (D), (E) AND (F) OF ITEM 2 REGARDING EACH INDIVIDUAL NAMED ABOVE

None of the Reporting Persons has been convicted in any criminal

proceeding during the last five years (excluding traffic violations or similar misdemeanors).

None of the Reporting Persons has during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject of a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

Each of the Reporting Persons named above is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

All shares beneficially owned by each of the Reporting Persons were previously acquired and (except as specifically set forth in Item 5 with respect to Shares subject to options) have been paid for in full.

Item 4. Purpose of Transaction.

On April 29, 1996, the Reporting Persons entered into the Agreement. Pursuant to the terms of the Agreement each Reporting Person granted the Parent an option (the "Option") to purchase all of the Shares held by such Reporting Person on the date of exercise of the Option (19,580,725 Shares as of the date of the Agreement representing approximately 61% of the Shares outstanding as of the date the Agreement) at a per Share purchase price of (i) 1.777776 shares of Parent Common Stock, subject to certain adjustments, and (ii) the associated rights under Parent's Rights Agreement (the "Rights Plan") dated September 30, 1995 between parent and Continental Stock Transfer & Trust. In addition, each Reporting Person has agreed to vote in favor of the transactions contemplated by the Agreement of Merger.

(Page 39 of 47 pages)

<PAGE> 40
CUSIP NO. 918096 10 8

13D

The purpose of the transactions under the Agreement is to enable Parent to consummate the transactions contemplated under the Agreement and Plan of Merger (the "Agreement of Merger") dated as of April 29, 1996 by and among the Issuer, the Parent and the Sub. Pursuant to the terms of the Agreement of Merger, the Sub will merge (the "Merger") with and into the Issuer, and the Issuer will be the surviving corporation.

Pursuant to the Agreement, the Parent has the right to acquire all of the Shares beneficially owned by the Reporting Persons in exchange for shares of Parent Common Stock and associated rights under the Parent's Rights Plan in exchange for shares of Parent Common Stock.

Upon consummation of the Merger, the Shares would cease to be authorized to be quoted on the Nasdaq National Market and would become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act.

Except as otherwise set forth in the Agreement of Merger, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, the Parent has any present plans or proposals which relate to or would result in (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing the Shares to cease to be authorized to be quoted on the National Market System of the National Association of Securities Dealers Automated Quotation System; (ix) the Shares becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to any of those actions set forth in this Paragraph.

Item 5. Interest in Securities of the Issuer.

The following table sets forth the number of shares beneficially owned by each of the Reporting Persons as of April 29, 1996.

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
John W. Sidgmore	1,138,127(2)
Richard L. Adams, Jr.	4,703,375(3)
Daniel C. Lynch	67,490(4)
Les B. Strauss	82,105(5)

</TABLE>

(Page 40 of 47 pages)

<PAGE> 41

CUSIP NO. 918096 10 8

13D

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
Microsoft Corporation	4,164,000
Accel IV L.P.	2,958,403
Accel IV Associates L.P.	2,958,403
Accel Keiretsu L.P.	61,365
Accel Investors '93 L.P.	119,499
Ellmore C. Patterson Partners	71,054

Swartz Family Partnership	2,958,403
James W. Breyer	3,077,902
Luke B. Eynin	2,958,403
Donald A. Gooding	600
Donald A. Gooding	3,077,902
Paul H. Klingenstein	3,077,902
Arthur C. Patterson	71,054
Arthur C. Patterson	3,139,267
G. Carter Sednaoui	600
G. Carter Sednaoui	2,957,803
James R. Swartz	3,139,267
New Enterprise Associates V Limited Partnership	3,229,698
NEA Partners V, Limited Partnership	3,229,698
Frank A. Bonsal, Jr.	3,229,698
Nancy L. Dorman	3,229,698
C. Richard Kramlich	3,229,698
Arthur J. Marks	3,229,698
Thomas C. McConnell	3,229,698
Charles W. Newhall III	3,229,698
Menlo Ventures IV, L.P.	2,563,031
Menlo Evergreen V, L.P.	666,667
MV Management IV, L.P.	3,229,698
Thomas H. Bredt	3,229,698
John W. Jarve	3,229,698
Douglas C. Carlisle	3,229,698

</TABLE>

(Page 41 of 47 pages)

<PAGE> 42

CUSIP NO. 918096 10 8

13D

<TABLE>

<CAPTION>

STOCKHOLDER	NUMBER OF SHARES OWNED
<S>	<C>
H. Dubose Montgomery	3,229,698

</TABLE>

- (1) The beneficial owner has sole voting and dispositive power, subject to the Agreement described in the Explanatory Note on page 36.
- (2) Includes 46,672 shares held in trust of which Mr. Sidgmore is the trustor and sole trustee, and 5,500 shares issuable upon exercise of options, all of which are vested.
- (3) Includes 3,375 shares issuable pursuant to options, all of which are vested.

- (4) Includes 32,490 shares which may be acquired within 60 days of the date hereof pursuant to outstanding options.
- (5) Includes 28,543 shares which may be acquired within 60 days of the date hereof pursuant to outstanding options.

(b) Pursuant to the Agreement, each Reporting Person has agreed to vote such Reporting Person's Shares at any meeting of the Issuer's stockholders or any adjournment or postponement thereof or pursuant to any consent in lieu of a meeting or otherwise in favor of the Agreement of Merger and against any proposal for any recapitalization, merger (other than the Merger), sale of assets or other business combination between the Issuer and person or entity (other than Parent or Sub) or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Issuer under the Agreement of Merger or which would result in any conditions to the Agreement or Merger not being fulfilled.

(c) No transactions in the Shares have been affected during the past 60 days by any of the Reporting Persons.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

There are no contracts, arrangements, understandings or relationships among the Reporting Persons and the Parent and the Sub (or any other agreements among any of them relating to the Merger) except as referred to or described in this Statement on Schedule 13D.

(Page 42 of 47 pages)

<PAGE> 43

CUSIP NO. 918096 10 8

13D

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Agreement of Joint Filing

Exhibit 2 Powers of Attorney for Accel IV L.P., Accel IV Associates L.P., Accel Keiretsu L.P., Accel Investors '93 L.P., Ellmore C. Patterson Partners and the Swartz Family Partnership (incorporated by reference to Statement on Schedule 13G filed with the Securities and Exchange Commission on February 13, 1996 for UUNET Technologies, Inc.)

Exhibit 3 Powers of Attorney for James W. Breyer, Luke B. Evnin, Donald A. Gooding, Paul H. Klingenstein, Arthur C. Patterson, G. Carter Sednaoui and James R. Swartz (incorporated by reference to Statement on Schedule 13G filed with the Securities and Exchange Commission on February 13, 1996 for UUNET Technologies, Inc.)

- Exhibit 4 Powers of Attorney for New Enterprise Associates V, Limited Partnership and NEA Partners V, Limited Partnership (incorporated by reference to Statements on Schedule 13G filed with the Securities and Exchange Commission for Advanced Inverventional Systems Inc. and Acuity Imaging, Inc. dated February 13, 1992 and February 13, 1995, respectively)
- Exhibit 5 Powers of Attorney for Frank A. Bonsal, Jr., Nancy L. Dorman, C. Richard Kramlich, Arthur J. Marks, Thomas C. McConnell and Charles W. Newhall III (incorporated by reference to Statements on Schedule 13G filed with the Securities and Exchange Commission for Advanced Inverventional Systems Inc. and Acuity Imaging, Inc. dated February 13, 1992 and February 13, 1995, respectively)
- Exhibit 6 Power of Attorney for Thomas H. Bredt
- Exhibit 7 Power of Attorney for H. DuBose Montgomery
- Exhibit 8 Agreement and Plan of Merger dated April 29, 1996
- Exhibit 9 Stockholder Option, Voting and Proxy Agreement dated April 29, 1996

(Page 43 of 47 pages)

<PAGE> 44

CUSIP NO. 918096 10 8

13D

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: May 8, 1996

/s/ JOHN W. SIDGMORE

John W. Sidgmore

/s/ RICHARD L. ADAMS, JR.

Richard L. Adams, Jr.

/s/ DANIEL C. LYNCH

Daniel C. Lynch

/s/ LES B. STRAUSS

Les B. Strauss

MICROSOFT CORPORATION

By: /s/ ROBERT A. ESHELMAN

Authorized Officer

(Page 44 of 47 pages)

<PAGE> 45
CUSIP NO. 918096 10 8

13D

Entities:

Accel IV L.P.
Accel Keiretsu L.P.
Accel Investors '93 L.P.
Ellmore C. Patterson Partners
Accel IV Associates L.P.
Swartz Family Partnership L.P.

By: /s/ G. CARTER SEDNAOUI

G. Carter Sednaoui
Attorney-in-fact
for above-listed entities

Individuals:

James W. Breyer
Luke B. Evnin
Donald A. Gooding
Paul H. Klingenstein
Arthur C. Patterson
G. Carter Sednaoui
James R. Swartz

By: /s/ G. CARTER SEDNAOUI

G. Carter Sednaoui
Attorney-in-fact for above-listed
individuals or individually

(Page 45 of 47 pages)

<PAGE> 46

CUSIP NO. 918096 10 8

13D

NEW ENTERPRISE ASSOCIATES V, LIMITED PARTNERSHIP

By: NEA PARTNERS V, LIMITED PARTNERSHIP

By: *

Charles W. Newhall III
General Partner

NEA PARTNERS V, LIMITED PARTNERSHIP

By: *

Charles W. Newhall III
General Partner*

Frank A. Bonsal, Jr.

*

C. Richard Kramlich

*

Arthur J. Marks

*

Thomas C. McConnell

*

Charles W. Newhall III

*By: /s/ NANCY L. DORMAN

Nancy L. Dorman, in her individual
capacity and as Attorney-in-Fact

This Schedule 13D was executed by Nancy L. Dorman pursuant to Powers of Attorney filed with the Securities and Exchange Commission on February 13, 1992, in connection with a Schedule 13G for Advanced Interventional Systems Inc. and on February 13, 1995 in connection with a Schedule 13G for Acuity Imaging, Inc., which Powers of Attorney are incorporated herein by reference.

(Page 46 of 47 pages)

<PAGE> 47
CUSIP NO. 918096 10 8

13D

MENLO VENTURES IV, L.P.

By: MV Management IV, L.P.
its general partner

By: /s/ JOHN W. JARVE

General Partner

MV MANAGEMENT IV, L.P.

By: /s/ JOHN W. JARVE

General Partner

MENLO EVERGREEN V, L.P.

By: MV Management IV, L.P.
its general partner

By: /s/ JOHN W. JARVE

General Partner

*

Thomas H. Bredt

/s/ JOHN W. JARVE

John W. Jarve

/s/ DOUGLAS C. CARLISLE

Douglas C. Carlisle

*

H. DuBose Montgomery

* By: /s/ JOHN W. JARVE

John W. Jarve as attorney-
in-fact for Thomas H.
Bredt and H. DuBose
Montgomery

(Page 47 of 47 pages)

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.1
<SEQUENCE>2
<DESCRIPTION>AGREEMENT OF JOINT FILING.
<TEXT>

<PAGE> 1
CUSIP NO. 918096 10 8 13D

EXHIBIT 1

AGREEMENT

Pursuant to Rule 13d-1(f)(1) under the Securities Exchange Act of 1934, the undersigned hereby agree only one statement containing information required by Schedule 13D need be filed with respect to the ownership by each of the undersigned of shares of Common Stock of UUNET Technologies, Inc.

Dated: May 8, 1996

/s/ JOHN W. SIDGMORE

John W. Sidgmore

/s/ RICHARD L. ADAMS, JR.

Richard L. Adams, Jr.

/s/ DANIEL C. LYNCH

Daniel C. Lynch

/s/ LES B. STRAUSS

Les B. Strauss

MICROSOFT CORPORATION

By: /s/ ROBERT A. ESHELMAN

Authorized Officer

<PAGE> 2

CUSIP NO. 918096 10 8

1

13D

Entities:

Accel IV L.P.
Accel Keiretsu L.P.
Accel Investors '93 L.P.
Ellmore C. Patterson Partners
Accel IV Associates L.P.
Swartz Family Partnership L.P.

By: /s/ G. CARTER SEDNAOUI

G. Carter Sednaoui
Attorney-in-fact
for above-listed entities

Individuals:

James W. Breyer
Luke B. Evnin
Donald A. Gooding
Paul H. Klingenstein
Arthur C. Patterson
G. Carter Sednaoui
James R. Swartz

By: /s/ G. CARTER SEDNAOUI

G. Carter Sednaoui
Attorney-in-fact for above-listed
individuals or individually

<PAGE>

3

2

CUSIP NO. 918096 10 8

13D

NEW ENTERPRISE ASSOCIATES V, LIMITED PARTNERSHIP
By: NEA PARTNERS V, LIMITED PARTNERSHIP

By: *

Charles W. Newhall III
General Partner

NEA PARTNERS V, LIMITED PARTNERSHIP

By: *

Charles W. Newhall III
General Partner

*

Frank A. Bonsal, Jr.

*

C. Richard Kramlich

*

Arthur J. Marks

*

Thomas C. McConnell

*

Charles W. Newhall III

*By: /s/ NANCY L. DORMAN

Nancy L. Dorman, in her individual
capacity and as Attorney-in-Fact

This Agreement of Joint Filing was executed by Nancy L. Dorman pursuant to Powers of Attorney filed with the Securities and Exchange Commission on February 13, 1992, in connection with a Schedule 13G for Advanced Interventional Systems Inc. and on February 13, 1995 in connection with a Schedule 13G for Acuity Imaging, Inc., which Powers of Attorney are incorporated herein by reference.

<PAGE> 4

CUSIP NO. 918096 10 8

13D

MENLO VENTURES IV, L.P.

By: MV Management IV, L.P.
its general partner

By: /s/ JOHN W. JARVE

General Partner

MV MANAGEMENT IV, L.P.

By: /s/ JOHN W. JARVE

General Partner

*

Thomas H. Bredt

/s/ JOHN W. JARVE

John W. Jarve

/s/ DOUGLAS C. CARLISLE

Douglas C. Carlisle

*

H. DuBose Montgomery

MENLO EVERGREEN V, L.P.

By: MV Management IV, L.P.
its general partner

By: /s/ JOHN W. JARVE

General Partner

* By: /s/ JOHN W. JARVE

John W. Jarve as attorney-
in-fact for Thomas H.
Bredt and H. DuBose
Montgomery

4

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.6
<SEQUENCE>3
<DESCRIPTION>POWER OF ATTORNEY FOR THOMAS H. BREDT.
<TEXT>

<PAGE> 1
[MENLO VENTURES LETTERHEAD]

EXHIBIT 6

May 3, 1996

Securities and Exchange Commission
450 Fifth Street, NW
Washington, DC 20549

Gentlemen:

By this letter, I hereby authorize any of the following individuals to sign and file Form 13D or Form 13G on my behalf:

H. DuBose Montgomery
Douglas C. Carlisle
John W. Jarve
Michael D. Laufer

This authorization expires on December 31, 2003.

Very truly yours,

/s/ THOMAS H. BREDT
Thomas H. Bredt

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.7
<SEQUENCE>4
<DESCRIPTION>POWER OF ATTORNEY FOR H. DUBOSE MONTGOMERY.
<TEXT>

<PAGE> 1
[MENLO VENTURES LETTERHEAD]

EXHIBIT 7

May 3, 1996

Securities and Exchange Commission
450 Fifth Street, NW
Washington, DC 20549

Gentlemen:

By this letter, I hereby authorize any of the following individuals to sign and file Form 13D or Form 13G on my behalf:

Thomas H. Bredt
Douglas C. Carlisle
John W. Jarve
Michael D. Laufer

This authorization expires on December 31, 2003.

Very truly yours,

/s/ H. DUBOSE MONTGOMERY
H. DuBose Montgomery

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.8
<SEQUENCE>5
<DESCRIPTION>AGREEMENT AND PLAN OF MERGER DATED APRIL 29, 1996.
<TEXT>
<PAGE> 1

Execution Copy

EXHIBIT 8

AGREEMENT AND PLAN
OF MERGER
DATED AS OF

APRIL 29, 1996

AMONG

MFS COMMUNICATIONS COMPANY, INC.

MFS GLOBAL INTERNET SERVICES, INC.

AND

UUNET TECHNOLOGIES, INC.

<PAGE> 2

TABLE OF CONTENTS

ARTICLE I. THE MERGER	2
Section 1.1. The Merger	2
Section 1.2. Effective Date of the Merger	2
ARTICLE II. THE SURVIVING CORPORATION	2
Section 2.1. Certificate of Incorporation	2
Section 2.2. By-Laws	2
Section 2.3. Board of Directors; Officers	2
Section 2.4. Effects of Merger	3
ARTICLE III. CONVERSION OF SHARES	3
Section 3.1. Exchange Ratio	3
Section 3.2. Parent to Make Certificates Available	3
Section 3.3. Dividends; Transfer Taxes	5
Section 3.4. No Fractional Shares	5
Section 3.5. Stock Options	6
Section 3.6. Stockholders' Meetings	7
Section 3.7. Closing of the Company's Transfer Books	8
Section 3.8. Assistance in Consummation of the Merger	8
Section 3.9. Closing	9
Section 3.10. No Further Rights in Company Common Stock. ..	9
Section 3.11. No Liability	9
Section 3.12. Withholding Rights	9
ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF PARENT	9
Section 4.1. Organization and Qualification	9
Section 4.2. Capitalization	10
Section 4.3. Subsidiaries	10
Section 4.4. Authority Relative to this Merger Agreement ..	11
Section 4.5. Reports and Financial Statements	12
Section 4.6. Absence of Certain Changes or Events	13
Section 4.7. Employee Benefit Plans	13
Section 4.8. ERISA	14
Section 4.9. Parent Action	15
Section 4.10. Fairness Opinion	15
Section 4.11. No Brokers	15
Section 4.12. Parent Ownership of Company Common Stock	15

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE COMPANY	15
Section 5.1. Organization and Qualification	15
Section 5.2. Capitalization	16
Section 5.3. Subsidiaries	16
Section 5.4. Authority Relative to this Merger Agreement ..	17
i	
<PAGE> 3	
Section 5.5. Reports and Financial Statements	18
Section 5.6. Absence of Certain Changes or Events	19
Section 5.7. Employee Benefit Plans	19
Section 5.8. ERISA	20
Section 5.9. Takeover Provisions Inapplicable	20
Section 5.10. Company Action	21
Section 5.11. Fairness Opinion	21
Section 5.12. No Brokers	21
ARTICLE VI. REPRESENTATIONS AND WARRANTIES REGARDING SUB	21
Section 6.1. Organization	21
Section 6.2. Capitalization	21
Section 6.3. Authority Relative to this Merger Agreement ..	22
ARTICLE VII. CONDUCT OF BUSINESS PENDING THE MERGER	22
Section 7.1. Conduct of Business by the Company Pending the Merger.....	22
Section 7.2. Conduct of Business by Parent Pending the Merger.....	26
Section 7.3. Conduct of Business of Sub	26
Section 7.4. Notice of Breach	26
ARTICLE VIII. ADDITIONAL AGREEMENTS	26
Section 8.1. Access and Information	26
Section 8.2. Registration Statement/Proxy Statement	27
Section 8.3. Compliance with the Securities Act	28
Section 8.4. Listing	28
Section 8.5. Indemnification	28
Section 8.6. HSR Act	31
Section 8.7. Additional Agreements	31
Section 8.8. No Solicitation	32
Section 8.9. Limitation on Acquisition Activities	33
Section 8.10. Notice of Actions	33
Section 8.11. Benefit Plans Generally	33
Section 8.12. Stockholders' Rights Plan	34
ARTICLE IX. CONDITIONS PRECEDENT	34
Section 9.1. Conditions to Each Party's Obligation to Effect the Merger	34
Section 9.2. Conditions to Obligation of the Company to Effect the Merger	35
Section 9.3. Conditions to Obligations of Parent and Sub to Effect the Merger	35

ARTICLE X. TERMINATION, AMENDMENT AND WAIVER	36
Section 10.1. Termination	36
Section 10.2. Effect of Termination	38

ii

<PAGE> 4

Section 10.3. Amendment	38
Section 10.4. Extension; Waivers	38
ARTICLE XI. GENERAL PROVISIONS	38
Section 11.1. Non-Survival of Representations, Warranties and Agreements.....	38
Section 11.2. Notices	39
Section 11.3. Fees and Expenses	40
Section 11.4. Publicity	41
Section 11.5. Specific Performance	41
Section 11.6. Assignment; Binding Effect.....	42
Section 11.7. Entire Agreement	42
Section 11.8. Governing Law	42
Section 11.9. Counterparts	42
Section 11.10. Headings, Table of Contents, Index of Defined Terms.....	42
Section 11.11. Interpretation	42
Section 11.12. Waivers	43
Section 11.13. Severability	43
Section 11.14. Subsidiaries	43

Exhibit 1.1(a) - The Stock Option Agreement
Exhibit 1.1(b) - The Parent Voting Agreement
Exhibit 8.3(a) - The Affiliate Letter

iii

<PAGE> 5

Index of Defined Terms

Acquisition Proposal	32
Affiliate	28
Certificates	4
Claim	30
Code	1
Commission	10
Company	1
Company Benefit Plans	19
Company Common Stock	3

Company Disclosure Letter	16
Company ERISA Affiliate	20
Company Material Adverse Effect	15
Company Meeting	8
Company SEC Reports	18
DGCL	3
Effective Date	2
Encumbrances	10
ERISA	13
Excess Shares	6
Exchange Act	12
Exchange Agent	3
Exchange Fund	4
Exchange Ratio	3
Form S-4	27
Fractional Securities Fund	6
HSR Act	12
Indemnified Party	29
IRS	14
Merger	1
Merger Agreement	1
MS	17
MS Agreement	17
Nasdaq	6
Options	16
Outstanding Options	6
Parent	1
Parent Benefit Plans	14
Parent Common Stock	3
Parent Disclosure Letter	10
Parent ERISA Affiliate	14
Parent Material Adverse Effect	10

iv

<PAGE> 6

Parent Meeting	8
Parent Rights Plan	3
Parent SEC Reports	12
Parent Share Proposal	8
Parent Stock Split	3
Parent Voting Agreement	1
Parent Voting Debt	10
Permitted Options	23

Proposed Transactions	16
Proxy Statement/Prospectus	27
Purchase Event	37
Securities Act	12
Share Consideration	4
Significant Subsidiaries	10
Stock Option Agreement	1
Stock Option Plans	6
Stock Purchase Plan	7
Sub	1
Surviving Corporation	2
Voting Debt	16

v

<PAGE> 7

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of April 29, 1996, by and among MFS COMMUNICATIONS COMPANY, INC., a Delaware corporation ("Parent"), MFS GLOBAL INTERNET SERVICES, INC., a Delaware corporation and a wholly owned subsidiary of Parent ("Sub"), and UUNET TECHNOLOGIES, INC., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, Parent and the Company desire to effect a business combination (the "Merger") by means of the merger of Sub with and into the Company;

WHEREAS, the Boards of Directors of Parent, Sub and the Company have approved the Merger, upon the terms and subject to the conditions set forth herein;

WHEREAS, as a condition and inducement to Parent's and Sub's entering into this Merger Agreement and incurring the obligations set forth herein, concurrently with the execution and delivery of this Merger Agreement, Parent is entering into a Stockholder Option, Voting and Proxy Agreement with certain stockholders of the Company, in the form of Exhibit 1.1(a) (the "Stock Option Agreement"), pursuant to which, among other things, such stockholders have agreed to grant Parent the irrevocable option to purchase the shares of Company Common Stock owned by such stockholders; and agreed to vote the shares of Company Common Stock (as defined below) owned by such stockholders in favor of the Merger provided for herein and to grant Parent irrevocable proxies to vote such shares of Company Common Stock;

WHEREAS, as a condition and inducement to the Company's entering into this Merger Agreement and incurring the obligations set forth herein, concurrently with the execution and delivery of this Merger Agreement, the Company is entering into a Parent Voting and Proxy Agreement with certain stockholders of Parent, in the form of Exhibit 1.1(b) (the "Parent Voting Agreement"), pursuant to which, among other things, such stockholders have agreed to vote the shares of Parent Common Stock (as defined below) owned by such stockholders in favor of the Parent Share Proposal (as defined below) provided for herein and to

grant the Company irrevocable proxies to vote such shares of Parent Common Stock;

WHEREAS, for Federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

<PAGE> 8

NOW, THEREFORE, in consideration of the foregoing premises and the representations; warranties and agreements contained herein, the parties hereto agree as follows:

ARTICLE I.

THE MERGER

SECTION 1.1. THE MERGER. Upon the terms and subject to the conditions hereof, on the Effective Date (as defined in Section 1.2), Sub shall be merged with and into the Company and the separate existence of Sub shall thereupon cease, and the Company, as the surviving corporation in the Merger (the "Surviving Corporation"), shall by virtue of the Merger continue its corporate existence under the laws of the State of Delaware.

SECTION 1.2. EFFECTIVE DATE OF THE MERGER. The Merger shall become effective at the date and time (the "Effective Date") when a properly executed Certificate of Merger is duly filed with the Secretary of State of the State of Delaware, which filing shall be made as soon as practicable following fulfillment of the conditions set forth in Article IX hereof, or at such time thereafter as is provided in such Certificate.

ARTICLE II.

THE SURVIVING CORPORATION

SECTION 2.1. CERTIFICATE OF INCORPORATION. Subject to Section 8.5 of this Merger Agreement, after the Effective Date, the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as the Certificate of Incorporation of Sub as in effect immediately prior to the Effective Date, except that Article One shall be amended to read as follows: "The name of the Corporation is UUNET TECHNOLOGIES, INC."

SECTION 2.2. BY-LAWS. Subject to Section 8.5 of this Merger Agreement, after the Effective Date, the By-laws of Sub, as in effect immediately prior to the Effective Date, shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such By-laws.

SECTION 2.3. BOARD OF DIRECTORS; OFFICERS. The directors of Sub immediately prior to the Effective Date and John W. Sidgmore shall be the directors of the Surviving Corporation and the officers of the Company immediately prior to the Effective Date shall be the officers of the Surviving

Corporation, in each case until their respective successors are duly elected and qualified.

2

<PAGE> 9.

SECTION 2.4. EFFECTS OF MERGER. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law (the "DGCL").

ARTICLE III.

CONVERSION OF SHARES

SECTION 3.1. EXCHANGE RATIO. On the Effective Date, by virtue of the Merger and without any action on the part of any holder of any common stock, \$0.001 par value, of the Company ("Company Common Stock"):

(a) All shares of Company Common Stock which are held by the Company or any subsidiary of the Company, and any shares of Company Common Stock owned by Parent, Sub or any other subsidiary of Parent, shall be canceled.

(b) Subject to Section 3.4, each remaining outstanding share of Company Common Stock shall be converted into and represent the right to receive 1.777776, subject to adjustment pursuant to Section 3.1(c) (as may be adjusted, the "Exchange Ratio") fully paid and nonassessable shares of the common stock, \$.01 par value, of Parent (the "Parent Common Stock"), which reflects the stock split of the Parent Common Stock that was paid on April 26, 1996 (the "Parent Stock Split"), together with the associated rights under Parent's Rights Agreement, dated as of September 30, 1995, between Parent and Continental Stock Transfer & Trust Company (the "Parent Rights Plan").

(c) In the event of any stock dividend, stock split, reclassification, recapitalization, combination or exchange of shares with respect to, or rights issued in respect of, Parent Common Stock other than the Parent Stock Split after the date hereof, the Exchange Ratio shall be adjusted accordingly.

(d) Each issued and outstanding share of capital stock of Sub shall be converted into and become one fully paid and nonassessable share of Common Stock, \$.01 par value, of the Surviving Corporation.

SECTION 3.2. PARENT TO MAKE CERTIFICATES AVAILABLE.

(a) Prior to the Effective Date, Parent shall appoint Continental Stock Transfer and Trust Company to act as exchange agent (the "Exchange Agent") for the Merger. At the Effective Date, Parent shall deposit with the Exchange Agent, for the benefit of the holders of shares of Company Common Stock, for exchange in accordance with this Article III, through the Exchange Agent, certificates representing a number of shares of Parent Common Stock equal to the product

3

<PAGE> 10

(rounded down to the nearest whole number) of the Exchange Ratio multiplied by the number of shares of Company Common Stock outstanding immediately prior to the Effective Date. For purposes of the Merger Agreement, shares of Parent Common Stock, together with any dividends or distributions with respect thereto, are hereinafter referred to as the "Exchange Fund" and such shares of Parent Common Stock, is hereinafter referred to as the "Share Consideration." The Exchange Agent shall deliver the Share Consideration out of the Exchange Fund as directed by Parent. The Share Consideration shall be deemed to have been issued on the Effective Date.

(b) On the Effective Date, Parent shall instruct the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Date represented outstanding shares of Company Common Stock (collectively, the "Certificates") whose shares were converted into the right to receive the Share Consideration pursuant to Section 3.1(b) within three business days of receiving from the Company a list of such holders of record, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as Parent may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing the Share Consideration. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal, duly executed, and such other documents as reasonably may be required by the Exchange Agent, and acceptance thereof by the Exchange Agent, each holder of a Certificate shall be entitled to receive in exchange therefor certificates representing the Share Consideration that such holder has the right to receive pursuant to the provisions of this Article III, and the Certificate so surrendered shall forthwith be canceled. The Exchange Agent shall accept such Certificates upon compliance with such reasonable terms and conditions as the Exchange Agent may impose to effect an orderly exchange thereof in accordance with normal exchange practices. Subject to applicable law, following surrender of any such Certificate, there shall be paid to the record holder thereof the certificates representing the Share Consideration and cash in consideration of fractional shares as provided in Section 3.4.

(c) Any portion of the Exchange Fund and the Fractional Securities Fund (as defined below) that remains undistributed to the former stockholders of the Company for 12 months after the Effective Date shall be delivered to Parent upon demand. Any holder of shares of Company Common

4

<PAGE> 11

Stock who has not exchanged his shares for Parent Common Stock in accordance with subsection (a) within 12 months after the Effective Date shall have no further claim upon the Exchange Agent and shall thereafter look only to Parent for payment in respect of his shares of Company Common Stock. Until so surrendered, certificates representing Company Common Stock shall represent solely the right to receive the Share Consideration.

(d) Notwithstanding paragraph (b) above, all shares of Company Common Stock subject to a right of repurchase which remains in effect following the Merger shall continue to bear a restrictive legend with respect to such right of repurchase and shall be delivered to Parent to hold, pending the lapse of the right of repurchase.

SECTION 3.3. DIVIDENDS; TRANSFER TAXES. No dividends or other distributions that are declared or made on Parent Common Stock will be paid to persons entitled to receive certificates representing Parent Common Stock pursuant to this Merger Agreement until such persons surrender their Certificates representing Company Common Stock. Upon such surrender, there shall be paid to the person in whose name the certificates representing such Parent Common Stock shall be issued any dividends or other distributions which shall have become payable with respect to such Parent Common Stock in respect of a record date after the Effective Date. In no event shall the person entitled to receive such dividends be entitled to receive interest on such dividends. In the event that any certificates for any shares of Parent Common Stock are to be issued in a name other than that in which the Certificates representing shares of Company Common Stock surrendered in exchange therefor are registered, it shall be a condition of such exchange that the Certificate or Certificates so surrendered shall be properly endorsed or be otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of the issuance of certificates for such shares of Parent Common Stock in a name other than that of the registered holder of the Certificate surrendered, or shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable.

SECTION 3.4. NO FRACTIONAL SHARES. No certificates or scrip representing less than one share of Parent Common Stock shall be issued upon the surrender for exchange of Certificates representing Company Common Stock pursuant to Section 3.1(b). In lieu of any such fractional share, each holder of Company Common Stock who would otherwise have been entitled to a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to Section 3.1(b) shall be paid upon such surrender cash (without interest) in an amount equal to such holder's proportionate interest in the net proceeds from the sale or sales in the open market by the Exchange Agent, on behalf of

all such holders, of the aggregate fractional Parent Common Stock issued pursuant to this Section 3.4. As soon as practicable following the Effective

Date, the Exchange Agent shall determine the excess of (i) the number of full shares of Parent Common Stock delivered to the Exchange Agent by Parent over (ii) the aggregate number of full shares of Parent Common Stock to be distributed to holders of Company Common Stock (such excess being herein called the "Excess Shares"), and the Exchange Agent, as agent for the former holders of Company Common Stock, shall sell the Excess Shares at the prevailing prices on The Nasdaq Stock Market ("Nasdaq"). The Exchange Agent shall deduct from the proceeds of the sale of the Excess Shares all commissions and transfer taxes incurred in connection with such sale of Excess Shares. Until the net proceeds of such sale have been distributed to the former stockholders of the Company, the Exchange Agent will hold such proceeds in trust for such former stockholders (the "Fractional Securities Fund"). As soon as practicable after the determination of the amount of cash to be paid to former stockholders of the Company in lieu of any fractional interests, the Exchange Agent shall make available in accordance with the terms of this Merger Agreement such amounts to such former stockholders.

SECTION 3.5. STOCK OPTIONS. At or prior to the Effective Date, the Company and Parent shall take all action necessary to cause the assumption by Parent as of the Effective Date of the Company's 1995 Performance Option Plan, Incentive Stock Option Plan, Equity Incentive Plan and Nonemployee Directors Stock Option Plan (the "Stock Option Plans"). Each of the options to purchase Company Common Stock, whether vested or unvested, issued under the Stock Option Plans or pursuant to separate option agreements outstanding as of the Effective Date (the "Outstanding Options") shall be converted without any action on the part of the holder thereof into an option to purchase shares of Parent Common Stock as of the Effective Date. The number of shares of Parent Common Stock that the holder of an Outstanding Option shall be entitled to receive upon the exercise of such option shall be a number of whole shares determined by multiplying the number of shares of Company Common Stock subject to such option, determined immediately before the Effective Date, by the Exchange Ratio. The option price of each share of Parent Common Stock subject to an Outstanding Option shall be the amount (rounded up to the nearest whole cent) obtained by dividing the exercise price per share of Company Common Stock at which such option is exercisable immediately before the Effective Date by the Exchange Ratio. The assumption and substitution of options as provided herein shall not give the holders of such options additional benefits or additional vesting rights (other than rights to the acceleration of vesting or the lapse of the right of repurchase caused by the Merger under existing contractual arrangements) which they did not have immediately prior to the Effective Date or relieve the holders of any obligations or restrictions applicable to their options or the shares obtainable

6

<PAGE> 13

upon exercise of the options. After the Effective Date, the Stock Option Plans shall be continued in effect by Parent subject to amendment, modification, suspension, abandonment or termination as provided therein, and the Stock Option Plans as so continued shall relate only to the issuance of Parent Common Stock as provided in this Section 3.5. Parent shall comply with the terms of the Stock Option Plans and use all reasonable efforts to ensure, to the extent required by, and subject to the provisions of such Stock Option Plans, that the Outstanding Options which qualified as incentive stock options prior to the Effective Date continue to qualify as incentive stock options after the Effective Date. Parent shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Parent Common Stock for delivery under Outstanding Options assumed in accordance with this Section 3.5.

As soon as practicable after the Effective Date, and not more than one business day thereafter, Parent shall file a registration statement on Form S-8 relating to such assumed options and shall use all reasonable efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such options remain outstanding. Parent shall use all reasonable efforts to qualify as soon as practicable after the Effective Date under applicable state securities laws the issuance of such shares of Parent Common Stock issuable upon exercise of such Outstanding Options. With respect to those individuals who subsequent to the Merger will be subject to the reporting requirements under Section 16(a) of the Exchange Act, Parent shall administer the Stock Option Plans assumed pursuant to this Section 3.5 in a manner that complies with Rule 16b-3 promulgated under the Exchange Act to the extent the Stock Option Plans complied with such rule prior to the Merger. Upon the earlier to occur of (i) July 31, 1996 or (ii) the trading day immediately preceding the Effective Date, all then outstanding rights to acquire shares of Company Common Stock under the Company's Employee Stock Purchase Plan (the "Stock Purchase Plan") will be exercised for the purchase of shares of Company Common Stock. Effective no later than the close of the second trading day immediately preceding the Effective Date, (but in no event prior to the exercise contemplated in the previous sentence), the Board of Directors of the Company shall terminate the Stock Purchase Plan and all outstanding options to purchase Company Common Stock thereunder. All funds contributed to the Stock Purchase Plan that have not been used to purchase shares of Company Common Stock shall be returned, in cash, to participants of the Stock Purchase Plan as soon as administratively feasible after such termination date, in accordance with Section 17(b) of the Stock Purchase Plan.

SECTION 3.6. STOCKHOLDERS' MEETINGS.

(a) The Company shall take all action necessary, in accordance with applicable law and its Certificate of

7

<PAGE> 14

Incorporation and By-laws, to convene a special meeting of the holders of Company Common Stock (the "Company Meeting") as promptly as practicable for the purpose of considering and taking action upon this Merger Agreement. The Board of Directors of the Company will recommend that holders of Company Common Stock vote in favor of and approve the Merger and the adoption of the Merger Agreement at the Company Meeting. The Company shall use all reasonable efforts to solicit from its stockholders proxies in favor of the adoption of the Merger Agreement and shall take all other action necessary or advisable to secure the vote or consent of stockholders required by Delaware law to obtain such approval. At the Company Meeting, all of the shares of Company Common Stock then owned by Parent, Sub, or any other subsidiary of Parent, or with respect to which Parent, Sub, or any other subsidiary of Parent holds the power to direct the voting, will be voted in favor of approval of the Merger and adoption of this Merger Agreement.

(b) Parent shall take all action necessary, in accordance with applicable law and its Certificate of Incorporation and By-laws, to convene a special meeting of the holders of Parent capital stock (the "Parent Meeting") as promptly as practicable for the purpose of considering and taking action to authorize the issuance of Parent Common

Stock associated with the Merger under the applicable guidelines of Nasdaq (the "Parent Share Proposal"). The Board of Directors of Parent will recommend that holders of Parent Common Stock vote in favor of and approve the Parent Share Proposal at the Parent Meeting. Parent shall use all reasonable efforts to solicit from its stockholders proxies in favor of the adoption of the Parent Share Proposal and shall take all other action necessary or advisable to secure the vote or consent of stockholders required by Delaware law to obtain such approval.

SECTION 3.7. CLOSING OF THE COMPANY'S TRANSFER BOOKS. At the Effective Date, the stock transfer books of the Company shall be closed and no transfer of shares of Company Common Stock shall be made thereafter. In the event that, after the Effective Date, Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for Parent Common Stock and/or cash as provided in Sections 3.1(b) and 3.4.

SECTION 3.8. ASSISTANCE IN CONSUMMATION OF THE MERGER. Each of Parent, Sub and the Company shall provide all reasonable assistance to, and shall cooperate with, each other to bring about the consummation of the Merger as soon as possible in accordance with the terms and conditions of this Merger Agreement. Parent shall cause Sub to perform all of its obligations in connection with this Merger Agreement.

8

<PAGE> 15

SECTION 3.9. CLOSING. The closing of the transactions contemplated by this Merger Agreement shall take place (i) at the offices of Willkie Farr & Gallagher, One Citicorp Center, 153 East 53rd Street, New York, New York 10022, as soon as practicable after the last of the conditions set forth in Article IX is fulfilled or waived or (ii) at such other time and place as Parent and the Company shall agree in writing.

SECTION 3.10. NO FURTHER RIGHTS IN COMPANY COMMON STOCK. All shares of Parent Common Stock issued upon conversion of the shares of Company Common Stock in accordance with the terms hereof (including any cash paid pursuant to Sections 3.3 or 3.4) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Common Stock.

SECTION 3.11. NO LIABILITY. Neither Parent nor the Company shall be liable to any holder of shares of Company Common Stock for any such shares of Company Common Stock (or dividends or distributions with respect hereto), or cash delivered to a public official pursuant to any abandoned property, escheat or similar law, rule, regulation, statute, order, judgment or decree.

SECTION 3.12. WITHHOLDING RIGHTS. Each of Surviving Corporation and Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Merger Agreement to any holder of shares of Company Common Stock such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Surviving Corporation or Parent, as the case may be, such withheld amounts shall be treated for all purposes of this Merger Agreement as having been paid to the holder of the shares of Company Common Stock in respect of which such deduction and withholding was made by the Surviving Corporation or Parent, as the case may be.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company as follows:

SECTION 4.1. ORGANIZATION AND QUALIFICATION. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. Parent is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification necessary, except where the

9

<PAGE> 16

failure to be so qualified will not, individually or in the aggregate, have a material adverse effect on the business, properties, assets, condition (financial or otherwise), liabilities or operations of Parent and its subsidiaries taken as a whole (a "Parent Material Adverse Effect"). Complete and correct copies as of the date hereof of the Certificate of Incorporation and By-laws of Parent have been delivered to the Company as part of a disclosure letter delivered by Parent to the Company prior to the date of this Merger Agreement (the "Parent Disclosure Letter").

SECTION 4.2. CAPITALIZATION. The authorized capital stock of Parent consists of 400,000,000 shares of Parent Common Stock, and 25,000,000 shares of preferred stock, \$.01 par value. As of April 26, 1996, as adjusted for the Parent Stock Split (i) 125,804,234 shares of Parent Common Stock were validly issued and outstanding, fully paid and nonassessable, (ii) 95,000 shares of Parent's Series A 8% Cumulative Convertible Preferred Stock, were validly issued and outstanding, fully paid, and nonassessable and (iii) 15,000,000 shares of Series B Cumulative Convertible Preferred Stock were validly issued and outstanding, fully paid, and nonassessable. As of the date hereof, there are no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the Parent's stockholders may vote ("Parent Voting Debt") issued or outstanding. As of April 26, 1996, after giving effect to the Parent Stock Split, except for options to acquire 20,614,274 shares of Parent Common Stock pursuant to the Parent's 1992 Stock Plan and 1993 Stock Plan, warrants to purchase 1,500,000 shares of Parent Common Stock, commitments to issue shares of Parent Common Stock under Parent's Shareworks and Shareworks Plus programs and commitments to issue shares of Parent Common Stock to non-employee directors pursuant to Parent's 1993 Stock Plan, and, except as provided herein and in the Parent Rights Plan, there are no options, warrants, calls or other rights, agreements or commitments presently outstanding obligating Parent to issue, deliver or sell shares of its capital stock or debt securities, or obligating Parent to grant, extend or enter into any such option, warrant, call or other such right, agreement or commitment. All of the shares of Parent Common Stock issuable in accordance with this Merger Agreement in exchange for Company Common Stock at the Effective Date will be, when so issued, duly authorized, validly issued, fully paid and nonassessable and shall be delivered free and clear of any pledge, lien, security interest, mortgage, charge, claim, equity, option, proxy, voting restriction, right of first refusal, limitation on disposition, adverse claim of ownership or use or

encumbrance of any kind ("Encumbrances"), including any preemptive rights of any stockholder of Parent.

SECTION 4.3. SUBSIDIARIES. The only "Significant Subsidiaries" (as such term is defined in Rule 1-02 of Regulation S-X of the Securities and Exchange Commission (the "Commission")) ("Significant Subsidiaries") of Parent are those named in Section

10

<PAGE> 17

4.3 of the Parent Disclosure Letter or set forth on Exhibit 21 to Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1995. Each Significant Subsidiary incorporated in the United States is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. Each Significant Subsidiary is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary except where the failure to be so qualified will not have a Parent Material Adverse Effect. Except as disclosed in Section 4.3 of the Parent Disclosure Letter, all the outstanding shares of capital stock of each Significant Subsidiary are validly issued, fully paid and nonassessable and owned by Parent or by a Significant Subsidiary of Parent free and clear of any Encumbrances. There are no existing options, warrants, calls or other rights, agreements or commitments of any character relating to the issued or unissued capital stock or other securities of any of the Significant Subsidiaries of Parent. Except as set forth in the Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1995, as disclosed in Section 4.3 of the Parent Disclosure Letter and except for wholly owned subsidiaries which are formed after the date hereof in the ordinary course of business, Parent does not directly or indirectly own any interest in any other corporation, partnership, joint venture or other business association or entity that is a Significant Subsidiary.

SECTION 4.4. AUTHORITY RELATIVE TO THIS MERGER AGREEMENT.

(a) Parent has the corporate power to execute and deliver this Merger Agreement and to carry out its obligations hereunder. The execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Parent's Board of Directors. The Merger Agreement constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. Except for the approval of the holders of the Parent capital stock described in Section 3.6(b), no other corporate proceedings on the part of Parent are necessary to authorize the execution and delivery by Parent of this Merger Agreement or the consummation of the transactions contemplated

hereby.

11

<PAGE> 18

(b) The execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby, does not and will not result in the change in conversion ratios, conversion rights or voting rights, or the breach, violation, default (with or without notice or lapse of time, or both), termination, cancellation or acceleration of any obligation or the loss of a material benefit, under (i) the Parent's charter or by-laws or (ii) any indenture or other loan document provision or other contract, license, franchise, permit, order, decree, concession, lease, instrument, judgment, statute, law, ordinance, rule or regulation applicable to Parent or any of its subsidiaries or their respective properties or assets, other than, in the case of clause (ii) only, (A) any breaches, violations, defaults, terminations, cancellations, accelerations or losses which, either singly or in the aggregate, will not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby and (B) the laws and regulations referred to in the next paragraph.

(c) Except as disclosed in Section 4.4 of the Parent Disclosure Letter, or in connection, or in compliance, with the provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934 (the "Exchange Act"), and the corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by Parent of the Merger or the other transactions contemplated by this Merger Agreement, other than filings, registrations, authorizations, consents or approvals the failure of which to make or obtain will not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

SECTION 4.5. REPORTS AND FINANCIAL STATEMENTS. Parent has previously furnished the Company with true and complete copies of its (i) Annual Report on Form 10-K, as amended, for the fiscal years ended December 31, 1994 and December 31, 1995, as filed with the Commission, (ii) proxy statements related to all meetings of its stockholders (whether annual or special) since January 1, 1994, and (iii) all other reports or registration statements filed by Parent with the Commission under the Exchange Act since December 31, 1992 through the date hereof, except Quarterly Reports on Form 10-Q for fiscal quarters ended prior to December 31, 1995 (the items in clauses (i) through (iii) being referred to herein collectively as the "Parent SEC Reports"). As of their respective dates, the Parent SEC Reports complied in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder applicable

12

<PAGE> 19

to such Parent SEC Reports. As of their respective dates, the Parent SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited interim financial statements of Parent included in the Parent SEC Reports comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto. The financial statements included in the Parent SEC Reports: have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto); present fairly, in all material respects, the financial position of Parent and its subsidiaries as at the dates thereof and the results of their operations and cash flows for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end audit adjustments, any other adjustments described therein and the fact that certain information and notes have been condensed or omitted in accordance with the Exchange Act and the rules promulgated thereunder; and are in all material respects, in accordance with the books of account and records of Parent.

SECTION 4.6. ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as disclosed in the Parent SEC Reports or as disclosed in Section 4.6 of the Parent Disclosure Letter, from December 31, 1995 through the date of this Merger Agreement, there has not been (i) any transaction, commitment, dispute or other event or condition (financial or otherwise) of any character (whether or not in the ordinary course of business) individually or in the fiscal years ended December 31, 1994 and December 31, 1995, as filed with the Commission, (ii) proxy statements related to all meetings of its stockholders (whether annual or special) since January 1, 1994, and (iii) all other reports or registration statements filed by Parent with the Commission under the Exchange Act since December 31, 1992 through the date hereof, except Quarterly Reports on Form 10-Q for fiscal quarters ended prior to December 31, 1995 (the items in clauses (i) through (iii) being referred to herein collectively as the "Parent SEC Reports"). As of their respective dates, the Parent SEC Reports complied in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder applicable aggregate having a Parent Material Adverse Effect (other than as a result of changes in laws or regulations of general applicability); (ii) any damage, destruction or loss, whether or not covered by insurance, which would have a Parent Material Adverse Effect; or (iii) any entry into any commitment or transaction material to Parent and its subsidiaries taken as a whole (including, without limitation, any borrowing or sale of assets) except in the ordinary course of business consistent with past practice.

SECTION 4.7. EMPLOYEE BENEFIT PLANS. Except as disclosed in the Parent SEC Reports or as disclosed in Section 4.7 of the Parent Disclosure Letter, there are no material employee benefit or compensation plans, agreements or arrangements, including "employee benefit plans," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and including, but not limited to, plans, agreements or arrangements relating to former employees, including, but not limited, to retiree medical plans, maintained or contributed to by Parent or any

of its subsidiaries or material collective bargaining agreements to which Parent or any of its subsidiaries is a party, other than "multiemployer plans,"

as defined in Section 3(37) of ERISA (together, the "Parent Benefit Plans"). To the best knowledge of Parent, no default exists with respect to the obligations of Parent or any of its subsidiaries under any Parent Benefit Plan, which default, alone or in the aggregate, would have a Parent Material Adverse Effect. Since January 1, 1995, there have been no disputes or grievances subject to any grievance procedure, unfair labor practice proceedings, arbitration or litigation under any Parent Benefit Plans, which have not been finally resolved, settled or otherwise disposed of (other than claims for benefits in the ordinary course), nor, to the best knowledge of Parent, is there any condition related to any Parent Benefit Plans which, with notice or lapse of time or both, which failure to resolve, settle or otherwise dispose of, alone or in the aggregate with any other such conditions, would have a Parent Material Adverse Effect. Since January 1, 1995, there have been no strikes, lockouts or work stoppages or slowdowns, or to the best knowledge of Parent, jurisdictional disputes or organizing activity occurring or threatened with respect to the business or operations of Parent or its subsidiaries which have had or would have a Parent Material Adverse Effect.

SECTION 4.8. ERISA. All Parent Benefit Plans have been administered in accordance, and are in compliance with the applicable provisions of ERISA, except where such failures to administer or comply would not have a Parent Material Adverse Effect. Each of the Parent Benefit Plans which is intended to meet the requirements of Section 401(a) of the Code has been determined by the Internal Revenue Service (the "IRS") to meet the requirements of such section of the Code (except with respect to any such benefit plans which have not yet been submitted to the IRS, each of which is still within the "remedial amendment period" described in Section 401(b) of the Code), and Parent knows of no fact which is likely to have an adverse affect on the qualified status of such plans. None of the Parent Benefit Plans are subject to Title IV of ERISA, and neither Parent nor any entity treated as a single employer with Parent under Section 414(b) or (c) of the Code (a "Parent ERISA Affiliate") has maintained such a plan during the six-year period ended on the date hereof. To the best knowledge of Parent, there are not now nor have there been any non-exempt "prohibited transactions," as such term is defined in Section 4975 of the Code or Section 406 of ERISA, involving the Parent Benefit Plans which could subject Parent or its subsidiaries to any penalty or tax imposed under Section 502(i) of ERISA or Section 4975 of the Code other than a de minimis penalty or tax. Neither Parent nor any Parent ERISA Affiliate has any obligation to contribute to, or has had within the six-year period ending on the date hereof, any obligation to or has actually contributed to, any multiemployer plan. Neither Parent nor any ERISA Affiliate has engaged in any transaction described in Section 4069 of ERISA within the five-year period ending on the date hereof.

14

<PAGE> 21

SECTION 4.9. PARENT ACTION. The Board of Directors of Parent (at a meeting duly called and held) has by the unanimous vote of all directors present with no abstentions (a) determined that the Parent Share Proposal is advisable and in the best interests of Parent and its stockholders and (b) recommended the approval of the Parent Share Proposal by the holders of Parent Common Stock and directed that the Parent Share Proposal be submitted for consideration by Parent's stockholders at the Parent Meeting.

SECTION 4.10. FAIRNESS OPINION. Parent has received the written opinion of Gleacher NatWest Inc., financial advisor to Parent, dated no later than the date hereof, to the effect that the Exchange Ratio is fair to the stockholders of Parent from a financial point of view.

SECTION 4.11. NO BROKERS. Except for Gleacher NatWest Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the transactions contemplated by this Merger Agreement based upon arrangements made by or on behalf of Parent.

SECTION 4.12. PARENT OWNERSHIP OF COMPANY COMMON STOCK. Parent and its "associates" and "affiliates" (as defined under both Section 203 of the DGCL and Rule 405 under the Securities Act), collectively beneficially own and have beneficially owned at all times during the three-year period prior to the date hereof less than 1% of the shares of Company Common Stock outstanding (other than shares of Company Common Stock issuable pursuant to the Stock Option Agreement to be entered into concurrently herewith).

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Sub as follows:

SECTION 5.1. ORGANIZATION AND QUALIFICATION. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. The Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not have a material adverse effect on the business, properties, assets, condition (financial or otherwise), liabilities or operations of the Company and its subsidiaries taken as a whole (a "Company Material Adverse Effect"). Complete and correct copies as of the date hereof of

15

<PAGE> 22

the Certificate of Incorporation and By-laws of the Company and each of its subsidiaries have been delivered to Parent as part of a disclosure letter delivered by the Company to Parent on or prior to the date of this Merger Agreement (the "Company Disclosure Letter").

SECTION 5.2. CAPITALIZATION. The authorized capital stock of the Company consists of 175,000,000 shares of Company Common Stock and 500,000 shares of preferred stock, \$0.001 par value. As of April 26, 1996, (i) 32,258,139 shares of Company Common Stock were validly issued and outstanding, fully paid and nonassessable and (ii) no shares of preferred stock were issued and outstanding. As of the date hereof, there are no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the Company's stockholders may vote ("Voting Debt") issued or outstanding. As of April 26, 1996, except for (i) options to acquire 3,232,015 shares of Company Common Stock (the "Options"), (ii) options outstanding under the Company's

Employee Stock Purchase Plan, and (iii) the issuance of shares pursuant to the proposed transactions described in Section 5.2 of the Company Disclosure Letter (the "Proposed Transactions"), there are no options, warrants, calls or other rights, agreements or commitments presently outstanding obligating the Company to issue, deliver or sell shares of its capital stock or debt securities, or obligating the Company to grant, extend or enter into any such option, warrant, call or other such right, agreement or commitment.

SECTION 5.3. SUBSIDIARIES. The only Significant Subsidiaries of the Company are disclosed in Section 5.3 of the Company Disclosure Letter, all of which have been named in the Company SEC Reports (as hereinafter defined). Each Significant Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. Each Significant Subsidiary incorporated in the United States is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary except where the failure to be so qualified will not have a Company Material Adverse Effect. All the outstanding shares of capital stock of each Significant Subsidiary are validly issued, fully paid and nonassessable and owned by the Company or by a subsidiary of the Company free and clear of any Encumbrances. There are no existing options, warrants, calls or other rights, agreements or commitments of any character relating to the issued or unissued capital stock or other securities of any of the Significant Subsidiaries of the Company. Except as set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1995, as disclosed in Section 5.3 of the Company Disclosure Letter and except for wholly owned

16

<PAGE> 23

subsidiaries which are formed after the date hereof in the ordinary course of business, the Company does not directly or indirectly own any interest in any other corporation, partnership, joint venture or other business association or entity.

SECTION 5.4. AUTHORITY RELATIVE TO THIS MERGER AGREEMENT.

(a) The Company has the corporate power to execute and deliver this Merger Agreement and to carry out its obligations hereunder and, subject to approval of the Merger Agreement by the holders of the Company Common Stock, to carry out its obligations hereunder. The execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Company's Board of Directors. This Merger Agreement constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) Except as disclosed in Section 5.4 of the Company Disclosure Letter, the execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby, does not and will not result in the breach, violation, default (with or without notice or

lapse of time, or both), termination, cancellation or acceleration of any obligation or the loss of a material benefit, under (i) the Company's charter or by-laws or (ii) any indenture or other loan document provision or other contract, license, franchise, permit, order, decree, concession, lease, instrument, judgment, statute, law, ordinance, rule or regulation applicable to the Company or any of its subsidiaries or their respective properties or assets, other than, in the case of clause (ii) only, (A) any breaches, violations, defaults, terminations, cancellations, accelerations or losses which, either singly or in the aggregate, will not have a Company Material Adverse Effect or prevent the consummation of the transactions contemplated hereby and (B) the laws and regulations referred to in the next paragraph. Contemporaneously with the execution and delivery of this Merger Agreement, Microsoft Corporation ("MS") has delivered a written waiver of any (i) MS right of first refusal or first offer contained in that certain TCP/IP Local Access Network Agreement, dated as of March 6, 1995, by and between MS and the Company (the "MS Agreement"), (ii) any MS right of termination of the MS Agreement, in each case as a result of the execution and

17

<PAGE> 24

delivery of this Merger Agreement and the consummation of the transactions contemplated hereby, (iii) any MS right to declare a default under the Equipment Loan Agreement dated as of March 6, 1996, between MS and the Company as a result of the exercise of the rights granted under the Stock Option Agreement or the consummation of the transactions contemplated hereby and (iv) any MS right to have representation on the Company's Board of Directors. In addition, contemporaneously with the execution and delivery of this Merger Agreement, Microsoft Network L.L.C. has delivered a written waiver of any right of termination of the TCP/IP Network Access Provider Agreement, dated April 9, 1996, as a result of the execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby.

(c) Except as disclosed in Section 5.4 of the Company Disclosure Letter or transactions contemplated thereby in connection, or in compliance, with the provisions of the HSR Act, the Securities Act, the Exchange Act, and the corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by the Company of the Merger or the other transactions contemplated hereby, other than filings, registrations, authorizations, consents or approvals the failure of which to make or obtain will not have a Company Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

SECTION 5.5. REPORTS AND FINANCIAL STATEMENTS. The Company has previously furnished Parent with true and complete copies of its (i) Annual Report on Form 10-K, as amended, for the fiscal year ended December 31, 1995, as filed with the Commission, (ii) proxy statements related to all meetings of its stockholders (whether annual or special) since January 1, 1995, and (iii) all other reports or registration statements filed by the Company with the Commission under the Exchange Act since December 31, 1994, except Quarterly Reports on Form 10-Q for fiscal quarters ended prior to December 31, 1995 (the items in clauses (i) through (iii) being referred to herein collectively as the

"Company SEC Reports"). As of their respective dates, the Company SEC Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder applicable to such Company SEC Reports. As of their respective dates, the Company SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited interim financial statements of the Company included in the Company SEC Reports comply as to form in all material respects with applicable accounting

18

<PAGE> 25

requirements and with the published rules and regulations of the Commission with respect thereto. The financial statements included in the Company SEC Reports: have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto); present fairly, in all material respects, the financial position of the Company and its subsidiaries as at the dates thereof and the results of their operations and cash flow for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end audit adjustments and any other adjustments described therein and the fact that certain information and notes have been condensed or omitted in accordance with the Exchange Act and the rules promulgated thereunder; and are in all material respects, in accordance with the books of account and records of the Company.

SECTION 5.6. ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as disclosed in the Company SEC Reports or as disclosed in Section 5.6 of the Company Disclosure Letter, from December 31, 1995 through the date of this Merger Agreement, there has not been (i) any transaction, commitment, dispute or other event or condition (financial or otherwise) of any character (whether or not in the ordinary course of business) individually or in the aggregate having a Company Material Adverse Effect (other than as a result of changes in laws or regulations of general applicability); (ii) any damage, destruction or loss, whether or not covered by insurance, which would have a Company Material Adverse Effect; or (iii) any entry into any commitment or transaction material to the Company and its subsidiaries taken as a whole (including, without limitation, any borrowing or sale of assets) except in the ordinary course of business consistent with past practice.

SECTION 5.7. EMPLOYEE BENEFIT PLANS. Except as disclosed in the Company SEC Reports or as disclosed in Section 5.7 of the Company Disclosure Letter, there are no material employee benefit or compensation plans, agreements or arrangements, including "employee benefit plans," as defined in Section 3(3) of ERISA, and including, but not limited to, plans, agreements or arrangements relating to former employees, including, but not limited, to retiree medical plans, maintained or contributed to by the Company or any of its subsidiaries or material collective bargaining agreements to which the Company or any of its subsidiaries is a party, other than "multiemployer plans," as defined in Section 3(37) of ERISA (together, the "Company Benefit Plans"). To the best knowledge of the Company, no default exists with respect to the obligations of the Company or any of its subsidiaries under any Company Benefit Plan, which default, alone or in the aggregate, would have a Company Material Adverse Effect. Since January 1, 1995, there have been no disputes or

grievances subject to any grievance procedure, unfair labor practice proceedings, arbitration or litigation under any Company Benefit Plans, which have not been finally resolved,

19

<PAGE> 26

settled or otherwise disposed of (other than claims for benefits in the ordinary course), nor, to the best knowledge of the Company, is there any condition related to any Company Benefit Plans which, with notice or lapse of time or both, which failure to resolve, settle or otherwise dispose of, alone or in the aggregate with any other such conditions, would have a Company Material Adverse Effect. Since January 1, 1995, there have been no strikes, lockouts or work stoppages or slowdowns, or to the best knowledge of the Company, jurisdictional disputes or organizing activity occurring or threatened with respect to the business or operations of the Company or its subsidiaries which have had or would have a Company Material Adverse Effect.

SECTION 5.8. ERISA. All Company Benefit Plans have been administered in accordance, and are in compliance with the applicable provisions of ERISA, except where such failures to administer or comply would not have a Company Material Adverse Effect. Each of the Company Benefit Plans which is intended to meet the requirements of Section 401(a) of the Code has been determined by the IRS to meet the requirements of such section of the Code (except with respect to any such benefit plans which have not yet been submitted to the IRS, each of which is still within the "remedial amendment period" described in Section 401(b) of the Code), and the Company knows of no fact which is likely to have an adverse affect on the qualified status of such plans. None of the Company Benefit Plans are subject to Title IV of ERISA, and neither the Company nor any entity treated as a single employer with Company under Section 414(b) or (c) of the Code (a "Company ERISA Affiliate") has maintained such a plan during the six-year period ended on the date hereof. To the best knowledge of the Company, there are not now nor have there been any non-exempt "prohibited transactions," as such term is defined in Section 4975 of the Code or Section 406 of ERISA, involving the Company Benefit Plans which could subject the Company or its subsidiaries to any penalty or tax imposed under Section 502(i) of ERISA or Section 4975 of the Code other than a de minimis penalty or tax. Neither the Company nor any Company ERISA Affiliate has any obligation to contribute to, or has had within the six-year period ending on the date hereof, any obligation to or has actually contributed to, any multiemployer plan. Neither the Company nor any Company ERISA Affiliate has engaged in any transaction described in Section 4069 of ERISA within the five-year period ending on the date hereof.

SECTION 5.9. TAKEOVER PROVISIONS INAPPLICABLE. Assuming the accuracy of the representation of Parent set forth in Section 4.12, as of the date hereof and at all times on or prior to the Effective Date, Section 203 of the DGCL is, and shall be, inapplicable to the Merger and the transactions contemplated by this Merger Agreement, the approval of the execution and delivery of the Stock Option Agreement.

20

<PAGE> 27

SECTION 5.10. COMPANY ACTION. The Board of Directors of the Company (at a meeting duly called and held) has by the unanimous vote of all directors present with no abstentions (a) determined that the Merger is advisable and fair and in the best interests of the Company and its stockholders, (b) approved the Merger in accordance with the provisions of Section 251 of the DGCL, (c) recommended the approval of this Merger Agreement and the Merger by the holders of the Company Common Stock and directed that the Merger be submitted for consideration by the Company's stockholders at the Company Meeting, (d) taken all necessary steps to render Section 203 of the DGCL inapplicable to the Merger and the transactions contemplated by this Merger Agreement (assuming the accuracy of the representation of Parent set forth in Section 4.12), and (e) adopted a resolution having the effect of causing the Company not to be subject, to the extent permitted by applicable law, to any state takeover law that may purport to be applicable to the Merger and the transactions contemplated by this Merger Agreement.

SECTION 5.11. FAIRNESS OPINION. The Company has received the written opinion of Goldman, Sachs & Co., financial advisor to the Company dated no later than the date hereof, to the effect that the Exchange Ratio is fair to the stockholders of the Company.

SECTION 5.12. NO BROKERS. (i) Except as set forth in Section 5.12 of the Company Disclosure Letter and for Goldman, Sachs & Co., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Merger or the transactions contemplated by this Merger Agreement based upon arrangements made by or on behalf of the Company, and (ii) the fees and commissions payable as contemplated by this Section 5.12.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES REGARDING SUB

Parent and Sub jointly and severally represent and warrant to the Company as follows:

SECTION 6.1. ORGANIZATION. Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Sub was incorporated on March 27, 1996. Except as related to the Merger, this Merger Agreement and the consummation of the transactions contemplated hereby, Sub has not engaged in any business or activities (other than certain organizational matters) or incurred any commitments or liabilities since it was incorporated.

SECTION 6.2. CAPITALIZATION. The authorized capital stock of Sub consists of 1,000 shares of Common Stock, par value \$0.01 per share, 100 shares of which are validly issued and

21

<PAGE> 28

outstanding, fully paid and nonassessable and, except as disclosed in Section 6.2 of the Parent Disclosure Letter, are owned by Parent free and clear of all Encumbrances.

SECTION 6.3. AUTHORITY RELATIVE TO THIS MERGER AGREEMENT. Sub has the corporate power to enter into this Merger Agreement and to carry out its

obligations hereunder. The execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its Board of Directors and sole stockholder, and no other corporate proceedings on the part of Sub are necessary to authorize this Merger Agreement and the transactions contemplated hereby. Except as referred to herein or in connection, or in compliance, with the provisions of the HSR Act, the Securities Act, the Exchange Act and the corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any Governmental Entity is necessary for the consummation by Sub of the Merger or the transactions contemplated by this Merger Agreement, other than filings, registrations, authorizations, consents or approvals the failure to make or obtain would not prevent the consummation of the transactions contemplated hereby.

ARTICLE VII.

CONDUCT OF BUSINESS PENDING THE MERGER

SECTION 7.1. CONDUCT OF BUSINESS BY THE COMPANY PENDING THE MERGER. Prior to the Effective Date, unless Parent shall otherwise agree in writing:

(a) the Company shall, and shall cause its subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, and shall, and shall cause its subsidiaries to, use all reasonable efforts to preserve intact their present business organizations, keep available the services of their present officers and employees and preserve their relationships with customers, suppliers and others having business dealings with them to the end that their goodwill and on-going businesses shall be unimpaired at the Effective Date, except such impairment as would not have a Company Material Adverse Effect. The Company shall, and shall cause its subsidiaries to, (a) maintain insurance coverages and its books, accounts and records in the usual manner consistent with prior practices; (b) comply in all material respects with all laws, ordinances and regulations of Governmental Entities applicable to the Company and its subsidiaries; (c) maintain and keep its properties and equipment in good repair, working order and condition, ordinary wear and tear excepted; and (d) perform in all material respects its obligations under all contracts and

22

<PAGE> 29

commitments to which it is a party or by which it is bound, in each case other than where the failure to so maintain, comply or perform, either individually or in the aggregate, would result in a Company Material Adverse Effect;

(b) except as required by this Merger Agreement the Company shall not and shall not propose to (A) sell or pledge or agree to sell or pledge any capital stock owned by it in any of its subsidiaries, (B) amend its Certificate of Incorporation or By-laws, (C) split, combine or reclassify its outstanding capital stock, or declare, set aside or pay any dividend or other distribution payable in cash, stock or property, or (D) directly

or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of capital stock of the Company except for the repurchase at cost of shares of Company Common Stock from employees, consultants or directors of the Company upon termination of their relationship with the Company in accordance with existing contractual rights of repurchase in favor of the Company;

(c) the Company shall not, nor shall it permit any of its subsidiaries to, (A) except as required by this Merger Agreement, issue, propose to issue, deliver or sell or agree to issue, deliver or sell any additional shares of, or rights of any kind to acquire any shares of, its capital stock of any class, any option, rights or warrants to acquire, or securities convertible into, shares of capital stock other than issuances of options to purchase Company Common Stock under the Stock Option Plans on or after the date of this Merger Agreement to employees of the Company or its subsidiaries (including subsidiaries acquired or formed on or after the date of this Merger Agreement) in the ordinary course of business and consistent with past practice, other than to such employees who are executive officers of the Company ("Permitted Options") or issuances of Company Common Stock pursuant to the Proposed Transactions, the Stock Purchase Plan or the exercise of options outstanding on the date of this Merger Agreement or Permitted Options; (B) acquire, lease or dispose or agree to acquire, lease or dispose of any capital assets or any other assets other than (i) in the ordinary course of business or (ii) in connection with any additional deployment or expansion of network infrastructure requested by MS; (C) incur additional Indebtedness or encumber or grant a security interest in any asset or enter into any other material transaction other than in each case (i) in the ordinary course of business, (ii) pursuant to any extension of credit by MS, or (iii) pursuant to credit facilities in an aggregate amount not to exceed \$40,000,000; (D) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in, or by any other manner, any business or any corporation, partnership,

23

<PAGE> 30

association or other business organization or division thereof, in each case in this Clause (D) which are material, individually or in the aggregate, to the Company and its subsidiaries taken as a whole, except that the Company may acquire or create new wholly owned subsidiaries in the ordinary course of business and as contemplated by the Proposed Transactions; (E) authorize any capital expenditures in excess of the Company's 1996 capital expenditure budget provided to Parent prior to the date hereof, except for capital expenditures funded by an increase in credit facilities with MS; or (F) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(d) except as disclosed in the Company Disclosure Letter, the Company shall not, nor shall it permit, any of its subsidiaries to, except as required to comply with applicable law and except as provided in Section 3.5 hereof, (A) adopt, enter into, terminate or amend any bonus, profit sharing, compensation, severance, termination, stock option, pension, retirement, deferred compensation, employment or other Company Benefit

Plan, agreement, trust, fund or other arrangement for the benefit or welfare of any director, officer or current or former employee, other than in the ordinary course of business consistent with past practice (B) increase in any manner the compensation or fringe benefit of any director, officer or employee (except for normal increases in the ordinary course of business that are consistent with past practice and that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company and its subsidiaries relative to the level in effect prior to such amendment and except for increases pursuant to the Company's pending 1996 salary increases in an aggregate amount not to exceed 15% of the base salary of current employees, (C) pay any benefit not provided under any existing plan or arrangement, (D) grant any awards under any bonus, incentive, performance or other compensation plan or arrangement or Company Benefit Plan (including, without limitation, the grant of stock options, stock appreciation rights, stock based or stock related awards, performance units or restricted stock, or the removal of existing restrictions in any benefit plans or agreements or awards made thereunder) (other than such plans and arrangements (other than stock options) which are made in the ordinary course of business consistent with past practice, including Permitted Options), (E) take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, contract or arrangement or Company Benefit Plan other than in the ordinary course of business consistent with past practice, or (F) adopt, enter into, amend or terminate any contract, agreement, commitment or arrangement to do any of the foregoing;

24

<PAGE> 31

(e) except as set forth on Section 7.1(e) of the Company Disclosure Letter, the Company shall not, nor shall it permit any of its subsidiaries to, make any investments in non-investment grade securities exceeding \$1,000,000; provided, however, that the Company will be permitted to create new wholly owned subsidiaries in the ordinary course of business or pursuant to the Proposed Transactions.

(f) the Company shall not, nor shall it permit any of its subsidiaries to, take or cause to be taken any action (other than in the ordinary course of business consistent with past practices), with respect to accounting policies or procedures (including, without limitation, procedures with respect to the payment of accounts payable and collection of accounts receivable);

(g) the Company shall prepare and file all tax returns required to be filed with respect to the Company and its subsidiaries (or any of them) after the date of this Merger Agreement and on or before the Effective Date in a timely manner, and in a manner consistent with prior years and applicable laws and regulations other than such tax returns for which the failure to file would not have a Company Material Adverse Effect; and

(h) the Company shall file with the Commission all reports required to be filed under the Exchange Act on or prior to the date each such

report is due and all such reports shall comply in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder applicable to such reports and, upon such filing, shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The unaudited interim financial statements of the Company included in such reports shall comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto and shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto), shall present fairly, in all material respects, the financial position of the Company and its subsidiaries as at the dates thereof and the results of their operations and cash flows for the periods then ended subject to normal year-end audit adjustments, any other adjustments described therein and the fact that certain information and notes shall be condensed or omitted in accordance with the Exchange Act and the rules and regulations promulgated thereunder, and shall be in all material respects, in accordance with the books of account and records of the Company.

25

<PAGE> 32

SECTION 7.2. CONDUCT OF BUSINESS BY PARENT PENDING THE MERGER.

Prior to the Effective Date, unless the Company shall otherwise agree in writing or except as otherwise required by this Merger Agreement, Parent shall, and shall cause its subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, and shall, and shall cause its subsidiaries to, use all reasonable efforts to preserve intact their present business organizations, keep available the services of their present officers and employees and preserve their relationships with customers, suppliers and others having business dealings with them to the end that their goodwill and on-going businesses shall be unimpaired at the Effective Date. From the date of this Merger Agreement through the Effective Date. From the date of this Merger Agreement through the Effective Date, Parent shall not pay or declare any dividend or make any distribution with respect to the Parent Common Stock, other than the events contemplated by Section 3.1(c).

SECTION 7.3. CONDUCT OF BUSINESS OF SUB. During the period from the date of this Merger Agreement to the Effective Date, Sub shall not engage in any activities of any nature except as provided in or contemplated by this Merger Agreement.

SECTION 7.4. NOTICE OF BREACH. Each party shall promptly give written notice to the other party upon becoming aware of the occurrence or, to its best knowledge, impending or threatened occurrence, of any event which would cause or constitute a breach of any of its representations, warranties or covenants contained or referenced in this Merger Agreement and will use all reasonable efforts to prevent or promptly remedy the same. Any such notification shall not be deemed an amendment of the Company Disclosure Letter or the Parent Disclosure Letter.

ARTICLE VIII.

ADDITIONAL AGREEMENTS

SECTION 8.1. ACCESS AND INFORMATION. Each of the Company and Parent and their respective subsidiaries shall afford to the other and to the other's accountants, counsel and other representatives full access during normal business hours after reasonable notice (and at such other times as the parties may mutually agree) throughout the period prior to the Effective Date to all of its properties, books, contracts, commitments, records and personnel and, during such period, each shall furnish promptly to the other (i) a copy of each report, schedule and other document filed or received by it pursuant to the requirements of Federal or state securities laws, and (ii) all other information concerning its business, properties and personnel as the other may reasonably request. Each of the Company and Parent shall hold, and shall cause their respective employees and agents to hold, in confidence all such information

26

<PAGE> 33

in accordance with the terms of the Confidentiality Agreement dated March 5, 1996 between Parent and the Company.

SECTION 8.2. REGISTRATION STATEMENT/PROXY STATEMENT. Parent and the Company shall cooperate and promptly prepare and Parent shall file with the Commission as soon as practicable a Registration Statement of Form S-4 (the "Form S-4") under the Securities Act, with respect to the Parent Common Stock issuable in the Merger, a portion of which Registration Statement shall also serve as the joint proxy statement with respect to the Company Meeting and the Parent Meeting (the "Proxy Statement/Prospectus"). The respective parties will cause the Proxy Statement/Prospectus and the Form S-4 to comply as to form in all material respects with the applicable provisions of the Securities Act, the Exchange Act and the rules and regulations thereunder. Parent shall use all reasonable efforts, and the Company will cooperate with Parent, to have the Form S-4 declared effective by the Commission as promptly as practicable and to keep the Form S-4 effective as long as is necessary to consummate the Merger. Parent shall, as promptly as practicable, provide copies of any written comments received from the Commission with respect to the Form S-4 to the Company and advise the Company of any verbal comments with respect to the Form S-4 received from the Commission. Parent shall use its best efforts to obtain, prior to the effective date of the Form S-4, all necessary state securities law or "Blue Sky" permits or approvals required to carry out the transactions contemplated by the Merger Agreement and will pay all expenses incident thereto. Parent agrees that the Proxy Statement/Prospectus and each amendment or supplement thereto at the time of mailing thereof and at the time of the Company Meeting and the Parent Meeting, or, in the case of the Form S-4 and each amendment or supplement thereto, at the time it is filed or becomes effective, will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the foregoing shall not apply to the extent that any such untrue statement of a material fact or omission to state a material fact was made by Parent in reliance upon and in conformity with written information concerning the Company furnished to Parent by the Company specifically for use in the Proxy Statement/Prospectus. The Company agrees that the written information concerning the Company provided by it for

inclusion in the Proxy Statement/Prospectus and each amendment or supplement thereto, at the time of mailing thereof and at the time of the Company Meeting and the Parent Meeting, or, in the case of written information concerning the Company provided by the Company for inclusion in the Form S-4 or any amendment or supplement thereto, at the time it is filed or becomes effective, will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which

27

<PAGE> 34

they were made, not misleading. No amendment or supplement to the Proxy Statement/Prospectus will be made by Parent or the Company without the approval of the other party. Parent will advise the Company, promptly after it receives notice thereof, of the time when the Form S-4 has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of Parent Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the Commission for amendment of the Proxy Statement/Prospectus or the Form S-4 or comments thereon and responses thereto or requests by the Commission for additional information. At the effective date of the registration statement on Form S-4, all of the Parent Common Stock to be issued in the Merger shall be covered by such registration statement.

SECTION 8.3. COMPLIANCE WITH THE SECURITIES ACT. At least 30 days prior to the Closing Date, the Company shall deliver to Parent a list of names and addresses of those persons who were, in the Company's reasonable judgment, at the record date for the Company Meeting, "affiliates" (each such person, an "Affiliate") of the Company within the meaning of Rule 145 of the rules and regulations promulgated under the Securities Act. The Company shall use all reasonable efforts to deliver or cause to be delivered to Parent, prior to the Effective Date, from each of the Affiliates of the Company identified in the foregoing list, an Affiliate Letter in the form attached hereto as Exhibit 8.3. Parent shall be entitled to place legends as specified in such Affiliate Letters on the certificates evidencing any Parent Company Common Stock to be received by such Affiliates pursuant to the terms of the Merger Agreement, and to issue appropriate stop transfer instructions to the transfer agent for the Parent Company Common Stock, consistent with the terms of such Affiliate Letters.

SECTION 8.4. LISTING. Parent shall use its best efforts to include on Nasdaq, upon official notice of issuance, the Parent Common Stock to be issued pursuant to the Merger.

SECTION 8.5. INDEMNIFICATION.

(a) The By-laws and the Certificate of Incorporation of the Surviving Corporation shall be amended prior to the Effective Date to contain provisions identical with respect to indemnification to those set forth in the By-laws and the Certificate of Incorporation of the Company as in effect on the date of this Merger Agreement, which provisions of the By-laws and the Certificate of Incorporation of the Surviving Corporation shall not be amended, repealed or otherwise modified for a period of six years after the Effective Date in any manner that would adversely affect the rights thereunder of individuals who immediately prior to the

Effective Date were directors, officers, agents or

28

<PAGE> 35

employees of the Company. Parent and the Surviving Corporation shall jointly and severally indemnify, defend and hold harmless the directors, officers and agents of the Company as provided in the Company's Certificate of Incorporation, By-Laws or indemnification agreements, as in effect as of the date hereof, with respect to matters occurring through the Effective Date. Parent agrees to cause Surviving Corporation to maintain in effect for not less than three years after the Effective Date the current policies of directors' and officers' liability insurance maintained by the Company with respect to matters occurring prior to the Effective Date; provided, however, that (i) the Surviving Corporation may substitute therefor policies of at least the same coverage (with carriers comparable to the Company's existing carriers) containing terms and conditions which are no less advantageous to the officers, directors and employees of the Company and (ii) the Surviving Corporation shall not be required to pay an annual premium for such insurance in excess of three times the last annual premium paid prior to the date hereof, but in such case shall purchase as much coverage as possible for such amount.

(b) The Company's Board of Directors has consulted with financial and legal advisors in connection with the execution, delivery and performance by the Company of this Merger Agreement and the approval for purposes of Section 203 of the DGCL, the transactions contemplated by the execution and delivery of a Stock Option Agreement by certain members of the Company's Board of Directors or an affiliate or employer of certain members of the Company's Board of Directors, and the Company's Board of Directors believes that the members of the Company's Board of Directors have complied with their fiduciary duties under Delaware law and that there is no pending or, to the best knowledge of the Company, threatened suit, action or proceeding against the Company or any member of the Company's Board of Directors asserting a claim that the Company's Board of Directors or any individual member of the Company's Board of Directors did not comply with its or his fiduciary duties under Delaware law.

(c) In reliance upon the representations in paragraph (b), Parent agrees to indemnify, defend and hold harmless each member of the Company's Board of Directors that has executed and delivered, or whose affiliate or employer has executed and delivered, a Stock Option Agreement (each an "Indemnified Party") against any loss, claim, damage, liability or expense, to which such Indemnified Party may become subject, insofar, but only insofar, as such loss, claim, damage, liability or expense arises solely out of, or is based solely upon, a claim that an Indemnified Party's fiduciary duty as a member of the Company's Board of Directors under Delaware law was breached by the execution

29

<PAGE> 36

and delivery by him, or his affiliate or employer, in his or its capacity as a stockholder of the Company, of a Stock Option Agreement (a "Claim"). Should a court of competent jurisdiction award damages against any Indemnified Party without specifying the portion thereof allocable solely to the matters referred to in the preceding sentence, the Parent and the Company shall petition such court to make such allocation. If the court refuses to do so, the Parent and the Company shall negotiate in good faith to reach an agreement with respect to such allocation.

(d) Notwithstanding the provisions of paragraph (c) above, Parent shall have no obligation to indemnify, defend and hold harmless any Indemnified Party pursuant to paragraph (c) unless: (i) the representations contained in paragraph (b) above are true and (ii) neither the Indemnified Party nor any affiliate or employer of the Indemnified Party is a party to a Claim; provided that if the Company is the beneficiary of any Claim, the amount that such Indemnified Party is entitled to receive pursuant to paragraph (c) shall be reduced by an amount equal to the pro rata amount of such Claim paid to the Company, indirectly attributable to the Indemnified Party by reason of its stockholdings in the Company. In addition, Parent's obligation to indemnify, defend and hold harmless any Indemnified Party shall be reduced by and to the extent that (i) such Indemnified Party is indemnified pursuant to the Company's By-laws and (ii) such Indemnified Party is indemnified from, or receive proceeds of, any insurance policy applicable to a Claim. Each Indemnified Party shall make any and all claims pursuant to the Company's By-laws with respect to seeking indemnification for a Claim and shall file any and all claims under such insurance policy with respect to a Claim and use its reasonable efforts to file any and all claims under such By-law provisions and insurance policy on a timely basis. If Parent shall release an Indemnified Party from its obligations under the Stock Option Agreement prior to the use of the Proxy granted therein at the Company Meeting or the exercise of the option contemplated by the Stock Option Agreement, Parent shall have no obligation to indemnify, defend and hold harmless such Indemnified Party for loss claim, damage, liability or expense incurred after such release.

(e) If any Claim shall be brought against an Indemnified Party, Parent shall assume the defense thereof with counsel of its selection, and shall have absolute discretion to settle any Claims, and each Indemnified Party shall cooperate with the defense or settlement thereof. After Parent has assumed the defense of such claim, Parent shall not be liable to the Indemnified Party under this Section 8.5 for any legal or other expenses subsequently

30

<PAGE> 37

incurred by the Indemnified Party in connection with the defense thereof.

SECTION 8.6. HSR ACT. The Company and Parent shall use their best efforts to file as soon as practicable notifications under the HSR Act in connection with the Merger and the transactions contemplated hereby, and to respond as promptly as practicable to any inquiries received from the Federal Trade Commission and the Antitrust Division of the Department of Justice for

additional information or documentation and to respond as promptly as practicable to all inquiries and requests received from any State Attorney General or other governmental authority in connection with antitrust matters.

SECTION 8.7. ADDITIONAL AGREEMENTS.

(a) Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Merger Agreement, including using all reasonable efforts to obtain all necessary waivers, consents and approvals, to effect all necessary registrations and filings (including, but not limited to, filings under the HSR Act and with all applicable Governmental Entities) and to lift any injunction or other legal bar to the Merger (and, in such case, to proceed with the Merger as expeditiously as possible), subject, however, in the case of the Merger Agreement and the Parent Share Proposal, to the appropriate vote of the stockholders of the Company and Parent. Notwithstanding the foregoing, there shall be no action required to be taken and no action will be taken in order to consummate and make effective the transactions contemplated by this Merger Agreement if such action, either alone or together with another action, would result in a Company Material Adverse Effect or a Parent Material Adverse Effect.

(b) In case at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Merger Agreement, the proper officers and/or directors of Parent, the Company and the Surviving Corporation shall take all such necessary action.

(c) Following the Effective Date, Parent shall use its best efforts to conduct the business, and shall cause the Surviving Corporation to use its best efforts to conduct its business, except as otherwise contemplated by this Merger Agreement, in a manner which would not jeopardize the characterization of the Merger as a reorganization within the meaning of Section 368(a) of the Code.

31

<PAGE> 38

SECTION 8.8. NO SOLICITATION. Neither the Company nor any of its subsidiaries shall, directly or indirectly, take (nor shall the Company authorize or permit its subsidiaries, officers, directors, employees, representatives, investment bankers, attorneys, accountants or other agents or affiliates, to take) any action to (i) encourage, solicit or initiate the submission of any Acquisition Proposal, (ii) enter into any agreement with respect to any Acquisition Proposal or (iii) participate in any way in discussions or negotiations with, or furnish any information to, any person in connection with, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal; provided, however, that nothing contained in this Merger Agreement shall prevent the Company or its Board of Directors from (A) furnishing non-public information to, or entering into discussions with any person or entity in connection with an unsolicited bona fide written Acquisition Proposal by such person or entity (including a new and unsolicited Acquisition Proposal received by the Company after the execution of this Merger

Agreement from a person or entity whose initial contact with the Company may have been solicited by the Company prior to the execution of this Merger Agreement) if prior to furnishing such non-public information to, or entering into discussions or negotiations with, such person or entity, such Board of Directors receives from such person or entity an executed confidentiality agreement or, (B) withdrawing the Company's Board of Directors' recommendation of the Merger Agreement, if and only to the extent that the Company's Board of Directors believes in good faith (after consultation with and based upon the advice of its financial advisor) that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's stockholders than the Merger and the Board of Directors of the Company determines in good faith after consultation with and based upon a written opinion of its outside legal counsel that such withdrawal is necessary for the directors to comply with their fiduciary duties to the stockholders under applicable Delaware law and that such withdrawal will not affect the validity of the submission of the Merger Agreement to the stockholders of the Company pursuant to Delaware law or the enforceability of the Stock Option Agreement; or (B) complying with Rule 14e-2(a)(2) or (3) promulgated under the Exchange Act with regard to an Acquisition Proposal. The Company will promptly communicate to Parent any solicitation by the Company and the terms of any proposal or inquiry, including the identity of the person and its affiliates making the same, that it may receive in respect of any such transaction, or of any such information requested from it or of any such negotiations or discussions being sought to be initiated with it. "Acquisition Proposal" shall mean any proposed (A) merger, consolidation or similar transaction involving the Company, (B) sale, lease or other disposition directly or indirectly by merger, consolidation, share exchange or otherwise of assets of the Company or its subsidiaries representing 10% or more of the

32

<PAGE> 39

consolidated assets of the Company and its subsidiaries, (C) issue, sale, or other disposition of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 10% or more of the voting power of the Company or (D) transaction in which any person shall acquire beneficial ownership (as such term is defined in Rule 13d-3 under the Exchange Act), or the right to acquire beneficial ownership or any "group" (as such term is defined under the Exchange Act) shall have been formed which beneficially owns or has the right to acquire beneficial ownership of 25% or more of the outstanding Company Common Stock.

SECTION 8.9. LIMITATION ON ACQUISITION ACTIVITIES. From the date of the Merger Agreement until the Effective Date, Parent shall not participate in any way in discussions or negotiations with, or enter into any agreement pursuant to which Parent would acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, in which case either (i) the acquired business or entity is in the business of providing Internet access, (ii) the acquisition would involve aggregate consideration in excess of \$500,000,000, or (iii) the acquisition could reasonably be expected to delay the satisfaction of the conditions set forth in Article IX hereof.

SECTION 8.10. NOTICE OF ACTIONS. From the date of the Merger

Agreement until the Effective Date, each party shall promptly notify the other party in writing of any pending or, to the best knowledge of the first party, threatened action, proceeding or investigation by any Governmental Entity or any other person (i) challenging or seeking material damages in connection with the Merger or the conversion of the Company Common Stock into Parent Common Stock pursuant to the Merger or (ii) seeking to restrain or prohibit the consummation of the Merger or otherwise limit the right of Parent or, to the best knowledge of such party, Parent's subsidiaries to own or operate all or any portion of the businesses or assets of the Company, which in either case is reasonably likely to have a Company Material Adverse Effect prior to or after the Effective Date, or a Parent Material Adverse Effect after the Effective Date.

SECTION 8.11. BENEFIT PLANS GENERALLY. Parent agrees to honor in accordance with their terms all employment, severance and similar agreements to which the Company or any subsidiary is a party and all accrued benefits that are vested as of the Effective Date under any Company Benefit Plan or Stock Option Plan, except as provided by the terms thereof. Parent agrees to provide employees of the Company and its subsidiaries with credit for all service with the Company or its affiliates for purposes

33

<PAGE> 40

of vesting and eligibility under any employee benefit plan, program or arrangement of Parent or its affiliates, including all employee equity incentive programs of Parent. To the extent not otherwise specified in this Merger Agreement, Parent agrees that employees of the Company and its subsidiaries who continue to be employed by the Company or its subsidiaries after the Effective Date may continue to participate in their current Company sponsored employee benefit programs through twelve months following the Effective Date. After the Effective Date, the employees of the Company and its subsidiaries shall be eligible to participate in the appropriate employee equity incentive programs of Parent, as determined by Parent in its sole discretion.

SECTION 8.12. STOCKHOLDERS' RIGHTS PLAN. From the date of this Merger Agreement until the expiration or termination of the Stock Option Agreement, the Company shall not amend its certificate of incorporation or otherwise take action to provide for the issuance of securities pursuant to a stockholder rights plan or any similar program or plan.

ARTICLE IX.

CONDITIONS PRECEDENT

SECTION 9.1. CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the following conditions:

(a) This Merger Agreement and the transactions contemplated hereby shall have been approved and adopted by the requisite vote of the holders of the Company Common Stock.

(b) The Parent Share Proposal shall have been approved by the requisite vote of the holders of the Parent capital stock.

(c) The Parent Common Stock issuable in the Merger shall have been authorized for inclusion in Nasdaq upon official notice of issuance.

(d) The waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated.

(e) The Registration Statement shall have become effective in accordance with the provisions of the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall have been issued by the Commission and remain in effect and all necessary approvals under state securities laws relating to the issuance or

34

<PAGE> 41

trading of the Parent Common Stock to be issued to the Company stockholders in connection with the Merger shall have been received.

(f) No preliminary or permanent injunction or other order by any Federal or state court in the United States which prevents the consummation of the Merger shall have been issued and remain in effect (each party agreeing to use its best efforts to have any such injunction lifted).

SECTION 9.2. CONDITIONS TO OBLIGATION OF THE COMPANY TO EFFECT THE MERGER. The obligation of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the additional following conditions, unless waived by the Company:

(a) Parent and Sub shall have performed in all material respects their agreements contained in this Merger Agreement required to be performed on or prior to the Effective Date and the representations and warranties of Parent and Sub contained in this Merger Agreement shall be true in all material respects when made and on and as of the Effective Date as if made on and as of such date (except to the extent they relate to a particular date), and the Company shall have received a certificate of the President or Chief Executive Officer or a Vice President of Parent and Sub to that effect.

(b) The Company shall have received an opinion dated the Effective Date from Heller Ehrman White & McAuliffe, counsel to the Company, that, based upon certain factual representations of the Company, Parent and Sub reasonably requested by such counsel, the Merger will be treated as a reorganization within the meaning of Section 368(a).

(c) All permits, consents, authorizations, approvals, registrations, qualifications, designations and declarations set forth in Section 4.4 of the Parent Disclosure Letter shall have been obtained, and all filings and notices set forth in Section 4.4 of the Parent Disclosure Letter shall have been submitted by Parent.

(d) Parent shall have taken all action necessary to cause Mr. John W. Sidgmore and up to two additional individuals designated by the Company and acceptable to Parent, to become members of the Board of Directors of Parent subject to the consummation of the Merger.

SECTION 9.3. CONDITIONS TO OBLIGATIONS OF PARENT AND SUB TO EFFECT THE MERGER. The obligations of Parent and Sub to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the additional following conditions, unless waived by Parent:

35

<PAGE> 42

(a) The Company shall have performed in all material respects its agreements contained in this Merger Agreement required to be performed on or prior to the Effective Date and the representations and warranties of the Company contained in this Merger Agreement shall be true in all material respects when made and on and as of the Effective Date as if made on and as of such date (except to the extent they relate to a particular date), except as contemplated or permitted by this Merger Agreement, and Parent and Sub shall have received a certificate of the President or Chief Executive Officer or a Vice President of the Company to that effect.

(b) Parent shall have received an opinion of counsel to Parent that, the Merger will be treated as a reorganization within the meaning of Section 368(a) of the Code, and that the Company, Parent and Sub will each be a party to that reorganization within the meaning of Section 368(b) of the Code.

(c) All permits, consents, authorizations, approvals, registrations, qualifications, designations and declarations set forth in Section 5.4 of the Company Disclosure Letter shall have been obtained and to the extent required to be submitted prior to the Effective Date, all filings and notices set forth in Section 5.4 of the Company Disclosure Letter shall have been submitted by the Company.

(d) Parent shall have received the Affiliate Letters.

ARTICLE X.

TERMINATION, AMENDMENT AND WAIVER

SECTION 10.1. TERMINATION. This Merger Agreement may be terminated at any time prior to the Effective Date, whether before or after approval by the stockholders of the Company:

(a) by mutual consent of the Board of Directors of Parent and the Board of Directors of the Company;

(b) by either Parent or the Company if the Merger shall not have been consummated on or before November 30, 1996 (provided the terminating party is not otherwise in material breach of its representations, warranties or obligations under this Merger Agreement);

(c) by the Company if any of the conditions specified in Sections 9.1 and 9.2 have not been met or waived by the Company at such time as such condition is no longer capable of satisfaction;

36

<PAGE> 43

(d) by Parent if any of the conditions specified in Sections 9.1 and 9.3 have not been met or waived by Parent at such time as such condition is no longer capable of satisfaction;

(e) by Parent if any of the following shall have occurred (each, a "Purchase Event"):

(i) any person (other than Parent or any subsidiary of Parent) shall have commenced (as such term is defined in Rule 14d-2 under the Exchange Act), a tender offer or exchange offer to purchase any shares of Company Common Stock such that, upon consummation of such offer, such person would own or control 50% or more of the then outstanding Company Common Stock, and the Board of Directors of the Company, within ten business days after such tender or exchange offer shall have been so commenced, fails to recommend against acceptance of such tender or exchange offer by its stockholders, and Parent shall deliver a written notice of termination to the Company within 20 business days after the expiration of such 10 day period;

(ii) the Company or any subsidiary of the Company shall have authorized, recommended, proposed or publicly announced an intention to authorize, recommend or propose, or entered into, an agreement with any person (other than Parent or any subsidiary of Parent) to (A) effect a merger, consolidation or similar transaction involving the Company or any of its material subsidiaries, (B) sell, lease or otherwise dispose of assets of the Company or its subsidiaries representing 10% or more of the consolidated assets of the Company and its subsidiaries (other than in the ordinary course of business) or (C) issue, sell or otherwise dispose of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into, such securities) representing 10% or more of the voting power of the Company or any of its subsidiaries;

(iii) any person (other than Parent, any subsidiary of Parent or the Company or any of its subsidiaries in a fiduciary capacity) shall have acquired beneficial ownership (as such term is defined in Rule 13d-3 under the Exchange Act) or the right to acquire beneficial ownership of, or any "group" (as such term is defined under the Exchange Act) shall have been formed which beneficially owns or has the right to acquire beneficial ownership of, 25% or more of the then outstanding Company Common Stock; or

37

<PAGE> 44

(f) by either Parent or the Company if the approval of the Company's stockholders required by Section 9.1(a) shall not have been obtained at the Company Meeting; or

(g) by either Parent or the Company if the approval of Parent's stockholders required by Section 9.1(b) shall not have been obtained at the Parent Meeting.

SECTION 10.2. EFFECT OF TERMINATION. In the event of termination of this Merger Agreement by either Parent or the Company, as provided above, this Merger Agreement shall forthwith become void and (except for the willful breach of this Merger Agreement by any party hereto) there shall be no liability on the part of either the Company, Parent or Sub or their respective officers, directors, employees or agents; provided that the last sentence of Section 8.1 and Sections 8.5, 8.6, 8.12, 10.2 and Article XI (other than Section 11.4) shall survive the termination.

SECTION 10.3. AMENDMENT. This Merger Agreement may be amended by the parties hereto, by or pursuant to action taken by their respective Boards of Directors, at any time before or after approval hereof by the stockholders of the Company and Parent, but, after such approval, no amendment shall be made which changes the ratios at which Company Common Stock is to be converted into Parent Common Stock as provided in Section 3.1 or which in any way materially adversely affects the rights of such stockholders, without the further approval of such stockholders. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 10.4. EXTENSION; WAIVERS. At any time prior to the Effective Date, the parties hereto, by or pursuant to action taken by their respective Boards of Directors, may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any documents delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

ARTICLE XI.

GENERAL PROVISIONS

SECTION 11.1. NON-SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS. All representations and warranties set forth in the Merger Agreement shall terminate at the Effective Date. All covenants and agreements set forth in the Merger Agreement shall survive in accordance with their terms.

SECTION 11.2. NOTICES. All notices or other communications under this Merger Agreement shall be in writing and shall be given by delivery in person, by facsimile, cable, telegram, telex or other standard form of telecommunications, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or such other address for a

party as shall be specified in a notice given in accordance with this Section 11.2) and shall be deemed to have been given one business day after transmission by facsimile, cable, telegram, telex or other standard form of telecommunications or four days after deposit in the U.S. mail:

If to the Company:

UUNET Technologies, Inc.
3060 William Drive
Fairfax, Virginia 22031
Attention: John W. Sidgmore
Martina W. Knee, Esq.
Facsimile No.: (703) 206-5807

with a copy to:

Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, California 94301
Attention: August J. Moretti, Esq.
and Richard Friedman, Esq.
Facsimile No.: (415) 324-0638

If to Parent or Sub:

Prior to May 18, 1996:

MFS Communications Company, Inc.
3555 Farnam Street, 2nd Floor
Omaha, Nebraska 68131
Attention: General Counsel
Facsimile No.: (402) 977-5335

On or after May 18, 1996:

MFS Communications Company, Inc.
11808 Miracle Hills Drive
Omaha, Nebraska 68154
Attention: General Counsel
Facsimile No.: (402) 231-3545

39

<PAGE> 46

With a copy to:

Willkie Farr & Gallagher
One Citicorp Center
153 East 53rd Street
New York, New York 10022
Attention: John S. D'Alimonte, Esq.
Facsimile No.: (212) 821-8111

or to such other address as any party may have furnished to the other parties in writing in accordance with this Section.

SECTION 11.3. FEES AND EXPENSES.

(a) Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Merger Agreement and the transactions contemplated by this Merger Agreement shall be paid by the party incurring such expenses.

(b) If (i) Parent has terminated this Agreement pursuant to the provisions of (A) Section 10.1(f) or (B) Section 10.1(d) as such Section relates to Section 9.3(a) and (ii) within 18-months after the date of such termination, the Company shall either accept, or recommend to its stockholders for approval, an Acquisition Proposal that Parent in good faith believes would, if consummated, result in a transaction more favorable to the stockholders of the Company than the Merger, the Company shall pay to Parent a fee of \$60,000,000, which amount shall be payable by wire transfer of immediately available funds within two business days after the acquisition contemplated by such Acquisition Proposal is consummated. The obligation of the Company pursuant to this paragraph (b) shall not be prejudiced by an exercise of termination rights by the Company within five business days prior to the exercise by Parent of its termination rights under this Merger Agreement.

(c) If (i) the Company has terminated this Agreement pursuant to the provisions of (A) Section 10.1(g) or (B) Section 10.1(c) as such Section relates to Section 9.2(a), Parent shall:

(i) pay to the Company a fee of \$60,000,000, which amount shall be payable by wire transfer of immediately available funds within two business days after such termination;

(ii) at the option of the Company, purchase from the Company 1,551,724 shares of Company Common Stock (as adjusted for stock splits, reverse stock splits, stock dividends, recapitalizations and other similar

40

<PAGE> 47

events) for an aggregate purchase price of \$90,000,000, which purchase shall take place on the fifth business day following the later of (A) written notice by the Company to the Parent that a registration statement under the Securities Act pursuant to which such shares will be sold to the Parent has been declared effective and (B) written notice by the Company to the Parent that the waiting period applicable to such purchase under the HSR Act has expired or has been terminated; and

(iii) at the option of the Company, commencing on a date to be mutually agreed upon by the Company and Parent, but in no event later than 180 days after notification by the Company, provide data communications services, including private line and local special access circuits to the Company at Parent's cost for a period of five years, with an aggregate total value of such circuits not to exceed \$100,000,000, with no more than \$25,000,000 in any calendar year, and the cost of such services to be jointly determined by the

parties or by a mutually acceptable third-party. Parent will provide the Company with timely network planning information regarding Parent's network expansions and service availability.

The obligation of Parent pursuant to this paragraph (c) shall not be prejudiced by an exercise of termination rights by Parent within five business days prior to the exercise by the Company of its termination rights under this Merger Agreement.

SECTION 11.4. PUBLICITY. So long as this Merger Agreement is in effect, Parent, Sub and the Company agree to consult with each other in issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Merger Agreement, and none of them shall issue any press release or make any public statement relating to the transactions contemplated hereby prior to such consultation, except as may be required by law or by obligations pursuant to any listing agreement with Nasdaq. The commencement of litigation relating to the Merger Agreement or the transactions contemplated hereby or any proceedings in connection therewith shall not be deemed a violation of this Section 11.4.

SECTION 11.5. SPECIFIC PERFORMANCE. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Merger Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or

41

<PAGE> 48

any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

SECTION 11.6. ASSIGNMENT; BINDING EFFECT. Neither this Merger Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Sub shall have the right to assign to Parent or any direct wholly owned subsidiary of Parent any and all rights and obligations of Sub under this Merger Agreement. Subject to the preceding sentence, this Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Merger Agreement, expressed or implied, except as specifically set forth in Sections 8.5 or 10.2, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Merger Agreement.

SECTION 11.7. ENTIRE AGREEMENT. This Merger Agreement, the Exhibits, the Company Disclosure Letter, the Parent Disclosure Letter, the Confidentiality Agreement dated March 5, 1996, between the Company and Parent and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Merger Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

SECTION 11.8. GOVERNING LAW. THIS MERGER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS.

SECTION 11.9. COUNTERPARTS. This Merger Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

SECTION 11.10. HEADINGS, TABLE OF CONTENTS, INDEX OF DEFINED TERMS. Headings of the Articles and Sections of this Merger Agreement, the Table of Contents and the Index of Defined Terms are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

SECTION 11.11. INTERPRETATION. In this Merger Agreement, unless the context otherwise requires, words

42

<PAGE> 49

describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa.

SECTION 11.12. WAIVERS. Except as provided in this Merger Agreement, no action taken pursuant to this Merger Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Merger Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

SECTION 11.13. SEVERABILITY. Any term or provision of this Merger Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Merger Agreement or affecting the validity or enforceability of any of the terms or provisions of this Merger Agreement in any other jurisdiction. If any provision of this Merger Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SECTION 11.14. SUBSIDIARIES. As used in this Merger Agreement, the word "subsidiary" when used with respect to any party means any corporation or other organization, whether incorporated or unincorporated, of which such party directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, or any organization of which such party is a general partner.

[Signature pages follow.]

43

<PAGE> 50

IN WITNESS WHEREOF, Parent, Sub and the Company have caused this Merger Agreement to be executed by their respective officers thereunder duly authorized all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

/s/ JAMES Q. CROWE

Name: James Q. Crowe
Title: Chairman and CEO

MFS GLOBAL INTERNET SERVICES, INC.

/s/ JAMES Q. CROWE

Name: James Q. Crowe
Title: President

UUNET TECHNOLOGIES, INC.

/s/ JOHN W. SIDGMORE

Name: John W. Sidgmore
Title: President and CEO

44

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.9
<SEQUENCE>6
<DESCRIPTION>STOCKHOLDER AGREEMENT DATED APRIL 29, 1996.
<TEXT>

<PAGE> 1

EXHIBIT 9

Exhibit 1.1(a)

STOCKHOLDER OPTION, VOTING AND PROXY AGREEMENT

DATED AS OF APRIL 29, 1996

AMONG

MFS COMMUNICATIONS COMPANY, INC

MFS GLOBAL INTERNET SERVICES, INC.

AND EACH OTHER PERSON AND ENTITY

LISTED ON THE SIGNATURE PAGES HEREOF.

<PAGE> 2

STOCKHOLDER OPTION, VOTING AND PROXY AGREEMENT, dated as of April 29, 1996, (this "Agreement") among MFS COMMUNICATIONS COMPANY, INC., a Delaware corporation ("Parent"), MFS GLOBAL INTERNET SERVICES, INC., a Delaware corporation and a wholly owned subsidiary of Parent ("Sub"), and each other person and entity listed on the signature pages hereof (each, a "Stockholder").

WHEREAS, as of the date hereof, each Stockholder owns of record the number of shares of common stock, \$0.001 par value (the "Common Stock"), of UUNET Technologies, Inc., a Delaware corporation (the "Company"), set forth opposite such Stockholder's name on Exhibit A hereto (all such shares, together with all shares of Common Stock of the Company which are hereafter acquired by the Stockholders, being referred to herein as the "Shares");

WHEREAS, Parent, Sub and the Company have entered into an Agreement and Plan of Merger dated as of the date hereof (the "Merger Agreement"; capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to such terms in the Merger Agreement), which provides, upon the terms and subject to the conditions set forth therein, for the merger of Sub with and into the Company (the "Merger"); and

WHEREAS, as a condition to the willingness of Parent and Sub to enter into the Merger Agreement and in furtherance of the acquisition of the Company by Parent, Parent and Sub have required that the Stockholders agree, and in order to induce Parent and Sub to enter into the Merger Agreement, each Stockholder has agreed, severally and not jointly, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and agreements contained herein, the parties hereto agree as follows:

ARTICLE I.

GRANT OF OPTION AND EXERCISE; TRANSFER AND
VOTING OF SHARES

SECTION 1.1. GRANT OF OPTION. Subject to the terms and conditions set forth herein, each Stockholder hereby grants to Parent an irrevocable option (the "Option") to purchase all such Stockholder's Shares held on the date of Option exercise for 1.777776 fully paid and nonassessable shares of Parent Common Stock (as adjusted in the circumstances described in Section 3.1(c) of the Merger Agreement) per Share, together with the associated rights under Parent's Rights Agreement ("Parent Rights Plan") dated as of September 30, 1995 between Parent and Continental Stock Transfer & Trust (together, the "Purchase Price").

<PAGE> 3

SECTION 1.2. EXERCISE OF OPTION. Parent may exercise the Option, in whole with respect to all of the Shares held by all of the Stockholders covered hereby but not in part, at any time following the occurrence of a Purchase Event (as defined in the Merger Agreement); provided that, except as provided in the last sentence of this Section 1.2(a), the Option shall terminate and be of no further force and effect upon the earliest to occur of (i) the Effective Date, (ii) 20 Business Days after the termination of the Merger Agreement other than by reason of an event described in clause (iv) or (v) below, (iii) [INTENTIONALLY OMITTED], (iv) exercise of the Company's right to terminate the Merger Agreement because of a breach by Parent or Sub of any covenant or agreement set forth in the Merger Agreement or the failure of any representation or warranty of the Parent or Sub under Article IV of the Merger Agreement or of the Parent under Article III of this Agreement to have been true in all material respects when made or the failure of the holders of capital stock of Parent to approve the Merger at the Parent Meeting, (v) the Merger Agreement has been terminated pursuant to Section 10.1(a) or (b) of the Merger Agreement, or (vi) the failure of the Closing (defined in Section 1.3 below) to occur within 30 Business Days of the Notice Date (defined in Section 1.3 below) unless (A) the reason for such failure relates to the inability to satisfy the conditions to register the shares of Parent Common Stock set forth in Section 1.9 of this Agreement or for the notification period under the HSR Act to have expired, in either case, for reasons outside of the control of Parent, and (B) Parent is diligently pursuing the registration of such shares with the Commission or promptly providing all necessary information to the Federal Trade Commission and the Antitrust Division of the Department of Justice, as the case may be. Notwithstanding the termination of the Option, Parent shall be entitled to purchase the Shares in accordance with the terms hereof if it has exercised the Option prior to the termination date, unless clause (iv) or (vi) above has been triggered in which case the rights to exercise this Option shall immediately cease.

SECTION 1.3. CLOSING DATE. In the event Parent wishes to exercise the Option, which may be exercised in whole with respect to all of the Shares of all of the Stockholders covered hereby but not in part, it shall send to each Stockholder a written notice (the date of which being herein referred to as the "Notice Date") specifying a place and date not earlier than five business days nor later than 10 Business Days from the Notice Date for the closing of such purchase (the "Closing Date"); provided that if the closing of the purchase and sale pursuant to the Option (the "Closing") cannot be consummated by reason of any applicable judgment, decree, order, law or regulation, the period of time that otherwise would run pursuant to this sentence shall run instead from the date on which such restriction on consummation has expired or been terminated; and, provided further that, without limiting the foregoing, if prior

2

<PAGE> 4

notification to or approval of any regulatory authority is required in connection with such purchase, Parent and, if applicable, a Stockholder shall promptly file the required notice or application for approval and shall expeditiously process the same (and such Stockholder shall cooperate with Parent in the filing of any such notice or application and the obtaining of any such approval), and the period of time that otherwise would run pursuant to this sentence shall run instead from the date on which, as the case may be, (i) any required notification period has expired or been terminated or (ii) such approval has been obtained, and in either event, any requisite waiting period

has passed. Parent agrees that it shall include the issuance of shares of Parent Common Stock under this Agreement in the notifications under the HSR Act filed pursuant to Section 8.6 of the Merger Agreement.

SECTION 1.4. PAYMENT AND DELIVERY OF CERTIFICATES.

(a) On the Closing Date, (i) Parent will deliver to the Stockholders the Purchase Price and a certificate signed by the President or Chief Executive Officer of Parent to the effect that Parent and the Sub have complied with all covenants and agreements set forth in the Merger Agreement and that all representations and warranties of the Parent and Sub under Article IV of the Merger Agreement and of the Parent under Article III of this Agreement were true in all material respects when made, and (ii) the Stockholders shall deliver to Parent certificates representing the Shares sold by the Stockholders to Parent at the Closing, duly endorsed in blank or accompanied by stock powers duly executed by the Stockholders in blank, in proper form for transfer.

(b) No certificates or scrip representing less than one share of Parent Common Stock shall be issued upon the exercise of the Option. In lieu of any such fractional share, each Stockholder who would otherwise have been entitled to a fraction of a share of Parent Common Stock upon exercise of the Option shall be paid at the Closing cash (without interest) in an amount equal to such Stockholder's fractional part of a share of Parent Common Stock multiplied by the last reported sale price of Parent Common Stock, as reported on the Nasdaq National Market, on the Closing Date.

SECTION 1.5. LEGENDS.

(a) Each Stockholder shall instruct the Company to cause each certificate of any Stockholder evidencing the Shares to bear a legend in the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, EXCHANGED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE STOCKHOLDER OPTION, VOTING

3

<PAGE> 5

AND PROXY AGREEMENT DATED AS OF APRIL 29, 1996, AS IT MAY BE AMENDED, AMONG MFS COMMUNICATIONS COMPANY, INC., MFS GLOBAL INTERNET SERVICES, INC. AND THE REGISTERED HOLDER OF THIS CERTIFICATE, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER.

(b) In the event that the Shares shall cease to be subject to the restrictions on transfer set forth in this Agreement, the Company shall, upon the written request of the holder thereof, issue to such holder a new certificate evidencing such Shares without the legend required by Section 1.5(a).

SECTION 1.6. VOTING AGREEMENT. Each Stockholder hereby agrees that from the date hereof to the earlier to occur of the termination of the Merger Agreement or the Effective Date, at any meeting of the stockholders of the Company, however called, and in any action by consent of the stockholders of the Company, such Stockholder shall vote the Shares; (A) in favor of the Merger, the Merger Agreement (as amended from time to time) and the transactions contemplated by the Merger Agreement and (B) against any proposal for any recapitalization, merger (other than the Merger), sale of assets or other business combination between the Company and any person or entity (other than Parent or Sub) or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement or which would result in any of the conditions to the Merger Agreement not being fulfilled.

SECTION 1.7. NO DISPOSITION OR ENCUMBRANCE OF SHARES AND OPTIONS. Except to the extent set forth in Exhibit A, each Stockholder hereby covenants and agrees that, from the date hereof to the termination of the rights of Parent under Sections 1.2, 1.6 and 1.8 of this Agreement, it shall not, and shall not offer or agree to, sell, transfer, tender, assign, hypothecate or otherwise dispose of, or create or permit to exist any Encumbrance (as hereinafter defined) on the Shares owned by such Stockholder at any time prior to the Effective Date.

SECTION 1.8. VOTING OF SHARES; FURTHER ASSURANCES.

(a) Each Stockholder, by this Agreement, with respect to its Shares, does hereby constitute and appoint Sub and Parent, or any nominee of Sub and Parent, with full power of substitution, from the date hereof to the earlier to occur of the termination of the Merger Agreement or the Effective Date, as its true and lawful attorney and proxy (its "Proxy"), for and in its name, place and stead, to vote each of such Shares as its Proxy, at every annual, special or adjourned meeting of the stockholders of the Company, including the right to sign its name (as stockholder) to any consent, certificate or other document relating to the

4

<PAGE>

6

Company that the law of the State of Delaware may permit or require:

(i) in favor of the Merger, the Merger Agreement (as amended from time to time) and the transactions contemplated by the Merger Agreement; and

(ii) against any proposal for any recapitalization, merger (other than the Merger), sale of assets or other business combination between the Company and any person or entity (other than

Parent or Sub) or any other action or agreement that would result in a breach of any covenant, representation or Warranty or any other obligation or agreement of the Company under the Merger Agreement or which could result in any of the conditions to the Merger Agreement not being fulfilled.

THIS POWER OF ATTORNEY IS IRREVOCABLE, IS GRANTED IN CONSIDERATION OF PARENT AND SUB ENTERING INTO THE MERGER AGREEMENT AND IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER. This appointment shall revoke all prior attorneys and proxies appointed by any Stockholder at any time with respect to the Shares and no subsequent attorneys or proxies will be appointed by such Stockholder, or be effective, with respect thereto during the term of this Agreement.

(b) Each Stockholder shall perform such further acts and execute such further documents and instruments as may reasonably be required to vest in Sub and Parent the power to carry out and give effect to the provisions of this Agreement.

SECTION 1.9. REGISTRATION. Notwithstanding anything in this Agreement to the contrary, the obligation of the Stockholders to transfer their Shares to Parent at the Closing shall be conditioned upon the issuance of Parent Common Stock to the Stockholders being registered pursuant to the Securities Act at the Closing. Parent shall include such issuance of shares of Parent Common Stock in the Registration Statement on Form S-4 being filed pursuant to the Merger Agreement.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Each Stockholder, severally and not jointly, hereby represents and warrants to Parent as follows:

SECTION 2.1 DUE ORGANIZATION, AUTHORIZATION, ETC.

Such Stockholder (if it is a corporation, partnership or other legal entity) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation

5

<PAGE> 7

or organization. Such Stockholder has all requisite power (corporate or otherwise) to execute and deliver this Agreement, to grant the Option and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the appointment of Parent and Sub as such Stockholder's Proxy, the granting of the Option and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of such Stockholder. This Agreement has been duly executed and delivered by or on behalf of such Stockholder and, assuming its due authorization, execution and delivery by Parent, constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms.

SECTION 2.2. NO CONFLICTS, REQUIRED FILINGS AND CONSENTS.

(a) Except as disclosed on Exhibit A, the execution and delivery of this Agreement by such Stockholder do not, and the performance of this Agreement by such Stockholder will not, (i) conflict with or violate the Certificate of Incorporation by By-Laws or other similar organizational documents of such Stockholder (in the case of a Stockholder that is a corporation, partnership or other legal entity), (ii) conflict with or violate any statute, law, ordinance, rule, regulation, order, decree or judgment applicable to such Stockholder or by which it or any of its properties is bound or affected, or (iii) result in any breach of or constitute a default (with notice or lapse of time, or both) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the property or assets of such Stockholder or (if such Stockholder is a corporation, partnership or other legal entity) any of its subsidiaries, including, without limitation, the Shares, pursuant to, any indenture or other loan document provision or other contract, license, franchise, permit or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or any of its properties is bound or affected, except, in the case of clauses (ii) and (iii), for any such breaches, defaults or other occurrences that would not prevent or delay the performance by such Stockholder of its obligations under this Agreement.

(b) The execution and delivery of this Agreement by such Stockholder do not, and the performance of this agreement by such Stockholder will not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign, except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay

6

<PAGE> 8
the performance by the Stockholder of its obligations under this Agreement.

SECTION 2.3. TITLE TO SHARES. Such Stockholder has, and the transfer by the Stockholder of the Shares hereunder will pass, good and marketable title to the Shares listed on Exhibit A hereto, free and clear of any pledge, lien, security interest, mortgage, charge, claim, equity, option, proxy, voting restriction, right of first refusal, limitation on disposition, adverse claim of ownership or use or encumbrance of any kind ("Encumbrances"), except to the extent disclosed on Exhibit A and for Shares sold prior to the Closing as permitted under Section 1.7.

SECTION 2.4 NO BROKERS. Except for Goldman, Sachs & Co. or as set forth in the Company Disclosure Letter, no broker, finder or

investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Stockholder.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to each Stockholder as follows:

SECTION 3.1 ORGANIZATION AND QUALIFICATION.

Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. Parent is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities make such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a material adverse effect on the business, properties, assets, condition (financial or otherwise), liabilities or operations of Parent and its subsidiaries taken as a whole (a "Parent Material Adverse Effect"). Complete and correct copies as of the date hereof of the Certificate of Incorporation and By-laws of Parent have been delivered to the Company as part of a disclosure letter delivered by Parent to the Company on or prior to the date of this Agreement pursuant to the Merger Agreement (the "Parent Disclosure Letter").

SECTION 3.2 CAPITALIZATION. The authorized

capital stock of Parent consists of 400,000,000 shares of Parent Common Stock, and 25,000,000 shares of preferred stock, \$.01 par value. As of April 26, 1996 (after giving effect to the stock split on that day), (i) 125,804,234 shares of Parent Common Stock were validly issued and outstanding, fully paid and nonassessable,

7

<PAGE> 9

(ii) 95,000 shares of Parent's Series A 8% Cumulative Convertible Preferred Stock, were validly issued and outstanding, fully paid, and nonassessable and (iii) 15,000,000 shares of Series B Cumulative Convertible Preferred Stock were validly issued and outstanding, fully paid, and nonassessable. As of the date hereof, there are no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the Parent's stockholders may vote ("Parent Voting Debt") issued or outstanding. As of April 26, 1996 (after giving effect to the stock split on that day), except for options to acquire 20,614,274 shares of Parent Common Stock pursuant to the Parent's 1992 Stock Plan and 1993 Stock Plan, warrants to purchase 1,500,000 shares of Parent Common Stock, commitments to issue shares of Parent Common Stock under Parent's Shareworks and Shareworks Plus programs and commitments to issue shares of Parent Common Stock to non-employee directors pursuant to Parent's 1993 Stock Plan, and, except as provided herein and in the Parent Rights Plan, there are no options, warrants, calls or other rights, agreements or commitments presently outstanding obligating Parent to issue, deliver or sell shares of its capital stock or debt securities, or obligating Parent to grant, extend or enter into any such option, warrant, call or other such right, agreement or commitment. All of the shares of Parent Common Stock issuable in accordance

with this Agreement in exchange for Company Common Stock at the Closing will be, when so issued, duly authorized, validly issued, fully paid and nonassessable and shall be delivered free and clear of any pledge, lien, security interest, mortgage, charge, claim, equity, option, proxy, voting restriction, right of first refusal, limitation on disposition, adverse claim of ownership or use or encumbrance of any kind ("Encumbrances"), including any preemptive rights of any stockholder of Parent.

SECTION 3.3 SUBSIDIARIES. The only "Significant Subsidiaries" (as such term is defined in Rule 1-02 of Regulation S-X of the Securities and Exchange Commission (the "Commission")) ("Significant Subsidiaries") of Parent are those named in Section 4.3 of the Parent Disclosure Letter or set forth on Exhibit 22 to Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1995. Each Significant Subsidiary incorporated in the United States is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power to carry on its business as it is now being conducted or currently proposed to be conducted. Each Significant Subsidiary is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary except where the failure to be so qualified will not have a Parent Material Adverse Effect. Except as disclosed in Section 4.3 of the Parent Disclosure Letter, all the outstanding shares of capital stock of each Significant Subsidiary are validly issued, fully paid and nonassessable and owned by Parent or by a Significant Subsidiary of Parent free and

8

<PAGE> 10

clear of any Encumbrances. There are no existing options, warrants, calls or other rights, agreements or commitments of any character relating to the issued or unissued capital stock or other securities of any of the Significant Subsidiaries of Parent. Except as set forth in the Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1995, as disclosed in Section 4.3 of the Parent Disclosure Letter and except for wholly owned subsidiaries which are formed after the date hereof in the ordinary course of business, Parent does not directly or indirectly own any interest in any other corporation, partnership, joint venture or other business association or entity that is a Significant Subsidiary.

SECTION 3.4 AUTHORITY RELATIVE TO THE AGREEMENT.

(a) Parent has the corporate power to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Parent's Board of Directors. The Agreement constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. No other corporate

proceedings on the part of Parent are necessary to authorize the execution and delivery by Parent of this Agreement or the consummation of the transactions contemplated hereby.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, does not and will not result in the change in conversion ratios, conversion rights or voting rights, or the breach, violation, default (with or without notice or lapse of time, or both), termination, cancellation or acceleration of any obligation, or the loss of a material benefit, under (i) the Parent's charter or by-laws or (ii) any indenture or other loan document provision or other contract, license, franchise, permit, order, decree, concession, lease, instrument, judgment, statute, law, ordinance, rule or regulation applicable to Parent or any of its subsidiaries or their respective properties or assets, other than, in the case of clause (ii) only, (A) any breaches, violations, defaults, terminations, cancellations, accelerations or losses which, either singly or in the aggregate, will not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby and (B) the laws and regulations referred to in the next paragraph.

9

<PAGE> 11.

(c) Except as disclosed in Section 4.4 of the Parent Disclosure Letter, or in connection, or in compliance, with the provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934 (the "Exchange Act"), and the corporation, securities or blue sky laws or regulations of the various states, no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary for the consummation by Parent of the transactions contemplated by this Agreement, other than filings, registrations, authorizations, consents or approvals the failure of which to make or obtain will not have a Parent Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

SECTION 3.5 REPORTS AND FINANCIAL STATEMENTS.

Parent has previously furnished the Company with true and complete copies of its (i) Annual Report on Form 10-K, as amended, for the fiscal years ended December 31, 1994 and December 31, 1995, as filed with the Commission, (ii) proxy statements related to all meetings of its stockholders (whether annual or special) since January 1, 1994, and (iii) all other reports or registration statements filed by Parent with the Commission under the Exchange Act since December 31, 1992 through the date hereof, except Quarterly Reports on Form 10-Q for fiscal quarters ended prior to December 31, 1995 (the items in clauses (i) through (iii) being referred to herein collectively as the "Parent SEC Reports"). As of their respective dates, the Parent SEC Reports complied in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder applicable to such Parent SEC

Reports. As of their respective dates, the Parent SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited interim financial statements of Parent included in the Parent SEC Reports comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto. The financial statements included in the Parent SEC Reports: have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto); present fairly, in all material respects, the financial position of Parent and its subsidiaries as at the dates thereof and the results of their operations and cash flows for the periods then ended subject, in the case of the unaudited interim financial statements, to normal year-end audit adjustments, any other adjustments described therein and the fact that certain information and notes have been condensed or omitted in accordance with the Exchange Act and the rules promulgated

10

<PAGE> 12

thereunder; and are in all material respects, in accordance with the books of account and records of Parent.

SECTION 3.6 ABSENCE OF CERTAIN CHANGES OR

EVENTS. Except as disclosed in the Parent SEC Reports or as disclosed in Section 4.6 of the Parent Disclosure Letter, from December 31, 1995 through the date of this Agreement, there has not been (i) any transaction, commitment, dispute or other event or condition (financial or otherwise) of any character (whether or not in the ordinary course of business) individually or in the aggregate having a Parent Material Adverse Effect (other than as a result of changes in laws or regulations of general applicability); (ii) any damage, destruction or loss, whether or not covered by insurance, which would have a Parent Material Adverse Effect; or (iii) any entry into any commitment or transaction material to Parent and its subsidiaries taken as a whole (including, without limitation, any borrowing or sale of assets) except in the ordinary course of business consistent with past practice.

ARTICLE IV.

ADJUSTMENTS

SECTION 4.1. DISTRIBUTIONS; ADJUSTMENT UPON CHANGES IN CAPITALIZATION.

(a) Any dividends or other distributions (whether payable in cash, stock or otherwise) by the Company with respect to any Shares purchased hereunder with a record date on or after the Closing Date will belong to Parent. If any such dividend or distribution belonging to Parent is paid by the Company to the Stockholder, the Stockholder shall hold such dividend or distribution in trust for the benefit of Parent and shall promptly remit such dividend or distribution to Parent in exactly the form received, accompanied by appropriate instruments of transfer.

(b) If on or after the date of this Agreement there shall occur any stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, as a result of which shares of any class of stock, other securities, cash or other property shall be issued in respect of any Shares or if any Shares shall be changed into the same or another class of stock or other securities, then, upon exercise of the Option, Parent shall receive for the aggregate price payable upon exercise of the Option with respect to the Shares, all such shares of stock, other securities, cash or other property issued, delivered or received with respect to such Shares (or if the Option shall not be exercised, appropriate adjustment shall be made for purposes of the calculations set forth in this Agreement).

11

<PAGE> 13

ARTICLE V.

SECTION 5.1. NO SOLICITATION OF TRANSACTIONS.

Each Stockholder covenants and agrees that in its capacity as a stockholder of the Company it shall not, directly or indirectly, take (nor shall the Stockholder authorize or permit its officers, directors, partners, stockholders, employees, representatives, investment bankers, attorneys, accountants or other agents or affiliates (the "Representatives"), to take and the Representatives shall not take, on behalf of the Stockholder) any action to (i) encourage, solicit or initiate the submission of any Acquisition Proposal or a proposal for the acquisition, purchase or option to purchase any of the Shares, (ii) enter into any agreement with respect to any Acquisition Proposal or any acquisition or purchase of all or any of the Shares or (iii) participate in any way in discussions or negotiations with, or furnish any information to, any person in connection with, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal or a proposal to acquire or purchase any of the Shares. The Stockholder will promptly communicate to Parent any solicitation received by it in its capacity as a stockholder of the Company with respect to an Acquisition Proposal and the terms of such proposal or inquiry, including the identity of the person and its affiliates making the same, that it may receive in respect of any such transaction, or of any such information requested from it or of any such negotiations or discussions being sought to be initiated with it. "Acquisition Proposal" shall mean any proposed (A) merger, consolidation or similar transaction involving the Company, (B) sale, lease or other disposition directly or indirectly by merger, consolidation, share exchange or otherwise of assets of the Company or its subsidiaries representing 10% or more of the consolidated assets of the Company and its subsidiaries other than in the ordinary course of business, (C) issue, sale, or other disposition of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 10% or more of the voting power of the Company or (D) transaction in which any person shall acquire beneficial ownership (as such term is defined in Rule

13d-3 under the Exchange Act), or the right to acquire beneficial ownership or any "group" (as such term is defined under the Exchange Act) shall have been formed which beneficially owns or has the right to acquire beneficial ownership of 25% or more of the outstanding Common Stock.

12

<PAGE> 14

ARTICLE VI.

COVENANTS OF THE STOCKHOLDERS.

SECTION 6.1. NEGATIVE COVENANTS. Each Stockholder agrees, until the Option has terminated, not to:

(a) sell, transfer, pledge, assign or otherwise dispose of, or enter into any contract, option or other arrangement with respect to the sale, transfer, pledge, assignment or other disposition of, the Shares owned by such Stockholder to any person other than Parent or Parent's designee and except as contemplated in Exhibit A;

(b) acquire any additional shares of Common Stock without the prior consent of Parent other than pursuant to rights under the Company Employees Stock Purchase Plan or options outstanding on the date of this Agreement; or

(c) deposit any Shares into a voting trust or grant a proxy or enter into a voting agreement with respect to any Shares, except for this Agreement.

SECTION 6.2. FURTHER ASSURANCES. If Parent shall exercise the Option in accordance with the terms of this Agreement, from time to time and without additional consideration the Stockholder will execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements, consents and other instruments as Parent may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement, including the transfer of the Shares to Parent and the release of any and all Encumbrances with respect thereto.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.1. NON-SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS. All representations, warranties and agreements made by the parties to this Agreement shall terminate at the Closing.

SECTION 7.2. EXPENSES. Except as otherwise provided herein, all costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses. SECTION 1 NOTICES. All notices or other communications under this Agreement shall be in writing and shall be given by delivery in person, by facsimile, cable, telegram, telex or other standard form of telecommunications, or by registered or certified mail, postage prepaid, return receipt requested,

addressed as follows (or such other address for a

13

<PAGE> 15

party as shall be specified in a notice given in accordance with this Section 6.3) and shall be deemed to have been given one business day after transmission by facsimile, cable, telegram, telex or other standard form of telecommunications or four days after deposit in the U.S. mail:

If to a Stockholder, at the address or facsimile number of such Stockholder set forth on Exhibit A, with a copy to:

UUNET Technologies, Inc.
3060 Williams Drive
Fairfax, VA 22031
Attention: General Counsel
Facsimile No.: (703) 206-5807

and

Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301
Attn: August J. Moretti
and Richard Friedman
Facsimile: (415) 324-0638

If to Parent or Sub:

MFS Communications Company, Inc.
3555 Farnam Street, 2nd Floor
Omaha, Nebraska 68131
Attention: General Counsel
Facsimile No.: (402) 977-5335

With a copy to:

Willkie Farr & Gallagher
One Citicorp Center
153 East 53rd Street
New York, New York 10022
Attention: John S. D'Alimonte, Esq.
Facsimile No.: (212) 821-8111

SECTION 7.4. SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SECTION 7.5 ENTIRE AGREEMENT. This Agreement and any documents delivered by the parties in connection herewith

14

<PAGE> 16

constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

SECTION 7.6. ASSIGNMENT, BINDING EFFECT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent or Sub may assign all or any of their rights and obligations hereunder to any affiliate of Parent, provided that no such assignment shall relieve Parent or Sub of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 7.7 SPECIFIC PERFORMANCE. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any Delaware Court, this being in addition to any other remedy to which they are entitled at law or in equity.

SECTION 7.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS.

SECTION 7.9 HEADINGS. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

15

<PAGE> 17

SECTION 7.10. COUNTERPARTS. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages follow.]

16

<PAGE> 18

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By /s/ JAMES Q. CROWE

Name: James Q. Crowe
Title: Chairman & CEO

MFS GLOBAL INTERNET SERVICES, INC.

By /s/ JAMES Q. CROWE

Name: James Q. Crowe
Title: President

[Entity Stockholder]

By

Name:
Title:

[Individual Stockholder]

17

<PAGE> 19

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:

Title:

[Entity Stockholder]

By _____

Name:

Title:

/s/ RICHARD L. ADAMS, Jr.

[Individual Stockholder]

17

<PAGE> 20

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:
Title:

MICROSOFT CORPORATION

By /s/ NATHAN MYHRVOID

Name: Nathan Myhrvoid
Title: Group Vice President

(Individual Stockholder)

17

<PAGE> 21

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:
Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:
Title:

[Entity Stockholder]

MENLO VENTURES IV, L.P.

By: MV Management IV, L.P.
its General Partner

By /s/ JOHN W. JARVE

Name: John W. Jarve
Title: General Partner

(Individual Stockholder)

17

<PAGE> 22

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:

Title:

[Entity Stockholder]

MENLO EVERGREEN V, L.P.

By: MV Management IV, L.P.
its General Partner

By /s/ JOHN W. JARVE

Name: John W. Jarve

Title: General Partner

[Individual Stockholder]

17

<PAGE> 23

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized

signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:

Title:

[Entity Stockholder]

By _____

Name:

Title:

/s/ JOHN W. SIDGMORE

[Individual Stockholder]

17

<PAGE> 24

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:

Title:

[Entity Stockholder]

New Enterprise Associates

By: NEA Partners V, Limited
Partnership

By /s/ NANCY DORMAN _____

Name: Nancy Dorman

Title: General Partner

[Individual Stockholder]

17

<PAGE> 25

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:

Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:

Title:

[Entity Stockholder]

ACCEL INVESTORS '93 L.P.

ACCEL IV L.P.

By: /s/ ARTHUR C. PATTERSON

General PartnerBy: ACCEL IV ASSOCIATES L.P.
ITS GENERAL PARTNER

By /s/ ARTHUR C. PATTERSON

Name: Arthur C. Patterson
Title: General Partner-----
[Individual Stockholder]

17

<PAGE> 26

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By

Name:
Title:

MFS GLOBAL INTERNET SERVICES, INC.

By

Name:
Title:

[Entity Stockholder]

By

Name:
Title:

/s/ LES B. STRAUS

[Individual Stockholder]

17

<PAGE> 27

IN WITNESS WHEREOF, Parent has caused this Agreement to be executed by its officers thereunto duly authorized and each Stockholder has caused this Agreement to be executed, or duly executed by an authorized signatory, all as of the date first written above.

MFS COMMUNICATIONS COMPANY, INC.

By _____

Name:
Title:

MFS GLOBAL INTERNET SERVICES, INC.

By _____

Name:
Title:

[Entity Stockholder]

By _____

Name:
Title:

/s/ DANIEL C. LYNCH

[Individual Stockholder]

17

<PAGE> 28

LIST OF STOCKHOLDERS

EXHIBIT A

<TABLE>
<CAPTION>Name and address
of StockholderNumber
of Com

<S>	<C>
Richard L. Adams, Jr. c/o UUNET Technologies, Inc. 3060 Williams Drive Fairfax, VA 22031 Facsimile: (703) 206-5805	4,70
Microsoft Corporation 1 Microsoft Way Redmond, WA 98052 Attn: Robert Eschelman Facsimile: (206) 869-1327	4,1
Menlo Ventures IV, L.P. Menlo Evergreen V, L.P. 3000 Sand Hill Road Building 4, Suite 100 Menlo Park, CA 94025 Attn: John W. Jarve Facsimile: (415) 854-7059	2,5 66
John W. Sidgmore c/o UUNET Technologies, Inc. 3060 Williams Drive Fairfax, VA 22031 Facsimile: (703) 206-5805	1,09
New Enterprise Associates V, Limited Partnership 1119 St. Paul Street Baltimore, MD 21202 Attn: Peter J. Barris and Nancy Dorman Facsimile: (410) 752-7721	3,2
Accel IV L.P. Accel Investors '93 L.P. One Palmer Square Princeton, NJ 08542 Attn: Carter Sednaoui Facsimile: (609) 683-0384	2,9 11

</TABLE>

18

<PAGE> 29
<TABLE>

<S>	<C>
Les B. Straus PictureTel The Tower at Northwoods 222 Rosewood Drive Danvers, MA 01923 Facsimile: (508) 762-5219	5

Daniel C. Lynch
25560 La Lanne Court
Los Altos Hills, CA 94022
Facsimile: (415) 948-0757

3

TOTAL

19,

</TABLE>

-
- (1) Of the 4,700,000 shares held by Mr. Adams, 325,000 shares may be sold, gifted or otherwise transferred without restriction under this Agreement prior to the Closing.
 - (2) Of the 1,091,455 shares held by Mr. Sidgmore, 355,458 of such shares are subject to a right of repurchase by the Company if Mr. Sidgmore voluntarily terminates his employment with the Company before June 27, 1996. In addition, as of April 30, 1996, the Company has a right of repurchase with respect to another 562,807 of such shares in the event that Mr. Sidgmore's employment with the Company is terminated and which right of repurchase expires with respect to 14,810.70 shares of the last day of each calendar month so long as Mr. Sidgmore remains employed by the Company; provided, that such right of repurchase expires with respect to 50 percent of such shares subject to a right of repurchase in the event of a Change in Control or involuntary Termination Other Than For Cause (each, as defined in the Nonstatutory Stock Option Agreement between the Company and Mr. Sidgmore dated as of July 20, 1994).

19

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

* Microsoft Corporation, as a public corporation, is required to file certain reports with the Securities and Exchange Commission. The attached reports are the Schedule 13D filings available from the SEC web site. Schedule 13D discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5% of a class of registered equity securities of certain issuers must file a Schedule 13D reporting such acquisition together with certain other information within ten days after such acquisition. Moreover, any material changes in the facts set forth in the Schedule generally precipitates a duty to promptly file an amendment on Schedule 13D.

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

VBGkMVh3sQl8KUwM1vwFuJOHg08kFD4YICQ3eIocOWW8VBZ+ENZUWuw3iVhnMTZt

UCFjHlpFP94ng6VHJeXWhg==

<SEC-DOCUMENT>0001032210-97-000128.txt : 19970929

<SEC-HEADER>0001032210-97-000128.hdr.sgml : 19970929

ACCESSION NUMBER: 0001032210-97-000128

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 19970926

SROS: NASD

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:

LERNOUT & HAUSPIE SPEECH PRO

CENTRAL INDEX KEY:

0001002131

STANDARD INDUSTRIAL CLASSIFICATION:

SERVICES-PREPACKAGED SOFTWARE

IRS NUMBER:

000000000

FISCAL YEAR END:

1231

FILING VALUES:

FORM TYPE: SC 13D

SEC ACT:

SEC FILE NUMBER: 005-48031

FILM NUMBER: 97686491

BUSINESS ADDRESS:

STREET 1:

SINT KRISPIJNSTRAAT 7

STREET 2:

8900 IEPER

CITY:

BELGIUM

STATE:

C9

BUSINESS PHONE:

3257228888

MAIL ADDRESS:

STREET 1:

LERNOUT & HAUSPIE SPEECH PRODUCTS USA IN

STREET 2:

20 MALL ROAD :

CITY:

BURLINGTON

STATE:

MA

ZIP:

01803

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:

MICROSOFT CORP

CENTRAL INDEX KEY:

0000789019

STANDARD INDUSTRIAL CLASSIFICATION:

SERVICES-PREPACKAGED SOFTWARE

IRS NUMBER:

911144442

STATE OF INCORPORATION:

WA

FISCAL YEAR END:

0630

FILING VALUES:

FORM TYPE:

SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Lernout & Hausipe Speech Products N.V.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

B5628B104

(CUSIP Number)

Robert A. Eshelman, Esq.
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
(425) 882-8080

With a copy to:
Richard B Dodd, Esq.
Preston Gates & Ellis LLP
701 Fifth Avenue
5000 Columbia Seafirst Center
Seattle, WA 98104
(206) 623-7580

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 16, 1997

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

CUSIP NO.

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
MICROSOFT CORPORATION
91-1144442

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a) []
(b) [X]

3 SEC USE ONLY

4 SOURCE OF FUNDS
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
STATE OF WASHINGTON

7 SOLE VOTING POWER
NUMBER OF 1,450,210
SHARES

SHARED VOTING POWER

BENEFICIALLY 8

-0-

OWNED BY

EACH

SOLE DISPOSITIVE POWER

9

REPORTING

1,450,210

PERSON

SHARED DISPOSITIVE POWER

WITH

10

-0-

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

1,450,210

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

[]

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

8.0%

TYPE OF REPORTING PERSON

14

CO

-2-

<PAGE>

Item 1. Security and Issuer

This statement relates to the Common Stock, no par value (the "Common Stock"), of Lernout & Hauspie Speech Products N.V. (the "Issuer").

The principal executive offices of the Issuer are located at Sint-Krispijnstraat 7, 8900 Ieper, Belgium.

Item 2. Identity and Background

This statement is being filed by Microsoft Corporation ("Microsoft"). Microsoft is a corporation organized under the laws of the State of Washington and conducts its principal business operations in Redmond, Washington at One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft develops, manufactures, markets, licenses, and supports a wide range of software products, including operating systems for personal computers, workstations, and servers; business and consumer programs for productivity, reference, education, and entertainment; and software development tools. Microsoft also offers an online service and markets personal computer books and hardware, and is engaged in the research and potential development of advanced

technology software products.

Microsoft has not during the last five years been (i) convicted in a criminal proceeding, or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to judgment, decree and final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On September 16, 1997, Microsoft purchased a total of 1,450,210 shares of Common Stock for a price of \$45,000,016.30 (the "Purchased Common Stock"). Such purchase was consummated via a Common Stock Purchase and Shareholders' Agreement (the "Agreement") between Microsoft, the Issuer, the Co-Chairmen of the Issuer and another principal shareholder of the Issuer dated September 10, 1997.

The source of Microsoft's consideration under the Agreement was Microsoft's working capital. Microsoft did not acquire any of the Purchased Common Stock with borrowed funds.

Item 4. Purpose of Transaction

Microsoft acquired the Purchased Common Stock as an investment. Subject to contractual and regulatory restrictions, Microsoft may sell shares of the Purchased Common Stock from time to time in the open market or in privately negotiated transactions, and may also enter into short sales, the purchase or sale of derivative securities or other hedging transactions with broker-dealers or other financial institutions. Transactions in respect of the shares of the Purchased Common Stock may be effected from time to time based upon Microsoft's capital requirements, strategic planning and/or the market price of the Common Stock.

Under the terms of the Agreement, the Issuer may cause warrants to be issued to Microsoft to purchase up to 428,571 shares of Common Stock (the "Warrants"). The Issuer has agreed to issue the Warrants no later than 6 months from the date of the Agreement subject to the condition that, in the reasonable good faith opinion of the Issuer, Microsoft has created new business opportunities as a consequence of the cooperation between Microsoft and the Issuer. In the event the new business opportunities do not fully meet the parties' mutual expectations due to the failure of Microsoft, the Issuer may issue Warrants for some, but not all, of the 428,571 Common Shares, in proportion to the new business opportunities which are actually achieved. In the event that the Issuer fails to obtain shareholder approval for the issuance of the Warrants, certain principal shareholders of the Issuer have agreed to provide Microsoft with financial instruments of equivalent value.

-3-

<PAGE>

In addition, under the terms of the Agreement, so long as Microsoft continues to beneficially own directly or indirectly 966,806 Common Shares, the Issuer and the Co-Chairmen have agreed to take certain actions so that a nominee of Microsoft will be elected to the Issuer's Board of Directors.

Except as otherwise set forth in this Item 4, Microsoft has no present intent or proposals that relate to or would result in: (i) the acquisition by

any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of Directors or to fill any vacancies on the Board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's Articles of Association, By-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to those enumerated above.

Microsoft reserves the right to determine in the future whether to change the purpose or purposes described above or whether to adopt plans or proposals of the type specified above.

Item 5. Interest in Securities of the Issuer

On September 10, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft agreed to acquire 1,450,210 shares of Common Stock at \$31.03 per share for an aggregate purchase price of \$45,000,000.16. The acquisition of the Purchased Common Stock closed on September 16, 1997. Microsoft's ownership of the Purchased Common Stock represents approximately 8.0% of the Issuer's outstanding Common Stock. On September 24, 1997, the Issuer issued 1,825,000 shares of Common Stock in a public offering, and Microsoft's ownership of the Purchased Common Stock represents approximately 7.3% of the Issuer's outstanding Common Stock following such offering.

Microsoft has sole dispositive power over the Purchased Common Stock. However, under the terms of the Agreement, Microsoft has agreed not to transfer the Preferred Stock for a period of three years except that (i) Microsoft may transfer up to one-third of the Purchased Common Stock during period between the first and second anniversary of the closing of the purchase of the Purchased Common Stock, (ii) Microsoft may transfer up to two-thirds of the Purchased Common Stock during the period between the first and third anniversary of the closing of the purchase of the Purchased Common Stock, and (iii) Microsoft may transfer some or all of the Purchased Common Stock to an "affiliated entity" of Microsoft as defined under Belgian law. Microsoft has the right to effectuate the hedging transactions described in Item 4 above. The restrictions on transfer will expire in the event of a change of control involving the Issuer.

For a period of five years commencing on the closing of the purchase of the Purchased Common Stock, the Issuer has a right of first refusal in the event Microsoft wishes to transfer more than 100,000 shares of Common Stock to any industrial corporation, the primary business of which is computer hardware or software, in a transaction effected outside of the Nasdaq National Market or Easdaq.

Microsoft has not been a party to any transaction in the Purchased Common Stock, other than the Agreement, in the last 60 days. Microsoft knows of no other person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Purchased Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

On September 10, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft agreed to acquire 1,450,210 shares of Common Stock for a price of \$45,000,016.30. The acquisition of the Purchased Common Shares closed on September 16, 1997.

-4-

<PAGE>

In addition to the terms of the Agreement discussed in Item 5 above, the Issuer agreed to grant Microsoft certain registration rights with regard to the Purchased Common Stock.

Item 7. Materials to be Filed as Exhibits

None.

-5-

<PAGE>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Signature

September 26, 1997

-6-

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen

TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

VBGkMVh3sQl8KUwM1vwFuJOHg08kFD4YICQ3eIocOWW8VBZ+ENZUWuw3iVhnMTZt

UCFjHlpFP94ng6VHJeXWhg==

<SEC-DOCUMENT>0001032210-97-000128.txt : 19970929

<SEC-HEADER>0001032210-97-000128.hdr.sgml : 19970929

ACCESSION NUMBER: 0001032210-97-000128

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 19970926

SROS: NASD

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:

LERNOUT & HAUSPIE SPEECH PRO

CENTRAL INDEX KEY:

0001002131

STANDARD INDUSTRIAL CLASSIFICATION:

SERVICES-PREPACKAGED SOFTWARE

IRS NUMBER:

000000000

FISCAL YEAR END:

1231

FILING VALUES:

FORM TYPE: SC 13D

SEC ACT:

SEC FILE NUMBER:005-48031

FILM NUMBER: 97686491

BUSINESS ADDRESS:

STREET 1:

SINT KRISPIJNSTRAAT 7

STREET 2:

8900 IEPEER

CITY:

BELGIUM

STATE:

C9

BUSINESS PHONE:

3257228888

MAIL ADDRESS:

STREET 1:

LERNOUT & HAUSPIE SPEECH PRODUCTS USA IN

STREET 2:

20 MALL ROAD

CITY:

BURLINGTON

STATE:

MA

ZIP:

01803

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:

MICROSOFT CORP

CENTRAL INDEX KEY:

0000789019

STANDARD INDUSTRIAL CLASSIFICATION:

SERVICES-PREPACKAGED SOFTWARE

IRS NUMBER:

911144442

STATE OF INCORPORATION:

WA

FISCAL YEAR END:

0630

FILING VALUES:

FORM TYPE:

SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Lernout & Hausipe Speech Products N.V.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

B5628B104

(CUSIP Number)

Robert A. Eshelman, Esq.
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
(425) 882-8080

With a copy to:
Richard B Dodd, Esq.
Preston Gates & Ellis LLP
701 Fifth Avenue
5000 Columbia Seafirst Center
Seattle, WA 98104
(206) 623-7580

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 16, 1997

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

CUSIP NO.

NAME OF REPORTING PERSON

1 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
MICROSOFT CORPORATION
91-1144442

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

2 (a) []
(b) [X]

SEC USE ONLY

3

SOURCE OF FUNDS

4

WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
5 2(d) OR 2(e) []

CITIZENSHIP OR PLACE OF ORGANIZATION

6

STATE OF WASHINGTON

SOLE VOTING POWER

7
NUMBER OF 1,450,210

SHARES

SHARED VOTING POWER

BENEFICIALLY

8

-0-

OWNED BY

EACH

9

SOLE DISPOSITIVE POWER:

REPORTING

1,450,210

PERSON

SHARED DISPOSITIVE POWER

WITH

10

-0-

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

1,450,210

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

[]

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

8.0%

TYPE OF REPORTING PERSON

14

CO

-2-

<PAGE>

Item 1. Security and Issuer

This statement relates to the Common Stock, no par value (the "Common Stock"), of Lernout & Hauspie Speech Products N.V. (the "Issuer").

The principal executive offices of the Issuer are located at Sint-Krispijnstraat 7, 8900 Ieper, Belgium.

Item 2. Identity and Background

This statement is being filed by Microsoft Corporation ("Microsoft"). Microsoft is a corporation organized under the laws of the State of Washington and conducts its principal business operations in Redmond, Washington at One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft develops, manufactures, markets, licenses, and supports a wide range of software products, including operating systems for personal computers, workstations, and servers; business and consumer programs for productivity, reference, education, and entertainment; and software development tools. Microsoft also offers an online service and markets personal computer books and hardware, and is engaged in the research and potential development of advanced

technology software products.

Microsoft has not during the last five years been (i) convicted in a criminal proceeding, or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to judgment, decree and final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On September 16, 1997, Microsoft purchased a total of 1,450,210 shares of Common Stock for a price of \$45,000,016.30 (the "Purchased Common Stock"). Such purchase was consummated via a Common Stock Purchase and Shareholders' Agreement (the "Agreement") between Microsoft, the Issuer, the Co-Chairmen of the Issuer and another principal shareholder of the Issuer dated September 10, 1997.

The source of Microsoft's consideration under the Agreement was Microsoft's working capital. Microsoft did not acquire any of the Purchased Common Stock with borrowed funds.

Item 4. Purpose of Transaction

Microsoft acquired the Purchased Common Stock as an investment. Subject to contractual and regulatory restrictions, Microsoft may sell shares of the Purchased Common Stock from time to time in the open market or in privately negotiated transactions, and may also enter into short sales, the purchase or sale of derivative securities or other hedging transactions with broker-dealers or other financial institutions. Transactions in respect of the shares of the Purchased Common Stock may be effected from time to time based upon Microsoft's capital requirements, strategic planning and/or the market price of the Common Stock.

Under the terms of the Agreement, the Issuer may cause warrants to be issued to Microsoft to purchase up to 428,571 shares of Common Stock (the "Warrants"). The Issuer has agreed to issue the Warrants no later than 6 months from the date of the Agreement subject to the condition that, in the reasonable good faith opinion of the Issuer, Microsoft has created new business opportunities as a consequence of the cooperation between Microsoft and the Issuer. In the event the new business opportunities do not fully meet the parties' mutual expectations due to the failure of Microsoft, the Issuer may issue Warrants for some, but not all, of the 428,571 Common Shares, in proportion to the new business opportunities which are actually achieved. In the event that the Issuer fails to obtain shareholder approval for the issuance of the Warrants, certain principal shareholders of the Issuer have agreed to provide Microsoft with financial instruments of equivalent value.

-3-

<PAGE>

In addition, under the terms of the Agreement, so long as Microsoft continues to beneficially own directly or indirectly 966,806 Common Shares, the Issuer and the Co-Chairmen have agreed to take certain actions so that a nominee of Microsoft will be elected to the Issuer's Board of Directors.

Except as otherwise set forth in this Item 4, Microsoft has no present intent or proposals that relate to or would result in: (i) the acquisition by

any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of Directors or to fill any vacancies on the Board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's Articles of Association, By-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to those enumerated above.

Microsoft reserves the right to determine in the future whether to change the purpose or purposes described above or whether to adopt plans or proposals of the type specified above.

Item 5. Interest in Securities of the Issuer

On September 10, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft agreed to acquire 1,450,210 shares of Common Stock at \$31.03 per share for an aggregate purchase price of \$45,000,000.16. The acquisition of the Purchased Common Stock closed on September 16, 1997. Microsoft's ownership of the Purchased Common Stock represents approximately 8.0% of the Issuer's outstanding Common Stock. On September 24, 1997, the Issuer issued 1,825,000 shares of Common Stock in a public offering, and Microsoft's ownership of the Purchased Common Stock represents approximately 7.3% of the Issuer's outstanding Common Stock following such offering.

Microsoft has sole dispositive power over the Purchased Common Stock. However, under the terms of the Agreement, Microsoft has agreed not to transfer the Preferred Stock for a period of three years except that (i) Microsoft may transfer up to one-third of the Purchased Common Stock during period between the first and second anniversary of the closing of the purchase of the Purchased Common Stock, (ii) Microsoft may transfer up to two-thirds of the Purchased Common Stock during the period between the first and third anniversary of the closing of the purchase of the Purchased Common Stock, and (iii) Microsoft may transfer some or all of the Purchased Common Stock to an "affiliated entity" of Microsoft as defined under Belgian law. Microsoft has the right to effectuate the hedging transactions described in Item 4 above. The restrictions on transfer will expire in the event of a change of control involving the Issuer.

For a period of five years commencing on the closing of the purchase of the Purchased Common Stock, the Issuer has a right of first refusal in the event Microsoft wishes to transfer more than 100,000 shares of Common Stock to any industrial corporation, the primary business of which is computer hardware or software, in a transaction effected outside of the Nasdaq National Market or Easdaq.

Microsoft has not been a party to any transaction in the Purchased Common Stock, other than the Agreement, in the last 60 days. Microsoft knows of no other person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Purchased Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

On September 10, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft agreed to acquire 1,450,210 shares of Common Stock for a price of \$45,000,016.30. The acquisition of the Purchased Common Shares closed on September 16, 1997.

-4-

<PAGE>

In addition to the terms of the Agreement discussed in Item 5 above, the Issuer agreed to grant Microsoft certain registration rights with regard to the Purchased Common Stock.

Item 7. Materials to be Filed as Exhibits

None.

-5-

<PAGE>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Signature

September 26, 1997

-6-

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5,RSA,

FllLYr+vJQmPdrZd/0u7XDyClhLbUEaQoDHMQgivRLUHvctMiOzrZTH/eINuAMeQ
DzVm907ryfFfynSiv3vigw==

<SEC-DOCUMENT>0001032210-97-000327.txt : 19971230

<SEC-HEADER>0001032210-97-000327.hdr.sgml : 19971230

ACCESSION NUMBER: 0001032210-97-000327

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 19971229

SROS: NASD

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:	DIGITAL SOUND CORP
CENTRAL INDEX KEY:	0000718576
STANDARD INDUSTRIAL CLASSIFICATION:	TELEPHONE & TELEGRAPH APPARA
IRS NUMBER:	953222624
STATE OF INCORPORATION:	CA
FISCAL YEAR END:	1231

FILING VALUES:

FORM TYPE:	SC 13D
SEC ACT:	
SEC FILE NUMBER:	005-49601
FILM NUMBER:	97745499

BUSINESS ADDRESS:

STREET 1:	6307 CARPINTERIA AVE
CITY:	CARPINTERIA
STATE:	CA
ZIP:	93013
BUSINESS PHONE:	8055662255X2154

MAIL ADDRESS:

STREET 1:	6307 CARPINTERIA AVE
CITY:	CARPINTERIA
STATE:	CA
ZIP:	93013

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:	MICROSOFT CORP
CENTRAL INDEX KEY:	0000789019
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911144442
STATE OF INCORPORATION:	WA
FISCAL YEAR END:	0630

FILING VALUES:

FORM TYPE:	SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*.

Digital Sound Corporation
(Name of Issuer)

Common Stock
(Title of Class of Securities)

(CUSIP Number)

Robert A Eshelman, Esq.
General Counsel, Finance & Administration
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052-6399
(425) 882-8080

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 19, 1997
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and

for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

<TABLE>

<CAPTION>

CUSIP No.:

<S>

<C>

1	NAME OF REPORTING PERSON	MICROSOFT CORPORATIO
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	91-1144442

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) []
		(b) [X]

3 SEC USE ONLY

4	SOURCE OF FUNDS	WC

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[]

6	CITIZENSHIP OR PLACE OF ORGANIZATION	STATE OF WASHINGTON

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER	6,666,670
		8	SHARED VOTING POWER	-0-
		9	SOLE DISPOSITIVE POWER	6,666,670
		10	SHARED DISPOSITIVE POWER	-0-

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	6,666,670

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[]

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	32.4%

14	TYPE OF REPORTING PERSON	CO

</TABLE>

-2-

<PAGE>

Item 1. Security and Issuer

This statement relates to the Common Stock, no par value (the "Common Stock"), of Digital Sound Corporation (the "Issuer"). Microsoft Corporation ("Microsoft") has purchased securities which are directly and indirectly

convertible into the Common Stock within 60 days.

The principal executive offices of the Issuer are located at 6307 Carpinteria Avenue, Carpinteria, California 93013.

Item 2. Identity and Background

This statement is being filed by Microsoft, which is a corporation organized under the laws of the State of Washington. It conducts its principal business operations in Redmond, Washington at One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft develops, manufactures, markets, licenses, and supports a wide range of software products, including operating systems for personal computers, workstations, and servers; business and consumer programs for productivity, reference, education, and entertainment; and software development tools. Microsoft also offers an online service and markets personal computer books and hardware, and is engaged in the research and potential development of advanced technology software products.

Microsoft has not during the last five years been (i) convicted in a criminal proceeding, or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to judgment, decree and final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Microsoft purchased a total of 446,250 shares of Series B Convertible Preferred Stock (the "Preferred Stock") for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of Convertible Promissory Notes (the "Promissory Notes"). Microsoft effectuated this purchase via a Preferred Stock Purchase Agreement (the "Agreement") between Microsoft and the Issuer dated December 19, 1997. Each share of the Preferred Stock is convertible into 10 shares of the Common Stock. Each \$7.50 of the principal amount of the Promissory Notes is convertible into one share of the Preferred Stock.

The source of Microsoft's consideration under the Agreement was Microsoft's working capital. Microsoft did not purchase any of the Preferred Stock and the Promissory Notes with borrowed funds.

Item 4. Purpose of Transaction

Microsoft acquired the Preferred Stock and the Promissory Notes, and will acquire the Common Stock, as an investment. Upon acquisition and in compliance with the federal securities laws, Microsoft may sell the Common Stock from time to time in the open market, subject to registration, or in privately negotiated transactions, and may also enter into short sales or other hedging transactions with broker-dealers or other financial institutions.

Except as set forth in this Item 4, Microsoft has no present intent or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of

its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of Directors or to fill any vacancies on the Board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other

-3-

<PAGE>

actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to those enumerated above.

Microsoft reserves the right to determine in the future whether to change the purpose or purposes described above or whether to adopt plans or proposals of the type specified above.

Item 5. Interest in Securities of the Issuer

On December 19, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft purchased a total of 446,250 shares of the Preferred Stock for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of the Promissory Notes. Each share of the Preferred Stock is convertible into 10 shares of the Common Stock. Each \$7.50 of the principal amount of the Promissory Notes is convertible into one share of the Preferred Stock. Due to this direct and indirect convertibility of the Preferred Stock and the Promissory Notes, respectively, Microsoft is deemed to presently be the beneficial owner of shares of the Common Stock pursuant to Exchange Act Rule 13d-3(d)(1)(i)(B). Microsoft's beneficial ownership of the Common Stock represents approximately 32.4% of the Issuer's outstanding Common Stock and 11.5% of the Issuer's outstanding Common Stock on a fully diluted basis.

Upon conversion, Microsoft will have sole voting power and sole dispositive power over the Common Stock that it holds. Microsoft has not been a party to any transaction in the Preferred Stock, the Promissory Note or the Common Stock, other than the Agreement, in the last 60 days. Microsoft knows of no other person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Preferred Stock, the Promissory Notes or the Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

On December 19, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft purchased a total of 446,250 shares of the Preferred Stock for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of the Promissory Notes (see Item 5). Other than the Agreement, Microsoft has no contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to the Preferred Stock, the Promissory Notes or the Common Stock, including transfer or voting thereof, finder's fees, joint ventures, loan or option arrangements, put or calls, guarantees of profits, division of profits

or loss, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

None.

-4-

<PAGE>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Signature

December 29, 1997

-5-

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

F1lLYr+vJQmPdrZd/0u7XDyClhLbUEaQoDHMQgivRLUHvctMiOzrZTH/eINuAMEQ
DzVm907ryfFfynSiv3vigw==

<SEC-DOCUMENT>0001032210-97-000327.txt : 19971230

<SEC-HEADER>0001032210-97-000327.hdr.sgml : 19971230

ACCESSION NUMBER: 0001032210-97-000327

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 19971229

SROS: NASD

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:	DIGITAL SOUND CORP
CENTRAL INDEX KEY:	0000718576
STANDARD INDUSTRIAL CLASSIFICATION:	TELEPHONE & TELEGRAPH APPARA
IRS NUMBER:	953222624
STATE OF INCORPORATION:	CA
FISCAL YEAR END:	1231

FILING VALUES:

FORM TYPE:	SC 13D
SEC ACT:	
SEC FILE NUMBER:	005-49601
FILM NUMBER:	97745499

BUSINESS ADDRESS:

STREET 1:	6307 CARPINTERIA AVE
CITY:	CARPINTERIA
STATE:	CA
ZIP:	93013
BUSINESS PHONE:	8055662255X2154

MAIL ADDRESS:

STREET 1:	6307 CARPINTERIA AVE
CITY:	CARPINTERIA
STATE:	CA
ZIP:	93013

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:	MICROSOFT CORP
CENTRAL INDEX KEY:	0000789019
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911144442
STATE OF INCORPORATION:	WA
FISCAL YEAR END:	0630

FILING VALUES:

FORM TYPE:	SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Digital Sound Corporation
(Name of Issuer)

Common Stock
(Title of Class of Securities)

(CUSIP Number)

Robert A Eshelman, Esq.
General Counsel, Finance & Administration
Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052-6399
(425) 882-8080

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

December 19, 1997
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and

for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

<TABLE>

<CAPTION>

CUSIP No.:

<S>

<C>

1	NAME OF REPORTING PERSON	MICROSOFT CORPORATIO
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	91-1144442

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) []
		(b) [X]

3 SEC USE ONLY

4	SOURCE OF FUNDS	WC

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[]

6	CITIZENSHIP OR PLACE OF ORGANIZATION	STATE OF WASHINGTON

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER	6,666,670
		8	SHARED VOTING POWER	-0-
		9	SOLE DISPOSITIVE POWER	6,666,670
		10	SHARED DISPOSITIVE POWER	-0-

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	6,666,670

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[]

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	32.4%

14	TYPE OF REPORTING PERSON	CO

</TABLE>

-2-

<PAGE>

Item 1. Security and Issuer

This statement relates to the Common Stock, no par value (the "Common Stock"), of Digital Sound Corporation (the "Issuer"). Microsoft Corporation ("Microsoft") has purchased securities which are directly and indirectly

convertible into the Common Stock within 60 days.

The principal executive offices of the Issuer are located at 6307 Carpinteria Avenue, Carpinteria, California 93013.

Item 2. Identity and Background

This statement is being filed by Microsoft, which is a corporation organized under the laws of the State of Washington. It conducts its principal business operations in Redmond, Washington at One Microsoft Way, Redmond, Washington 98052-6399.

Microsoft develops, manufactures, markets, licenses, and supports a wide range of software products, including operating systems for personal computers, workstations, and servers; business and consumer programs for productivity, reference, education, and entertainment; and software development tools. Microsoft also offers an online service and markets personal computer books and hardware, and is engaged in the research and potential development of advanced technology software products.

Microsoft has not during the last five years been (i) convicted in a criminal proceeding, or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to judgment, decree and final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Microsoft purchased a total of 446,250 shares of Series B Convertible Preferred Stock (the "Preferred Stock") for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of Convertible Promissory Notes (the "Promissory Notes"). Microsoft effectuated this purchase via a Preferred Stock Purchase Agreement (the "Agreement") between Microsoft and the Issuer dated December 19, 1997. Each share of the Preferred Stock is convertible into 10 shares of the Common Stock. Each \$7.50 of the principal amount of the Promissory Notes is convertible into one share of the Preferred Stock.

The source of Microsoft's consideration under the Agreement was Microsoft's working capital. Microsoft did not purchase any of the Preferred Stock and the Promissory Notes with borrowed funds.

Item 4. Purpose of Transaction

Microsoft acquired the Preferred Stock and the Promissory Notes, and will acquire the Common Stock, as an investment. Upon acquisition and in compliance with the federal securities laws, Microsoft may sell the Common Stock from time to time in the open market, subject to registration, or in privately negotiated transactions, and may also enter into short sales or other hedging transactions with broker-dealers or other financial institutions.

Except as set forth in this Item 4, Microsoft has no present intent or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of

its subsidiaries; (iv) any change in the present Board of Directors or management of the Issuer, including any plans or proposals to change the number or term of Directors or to fill any vacancies on the Board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other

-3-

<PAGE>

actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to those enumerated above.

Microsoft reserves the right to determine in the future whether to change the purpose or purposes described above or whether to adopt plans or proposals of the type specified above.

Item 5. Interest in Securities of the Issuer

On December 19, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft purchased a total of 446,250 shares of the Preferred Stock for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of the Promissory Notes. Each share of the Preferred Stock is convertible into 10 shares of the Common Stock. Each \$7.50 of the principal amount of the Promissory Notes is convertible into one share of the Preferred Stock. Due to this direct and indirect convertibility of the Preferred Stock and the Promissory Notes, respectively, Microsoft is deemed to presently be the beneficial owner of shares of the Common Stock pursuant to Exchange Act Rule 13d-3(d)(1)(i)(B). Microsoft's beneficial ownership of the Common Stock represents approximately 32.4% of the Issuer's outstanding Common Stock and 11.5% of the Issuer's outstanding Common Stock on a fully diluted basis.

Upon conversion, Microsoft will have sole voting power and sole dispositive power over the Common Stock that it holds. Microsoft has not been a party to any transaction in the Preferred Stock, the Promissory Note or the Common Stock, other than the Agreement, in the last 60 days. Microsoft knows of no other person that has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Preferred Stock, the Promissory Notes or the Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

On December 19, 1997, Microsoft and the Issuer entered into the Agreement, whereby Microsoft purchased a total of 446,250 shares of the Preferred Stock for a price of \$3,346,875.00 and \$1,653,127.50 principal amount of the Promissory Notes (see Item 5). Other than the Agreement, Microsoft has no contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to the Preferred Stock, the Promissory Notes or the Common Stock, including transfer or voting thereof, finder's fees, joint ventures, loan or option arrangements, put or calls, guarantees of profits, division of profits

or loss, or the giving or withholding of proxies. .

Item 7. Materials to be Filed as Exhibits

None.

-4-

<PAGE>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Signature

December 29, 1997

-5-

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICaf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

RZxB+6GZOCsUxJTTPK27D9KTn7JY5nr8bCEJHLrv0rU2LLkUdTdCBSvZsmGQI7sC
e5GrRrsSLotOuUtq57vjSw==

<SEC-DOCUMENT>0001072993-99-000006.txt : 19990107

<SEC-HEADER>0001072993-99-000006.hdr.sgml : 19990107

ACCESSION NUMBER: 0001072993-99-000006

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 19990106

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:	SKYTEL COMMUNICATIONS INC
CENTRAL INDEX KEY:	0000842915
STANDARD INDUSTRIAL CLASSIFICATION:	RADIO TELEPHONE COMMUNICATIO
IRS NUMBER:	640518209
STATE OF INCORPORATION:	DE
FISCAL YEAR END:	1231

FILING VALUES:

FORM TYPE:	SC 13D
SEC ACT:	
SEC FILE NUMBER:	005-40339
FILM NUMBER:	99501207

BUSINESS ADDRESS:

STREET 1:	200 S LAMAR ST
STREET 2:	SECURITY CENTRE S BUILDING
CITY:	JACKSON
STATE:	MS
ZIP:	39201
BUSINESS PHONE:	6019441300

MAIL ADDRESS:

STREET 1:	200 S LAMAR ST
STREET 2:	SECURITY CENTRE SOUTH BUILDING
CITY:	JACKSON
STATE:	MS
ZIP:	39201

FORMER COMPANY:

FORMER CONFORMED NAME:	MOBILE TELECOMMUNICATION TECHNOLOGIES CORP
DATE OF NAME CHANGE:	19920703

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:	MICROSOFT CORP
CENTRAL INDEX KEY:	0000789019
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911144442
STATE OF INCORPORATION:	WA

FISCAL YEAR END: 0630

FILING VALUES:

FORM TYPE: SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 2068828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

SkyTel Communications, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

607406105

(CUSIP Number)

Robert A. Eshelman, Esq.
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
(425) 936-7520

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

May 14, 1998

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

<TABLE>

<CAPTION>

CUSIP No.: 607406105

<S>	<C>	<C>
1	NAME OF REPORTING PERSON Microsoft Corporation S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON 91-1144442	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(e) []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Washington	
		7 SOLE VOTING POWER 3,403,600
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8 SHARED VOTING POWER -0-
		9 SOLE DISPOSITIVE POWER 3,403,600
		10 SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,403,600	

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES [

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
5.7%

14 TYPE OF REPORTING PERSON
CO

</TABLE>

-2-

<PAGE>

Item 1. Security and Issuer

This statement relates to the Common Stock, \$.01 par value (the "Common Stock"), of SkyTel Communications, Inc. (the "Issuer"). The principal executive offices of the Issuer are located at 200 South Lamar Street, Mtel Centre, Jackson, Mississippi 39201.

Item 2. Identity and Background

This statement is being filed by Microsoft Corporation, a Washington corporation. Microsoft develops, manufactures, licenses, and supports a wide range of software products, including scalable operating systems for intelligent devices, personal computers (PCs) and servers; server applications for client/server environments; business and consumer productivity applications; software development tools; and Internet and intranet software and technologies. Microsoft's interactive efforts include entertainment and information software programs, MSN(TM), the Microsoft Network online service; Internet-based services; and alliances with companies involved with other forms of digital interactivity. Microsoft also sells personal computer input devices and books, and researches and develops advanced technologies for future software products. Microsoft's corporate headquarters is located at One Microsoft Way, Redmond, Washington 98052.

Microsoft has not during the last five years been (i) convicted in a criminal proceeding, or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which it was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The names, business addresses and principal businesses of each of the directors and executive officers of Microsoft are set forth on Schedule I hereto and incorporated by reference herein.

Item 3. Source and Amount of Funds or Other Consideration

Microsoft acquired 1,755,000 shares of Common Stock on July 19, 1995 in exchange for 1,500 shares of Class A Common Stock of Destineer Corporation which it had purchased in 1994 for \$30,000,000. Microsoft acquired 1,648,600 shares of Common Stock on May 14, 1998 upon the conversion of 25,000 shares of Series A 7.5% Cumulative Convertible Accruable Pay-In-Kind Preferred Stock which it had purchased in 1996 for \$25,000,000.

The source of Microsoft's payment of the purchase price was its working capital. Microsoft did not purchase any of the Common Stock with borrowed funds.

Item 4. Purpose of Transaction

Microsoft acquired the Common Stock for investment purposes. Microsoft will continue to evaluate its ownership and voting position in the Issuer and may consider the following future courses of action: (i) continuing to hold the Common Stock for investment; (ii) disposing of all or a portion of the Common Stock in open market sales or in privately-negotiated transactions; (iii) acquiring additional shares of common stock in the open market or in privately-negotiated transactions; or (iv) entering into short sales or other hedging transactions with respect to the Common Stock. Microsoft has not as yet determined which of the courses of action specified in this paragraph it may ultimately take. Microsoft's future actions with regard to this investment are dependent on its evaluation of a variety of circumstances affecting the Issuer in the future, including the market price of the Issuer's Common Stock and the Issuer's prospects.

The Issuer and Microsoft have entered into an Amended and Restated Stockholder Agreement dated March 29, 1996 (the "Agreement"). The Agreement provides that, prior to March 29, 2001, Microsoft will not acquire more than 10% of the voting securities of the Issuer without the approval of the Issuer's

-3-

<PAGE>

board of directors. In addition, prior to March 29, 2001, Microsoft agreed not to (i) solicit proxies or participate in any proxy solicitation; (ii) submit a proposal for consideration at or take other steps involving stockholders meetings of the Issuer; (iii) participate in any group that owns the Issuer's voting securities; (iv) deposit its shares into a voting trust or subject them to a voting agreement; (v) propose any form of merger, tender offer, exchange offer or other business transaction with the Issuer, or act alone or with any group in seeking to control or influence the management, board of directors, policies or affairs of the Issuer; (vi) communicate with the Issuer's stockholders or others regarding the management, board of directors, control, policies or affairs of the Issuer; or (vii) propose or disclose an intent to propose, any of the foregoing unless the Issuer invites such offer or proposal. In addition, Microsoft has agreed not to sell more than 1% of the Issuer's shares (on a fully-diluted basis) to any other person or entity operating in the telecommunications industry.

Item 5. Interest in Securities of the Issuer

(a) As of December 31, 1998, Microsoft beneficially owns 3,403,600 shares of the Common Stock, which represents approximately 5.7% of the shares of Common Stock currently issued and outstanding.

(b) As of December 31, 1998, Microsoft has sole power to vote or direct the vote and dispose or direct the disposition of 3,403,600 shares.

(c) None.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

Except as described in Item 4, Microsoft has no contracts, arrangements, understandings, or relationships (legal or otherwise) with any person with respect to the Common Stock, including transfer or voting thereof, finder's fees, joint ventures, loan or option arrangements, put or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

1.1 Amended and Restated Stockholder Agreement dated as of March 29, 1996 by and between the Issuer and Microsoft Corporation.

-4-

<PAGE>

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

MICROSOFT CORPORATION

By /s/ ROBERT A. ESHELMAN

Name: Robert A. Eshelman
Title: Assistant Secretary

January 6, 1999

-5-

<PAGE>

EXHIBITS

EXHIBIT 1.1 Amended and Restated Stockholder Agreement dated as of March 29, 1996 by and between the Issuer and Microsoft Corporation. (Incorporated by reference from the Issuer's Quarterly Report on Form 10-Q for the period ending March 31, 1996.)

-6-

<PAGE>

SCHEDULE I TO SCHEDULE 13D

Following is a list of each executive officer and director of Microsoft setting forth the business address and present principal employment (and the name and address of any corporation or organization in which such employment is conducted) of each person. The person's named below are citizens of the United States of America (unless otherwise noted beneath their names) and have not, during the last five years, been convicted in a criminal proceeding or been a party to a civil proceeding of a judicial or administrative body of competent

jurisdiction as a result of which they are or were subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

<TABLE>
<CAPTION>

Name	Position with Microsoft	Principal Employment and Business Address
<S> William H. Gates III	<C> Chief Executive Officer; Director	<C> Microsoft Corporation One Microsoft Way Redmond, WA 98052
Steven A. Ballmer	President	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Robert J. Herbold	Executive Vice President, Chief Operating Officer	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Paul A. Maritz	Group Vice President, Platforms and Applications	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Nathan P. Myhrvold	Group Vice President; Chief Technology Officer	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Jeffrey S. Raikes	Group Vice President, Sales and Support	Microsoft Corporation One Microsoft Way Redmond, WA 98052
James E. Allchin	Senior Vice President, Personal and Business Systems Division	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Orlando Ayala Lozano (citizen of Columbia)	Senior Vice President, South Pacific and Americas Region	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Joachim Kempin (citizen of Germany)	Senior Vice President, OEM, Internet Customer Unit, Embedded Systems	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Michel Lacombe (citizen of France)	Senior Vice President, Europe, Middle East, and Africa Region; President, Microsoft Europe	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Robert L. Muglia	Senior Vice President, Applications and Tools Division	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Craig Mundie	Senior Vice President, Consumer Strategy	Microsoft Corporation One Microsoft Way

Redmond, WA 98052

</TABLE>

-7-

<PAGE>

<TABLE>

<CAPTION>

Name	Position with Microsoft	Principal Employment and Business Address
<S> William H. Neukom	<C> Senior Vice President, Law & Corporate Affairs; Secretary	<C> Microsoft Corporation One Microsoft Way Redmond, WA 98052
Bernard P. Vergnes (citizen of France)	Senior Vice President, Microsoft; Chairman, Microsoft Europe	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Gregory B. Maffei	Vice President; Chief Financial Officer	Microsoft Corporation One Microsoft Way Redmond, WA 98052
Paul G. Allen	Director	President, Vulcan Northwest Inc. and Vulcan Ventures Inc.; Private Investor 110 110th Ave NE Suite 530 Bellevue, WA 98004
Jill E. Barad	Director	President & CEO Mattel, Inc. 333 Continental Blvd. El Segundo, CA 90245
Richard A. Hackborn	Director	Retired Microsoft Corporation One Microsoft Way Redmond, WA 98052
David F. Marquardt	Director	General Partner, Technology Venture Investors and August Capital 2480 Sand Hill Road Suite 101 Menlo Park, CA 94025
Wm. G. Reed, Jr.	Director	Retired 1402 Third Ave. Suite 1318 Seattle, WA 98101
Jon A. Shirley	Director	Retired Microsoft Corporation One Microsoft Way Redmond, WA 98052

</TABLE>

-8-

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICaf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

CV8YOUk4P/ilv3lwKU7l8tatqce5u43XOWtAmO+Sdl5K6rw4Btill2CdNjRfVQTW
wc+CTalWuX6+2J6mc7amzQ==

<SEC-DOCUMENT>0001032210-99-001370.txt : 19990927

<SEC-HEADER>0001032210-99-001370.hdr.sgml : 19990927

ACCESSION NUMBER: 0001032210-99-001370

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 3

FILED AS OF DATE: 19990924

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:	VISIO CORP
CENTRAL INDEX KEY:	0000946665
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911448389
STATE OF INCORPORATION:	WA
FISCAL YEAR END:	0930

FILING VALUES:

FORM TYPE:	SC 13D
SEC ACT:	
SEC FILE NUMBER:	005-49911
FILM NUMBER:	99716918

BUSINESS ADDRESS:

STREET 1:	520 PIKE ST
STREET 2:	STE 1800
CITY:	SEATTLE
STATE:	WA
ZIP:	98121
BUSINESS PHONE:	2069566000

MAIL ADDRESS:

STREET 1:	520 PIKE ST
STREET 2:	SUITE 1800
CITY:	SEATTLE
STATE:	WA
ZIP:	98121

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:	MICROSOFT CORP
CENTRAL INDEX KEY:	0000789019
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911144442
STATE OF INCORPORATION:	WA
FISCAL YEAR END:	0630

FILING VALUES:

FORM TYPE:	SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 4258828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

VISIO CORPORATION
(Name of Issuer)

Common Stock, Par Value, \$0.001 Per Share
(Title of Class of Securities)

927914101
(CUSIP Number)

September 14, 1999
(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this schedule is filed:

- ☐ Rule 13d-1(b)
☒ Rule 13d-1(c)
☐ Rule 13d-1(d)

Robert A. Eshelman
General Counsel, Finance and Operations
One Microsoft Way
Redmond, Washington 98052-6399
(425) 882-8080

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

*The remainder of this cover page shall be filled out for a reporting person's

initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

SCHEDULE 13D

CUSIP NO. 927914101

NAME OF REPORTING PERSON

Microsoft Corporation

1 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

91-1144442

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

2 (a) ☐
(b) ☐

SEC USE ONLY

3

SOURCE OF FUNDS*(See instructions)

4

WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

State of Washington

SOLE VOTING POWER

NUMBER OF

7

6,012,500*

SHARES

BENEFICIALLY

8

SHARED VOTING POWER

OWNED BY

4,749,370**

EACH

9

SOLE DISPOSITIVE POWER

REPORTING

6,012,500*

PERSON

WITH 10 SHARED DISPOSITIVE POWER
0***

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

10,761,870

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

12

[]

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

35.6%

TYPE OF REPORTING PERSON*

14

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

* Microsoft Corporation is a party to an Agreement and Plan of Reorganization dated as of September 14, 1999 by and among Microsoft Corporation ("Microsoft"), Visio Corporation ("Visio") and MovieSub, Inc., a wholly owned subsidiary of Microsoft, providing for the merger of MovieSub, Inc. into Visio (the "Merger"), described further in Item 4 of this Statement. 6,012,500 shares of common stock, par value \$0.001 per share

2

<PAGE>

("Visio Common Stock"), of Visio are purchasable by Microsoft upon exercise of an option granted to Microsoft on September 14, 1999 and described in Item 4 of this Statement (the "Option"). Prior to the exercise of the option, Microsoft is not entitled to any rights as a shareholder of Visio with respect to the shares of Visio Common Stock covered by the option. Microsoft disclaims any beneficial ownership of the shares of Visio Common Stock which are purchasable by Microsoft upon exercise of the option on the grounds that the option is not presently exercisable and only becomes exercisable upon the occurrence of the events referred to in Item 4 of this Statement. If the option were exercised, Microsoft would have the sole right to vote and to dispose of the shares of Visio Common Stock issued as a result of such exercise.

** Based on beneficial ownership of the individuals listed below, Microsoft has the right to vote 4,749,370 shares of Visio Common Stock, representing 15.7 percent of the shares outstanding (as of September 10, 1999) in favor of the Merger pursuant to the Voting Agreements described below. Shares obtainable upon exercise of the option described above may not be eligible to vote on the Merger, but would represent 16.6% of the outstanding shares if the Option were to be exercised. The amount listed as beneficially owned is the sum of (i) the 6,012,500 shares obtainable upon exercise of the option and (ii) the 4,749,370 shares which may be voted by Microsoft in favor of the Merger. Under certain circumstances described below, Microsoft could have the right to vote 29.2

percent of the shares of Visio Common Stock in favor of the Merger.

Certain shareholders of Visio (listed below) beneficially owning approximately 15.7% percent of the outstanding shares of Visio Common Stock have agreed to vote in favor of the Merger, pursuant to the terms of Voting Agreements (the "Voting Agreements") dated as of September 14, 1999 between each of such holders and Microsoft. Each of such holders has granted an irrevocable proxy in favor of Microsoft to vote their shares of common stock in favor of the Merger. Microsoft has the right under the Voting Agreements to vote up to 4,749,370 shares of Visio Common Stock owned in favor of the Merger (representing 15.7% of the shares outstanding as of September 10, 1999). In addition these holders have also executed affiliate letters (the "Affiliate Letters") dated as of September 14, 1999. The Affiliate Letters that provide for restrictions on purchases and dispositions of Visio Common Stock specifically relating to treatment of the merger as a pooling of interests for accounting purposes.

Each of the following persons is a party to a Voting Agreement and an Affiliate Letter: Tom Alberg; Tom Byers; Jeremy Jaech, Theodore Johnson, John Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe, and Microsoft Corporation.

*** Pursuant to the terms of the Voting Agreements and Affiliate Letters described above and in Item 4 to this Statement, holders of shares of Visio Common Stock subject to such agreements may only transfer such shares subject to the terms of such agreement.

3

<PAGE>

SCHEDULE 13D
RELATING TO THE COMMON STOCK OF
VISIO CORPORATION

Item 1. Security and Issuer

This Statement on Schedule 13D (this "Statement") relates to the common stock, \$0.001 par value per share ("Visio Common Stock"), of Visio Corporation, a Washington corporation ("Visio"). The principal executive offices of Visio are located at 2211 Elliott Avenue, Seattle, WA 98121.

Item 2. Identity and Background

This Statement is being filed by Microsoft Corporation, a Washington corporation ("Microsoft"). The principal business address of Microsoft is One Microsoft Way, Redmond, Washington 98052. Microsoft develops, manufactures, licenses and supports a range of software products, including scalable operating systems, server applications, business/consumer productivity applications, software development tools and Internet software and technologies.

(a)-(c); (f) The name, business address, present principal occupation or employment, and the name and principal business of any corporation or other organization in which such employment is conducted of each of the directors and executive officers of Microsoft is set forth in Schedule I hereto, which is incorporated herein by reference. With the exception of (i) Bernard P. Vergnes and Michel Lacombe, who are a citizens of France, (ii) Joachim Kempin, who is a citizen of Germany, and (iii) Orlando Ayala Lozano, who is a citizen of Columbia, each person listed in Schedule I hereto is a citizen of the United

States.

(d)-(e) During the last five years, neither Microsoft nor, to the knowledge of Microsoft, any of the persons listed on Schedule I hereto (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

As more fully described below, pursuant to the terms of the Stock Option Agreement (as defined in the response to Item 4), Microsoft will have the right, upon the occurrence of certain events specified therein, to purchase from time to time up to 6,012,500 shares of Visio Common Stock (subject to adjustment as provided in the Stock Option Agreement) at a price of \$42.78 per share. If Microsoft purchases Visio Common Stock pursuant to the Stock Option Agreement, Microsoft anticipates that the funds to finance such purchase would come from working capital, although no definitive determination has been made at this time as to the source of such funds.

Item 4. Purpose of the Transaction

(a)-(j) On September 14, 1999, Microsoft, Visio, and MovieSub, Inc., a Washington corporation and a wholly owned subsidiary of Microsoft ("Merger Sub"), entered into an Agreement and Plan of Merger, dated as of September 14, 1999 (the "Reorganization Agreement"), a copy of which is

4

<PAGE>

incorporated by reference as Exhibit 1 and is incorporated herein by reference. The Reorganization Agreement provides, among other things, for the merger of Merger Sub with and into Visio (the "Merger") with Visio being the corporation surviving the Merger (the "Surviving Corporation").

Pursuant to the Merger Agreement, at the Effective Time (as defined in the Reorganization Agreement), Merger Sub shall be merged with and into Visio and the separate corporate existence of Merger Sub shall cease. Visio will continue as the Surviving Corporation in the Merger. At the Effective Time, Visio will become a wholly owned subsidiary of Microsoft. As a result of the Merger, Microsoft will own 100% of the Visio Common Stock.

In the merger, each share of Visio Common Stock will be converted into Microsoft common stock using an exchange ratio. The exchange ratio provides for Visio shareholders, other than those who have perfected dissenters' rights under Washington law, to receive 0.45 shares of Microsoft common stock for each share of Visio Common Stock.

Consummation of the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of certain conditions, including, but not limited to, approval of the Merger and the Merger Agreement by the holders of shares of Visio Common Stock, expiration or termination of the applicable waiting periods under the Hart-Scott-Rodino Anti-Trust Improvements Act of 1976, as amended, and various other customary conditions.

The Reorganization Agreement contains certain customary restrictions on the conduct of the business of Visio pending the Merger, including, without limitation, not declaring, setting aside or paying any dividend or distribution payable in cash, stock or property in respect of any capital stock of Visio unless in the ordinary course of business or with the prior consent of Microsoft.

Concurrent with the execution of the Reorganization Agreement, Microsoft and Visio entered into a Stock Option Agreement, dated as of September 14, 1999 (the "Stock Option Agreement"), a copy of which is incorporated by reference as Exhibit 2 and is incorporated herein by reference. Pursuant to the Stock Option Agreement, Visio granted Microsoft an unconditional, irrevocable option (the "Option") to purchase, pursuant to the terms and conditions thereof, up to 6,012,500 (subject to adjustment as provided in the Stock Option Agreement) fully paid and nonassessable shares of Visio Common Stock at a price of \$42.78 per share (such shares, the "Option Shares" and such price, the "Option Price"). The Stock Option Agreement provides that Microsoft may exercise the Option in whole or in part, at any time or from time to time after but only after the occurrence of any event as a result of which Microsoft is entitled to receive the fee specified pursuant to Section 8.3(b) of the Reorganization Agreement (a "Triggering Event"); provided, however, that except as provided in the last sentence of this paragraph, the Option shall terminate and be of no further force and effect upon the earliest to occur of (A) the Effective Time and (B) one year after the first occurrence of a Triggering Event. Notwithstanding the termination of the Option, Microsoft shall be entitled to purchase the Option Shares if it has exercised the Option in accordance with the terms hereof prior to the termination of the Option and the termination of the Option shall not affect any rights thereunder which by their terms do not terminate or expire prior to or as of such termination.

Certain holders (listed below) beneficially owning approximately 15.7 percent of the outstanding shares of Visio Common Stock have agreed to vote in favor of the Merger, pursuant to the terms of Voting Agreements (the "Voting Agreements") dated as of September 14, 1999 between each such holder and Microsoft. Each such holder has granted an irrevocable proxy in favor of Microsoft to vote their shares of such Visio Common Stock in favor of the Merger. Microsoft has the right under the Voting

5

<PAGE>

Agreements to vote all of the shares owned by Tom Alberg; Tom Byers; Jeremy Jaech, Theodore Johnson, John Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe. In addition these holders have also agreed pursuant to the terms of affiliate letters agreements (the "Affiliate Letter") dated as of September 14, 1999 between each of such holders and Microsoft, not to transfer their shares (except as allowed in the Affiliate Letters) during the thirty day period prior to the Effective Time and until after such time as results covering at least 30 days of combined operations of Visio and Microsoft have been published by Microsoft, in the form of a quarterly earnings report, an effective registration statement filed with the Commission, a report to the Commission on Form 10-K, 10-Q or 8-K, or any other public filing or announcement which includes the combined results of operations.

Each of the following persons is a party to a Voting Agreement and the Affiliate Letter: Tom Alberg; Tom Byers; Jeremy Jaech, Theodore Johnson, John Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe and Microsoft Corporation.

The foregoing summaries of the Reorganization Agreement, the Stock

Option Agreement, the Voting Agreements and the Affiliate Letter do not purport to be complete and are qualified in their entirety by reference to the text of such agreements included as Exhibits 1, 2, 3 and 4 respectively.

Except as set forth in this Statement, the Reorganization Agreement, the Stock Option Agreement, the Voting Agreements and the Affiliate Letters neither Microsoft nor, to the best of Microsoft's knowledge, any of the individuals named in Schedule I hereto has any plans or proposals which relate to or which would result in or relate to any of the actions specified in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) - (b) By reason of its execution of the Stock Option Agreement, Microsoft may be deemed to have beneficial ownership of, and sole voting and dispositive power with respect to, the 6,012,500 shares of Visio Common Stock subject to the Option and, accordingly, might be deemed to beneficially own such shares of Visio Common Stock. Based on the number of shares of Visio Common Stock subject to the Option, Microsoft may be deemed to beneficially own approximately 16.6% of the outstanding Visio Common Stock (based upon (i) the 30,213,572 shares of Visio Common Stock outstanding on September 10, 1999, as represented to Microsoft by Visio in the Reorganization Agreement, and (ii) an additional 6,012,500 shares that Visio will issue to Microsoft in the event that the Option is exercised) following the exercise in whole of the Option for 6,012,500 shares of Visio Common Stock. However, Microsoft expressly disclaims any beneficial ownership of the shares of Visio Common Stock which are purchasable by Microsoft upon exercise of the Option, on the grounds that the Option is not presently exercisable and only becomes exercisable upon the occurrence of the events referred to in Item 4 above. If the Option were exercised, Microsoft would have the sole right to vote and to dispose of the shares of Visio issued as a result of such exercise.

In addition, pursuant to the terms of the Voting Agreements and the Letter Agreements, Microsoft may be deemed to be the beneficial owner of shares of Visio Common Stock subject to such agreements.

Microsoft has the right to vote 4,749,370 shares of Visio Common Stock, representing 15.7 percent of the shares outstanding (as of September 10, 1999) in favor of the Merger pursuant to the Voting Agreements described below. Shares obtainable upon exercise of the option described above are

6

<PAGE>

not eligible to vote on the Merger, but would represent 16.6% of the outstanding shares if the Option were to be exercised. The amount listed on item 11 of Schedule 13D as beneficially owned is the sum of (i) the 6,012,500 shares obtainable upon exercise of the option and (ii) the 4,749,370 shares which may be voted by Microsoft in favor of the Merger. Under certain circumstances, Microsoft will have the right to vote 29.2 percent of the shares of Visio Common Stock in favor of the Merger./1/

(c) Except as described herein, neither Microsoft nor, to the best of Microsoft's knowledge, any of the individuals named in Schedule I hereto, has effected any transaction in Visio Stock during the past 60 days.

(d) So long as Microsoft has not exercised the Option (and prior to the consummation of the Merger), Microsoft does not have the right to receive or the

power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Visio Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

Except as provided in the Reorganization Agreement, the Voting Agreements and the Affiliate Letters or as set forth in this Statement, neither Microsoft or, to the best of Microsoft's knowledge, any of the individuals named in Schedule I hereto has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of Visio, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits

Exhibit 1 Agreement and Plan of Reorganization, dated as of September 14, 1999, among Microsoft, MovieSub, Inc. and Visio Corporation, Incorporated by reference to Exhibit 2.1 of the Visio Corporation current report on Form 8-K, dated September 15, 1999.

Exhibit 2 Stock Option Agreement, dated as of September 14, 1999, between Microsoft and Visio (Visio as Issuer), Incorporated by reference to Exhibit 2.2 of the Visio Corporation current report on Form 8-K, dated September 15, 1999.

Exhibit 3* Form of Voting Agreement.

Exhibit 4** Form of Affiliate Letter.

/1/ This percentage is derived by adding the number of shares exercisable by Microsoft pursuant to the Stock Option Agreement with the number of shares beneficially owned by those who have executed a Voting Agreement in favor of Microsoft, divided by the sum of (i) the number of shares of Visio Common Stock as of September 10, 1999, (ii) the number of shares exercisable by Microsoft pursuant to the Stock Option Agreement, and (iii) the number of presently exercisable options owned by those who have executed a Voting Agreement in favor of Microsoft.

7

<PAGE>

* Microsoft Corporation has entered into a Voting Agreement in substantially the form attached hereto as Exhibit 3 with Tom Alberg; Tom Byers; Jeremy Jaech, Theodore Johnson, John Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe.

** Microsoft has received letters in substantially the form attached hereto as Exhibit 4 from Tom Alberg, Tom Byers, Jeremy Jaech, Theodore Johnson, John

Johnston, Doug Mackenzie, Scott Oki, Steve Gordon, Jim Horsburgh, Tom Hull, and Evelyn Cruz Sroufe.

8

<PAGE>

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

September 24, 1999

MICROSOFT CORPORATION

By /s/ Robert A. Eshelman

Robert A. Eshelman, General Counsel,
Finance and Operations; Assistant Secretary

9

<PAGE>

SCHEDULE I DIRECTORS AND EXECUTIVE OFFICERS OF MICROSOFT CORPORATION

The name, present principal occupation or employment, and the name of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of Microsoft Corporation ("Microsoft") is set forth below. With the exception of (i) Bernard P. Vergnes and Michel Lacombe, who are citizens of France, (ii) Joachim Kempin, who is a citizen of Germany, and (iii) Orlando Ayala Lozano, who is a citizen of Columbia, each person listed in Schedule I hereto is a citizen of the United States. The business address of each executive officer and director is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052.

<TABLE>
<CAPTION>

----- Directors -----	----- Title\Occupation -----
<S> William H. Gates	<C> Chairman of the Board; Chief Executive Officer,
Paul G. Allen	Founder, Asymetrix Corp.; Owner, Interval Resear Ventures Inc.
Jill E. Barad	President and Chief Executive Officer, Mattel, I
Richard A. Hackborn	Executive Vice President, Hewlett-Packard Compan
David F. Marquardt	General Partner, Technology Venture Investors an
Wm. G. Reed, Jr.	Chairman, Simpson Investment Company (retired)

Jon A. Shirley President and Chief Operating Officer, Microsoft

Executive Officer	Title
William H. Gates	Chairman of the Board; Chief Executive Officer
Steven A. Ballmer	President
Robert J. Herbold	Executive Vice President; Chief Operating Officer
Frank M. (Pete) Higgins	Group Vice President, Interactive Media
Paul A. Maritz	Group Vice President, Platforms and Applications
Nathan P. Myhrvold	Group Vice President; Chief Technology Officer
Jeffrey S. Raikes	Group Vice President, Sales and Support
James E. Allchin	Senior Vice President, Personal and Business Sys
Orlando Ayala Lozano	Senior Vice President, South Pacific and America
Joachim Kempin	Senior Vice President, OEM, Internet Customer Un
Michel Lacombe	Senior Vice President, Europe, Middle East, and President, Microsoft Europe
Robert L. Muglia	Senior Vice President, Applications and Tools Di
Craig Mundie	Senior Vice President, Consumer Platforms Divisi
William H. Neukom	Senior Vice President, Law and Corporate Affairs
Bernard P. Vergnes	Senior Vice President, Microsoft; Chairman, Micr
Gregory B. Maffei	Vice President, Finance; Chief Financial Officer

</TABLE>

10

</TEXT>

</DOCUMENT>

<DOCUMENT>

<TYPE>EX-3

<SEQUENCE>2

<DESCRIPTION>FORM OF VOTING AGREEMENT

<TEXT>

<PAGE>

Exhibit 3

VISIO VOTING AGREEMENT

This Voting Agreement (this "Agreement") is made and entered into as of September 14, 1999, between Microsoft Corporation, a Washington corporation ("Parent"), and the undersigned Shareholder ("Shareholder") of Visio

Corporation, a Washington corporation ("Company").

RECITALS

A. Concurrently with the execution of this Agreement, Company Parent and a wholly owned subsidiary of parent ("Sub") have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement"), which provides for the merger (the "Merger") of Sub with and into Company. Pursuant to the Merger, all outstanding capital stock of Company will be converted into Parent Common Stock (as defined in the Reorganization Agreement).

B. The Shareholder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of such number of shares of the outstanding Common Stock of Company as indicated on the final page of this Agreement (the "Shares").

C. In consideration of the execution of the Reorganization Agreement by Parent, Shareholder agrees not to transfer or otherwise dispose of any of the Shares, or any other shares of capital stock of Company acquired by Shareholder hereafter and prior to the Expiration Date (as defined in Section 1.1 below), and agrees to vote the Shares and any other such shares of capital stock of Company so as to facilitate consummation of the Merger.

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Retain Shares.

1.1 Transfer and Encumbrance. Until the Expiration Date (as defined below), Shareholder agrees not to sell, exchange, transfer, pledge or otherwise dispose of or encumber the Shares or any New Shares (as defined in Section 1.2 below) unless each person to whom Shares are sold, exchanged, transferred, pledged or otherwise disposed of or encumbered agrees in writing to hold such Shares subject to the terms and conditions of this Agreement. As used herein, the term "Expiration Date" shall mean the earlier to occur of (i) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Reorganization Agreement and (ii) such date and time as the Reorganization Agreement shall be terminated in accordance with the terms therein.

1.2 New Shares. Shareholder agrees that any shares of capital stock of Company that Shareholder purchases or with respect to which Shareholder otherwise acquires

1

<PAGE>

beneficial ownership after the date of this Agreement and prior to the Expiration Date ("New Shares") shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares.

2. Agreement to Vote Shares. Until the Expiration Date, at every

meeting of the shareholders of Company called with respect to any of the following, and at every adjournment thereof, and on every action or approval by written consent of the shareholders of Company with respect to any of the following, Shareholder shall vote the Shares and any New Shares: (i) in favor of

approval of the Reorganization Agreement and the Merger and any matter that could reasonably be expected to facilitate the Merger, and (ii) against approval of any proposal made in opposition to or in competition with consummation of the Merger and the Reorganization Agreement, against any merger, consolidation, sale of assets, reorganization or recapitalization with any party other than Parent or its affiliates and against any liquidation or winding up of Company (each of the foregoing is hereinafter referred to as an "Opposing Proposal"). Shareholder agrees not, directly or indirectly, to solicit or knowingly encourage any offer from any party concerning the possible disposition of all or any substantial portion of Company's business, assets or capital stock. This Agreement is intended to bind Shareholder as a shareholder of Company only with respect to the specific matters set forth herein and shall not prohibit Shareholder from acting in accordance with his or her fiduciary duties, if applicable, as an officer or director of Company.

3. Irrevocable Proxy. Concurrently with the execution of this Agreement,

Shareholder agrees to deliver to Parent a proxy in the form attached hereto as Exhibit A (the "Proxy"), which shall be irrevocable to the extent provided in

Section 23B.07.220 of the Washington Business Corporation Act, covering the total number of Shares and New Shares of capital stock of Company beneficially owned (as such term is defined in Rule 13d-3 under the Exchange Act) by Shareholder set forth therein.

4. Representations, Warranties and Covenants of Shareholder. Shareholder

hereby represents, warrants and covenants to Company as follows:

4.1 Ownership of Shares. Shareholder: (i) is the beneficial owner

of the Shares, which at the date of this Agreement are free and clear of any liens, claims, options, charges or other encumbrances that would adversely affect the ability of Shareholder to carry out the terms of this Agreement; (ii) does not beneficially own any shares of capital stock of Company other than the Shares (excluding shares as to which Shareholder currently disclaims beneficial ownership in accordance with applicable law); and (iii) has full power and authority to make, enter into and carry out the terms of this Agreement and the Proxy.

4.2 No Proxy Solicitations. Shareholder will not, and will not

permit any entity under Shareholder's control, to: (i) solicit proxies or become a "participant" in a "solicitation" as such terms are defined in Regulation 14A under the Exchange Act) with respect to an Opposing Proposal or otherwise knowingly encourage or assist any party in taking or planning any action that would compete with, or materially restrain, serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger

2

<PAGE>

Agreements; (ii) initiate a shareholders' vote or action by written consent of Company Shareholders with respect to an Opposing Proposal; or (iii) become a member of a "group" (as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of Company with respect to an Opposing Proposal.

5. Additional Documents. Shareholder and Company hereby covenant and

agree to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of Parent, to carry out the purpose and intent of this Agreement.

6. No Ownership Interest Nothing contained in this Agreement shall be

deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain and belong to Shareholder. Except as otherwise provided in the Reorganization Agreement, Parent shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Company, or exercise any power or authority to direct Shareholder in the voting of any of the Shares (except as otherwise provided herein and in Exhibit A) or the performance of the Shareholder's duties or responsibilities as a shareholder of Company.

7. Termination. This Agreement and the Proxy delivered in connection

herewith shall terminate and shall have no further force or effect as of the Expiration Date.

8. Miscellaneous.

8.1 Severability. If any term, provision, covenant or restriction

of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8.2 Binding Effect and Assignment. This Agreement and all of the

provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but, except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interest or obligations of the parties hereto may be assigned by either of the parties without the prior written consent of the other.

8.3 Amendments and Modification. This Agreement may not be

modified, amended, altered or supplemented except by the execution and delivery of a written agreement executed by the parties hereto.

8.4 Specific Performance: Injunctive Relief. The parties hereto

acknowledge that Parent will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Shareholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by

3

<PAGE>

specific performance, injunctive relief or by any other means available to Parent at law or in equity.

8.5 Notices. All notices and other communications pursuant to this

Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, telecopies, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following address (or at such other address for a party as shall be specified by like notice):

If to Parent: Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052
Attn.: Robert A. Eshelman
General Counsel, Finance and Administration
Facsimile No. (206) 869-1327

With a copy to: Preston Gates & Ellis LLP
5000 Columbia Center
701 Fifth Avenue
Seattle, Washington 98104-7078
Attention: Robert S. Jaffe
Facsimile: (206) 623-7022

If to Shareholder: To the address for notice set forth on the last page hereof.

With a copy to: Shearman & Sterling
1550 El Camino Real
Menlo Park, CA 94025-4100
Attention: Christopher D. Dillon
Facsimile No.: (650) 330-2299

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, Washington 98101-3099
Attention: Linda A. Schoemaker
Facsimile No.: 206 583-8500

8.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Washington

8.7 Entire Agreement. This Agreement and the Proxy contain the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

4

<PAGE>

8.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

8.9 Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

5

<PAGE>

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

MICROSOFT CORPORATION

SHAREHOLDER

By: _____

Title: _____

Its (as applicable)
-----Address

Shares beneficially owned:

_____ shares of Company Common Stock

6

<PAGE>

EXHIBIT A

IRREVOCABLE PROXY
to Vote
Visio Corporation Stock

The undersigned Shareholder of Visio Corporation, a Washington corporation ("Company"), hereby irrevocably (to the full extent permitted by Section 23B.07.220 of the Washington Business Corporation Act) appoints the directors on the Board of Directors of Microsoft Corporation, a Washington corporation ("Parent"), and each of them, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of Company that now are or hereafter may be beneficially owned by the undersigned and any and all other shares or securities of Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Shares") in accordance with the terms of this Proxy. The Shares beneficially owned by the undersigned Shareholder of Company as of the date of this Proxy are listed on the final page of this Proxy. Upon the undersigned's execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Shares that are inconsistent with this Proxy are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares that are inconsistent with this Proxy until after the Expiration Date (as defined below).

This proxy is irrevocable (to the extent provided in Section 23B.07.220 of the Washington Business Corporation Act), is granted pursuant to that certain Shareholder Agreement dated as of September 14, 1999 by and among Parent and the undersigned Shareholder (the "Shareholder Agreement"), and is granted in consideration of Parent entering into that certain Agreement and Plan of

Reorganization dated as of September 14, 1999 (the "Reorganization Agreement"), among Company, Parent, and a wholly-owned subsidiary of Parent ("Sub"). The Reorganization Agreement provides for the merger of Sub with and into Company in accordance with its terms (the "Merger"). As used herein the term "Expiration Date" shall mean the earlier to occur of (i) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Reorganization Agreement or (ii) such date and time as the Reorganization Agreement shall be terminated in accordance with the terms therein. This proxy is intended to bind Shareholder as a shareholder of Company only with respect to the specific matters set forth herein and shall not prohibit Shareholder from acting in accordance with his or her fiduciary duties, if applicable, as an officer or director of Company.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting and other rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to Section 23B.07.040 of the Washington Business Corporation Act), at every annual, special or adjourned meeting of the shareholders of Company

7

<PAGE>

and in every written consent in lieu of such meeting: (a) in favor of approval of the Merger and the Reorganization Agreement and in favor of any matter that could reasonably be expected to facilitate the Merger, and (b) against approval of any proposal made in opposition to or in competition with the consummation of the Merger and the Reorganization Agreement and against any liquidation or winding up of Company. The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter except as provided in clauses (a) and (b) above. The undersigned Shareholder may vote the Shares on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

This proxy is irrevocable (to the extent provided in Section 23B.07.220 of the Washington Business Corporation Act).

Dated: September 14, 1999

SHAREHOLDER

By _____

By _____

Shares beneficially owned:

_____ shares of Company Common Stock

8

</TEXT>

</DOCUMENT>

<DOCUMENT>

<TYPE>EX-4

<SEQUENCE>3
<DESCRIPTION>FORM OF AFFILIATE LETTER
<TEXT>

<PAGE>

Exhibit 4

AFFILIATE'S LETTER

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052

Ladies and Gentlemen:

The undersigned officer and/or director of Visio Corporation (the "Company") has been advised that the undersigned may be deemed to be an "affiliate" of the Company, as that term is used in paragraphs (c) and (d) of Rule 145 under the Securities Act of 1933, as amended (the "Securities Act") (such rule, as amended or replaced by any successor rule, referred to herein as "Rule 145"). Pursuant to the terms of the Agreement and Plan of Reorganization dated on or about the date hereof (the "Merger Agreement"), among Microsoft Corporation ("Parent"), MovieSub, Inc. ("Merger Subsidiary"), and the Company, Merger Subsidiary will be merged with and into the Company (the "Merger"). As a result of the Merger, outstanding shares of common stock, \$.001 par value per share, of the Company ("Company Common Stock") will be converted into the right to receive shares of common stock, \$.0000125 par value per share, of Parent ("Parent Common Stock"), as determined pursuant to the Merger Agreement.

In order to induce Parent and the Company to enter into the Merger Agreement, the undersigned (referred to herein as "Affiliate") represents, warrants and agrees as follows:

1. Affiliate will not, during the 30 days prior to the effective time of the Merger (the "Effective Time"), sell, transfer or otherwise dispose of or reduce Affiliate's risk (as contemplated by SEC Accounting Series Release No. 135) with respect to the shares of Company Common Stock or shares of the capital stock of Parent that Affiliate may hold and, furthermore, Affiliate will not sell, transfer or otherwise dispose of or reduce Affiliate's risk (as contemplated by SEC Accounting Series Release No. 135) with respect to the shares of Parent Common Stock received by Affiliate in the Merger or any other shares of the capital stock of Parent until after such time as results covering at least 30 days of combined operations of the Company and Parent have been published by Parent, in the form of a quarterly earnings report, an effective registration statement filed with the Commission, a report to the Commission on Form 10-K, 10-Q or 8-K, or any other public filing or announcement which includes the combined results of operations (the "Pooling Period"). Parent shall notify Affiliate of the

publication of such results. Notwithstanding the foregoing, during the Pooling Period, subject to providing written notice to Parent, Affiliate will not be prohibited from selling up to 10% of the shares of Parent Common Stock (the "10% Shares") received by Affiliate or the shares of

Company Common Stock owned by Affiliate or making charitable contributions or bona fide gifts of the shares of Parent Common Stock received by

Affiliate or the shares of Company Common Stock owned by Affiliate, subject to the same restrictions. The 10% Shares shall be calculated in accordance with SEC Accounting Series Release No. 135 as amended by Staff Accounting Bulletin No. 76.

2. Affiliate has been advised that the issuance of the Parent Common Stock, if any, to Affiliate pursuant to the Merger is being registered with the SEC under the Securities Act and the rules

1

<PAGE>

and regulations promulgated thereunder on a Registration Statement on Form S-4. However, Affiliate has also been advised that, because Affiliate may be deemed to be an "affiliate" of the Company (as that term is used in paragraphs (c) and (d) of Rule 145), any sale, transfer or other disposition by Affiliate of any Parent Common Stock issued pursuant to the Merger will, under current law, require either (a) further registration under the Securities Act of the Parent Common Stock to be sold, transferred, or otherwise disposed of, or (b) compliance with Rule 145, or (c) the availability of another exemption from such registration.

3. Affiliate will not offer to sell, sell, or otherwise dispose of any Parent Common Stock issued pursuant to the Merger except pursuant to an effective registration statement or in compliance with Rule 145 or another exemption from the registration requirements of the Securities Act (the compliance with Rule 145 or the availability of such other exemption to be established by Affiliate to the satisfaction of Parent's counsel).
4. Affiliate consents to the placement of a stop transfer order with the Company's and Parent's stock transfer agent and registrar, and to the placement of the following legend on certificates representing the Company Common Stock and Parent Common Stock issued or to be issued to Affiliate:

"THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH AN AFFILIATE'S LETTER FROM THE UNDERSIGNED TO MICROSOFT CORPORATION, AND IN COMPLIANCE WITH RULE 145 OF THE SECURITIES ACT OF 1933."

5. Affiliate has carefully read this letter and has discussed with counsel for Affiliate or counsel for the Company, to the extent Affiliate felt necessary, the requirements of this letter and other applicable limitations on the ability of Affiliate to sell, transfer, or otherwise dispose of Company Common Stock and Parent Common Stock.
6. Execution of this letter should not be considered an admission on Affiliate's part that Affiliate is an "affiliate" of the Company, nor as a waiver of any rights Affiliate may have to object to any claim that Affiliate is such an affiliate on or after the date of this letter.
7. By Parent's acceptance of this letter, Parent hereby agrees with Affiliate as follows:
 - (i) For so long as and to the extent necessary to permit Affiliate to sell shares of Parent Common Stock pursuant to Rule 145 and, to the extent applicable, Rule 144 under the Act, Parent shall (a) use its reasonable efforts to file, on a timely basis, all reports and data required to be filed with the Commission by it pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "1934 Act"),

and (b) otherwise use its reasonable efforts to permit such sales pursuant to Rule 145 and Rule 144. Parent hereby represents to Affiliate that it has filed all reports required to be filed with the Commission under Section 13 of the 1934 Act during the preceding 12 months.

- (ii) It is understood and agreed that certificates with the legends set forth in paragraph 4 above will be substituted by delivery of certificates without such legends if (i) one year shall have elapsed from the date the undersigned acquired the shares of Parent Common

2

<PAGE>

Stock received in the Merger and the provisions of Rule 145(d)(2) are then available to the undersigned, (ii) two years shall have elapsed from the date the undersigned acquired the Parent Shares received in the Merger and the provisions of Rule 145(d)(3) are then applicable to the Affiliate, or (iii) Parent has received either an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to Parent, or a "no action" letter obtained by the undersigned from the staff of the Commission, to the effect that the restrictions imposed by Rule 145 under the Act no longer apply to the Affiliate.

Very truly yours,

September 14, 1999

(Signature)

(Name) (Please Print)

MICROSOFT CORPORATION

By: _____
Its: _____

3

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAf8DSgAwRwJAW2sNKK9AVtBzYZmr6aGjlWyK3XmZv3dTINen
TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMm7z1T+B+twIDAQAB

MIC-Info: RSA-MD5, RSA,

JxWb++JNE6iZN0pLLq0K0mz5L5ZZeuf1HXazUrx+2+LJrkJYY5VK3wLEilIqKd/y
Hz3cltCjxsAFB48R9GscuQ==

<SEC-DOCUMENT>0001032210-00-000701.txt : 20000410

<SEC-HEADER>0001032210-00-000701.hdr.sgml : 20000410

ACCESSION NUMBER: 0001032210-00-000701

CONFORMED SUBMISSION TYPE: SC 13D

PUBLIC DOCUMENT COUNT: 1

FILED AS OF DATE: 20000407

SUBJECT COMPANY:

COMPANY DATA:

COMPANY CONFORMED NAME:	TICKETMASTER ONLINE CITYSEAR
CENTRAL INDEX KEY:	0001006637
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-COMPUTER PROCESSING
IRS NUMBER:	954546874
STATE OF INCORPORATION:	DE
FISCAL YEAR END:	1231

FILING VALUES:

FORM TYPE:	SC 13D
SEC ACT:	
SEC FILE NUMBER:	005-55707
FILM NUMBER:	596040

BUSINESS ADDRESS:

STREET 1:	790 E COLORADO BLVD
STREET 2:	STE 200
CITY:	PASADENA
STATE:	CA
ZIP:	91101
BUSINESS PHONE:	6264050050

MAIL ADDRESS:

STREET 1:	790 E COLORADO BLVD
STREET 2:	SUITE 200
CITY:	PASADENA
STATE:	CA
ZIP:	91101

FORMER COMPANY:

FORMER CONFORMED NAME:	CITYSEARCH INC
DATE OF NAME CHANGE:	19980617

FILED BY:

COMPANY DATA:

COMPANY CONFORMED NAME:	MICROSOFT CORP
CENTRAL INDEX KEY:	0000789019
STANDARD INDUSTRIAL CLASSIFICATION:	SERVICES-PREPACKAGED SOFTWARE
IRS NUMBER:	911144442
STATE OF INCORPORATION:	WA

FISCAL YEAR END: 0630

FILING VALUES:

FORM TYPE: SC 13D

BUSINESS ADDRESS:

STREET 1: ONE MICROSOFT WAY #BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052
BUSINESS PHONE: 4258828080

MAIL ADDRESS:

STREET 1: ONE MICROSOFT WAY - BLDG 8
STREET 2: NORTH OFFICE 2211
CITY: REDMOND
STATE: WA
ZIP: 98052-6399

</SEC-HEADER>

<DOCUMENT>

<TYPE>SC 13D

<SEQUENCE>1

<DESCRIPTION>SCHEDULE 13D

<TEXT>

<PAGE>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

TICKETMASTER ONLINE CITYSEARCH, INC.
(Name of Issuer)

Class B Common Stock, Par Value, \$0.01 Per Share
(Title of Class of Securities)

88633P203
(CUSIP Number)

Robert A. Eshelman
General Counsel, Finance and Operations
One Microsoft Way
Redmond, Washington 98052-6399
(425) 882-8080

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 17, 1999
(Date of Event Which Requires Filing of this Statement)

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

<PAGE>

CUSIP NO. 88633P203

1	NAMES OF REPORTING PERSONS Microsoft Corporation I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (entities only). 91-1144442
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐
3	SEC USE ONLY
4	SOURCE OF FUNDS (See Instructions) OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Washington
7	SOLE VOTING POWER NUMBER OF 11,500,000 SHARES
8	SHARED VOTING POWER BENEFICIALLY OWNED BY 0
9	SOLE DISPOSITIVE POWER EACH REPORTING PERSON 11,500,000
10	SHARED DISPOSITIVE POWER WITH 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
[]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
28.4%*

14 TYPE OF REPORTING PERSON
CO

* The total number of shares of Class B Common Stock includes 35,932,320 shares of Class B Common Stock currently outstanding, and the 4,500,000 shares included in two warrants owned by Microsoft.

2

<PAGE>

Item 1. Security and Issuer

This Statement on Schedule 13D (this "Statement") relates to shares of Ticketmaster Online CitySearch ("TMCS") Class B common stock, par value \$0.01 per share (the "Class B Common Stock").

Item 2. Identity and Background

This Statement is being filed by Microsoft Corporation, a Washington corporation ("Microsoft"). The principal business address of Microsoft is One Microsoft Way, Redmond, Washington 98052. Microsoft develops, manufactures, licenses and supports a range of software products, including scalable operating systems, server applications, business/consumer productivity applications, software development tools and Internet software and technologies.

(a)-(c); (f) The name, business address, present principal occupation or employment, and the name and principal business of any corporation or other organization in which such employment is conducted of each of the directors and executive officers of Microsoft is set forth in Schedule I hereto, which is incorporated herein by reference. With the exception of (i) Bernard P. Vergnes and Michel Lacombe, who are a citizens of France, (ii) Joachim Kempin, who is a citizen of Germany, and (iii) Orlando Ayala Lozano, who is a citizen of Columbia, each person listed in Schedule I hereto is a citizen of the United States.

(d)-(e) During the last five years, neither Microsoft nor, to the knowledge of Microsoft, any of the persons listed on Schedule I hereto (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Pursuant to an Agreement and Plan of Merger, dated as of July 19, 1999, a copy of which is incorporated by reference as Exhibit 1, Microsoft received, at closing and by virtue of the merger, 7,000,000 shares of TMCS Class B Common Stock, par value \$.01 per share.

At the closing on September 17, 1999 of the transactions described above, TMCS issued two warrants to Microsoft as consideration for the services provided by Microsoft pursuant to a Distribution and Cross Promotion Agreement between Microsoft and TMCS. Warrant No. 1 entitles Microsoft to purchase up to 1,500,000 shares of TMCS Class B Common Stock at an exercise price of \$60 per share. The purchase rights are exercisable at any time during the 5-year period following closing. The amount of shares purchasable pursuant to Warrant No. 1 will be adjusted to reflect any stock split, stock dividend, recapitalization, or other event that would dilute Microsoft's interest in the absence of adjustment. The terms of Warrant No. 1 permit cashless exercise after the 18-month anniversary of closing. Microsoft is restricted from selling or otherwise disposing of shares issuable pursuant to Warrant No. 1 for 180 days following closing, but may engage in hedging transactions with respect to the warrant shares.

Warrant No. 2 entitles Microsoft to purchase up to 3,000,000 shares of TMCS Class B Common Stock. The warrant is exercisable at any time between closing and the 5-year anniversary thereof, at an initial strike price of \$30 per share. The exercise price decreases, however, by \$1/16 for each increment of \$1/16 by which the fair market value of TMCS Class B Common Stock exceeds \$30. The exercise

3

<PAGE>

price cannot be reduced below \$1/16. To illustrate, if, on the date of exercise, TMCS Class B Common Stock is trading at \$40, the strike price will be \$20. If TMCS Class B Common Stock is trading at \$59 15/16 or higher, the strike price will be \$1/16. The amount of shares purchasable pursuant to Warrant No. 2 will be adjusted in accordance with any stock split, stock dividend, recapitalization, or other event having a diluting effect on Microsoft's interest. The terms of Warrant No. 2 permit cashless exercise after the 18-month anniversary of closing. Microsoft is restricted from selling or otherwise disposing of shares issuable pursuant to Warrant No. 2 for 180 days following closing, but may engage in hedging transactions with respect to the warrant shares.

Item 4. Purpose of the Transaction

(a)-(j) On July 19, 1999, Microsoft Corporation, a Washington corporation ("Microsoft"), Ticketmaster Online-CitySearch, Inc., a Delaware corporation ("TMCS"), Sidewalk.com, Inc., a Nevada corporation and wholly-owned subsidiary of Microsoft ("Sidewalk"), and Ticketmaster Acquisition, Inc., a Nevada corporation and wholly-owned subsidiary of TMCS ("Sub") entered into an Agreement and Plan of Merger ("Merger Agreement"), a copy of which is incorporated by reference as Exhibit 1.

Pursuant to the Merger Agreement, Sub was merged with and into Sidewalk and the separate corporate existence of Sub ceased on September 17, 1999. As a result of the Merger, TMCS owns 100% of the Sidewalk outstanding stock. All outstanding shares of Sidewalk common stock prior to the Merger were by virtue of the Merger converted into and became 7,000,000 shares of TMCS Class B Common Stock (the "Merger Consideration").

Microsoft and TMCS also entered into a Distribution and Cross Promotion Agreement in consideration of which TMCS issued two warrants entitling Microsoft to acquire 4,500,000 additional shares of TMCS common stock.

The foregoing summaries of the Merger Agreement, Warrant No. 1, and Warrant No. 2 do not purport to be complete and are qualified in their entirety by reference to the text of such agreements included as Exhibits 1, 2, 3, respectively.

Except as set forth in this statement, the Merger Agreement, Warrant No. 1, and Warrant No. 2, neither Microsoft nor, to the best of Microsoft's knowledge, any of the individuals named in Schedule I hereto has any plans or proposals which relate to or which would result in or relate to any of the actions specified in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a)-(b) By reason of the Merger Agreement, Microsoft may be deemed to have beneficial ownership of, and sole dispositive power with respect to, the 7,000,000 shares of TMCS Class B Common Stock granted to Microsoft in the Merger Agreement, and the two warrants for 4,500,000 additional shares of TMCS Class B Common Stock granted to Microsoft pursuant to the Distribution Agreement. Based on the number of shares of TMCS Class B Common Stock outstanding, Microsoft may be deemed to beneficially own approximately 28.4% of the Class B Common Stock outstanding, including the potential exercise of the two warrants totalling 4,500,000 shares of Class B Common Stock. Both warrants provide for the exercise of purchase rights at any time during a five-year period following the closing of the Merger.

Microsoft currently has the right to vote 7,000,000 shares of TMCS Class B Common Stock, representing 19.5% of the class, and upon the exercise of the two warrants for an additional 4,500,000

4

<PAGE>

class B shares, Microsoft would have the right to vote 11,500,000 shares, representing 28.4% of the TMCS Class B Shares. Shares of TMCS Class B Common Stock are voted as a group with shares of TMCS Class A Common Stock. Each share of Class A Common Stock is entitled to ten votes per share, while each share of Class B Common Stock is entitled to one vote per share. TMCS' most recent Form 10-K, dated as of December 31, 1999, stated that there were 49,664,907 Class A Common Shares outstanding, and 35,932,320 Class B Common Shares outstanding. Microsoft owns no Class A shares, and would have approximately 2.14% of the combined vote of TMCS Class A and B Common Stock, if both warrants were exercised.

The amount listed on item 11 of Schedule 13D as beneficially owned is the sum of (i) the 7,000,000 shares obtained upon close of the Merger and (ii) the 4,500,000 shares which may be obtained at any time upon exercise of the purchase rights.

(c) Except as described herein, neither Microsoft nor, to the best of Microsoft's knowledge, any of the individuals named in schedule I hereto, has effected any transaction in TMCS stock during the past 60 days.

(d) Ownership of Class B Common Stock by Officers and Directors. To the best of Microsoft's knowledge, none of Microsoft's executive officers or

directors is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of any shares of TMCS other than the following:

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect

to Securities of the Issuer

Neither Microsoft or, to the best of Microsoft's knowledge, any of the individuals named in Schedule I hereto has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of TMCS, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits

- Exhibit 1 Agreement and Plan of Merger, dated as of July 19, 1999, between Microsoft and TMCS (incorporated by reference to Exhibit 2.7 from TMCS' quarterly report on Form 10-Q for the quarter ended June 30, 1999 (the "1999 Second Quarter 10-Q by TMCS")).
- Exhibit 2 Class B Common Stock Purchase Warrant of TMCS (Warrant No. 1 for 1,500,000 shares), dated as of September 17, 1999 (incorporated by reference to Exhibit 4.3 from the 1999 Second Quarter 10-Q by TMCS).
- Exhibit 3 Class B Common Stock Purchase Warrant of TMCS (Warrant No. 2 for 3,000,000 shares), dated as of September 17, 1999 (incorporated by reference to Exhibit 4.2 from the 1999 Second Quarter 10-Q by TMCS).

5

<PAGE>

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

March 31, 2000

MICROSOFT CORPORATION

By: /s/ Robert A. Eshelman

Robert A. Eshelman, General Counsel,
Finance and Operations; Assistant
Secretary

6

<PAGE>

SCHEDULE I
DIRECTORS AND EXECUTIVE OFFICERS OF
MICROSOFT CORPORATION

The name, present principal occupation or employment, and the name of any corporation or other organization in which such employment is conducted, of each of the directors and executive officers of Microsoft Corporation ("Microsoft") is set forth below. With the exception of (i) Bernard P. Vergnes and Michel Lacombe, who are citizens of France, (ii) Joachim Kempin, who is a citizen of Germany, and (iii) Orlando Ayala Lozano, who is a citizen of Columbia, each person listed in Schedule I hereto is a citizen of the United States. The business address of each executive officer and director is Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052.

<TABLE>

<CAPTION>

Directors	Title\Occupation
<S>	<C>
William H. Gates	Chairman of the Board; Chief Software Architect,
Paul G. Allen	Chairman of the Board, Vulcan Northwest Inc.
Steven A. Ballmer	President & Chief Executive Officer, Microsoft C
Richard A. Hackborn	Chairman of the Board, Hewlett-Packard Company
Ann McLaughlin	Chairman, The Aspen Institute
David F. Marquardt	General Partner, August Capital and Technology V
Wm. G. Reed, Jr.	Chairman of the Board, Simpson Investment Compan
Jon A. Shirley	President and Chief Operating Officer, Microsoft

<CAPTION>

Executive Officer	Title
<S>	<C>
William H. Gates	Chairman of the Board; Chief Software Architect,
Steven A. Ballmer	President; Chief Executive Officer
Robert J. Herbold	Executive Vice President; Chief Operating Office
Paul A. Maritz	Group Vice President, Developer
Jeffrey S. Raikes	Group Vice President, Sales and Support
James E. Allchin	Senior Vice President, Platforms
Orlando Ayala Lozano	Senior Vice President, South Pacific and America
Joachim Kempin	Senior Vice President, OEM Sales
Michel Lacombe	Senior Vice President; President, Microsoft Euro
	Africa
John G. Connors	Senior Vice President, Finance and Administratio
	Officer
Robert L. Muglia	Senior Vice President, Business Productivity
Craig Mundie	Senior Vice President, Consumer Strategy
William H. Neukom	Executive Vice President, Law and Corporate Affa
	Secretary
Bernard P. Vergnes	Senior Vice President; Chairmap, Microsoft Europ
	Africa

</TABLE>

7

</TEXT>

</DOCUMENT>

</SEC-DOCUMENT>

-----END PRIVACY-ENHANCED MESSAGE-----