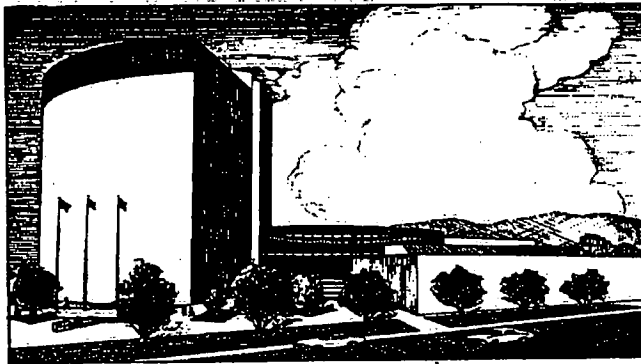




MINUTES

City of Las Vegas

CITY COUNCIL

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

MEETING OF
OCTOBER 17, 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 (AM session)	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY (PM Session)	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: NOVEMBER 21, 2001

ATTEST

Barbara Jo Ronemus

CITY CLERK

Oscar B. Goodman

MAYOR

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

City of Las Vegas

CITY COUNCIL AGENDA

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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN 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.

OCTOBER 17, 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 \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES ARE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PASTOR KURT SORTLAND, THE LAKES LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- RECOGNITION OF STUDENT GOVERNMENT DAY
- RECOGNITION OF FORMER PLANNING COMMISSIONERS
- RECOGNIZE CITY EMPLOYEE MARIA CASTILLO-COUCH AS KLAS CHANNEL 8 PORTRAIT OF SUCCESS RECIPIENT
- RECOGNITION OF COUNCILWOMAN BOGGS MCDONALD FOR 5 YEARS OF SERVICE AT THE CITY OF LAS VEGAS

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 September 19, 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.

ADMINISTRATIVE - CONSENT

3. Approval of Licensing Agreement with Annenberg/CPB Channel Programs for the rebroadcast of educational programming

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval of a new Family Child Care Home, Antoinette Powell, dba A Little Ray of Sunshine, 5017 Jay Avenue, Antoinette Powell, 100% - Ward 6 (Mack)
6. Approval of a new Family Child Care Home, Carmen Gomez, 4604 Nolan Lane, Carmen Gomez, 100% - Ward 1 (M. McDonald)
7. Approval of a Special Event Liquor License for Major League Sports, Location: Buckskin Basin Park, 7500 West Gowan Road, Date: November 3, 2001, Type: Special Event Beer/Wine/Cooler, Event: Rugby Tournament, Responsible Person in Charge: Brendan Lee - Ward 4 (Brown)
8. Approval of a Special Event Liquor License for St. Elizabeth Ann Seton Catholic Church, Location: 1811 Pueblo Vista Drive, Church Campus, Date: October 27, 2001, Type: Special Event Beer/Wine, Event: Fall Festival, Responsible Person in Charge: Edward J. Bazar, Jr. - Ward 4 (Brown)
9. Approval of a new Package Liquor License subject to the provisions of the fire and planning codes and Health Dept. regulations, Albertson's Inc., dba Sav-On Drugs #9001, 3485 East Owens Avenue, Peter L. Lynch, Pres., Kay L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
10. Approval of Change of Ownership for a Beer/Wine/Cooler On-sale Liquor License, From: Can Quach, 100%, To: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, 220 West Sahara Ave., Hue T. Do, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
11. Approval of Additional Liquor License: Liquor Caterer License, The Club at Canyon Gate, Inc., dba Canyon Gate Country Club, 2001 Canyon Gate Drive, Jack T. Lupton, Dir, Pres, Secy, Treas, 100%, Charles H. Fedderson, Gen Mgr - Ward 1 (M. McDonald)
12. Approval of Additional License: Liquor Caterer License, The Egg & I, Inc., dba The Egg & I, 4533 West Sahara Ave., Suite 5, Bradley J. Burdsall, Dir, Pres, 33.33%, Suzanne R. Altreche, Dir, Secy, Treas, 33.33%, Donna J. Burdsall, Shareholder 16.67%, James R. Davis, Shareholder, 16.67% - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License and a Restaurant License, The Pyramids, LLC, dba From: The Pyramids Café a Mediterranean Restaurant, To: Lily's Bistro, 9350 West Sahara Ave., Suite 150, Hany A. Zaky, Mmbr, 50%, Kimberly A. Zaky, Mmbr, 50% - Ward 2 (L.B. McDonald)

14. Approval of Change of Business Name for a Restaurant Service Bar Liquor License, Big Daddy's Enterprise, Ltd., dba From: Stephie's Bistro, To: Mama Jo's Bistro, 8427 West Lake Mead Blvd., Larry H. Schwartz, Mgr, Stephanie A. Schwartz, Mgr, S & L Enterprises, Inc., Mmbr, 90%, Stephanie A. Schwartz, Dir, Pres and Larry H. Schwartz, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 4 (Brown)
15. Approval of Manager for a Supper Club Liquor License, Bertolini's at Village Square, Inc., dba Bertolini's Authentic Trattoria, 9500 West Sahara Ave., Brandon L. Bueltel, Gen Mgr - Ward 2 (L.B. McDonald)
16. Approval of Manager for a Tavern Liquor License, Angel Park, LLC, dba Angel Park Golf Club, 100 South Rampart Blvd., Heritage Five Management Group, LLC, Mgr, James A. Husband, CEO, Pres, Secy, Andrew R. Crosson, Exec VP - Ward 2 (L.B. McDonald)
17. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 10 slots, Cardivan Company db at Sav-On Drugs #9001, 3485 East Owens Avenue - Ward 3 (Reese)
18. Approval of a new Burglar Alarm Service License, Industry Electronic Services, dba Cardinal Systems, 3834 Vanessa Drive, Christopher W. Pritchard, 100% - (County)
19. Approval of a new Hypnotist License subject to the provisions of the planning codes, Liana Snyder, LLC, dba Liana Snyder, 2921 North Tenaya Way, #342, Liana G. Snyder, Mmbr, 100% - Ward 4 (Brown)
20. Approval of a new Independent Massage Therapist License, Andrea L. Cornell, dba Andrea L. Cornell, 1100 East Sahara Ave., 101A, Andrea L. Cornell, 100% - Ward 3 (Reese)
21. Approval of a new Independent Massage Therapist License, Adriann Golightly, dba Adriann Golightly, 7310 Smoke Ranch Road, Suite M, Adriann Golightly, 100% - Ward 4 (Brown)
22. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. DeVito, dba Artistic Kneads, From: 10028 West Cherokee Ave., To: 9109 Safeport Court, Sarah L. DeVito, 100% - Ward 2 (L.B. McDonald)
23. Approval of Change of Location for an Independent Massage Therapist License, Marqueta Aiken, dba Marqueta Aiken, From: 3241 Haven Ridge Court, Unit 103, To: 4921 Forest Oaks Drive, Marqueta Aiken, 100% - Ward 6 (Mack)
24. Approval of Change of Location for an Independent Massage Therapist License, Kelli Jo Perdue, dba Kelli Jo Perdue, From: 1814 North Decatur Blvd., #104, To: 2550 South Rainbow Blvd. #23, Kellie Jo Perdue, 100% - (County)
25. Approval of a new Locksmith License, Abdullah Saab, dba Anytime Locksmith, 3400 West Desert Inn Road, Suite 14, Abdulla H. Saab, 100% - Ward 1 (M. McDonald)
26. Approval of Change of Ownership, Business Name and Manager for a Class II Secondhand Dealer License, From: Morrow & Morrow, dba Children's Orchard (Rio Vista Plaza), Lillian C. Morrow and Brook S. Morrow, 100% jointly as husband and wife, To: Mari A. Alexander, dba Children's Orchard, 7035 West Ann Road, Suite 140, Mari A. Alexander, 100%, Alzenia O. Walls, Mgr - Ward 6 (Mack)
27. Approval of Change of Location and Reclassification for a Secondhand Dealer License subject to the provisions of the planning and fire codes, Steven Gibson, dba Steve's Buy N Sell, From: Class III Secondhand Dealer, 510 Las Vegas Blvd. South, To: Class II Secondhand Dealer, 625 Las Vegas Blvd., South, Steven R. Gibson, 100% - Ward 5 (Weekly)
28. Preapproval of Bid Number 02.1730.18-RC, Lewis Street Corridor Enhancements to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Estimated monetary amount of \$1,940,000 - Capital Projects Fund) - Ward 3 (Reese)
29. Approval of the issuance of a blanket purchase order for annual requirements for the purchase of firefighter turnout gear (JDF) - Department of Fire & Rescue - Award recommended to: FIRST IN, INC. (\$400,000 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

30. Approval of Use Agreement to utilize the City of Henderson Agreement EE335 for Regulated Services (KF) - Department of Information Technologies - Award recommended to: NEVADA DIVISION OF CENTRAL

TELEPHONE COMPANY DBA SPRINT OF NEVADA (Estimated amount of \$180,000 over 3 years - Various Funds)
- All Wards

31. Approval of award of Bid Number 020004-KF, Plasma Monitors - Fire and Rescue - Award recommended to: IDEX DISPLAYS (\$47,454 - Metropolitan Medical Response System Special Revenue Fund)
32. Approval of the issuance of a purchase order for the purchase, installation and maintenance of a VisiCAD Data Archiving & Purging Software Module for Fire & Rescue (CW) - Department of Fire & Rescue - Award recommended to: VISICAD, INC. (\$31,300 - Internal Service Fund)
33. Approval of award of Bid Number 01.15341.29-LED, Furnish & Install Detention Facility Voice Logging System Upgrade - Department of Public Works - Award recommended to: SUPERIOR BUSINESS COMMUNICATIONS (\$30,652 - Capital Projects Fund) - Ward 3 (Reese)

FIRE AND RESCUE DEPARTMENT - CONSENT

34. Approval of a Software Support Agreement between Tritech Software Systems and the Combined Communications Center operated by the City of Las Vegas for the CAD/RMS computer system (\$186,306 - Internal Service Fund) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

35. Approval to file an amendment to Right-of-Way Grant No. N-37142 with the Bureau of Land Management for a sewer easement on portions of land lying within the Southwest Quarter (SW 1/4) of Section 28, T20S, R60E, M.D.M., generally located along the south side of Summerlin Parkway, between Buffalo Drive and Cimarron Road - 138-28-301-002 - Ward 2 (L.B. McDonald)
36. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the West Half (W 1/2) of Section 20, T19S, R60E, M.D.M., for roadway, sewer and drainage purposes located along and near the west side of El Capitan Way between Elkhorn Road and Rome Boulevard - Ward 6 (Mack)
37. Approval of a Fifth Supplemental Cooperative Agreement #09H between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to close the West Charleston Boulevard, Antelope Way to Hualapai Way project - Wards 1 and 2 (M. McDonald and L. B. McDonald)
38. Approval of a Seventh Supplemental Cooperative Agreement #48E between the City of Las Vegas, Clark County and the Regional Transportation Commission to close the Lake Mead Boulevard I, Winwood Street to I 15 project - Ward 5 (Weekly)
39. Approval of Interlocal Contract #385 by and between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for Monorail Preliminary Studies (\$250,000 - Regional Transportation Commission of Southern Nevada) - Wards 3 and 5 (Reese and Weekly)
40. Approval of a First Supplemental Interlocal Contract LAS.16.C.99 to the Rancho Road System, Centennial Parkway to Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)
41. Approval of a First Supplemental Interlocal Contract LAS.16.B.99 to the US 95 Channel between Centennial Parkway and the Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

42. Approval of a First Supplemental Interlocal Contract LAS.10.I.98 for the Durango Drive, Gowan North Channel Phase II by and between the City of Las Vegas and the Clark County Regional Flood Control District to reallocate funds within the interlocal contract and extend the date of completion - Ward 4 (Brown)
43. Approval of an Engineering Design Services Agreement with Martin and Martin Civil Engineers for the 2001-2002 Neighborhood Street Rehabilitation-Meadows Village 4 (\$153,035.50 - Street Rehabilitation Fund) - Ward 3 (Reese)
44. Approval of a Facilities Relocation Agreement with Nevada Power Company for construction work in conjunction with the Ann Road, US-95 to Ferrell Street Project (\$94,783 - Regional Transportation Commission of Southern Nevada) - Ward 6 (Mack)
45. Approval of an Encroachment Request from K. O. Construction on behalf of Seven Twenty Land and Building Corporation, owner (northeast corner of Valley View Boulevard and Meade Avenue) - Ward 1 (M. McDonald)
46. Approval of an Encroachment Request from the Keith Companies, Incorporated, on behalf of Cimarron-Frontage, LLC, owner (northwest corner of Sky Pointe Drive and Cimarron Road) - Ward 6 (Mack)
47. Approval of a Line Extension Agreement with Nevada Power for electrical service at Variety Day Home Expansion (\$4,196 - Community Development Block Grant Funds)- Ward 5 (Weekly)
48. Approval of a Memorandum of Understanding (MOU) concerning the formation of an Alternate Discharge Conveyance Program between the City of Las Vegas, City of Henderson, and the Clark County Sanitation District - (County)
49. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the Traffic Signal Project at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way (\$6,800 - Donation Trust Fund) - Ward 2 (L.B. McDonald)
50. Approval of an Interlocal Agreement between the City of Las Vegas and the Nevada Department of Transportation for the Federal Safety Project for Intersection Safety Improvements - (\$15,000 - Non-Signal Intersection Improvements) - Wards 1, 3 and 5 (M. McDonald, Reese and Weekly)

RESOLUTIONS - CONSENT

51. R-125-2001 - Approval of a Resolution Making Provisional Order and Directing that Notice of Hearing thereon be given regarding: Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (\$251,133.01- Capital Projects Fund - Levy Assessments) - Wards 4 and 5 (Brown and Weekly)
52. R-126-2001 - Approval of a resolution increasing the fixed asset capitalization threshold from \$500 to \$5,000 and increasing the established useful life guideline from one year to two years
53. R-127-2001 - Approval of a Resolution amending Schedule 25-II to change the speed limit from 25 mph to 35 mph on Torrey Pines Drive between Rancho Drive and Ann Road - Ward 6 (Mack)
54. R-128-2001 - Approval of a Resolution amending Schedule 25-II to change the speed limit from 25 mph to 35 mph on Bradley Road between Ann Road and the Las Vegas Beltway - Ward 6 (Mack)
55. R-129-2001 - Approval of a Resolution amending Schedules 25-II and 25-IV to change the speed limit from 35 mph to 45 mph on Hualapai Way between Desert Inn Road and Sahara Avenue - Ward 2 (L.B. McDonald)

REAL ESTATE COMMITTEE - CONSENT

56. Approval of a Right of Entry to Nevada Power for construction of electric facilities located on Parcel Number 138-14-402-001, known as Fire Station #43, located near Smoke Ranch Road and Torrey Pines Drive - Ward 6 (Mack)
57. Approval authorizing staff to submit a letter to the Bureau of Land Management (BLM) relinquishing 15 acres of BLM leased land located at Tropical Parkway and Durango Drive in favor of the Clark County School District (CCSD) - Ward 6 (Mack)

DISCUSSION / ACTION ITEMS**CITY ATTORNEY - DISCUSSION**

58. Discussion and possible action on Appeal of Work Card Denial: Approved October 18, 2000 subject to one year review: Oria Denise Jones, 98 South Martin Luther King Boulevard #250, Las Vegas, NV 89106
59. Discussion and possible action on Appeal of Work Card Denial: Priscella Renita Saintal, 2200 Torrey Pines #1064, Las Vegas, NV 89108
60. Discussion and possible action to authorize payment of \$68,110 to Colleen Baker, and her attorney Glade Hall, Esq., to satisfy a \$43,000 judgment, \$24,800 award of attorneys fees, and \$310 in costs

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

61. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern Liquor License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and approval by the Nevada Gaming Commission, From: Fitzgerald's Las Vegas, Inc., dba Fitzgerald's Casino/Hotel, Philip D. Griffith, Dir, COB; CEO, Jerome H. Turk, Dir, Terrance W. Oliver, Dir, Pres, COO, Gerald C. Heetland, VP, General Counsel, Secy, To: Barden Nevada Gaming, LLC, dba Fitzgeralds, 301 Fremont Street, Majestic Investor, LLC, Mmbr, 100%, Don H. Barden, Mgr, Michael E. Kelly, Mgr, COO, CFO - Ward 3 (Reese)
62. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Roy's/Westcoast-1, Limited Partnership, dba Roy's #1, 8701 West Charleston Blvd., Roy's Outback Joint Venture, Gen Ptnr, 85%, Chris T. Sullivan, Exec Cmtee Mmbr, Mark D. Running, Ltd Ptnr, Ops Dir, 4%, Daniel M. Shrum, Ltd Ptnr, Proprietor, 6% - Ward 1 (M. McDonald)
63. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Carrabba's/Arizona-I, Limited Partnership, dba Carrabba's Italian Grill - Summerlin, 8771 West Charleston Blvd., Carrabba's Italian Grill, Inc., Gen Ptnr, 81%, Steven T. Shlemon, Pres, Marco J. Caldana, Ltd Ptnr, 10%, Thompson Restaurants 2000, Inc., Ltd Ptnr, 9%, Douglas W. Thompson, Dir, Pres, Secy, Treas - Ward 1 (M. McDonald)
64. Discussion and possible action regarding a Reduction in Business License Fees for a Carnival License sponsored by Friends of the Huntridge Theater, Location: 1208 East Charleston Blvd, Date: October 12-31, 2001, Event: Carnival, Eric Jordan, Mmbr; Tom Anderson, Mgr - Ward 3 (Reese)
65. Discussion and possible action regarding a new Beer/Wine/Cooler On-sale Liquor License, Delian Lamela, dba Cuba Café, 552 North Eastern Ave., Suite A, Delia A. Lamela and Osmel R. Lamela, 100% jointly as husband and wife - Ward 3 (Reese)
66. Discussion and possible action to reallocate funds within the Parks & Leisure Capital Projects Fund - All Wards [NOTE: This item is related to Item #67]

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

67. Discussion and possible action to award Bid Number 01.15301.22-LED, East Las Vegas Community/Senior Center and approve the construction conflicts and contingency reserve set by departments of Finance and Business Services -and Public Works. Award recommended to: CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (\$7,538,000- Capital Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to Item #66]
68. Discussion and possible action on a transfer of funds in the amount of \$500,000 from City Facilities Capital Project Fund (CPF) to the Detention & Enforcement CPF for the purpose of accelerating the Close Custody Unit Renovation - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

69. Report, discussion and possible action to direct staff regarding policy to address vacant, abandoned and blighted properties and possible City code changes - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

70. Public hearing, discussion and possible action regarding a petition filed pursuant to NRS 463.3086(2) by City Parkway IV to designate the location for establishment of a proposed Gaming Enterprise District (GED) on property (approximately 56 acres) located along the east side of Grand Central Parkway between Bonneville Avenue and Ogden Avenue, east of I-15 and south of US95, also known as 100 Grand Central Parkway - Ward 5 (Weekly)
71. Discussion and possible action on the recommendation of lands to be disposed of by the Bureau of Land Management in the Fall 2002 public sale - Ward 6 and Clark County (Mack and County)

PUBLIC WORKS DEPARTMENT - DISCUSSION

72. Report on the status of Nevada Intelligent Transportation System (ITS) - US 95 and Freeway Arterial System of Transportation (FAST) Agreement

BOARDS & COMMISSIONS - DISCUSSION

73. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION - Jack Doyle - Term Expiration 4-1-2004 (Deceased)
74. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD - Alberta Allen - Term Expiration 6-2003 (Moved Out of State)
75. ABEYANCE ITEM - CHILD CARE LICENSING BOARD - June Gilmore - Term Expiration 6-28-2003 (Resigned)
76. CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE - Donald M. Clark - Term Expires 11-3-2001
77. LAS VEGAS CENTENNIAL CELEBRATION COMMITTEE - Las Vegas Events Organization Representative - Term Expiration 2005

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

78. Bill No. 2001-90 – Annexation No. A-0032-01(A) – Property Location: Near the northeast corner of El Capitan Way and Grand Teton Drive; Petitioned By: Roadrunner Properties, LLC, et al; Acreage: 15.50 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
79. Bill No. 2001-91 – Annexation No. A-0033-01(A) – Property Location: On the north side of O'Hare Avenue approximately 220 feet east of Fort Apache Road; Petitioned By: O'Hare Partners, et al; Acreage: 6.87 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
80. Bill No. 2001-92 – Annexation No. A-0037-01(A) – Property Location: On the northeast corner of El Capitan Way and Grand Teton Drive; Petitioned By: Vincent Magliulo; Acreage: 2.58 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack

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, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

81. Bill No. 2001-83 – Establishes rules, regulations and business licensing requirements for farmers' markets. Proposed by: Mark Vincent, Director of Finance & Business Services
82. Bill No. 2001-93 – Updates the City's notification requirements for certain zoning hearings in conformance with State law. Proposed by: Robert S. Genzer, Director of Planning and Development
83. Bill No. 2001-94 – Amends the Zoning Code regarding the expansion and redevelopment of certain nonconforming uses. Proposed by: Robert S. Genzer, Director of Planning and Development
84. Bill No. 2001-95 – Amends the Zoning Code to provide for the forwarding of certain variance applications to the City Council for final action. Proposed by: Robert S. Genzer, Director of Planning and Development
85. Bill No. 2001-96 – Updates the annexation provisions of the Zoning Code to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
86. Bill No. 2001-97 – Amends the Zoning Code to allow the practice of hypnotherapy as a permitted use in all commercial and industrial districts. Proposed by: Robert S. Genzer, Director of Planning and Development
87. Bill No. 2001-98 – Amends the Zoning Code provisions relating to wheel stops in parking areas. Proposed by: Robert S. Genzer, Director of Planning and Development
88. Bill No. 2001-99 – Allows time-share condominiums in the C-2 Zoning District by means of special use permit. Sponsored by: Councilman Lawrence Weekly
89. Bill No. 2001-100 – Revises the Town Center Development Standards Manual in various respects. Proposed by: Robert S. Genzer, Director of Planning and Development
90. Bill No. 2001-101 – Makes unenforceable any covenant, condition, restriction or other regulation that prohibits or restricts the display of the American flag. Sponsored by: Mayor Oscar B. Goodman

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 OR THOSE ITEMS TO BE STRICKEN OR TABLED.

91. Bill No. 2001-102 – Annexation No. A-0006-99(A) – Property Location: On the northwest corner of Alexander Road and Grand Canyon Drive; Petitioned By: City of Las Vegas; Acreage: 4.96 acres; Zoned: R-E (County Zoning), U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
92. Bill No. 2001-103 – Annexation No. A-0004-01(A) – Property Location: On the southwest corner of Rainbow Boulevard and Grand Teton Drive; Petitioned By: New Vista Ranch, Inc.; Acreage: 17.75 acres; Zoned: R-A (County Zoning), U (DR) (City Equivalent); Sponsored by: Councilman Michael Mack
93. Bill No. 2001-104 – Annexation No. A-0031-01(A) – Property Location: On the southeast corner of Grand Canyon Drive and Farm Road; Petitioned By: Silver Saddle Investors Limited Liability Company; Acreage: 15.23 acres; Zoned: R-E (County Zoning), U (R) (City Equivalent); Sponsored by: Councilman Michael Mack
94. Bill No. 2001-105 – Annexation No. A-0036-01(A) – Property Location: On the southeast corner of Ackerman Avenue and Versimount Road; Petitioned By: R. B. Petersen Construction Co.; Acreage: 7.76 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
95. Bill No. 2001-106 – Annexation No. A-0038-01(A) – Property Location: On the southeast corner of Log Cabin Way and Dapple Gray Road; Petitioned By: Joan R. Sommers Living Trust; Acreage: 5.12 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
96. Bill No. 2001-107 – Establishes a procedure regarding the creation of certain maintenance districts. Proposed by: Robert S. Genzer, Director of Planning and Development
97. Bill No. 2001-108 – Conforms the City's gaming enterprise district provisions to the requirements of State law. Proposed by: Bradford R. Jerbic, City Attorney
98. Bill No. 2001-109 – Eliminates work card requirements for several business license categories and related occupations. Proposed by: Mark Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

99. 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

100. Public hearing on local improvement district regarding: Special Improvement District No. 1470 – Craig Road (Buffalo Drive to US-95) - (\$343,272.05 - Capital Projects Fund - Special Assessments) – Wards 4 and 6 (Brown and Mack)
101. Public hearing on local improvement district regarding: Special Improvement District No. 1471 – Jones Boulevard (Rancho Drive to Centennial Parkway) - (\$650,269.26 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

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 - DISCUSSION

102. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0167-94(1) - STRATOSPHERE GAMING CORPORATION - Request for a Site Development Plan Review and a Waiver of The Downtown Centennial Plan Parking Lot Standards FOR A PROPOSED AMUSEMENT/THRILL RIDE located at 2000 and 2035 Las Vegas Boulevard South (APN's: 162-03-401-001, 162-03-301-016, and 162-03-410-001 through 004), C-2 (General Commercial) and R-4 (High Density Residential) Zones under Resolution of Intent to C-2 (General Commercial), Ward 3 (Reese). The Planning Commission (3-2-2 vote) recommends DENIAL. Staff recommends APPROVAL

103. NOT TO BE HEARD BEFORE 4:00 P.M.: GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0019-01 - CITY OF LAS VEGAS - Request to Amend portions of the Town Center Land Use Plan on the southwest and southeast corners of the proposed beltway and U.S. 95 interchange, FROM: SC-TC (Service Commercial - Town Center) TO: GC-TC (General Commercial - Town Center); FROM: GC-TC (General Commercial - Town Center) and SC-TC (Service Commercial - Town Center) TO: PF-TC (Public Facility - Town Center) and FROM: SX-TC (Suburban Mixed-Use) TO: GC-TC (General Commercial - Town Center), (APN: 125-29-502-004 (portion), 125-28-201-001, 125-28-210-002 (portion), 125-28-610-004 (portion), 125-28-610-003 (portion), 125-27-301-005 and 006, 125-27-401-008 (portion), 125-27-402-005, 125-28-503-001 (portion), 125-27-101-022 and 024), Ward 6 (Mack). Staff has no recommendation. The Planning Commission (3-2 vote on a motion for approval) failed to obtain a super majority vote which is tantamount to DENIAL

104. REVIEW OF CONDITION - AR-0012-89(3) AND AR-0016-90(3) - GEMINI, INC. ON BEHALF OF THE LADY LUCK HOTEL/CASINO - Request for a Review of Condition Number 1 of AR-0012-89(3) and AR-0016-90(2) WHICH REQUIRED THE TEMPORARY STRUCTURES TO BE REMOVED BY OCTOBER 21, 2001 located adjacent to the northwest corner of Ogden Avenue and 4th Street, (APN: 139-34-510-030), C-2 (General Commercial) Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

105. REVIEW OF CONDITION - PUBLIC HEARING - Z-0117-94(6), Z-0158-94(7) AND Z-0122-97(6) - THE CITY OF LAS VEGAS - Request for a status report from Kirkland Development and discussion and possible action regarding compliance with all pertinent original and amended conditions of approval for Rezoning applications Z-0117-94, Z-0158-94 and Z-0122-97 (the Lynbrook Subdivision site) on property located north and south of Farm Road, between Jones Boulevard and Decatur Boulevard, R-E (Residence Estates) Zone under Resolution of Intent to R-PD2, R-PD3, R-PD5 and R-PD7 (Residential Planned Development - 2, 3, 5 and 7 Units per Acre), Size: 264.75 Acres, (APN's: 125-13-210-001, 002 and 125-13-610-001, 125-13-203-001, 002 and 125-13-210-001, 002 and 125-13-310-001, 003 and 125-13-710-001 through 010), Ward 6 (Mack). Staff has no recommendation

106. REVIEW OF CONDITION - PUBLIC HEARING - Z-0064-00(2) - BRIAN NAAS - Request for a Review of Condition numbers 2, 3, 4 & 5 of Rezoning case (Z-0064-00) TO ALLOW RELIEF FROM ALL PUBLIC WORKS IMPROVEMENTS located at 1820 Willow Trail (APN: 139-19-704-008), R-1 (Single Family Residential) under Resolution of Intent to C-2 (General Commercial), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of Review of Condition numbers 2, 4 and 5; and the Planning Commission (6-0 vote) and staff recommend APPROVAL of Review of Condition number 3

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 107.ABEYANCE ITEM - MAJOR MODIFICATION - IRON MOUNTAIN RANCH RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(4) - WILLIAM LYON HOMES - Request for a Major Modification to the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE APPROXIMATELY 40 ACRES FROM THE OVERALL PLAN AREA at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive (APN: 125-12-401-001), R-E (Residence Estates) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre), [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
- 108.ABEYANCE ITEM - GENERAL PLAN AMENDMENT RELATED TO Z-0016-98(4) - PUBLIC HEARING - GPA-0011-01 - WILLIAM LYON HOMES - Request to Amend a portion of the Centennial Hills Sector Plan FROM: DR (Desert Rural) TO: R (Rural Density Residential) on approximately 40 acres at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive (APN: 125-12-401-001), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
- 109.ABEYANCE ITEM - REZONING RELATED TO Z-0016-98(4) AND GPA-0011-01 - PUBLIC HEARING - Z-0025-01 - WILLIAM LYON HOMES - Request for a Rezoning FROM: R-E (Residence Estates) under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre) TO: R-PD2 (Residential Planned Development - 2 Units Per Acre) on approximately 40 acres at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive, (APN: 125-12-401-001), PROPOSED USE: SINGLE FAMILY RESIDENTIAL SUBDIVISION, Ward 6 (Mack). Staff recommends APPROVAL if Z-0016-98(4) and GPA-0011-01 are approved; or if Z-0016-98(4) is approved and GPA-0011-01 is denied; or if Z-0016-98(4) is denied and GPA-0011-01 is approved; or STRIKE if Z-0016-98(4) and GPA-0011-01 are denied. The Planning Commission (4-1-1 vote) recommends DENIAL
- 110.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0076-98(23) - CENTENNIAL CENTER, LIMITED LIABILITY COMPANY ON BEHALF OF CINGULAR WIRELESS - Request for a Site Development Plan Review TO ALLOW ANTENNAS TO BE PLACED ON AN EXISTING 75 FOOT TALL PYLON SIGN on the east side of Centennial Center Boulevard, approximately 975 feet southeast of its intersection with Tropical Parkway (APN: 125-28-610-003), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 111.VACATION - PUBLIC HEARING - VAC-0022-01 - CASINO GARCES, LIMITED LIABILITY COMPANY - Petition to vacate a portion of Garces Avenue generally located west of Casino Center Boulevard, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 112.TWO YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0023-89(3) - JAY AND CAROL HARRISON - Required Two Year Review of an Approved Variance WHICH ALLOWED THE RELOCATION OF AN EXISTING OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 265 FEET AND 110 FEET RESPECTIVELY FROM TWO EXISTING OFF-PREMISE ADVERTISING SIGNS (BOTH ACROSS CHARLESTON BOULEVARD), WHERE A 300 FOOT SEPARATION IS REQUIRED located adjacent to the south side of Charleston Boulevard approximately 460 feet east of Lindell Road (APN: 163-01-501-009), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 113.TWO YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0046-89(3) - BOLOGNESE FAMILY TRUST - Required Two Year Review of an Approved Variance WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 140 FEET FROM ANOTHER OFF-PREMISE ADVERTISING SIGN WHERE 300 FEET IS THE MINIMUM SEPARATION ALLOWED on the northwest corner of Sahara Avenue and Valley View Boulevard (APN: 162-06-801-008), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 114.THREE YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0072-88(3) - HORSESHOE CLUB OPERATION COMPANY - Required Three Year Review of an Approved Variance WHICH ALLOWED A 12

FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO A HEIGHT OF 50 FEET WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED; AND WHICH ALLOWED THE OFF-PREMISE ADVERTISING SIGN 150 FEET FROM AN EXISTING OFF-PREMISE ADVERTISING SIGN WHERE A 300 FOOT MINIMUM SEPARATION DISTANCE IS REQUIRED at 601 North Main Street (APN: 139-27-310-094), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

115. VARIANCE - PUBLIC HEARING - V-0064-01 - ASTORIA IRON MOUNTAIN SOUTH, LIMITED LIABILITY COMPANY - Appeal filed by Kummer Kaempfer Bonner & Renshaw on behalf of Astoria Iron Mountain South, Limited Liability Company from the Denial by the Planning Commission of a request for a Variance TO ALLOW 1.26 ACRES (54,749 SQUARE FEET) OF OPEN SPACE WHERE 1.8 ACRES (78,408 SQUARE FEET) IS THE MINIMUM REQUIRED FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on the southeast corner of Fort Apache Road and Iron Mountain Road (APN 125-08-101-001), R-E (Residence Estates) Zone under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units per Acre), Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend DENIAL
116. ONE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0097-00(1) - PARKWAY RETAIL CENTRE, LIMITED LIABILITY COMPANY - Required One Year Review of an Approved Special Use Permit WHICH ALLOWED THE SALE OF PACKAGED LIQUOR IN CONJUNCTION WITH AN EXISTING GROCERY STORE (TRADER JOE'S) located east of Buffalo Drive at 7575 West Washington Avenue (APN: 138-27-312-006), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L.B. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
117. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0072-01 - BUYERS SYNDICATE - Request for a Special Use Permit FOR TRUCK RENTAL (U-HAUL) at 1411 North Eastern Avenue (APN: 139-26-508-006), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (3-0-1 vote) and staff recommend APPROVAL
118. SPECIAL USE PERMIT - PUBLIC HEARING - U-0121-01 - WEST SAHARA ASSOCIATES ON BEHALF OF PLAY IT AGAIN SPORTS - Request for a Special Use Permit TO ALLOW SECONDHAND SALES IN CONJUNCTION WITH A SPORTING GOODS BUSINESS (PLAY IT AGAIN SPORTS) located at 6360 West Sahara Avenue (APN's: 163-02-816-001 and 163-02-801-001), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. SPECIAL USE PERMIT - PUBLIC HEARING - U-0124-01 - MBP INDUSTRIES, LC ON BEHALF OF ULTIMATE COLLISION - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP on 1.3 acres on the west side of Rancho Drive, approximately 265 feet north of Cheyenne Avenue (APN: 138-12-801-009), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
120. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDINGS OR NUISANCE/LITTER ABATEMENTS

ADDENDUM

CITIZENS PARTICIPATION

Items raised under this portion of the City Council Agenda cannot be deliberated or acted upon until the notice provisions of the Open Meeting Law have been met. If you wish to speak on a matter not listed on the agenda, please step up to the podium and clearly state your name and address. In consideration of others, avoid repetition, and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to ten (10) minutes.

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

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

(Mailing required under the provisions of NRS Chapter 241)

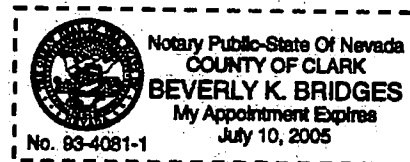
Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 11th day of **October, 2001**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re: **City Council Meeting** to be held on the 17th day of **October, 2001**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

[Handwritten signature]

City Clerk
DEPARTMENT

11th day of October, 2001

Bernard K. Bruger
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
COUNTY OF CLARK)

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

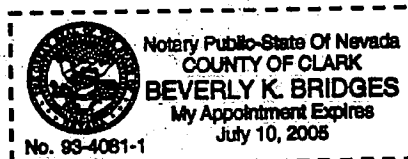

Signature

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 12th day of October, 2001

NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: OCTOBER 17, 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 – PASTOR KURT SORTLAND, THE LAKES LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR PRO TEM REESE and COUNCIL MEMBERS BROWN, L. B. McDONALD, WEEKLY, and MACK

EXCUSED: MAYOR GOODMAN and COUNCILMAN McDONALD

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

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

Downtown Transportation Center, City Clerk's Board

Senior Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Parkway

Court Clerk's Bulletin Board, City Hall

City Hall Plaza, Posting Board

(9:04 – 9:05)

1-1

PASTOR KURT SORTLAND, Lakes Lutheran Church, gave the invocation.

(9:05 – 9:07)

1-23

MAYOR PRO TEM REESE led the audience in the Pledge.

(9:07 – 9:08)

1-73

MAYOR PRO TEM REESE announced that MAYOR GOODMAN and COUNCILMAN McDONALD would be excused from the meeting.

**CITY COUNCIL MEETING OF OCTOBER 17, 2001
Announcements – Continued**

MINUTES:

COUNCILMAN WEEKLY recognized the students from the University of Las Vegas Nevada (UNLV), who were in the audience, as well as a young woman with whom he debated regarding the issue of raising the Grade Point Average at UNLV.

(1:04 – 1:05)

1-121

MAYOR PRO TEM REESE acknowledged **MR. AKRON**, one of the greatest quarterbacks who played for the State of Utah, who was in the audience.

(1:34 – 1:35)

3-1106

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 17, 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:

LONNIE RICHARDSON and JOSEPH MARCELLA of Information Technologies joined the Council in honoring MIKE FREDERICK as Employee of the Month for October for being an exceptional employee who is saving the City and its taxpayers a lot of money by cutting the payroll processing time in half. City payroll was taking from 18 to 24 hours to process, but through MR. FREDERICK'S diligent efforts, payroll is taking between 8 to 10 hours to process. He is also the first in line to call when a problem arises.

MR. MARCELLA and MR. RICHARDSON stated that it has been a true pleasure and privilege to work alongside MR. FREDERICK.

MR. FREDERICK felt honored at the recognition and commented that he works with wonderful people.

(9:08 – 9:10)

1-100

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; Joseph Marcella; David Riggelman;
Roni Ronemus

Date: October 12, 2001

Re: October 2001 Employee of the Month

I am pleased to announce that October's Employee of the Month is Database Architect **Mike W. Frederick** of the Department of Information Technologies, Systems Division. Mary McQuoid, Accounting Manager, and Charlotte McLaughlin, Payroll Specialist, nominated Mike. He has been a City employee since April 1998.

Through diligent efforts, Mike has cut the payroll processing time in half and increased productivity in the payroll staff. He has aligned his priorities with those of payroll to ensure that every employee of the City receives a paycheck in a timely and efficient manner. His job performance is at a level that is unmatched by others in his field, and when problems arise, Mike responds immediately and effectively to help resolve those problems.

Mike is an exceptional employee and an asset to the City. His outstanding assistance and service are appreciated.

A celebration announcing his selection is scheduled for 9:00 a.m., Monday, October 15th, in the Boulder Room, Department of Public Works, located on the 4th Floor of City Hall. Your attendance will be greatly appreciated. If you have any questions, please feel free to call.

VV:mcr

RECEIVED
CITY CLERK
2001 OCT 15 A 11:33

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF STUDENT GOVERNMENT DAY****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 welcomed and introduced the following students from various schools in Ward 5 in recognition of Student Government Day: STEPHANIE EUSTAQUIO, Student Body President, and ALICIA MODOF, Senior Class President, from Western High School; MARIANA KIHUEN, Student Body President, and SAMANTHA MATUTE, Senior Class President, from Rancho High School; CAROLINA GARCIA, Student Body President, and TERA HODGE, Senior Class President, from Advanced Technologies Academy; and KARL RILEY, Student Body President, and ASHLEE CALIGONE, Senior Class President, from the Las Vegas Academy.

He commented that the City participates each year in the Pal Program, through the Clark County School District, to try and expose youth to positive activities. This year's City Pal is COREY WILLIAMS, who is a scholar and star wide receiver at Las Vegas High School.

COUNCILMAN WEEKLY indicated that the students would sit through the meeting with the Council members, be given a tour of City Hall, and attend a function where ASSISTANT CITY MANAGER FRETWELL would be giving a discourse.

(9:10 - 9:14)**1-176**

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF FORMER PLANNING COMMISSIONERS****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required.****MINUTES:**

MAYOR PRO TEM REESE stated that it was an honor to recognize two individuals who served tirelessly on the City's Planning Commission. He introduced ROBERT GENZER, Director, Planning and Development Department, to make the presentation.

MR. GENZER noted that the Planning Commissioners expend a lot of time and effort on reviewing an average of over 100 items for bi-monthly meetings, attending quarterly training workshops, and visiting the various sites on their own time to become familiar with matters on the Planning Agenda.

He introduced HANK GORDON, President of Laurich Properties, who served from December 1998 through June 2001, and LANNIE LITTLEFIELD, teacher and head football coach at Green Valley High School, who served from August 2000 through August 2001. MR. GENZER thanked MR. GORDON and MR. LITTLEFIELD and presented each of them with a plaque.

MR. GORDON thanked former MAYOR JONES, who originally appointed him, and COUNCILWOMAN McDONALD for reappointing him to the Planning Commission. He commended the City's Planning staff for doing such a fine job. On behalf of COUNCILMAN MACK and himself, graduates of USC, he wagered a bet on COUNCILWOMAN McDONALD, graduate of Notre Dame, and COUNCILMAN McDONALD, fan of Notre Dame, that the loser of the upcoming USC vs. Notre Dame football game has to sing the winners fight song, as a duet, at the next Council meeting. COUNCILWOMAN McDONALD accepted the bet.

**CITY COUNCIL MEETING OF OCTOBER 17, 2001
Ceremonial – Recognition of Former Planning Commissioners**

MINUTES – Continued:

MR. LITTLEFIELD thanked **MAYOR PRO TEM REESE** for appointing him to the Planning Commission and stated that he really enjoyed it. He wanted to continue to serve even though he relocated to Henderson, but he was told that he had to be a City resident.

(9:14 – 9:18)

1-295

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

**RECOGNIZE CITY EMPLOYEE MARIA CASTILLO-COUCH AS KLAS CHANNEL 8
PORTRAIT OF SUCCESS RECIPIENT**

Fiscal Impact

☐

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MINUTES:

MAYOR PRO TEM REESE announced that Channel 8 anchor and reporter POLLY GONZALES would make the presentation recognizing MARIA CASTILLO-COUCH as KLAS Channel 8's Portrait of Success.

MS. GONZALES thanked everyone for inviting her to make the presentation. She gave a brief history of her tenure with Channel 8. She met her General Manager about 14 years ago, when she received a diversity scholarship to attend college. Since then she knew how interested and supportive Channel 8 is of diversity in the workplace.

She became involved with Community Pride Partners, made up of Nevada Power, Summerlin and Sunrise Medical Centers, and Friendly Automotive. The organization recognizes outstanding individuals in the community and supports cultural diversity in the workplace. It highlights five individuals during African-American Month and Hispanic Heritage Month and also outstanding high school students.

This year, for Hispanic Heritage Month, MS. CASTILLO-COUCH was one of the five individuals highlighted, which was very special to MS. GONZALES because she has personally known MS. CASTILLO-COUCH for seven years. They worked together through the Latin Chamber of Commerce and were very involved in the Latin community.

City of Las Vegas

CITY COUNCIL MEETING OF OCTOBER 17, 2001

Ceremonial – Recognize City Employee Maria Castillo-Couch as KLAS Channel 8 Portrait of Success recipient

MINUTES – Continued:

At the request of MS. GONZALES, a small part of a videotape was shown featuring MS. CASTILLO-COUCH at her job. MS. GONZALES stated that MS. CASTILLO-COUCH is a good friend, a fine individual, and very supportive of the Latin community. She presented MS. CASTILLO-COUCH with an award.

MS. GONZALES encouraged people in attendance to contact Channel 8 with names of anyone they might feel are deserving of receiving the Portrait of Success Award.

MS. CASTILLO-COUCH thanked her husband and the Council and SHARON SEGERBLOM, STEVE PARSON, and NADIA WIGGINS of Neighborhood Services for supporting her endeavors.

(9:18 – 9:27)

1-436

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:**

RECOGNITION OF COUNCILWOMAN BOGGS MCDONALD FOR 5 YEARS OF SERVICE
AT THE CITY OF LAS VEGAS

Fiscal Impact☐
☐
☐**No Impact****Budget Funds Available****Augmentation Required****Amount:****Dept./Division:****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required.****MINUTES:**

MAYOR PRO TEM REESE presented COUNCILWOMAN McDONALD with her five-year service pin for her hard work and dedication of service to the City of Las Vegas. He noted that COUNCILWOMAN McDONALD and COUNCILMAN WEEKLY have also been highlighted on the Portrait of Success program. They are very strong leaders.

COUNCILWOMAN McDONALD stated that her affiliation with the City has been a true honor. When she thinks of all the wonderful people she has worked with over the years, former COUNCILMAN BOB NOLEN, who was being laid to rest that day, came to her mind. On behalf of the entire Council she offered condolences to his wife, CINDY NOLEN, and his entire family. She noted that she has always felt great pride in the employees and leadership of the City of Las Vegas. It is a great team to work with.

(9:27 – 9:31)

1-732

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 17, 2001

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEUS ☐ **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:

BROWN – Motion to bring forward and STRIKE Item 59 and Hold in ABEYANCE Item 102 [Z-0167-94(1)] to 11/7/2001, first item on the Planning Agenda – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

ROBERT GENZER, Director, Planning and Development Department, clarified with the Council that Item 102 [Z-0167-94(1)] should be scheduled first on the Planning Agenda.

There was no further discussion.

(9:31 – 9:33)

1-852

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 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 September 19, 2001

MOTION:

BROWN - APPROVED by Reference - UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no discussion.

(9:33)

1-910

*City of Las Vegas***Agenda Item No. 3****AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: CITY MANAGER – OFFICE OF COMMUNICATIONS****DIRECTOR: DAVID RIGGLEMAN**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of Licensing Agreement with Annenberg/CPB Channel Programs for the rebroadcast of educational programming

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

The City of Las Vegas KCLV Channel 2 will enter an agreement with Annenberg/CPB Channel Programs in order to rebroadcast educational programs at no expense to the City. All programs may be used for non-fee based educational and instructional purposes.

RECOMMENDATION:

That the City Council approve the licensing agreement with Annenberg/CPB Channel Programs.

BACKUP DOCUMENTATION:

Off-Air Recording, Duplication, and Rebroadcasting License for Annenberg/CPB Channel Programs

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

COUNCILMAN WEEKLY advised that the Real Estate Committee met to review all 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.

(9:33 – 9:34)

1-931

Off-Air Recording, Duplication, and Rebroadcasting License for Annenberg/CPB Channel Programs

(please print out this license and type or print the information)

Licensee/Organization: CITY OF LAS VEGAS, NEVADA

Contact Person: Charlie McGraw

Title: Programmer

Address: 633 N. Mojave Road

City: Las Vegas State/Province: Nevada

Zip Code: 89101 Phone: 702-229-0605 Fax: 702-388-2504

Email: cmcgraw@ci.las-vegas.nv.us

Number of K-12 schools to be served by this licensee: _____

Number of households to be served by this licensee: 368,008

Check all uses you will be making of the Channel:

☒ Rebroadcasting

☒ Off-air recording

☒ Duplication of programs

Check all systems on which you receive and/or broadcast the Annenberg/CPB Channel:

Receive via:

☒ Annenberg/CPB satellite signal

☐ Other satellite signal: _____

Digital satellite receiver (DSR) model:

☐ 4000	☐ 4001	☐ 4200	☐ 4200V
☐ 4200B	☒ 4200C	☐ 5200	

___ Local cable (give provider name and channel number): Cox 2

___ Local broadcast signal (give channel number): _____

___ Other (specify): _____

Rebroadcast via:

___ Cable (give provider name and channel number): Cox 2

___ ITFS: _____

___ Closed Circuit

___ DBS Other (specify): _____

DSR operator or technical contact:

Name: Dan Mastroluca

Phone: 702-229-0905 Email: dmastroluca@ci.las-vegas.nv.us

Record, Broadcast, and Duplicate Rights

Licensee shall have the right to record off-air, duplicate, and rebroadcast the programs broadcast on the Annenberg/CPB Channel at no charge as stipulated below:

Terms and Conditions

- (a) Licensee may rebroadcast programs over non-commercial channels.
- (b) Programs may not be sponsored, interrupted with commercials, or rebroadcast for any additional fee. Programs may not be used for fundraising activities and may not be sold or used as part of a profit-making activity.
- (c) Programs may not be edited and must be broadcast in their entirety, retaining all original logos, credit, and 800 number tags.
- (d) Use of the programs shall be non-exclusive to Licensee, and Licensee shall not otherwise license, authorize or permit broadcast or rebroadcast of the programs to another agency beyond that specified in this license.

(e) The duplicated programs may be used for non-fee based educational and instructional purposes.

(f) Duplicated programs may not be edited and must retain all original logos and credits.

(g) This license does not grant permission to duplicate from videocassettes purchased from Annenberg/CPB.

(h) Licensee may retain **Attachment A** program copies for the life of the tape(s).

(i) Licensee may not broadcast programs listed on Attachment A after their expiration dates as noted. For updated expiration dates go to **Attachment A**.

(j) Licensee may not use those series marked with an asterisk on Attachment A as a credit bearing telecourse. To offer these specific series as a telecourse, contact the PBS Adult Learning Service at www.pbs.org/als.

(k) This license grants public performance rights.

(l) Annenberg/CPB shall have the right to revoke this license upon written notification.

(m) Both parties to this License shall at all times be deemed to be performing as independent parties and not as agents or employees of the other party and the acts and omission of a party, hereto shall be deemed to be those of the party conducting the act or omission. Subject to the limits of liability against the City set forth in NRS 41.035, both parties agree to indemnify, save, and hold harmless the indemnified party and its officers, agents, and employees

...

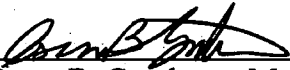
...

...

against any and all claims, losses, expenses, or liability arising from the negligence of the indemnifying party.

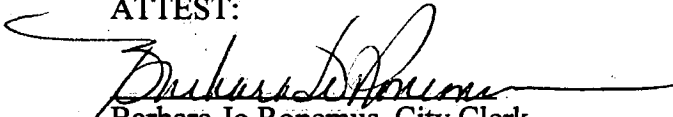
In agreement to the foregoing, the authorized representatives sign below.

City of Las Vegas

By: 
Oscar B. Goodman, Mayor

Date: 10-19-2001

ATTEST:


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 9/24/01
Date

Annenberg/CPB

By: 

Date: 10-12-01

Please return **two** original signed copies of this document along with **two** copies of **Attachment A** to the following address. A signed original will be returned to you for your file.

Annenberg/CPB
Attn: Channel Licenses
401 9th Street, NW
Washington, DC 20004
Fax: 202-879-9696

Channel info: 800-228-8030
[http:// www.learner.org/channel](http://www.learner.org/channel)

Return to License Overview

Annenberg/CPB Channel License

Attachment A

The following is a list of programs with their broadcast rights expiration dates. After the date noted, you may no longer broadcast these programs. Please continue to check this page for the most up-to-date list of broadcast rights expiration dates.

Those programs marked with an asterisk (*) cannot be used as credit-bearing college telecourses through the Annenberg/CPB Channel. To use these series as telecourses, contact the PBS Adult Learning Service: <http://www.pbs.org/als>

Against All Odds 12/2006*

Algebra 12/2009

American Cinema 5/2003*

Americas 5/2002*

Assessment in Math & Science: What's the Point? 6/2007

Art of the Western World 12/2006

Biography of America 12/2009

Brighter Futures Through Partnerships 9/2003

Calculating Change 2/2004

Case Studies in Science Education 2/2006

Challenge Me! National Science Education Standards Video 4/2006

Connect with English 5/2007*

The Constitution 12/2006*

Creating a Climate for Change: Math Leads the Way 5/2004

Critical Issues in School Reform 2/2008

Death: A Personal Understanding 8/2009*

Destinos 12/2001*

Discovering Psychology 12/2007*

Dragon's Tongue 2/2004*

Earth Revealed 5/2010

Economics USA in perpetuity*

Education that works: The Saturday Academy Model 1/2005

English Composition 12/2010

Ethics in America 5/2007*

Exploring the World of Music 12/2006*

Fokus Deutsch 12/2009*

For All Practical Purposes 5/2006*

French in Action 12/2003*

Growing Old in a New Age 9/2002*

In Search of the Novel 9/2009

Inside the Global Economy 5/2004*

Human Geography 12/2006*

Jargon 8/2004

Journey North 12/2009

A Laboratory for Reform 2/2006

Literary Visions 12/2009

Learning Science and Math Together 12/2006

Learning Science Through Inquiry 12/2010

Looking at Learning Again 5/2008

Looking at Learning Again, Part 2 12/2009

Making It Happen 2/2006

Making Math Meaningful 1/2004

Matemáticas para Todos 10/2002

Matemáticas para Todos — Y Más 2/2004

Mathematics and Science for All 9/2005

Mathematics Assessment: A Video Library, K-12 3/2008

Mathematics: What's the Big Idea? 6/2007

Math for All 10/2002

Math for All—Plus 2/2004

The Mechanical Universe 8/2003*

The Merrow Report 6/2003

Minds of Our Own 9/2004

The Missing Link 10/2009

National Science Education Standards Video 4/2006

New American Schools: Getting Better by Design 12/2008

News Writing 12/2004*

The Next Move 5/2008

Out of the Past 5/2002*

The Pacific Century 12/2001*

Planet Earth 5/2006*

Principles for Principals 5/2008

PRISM Workshop Videos 3/2004

Private Universe Project in Mathematics 12/2009

Private Universe Teacher Workshops 9/2004

Race to Save the Planet 12/2007*

Restructuring Mathematics: Making Change 8/2006

Rural Communities 5/2002*

Seasons of Life 12/2002*

Science First Hand 12/2007

Science Images 2/2004

Science K-6: Investigating Classrooms 12/2008

The Science of Teaching Science 5/2007

Science Simply Amazing 1/2006

Shedding Light on Science 2/2008

Signature 12/2005

A State of Change 12/2006

Synergy Videos 8/2004

Teaching High School Science 12/2009

Teaching Math: A Video Library, K-4 9/2005

Teaching Math: A Video Library, 5-8 3/2008

Teaching Math: A Video Library, 9-12 8/2005

Teaching Moments 12/2008

Unseen Life on Earth 12/2008*

Visualizing Growth 9/2005

Voices & Visions 5/2004*

The Western Tradition 12/2006*

The Whole Child 5/2007*

The World of Abnormal Psychology 12/2001*

A World of Art 12/2006*

The World of Chemistry in perpetuity*

World Regional Geography 12/2005*

Others (please list) _____

Please include **two** copies of this document with the **two** original signed copies of the license and return to the address noted on the bottom of the license.

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 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 09/01/01 - 09/15/01

Total Services and Materials Checks	\$ 16,030,701.94
Total Payroll Checks	\$ 4,250,948.83
Total Wire Transfers	\$ 9,587,481.70
Total NBS and City Investments	\$ 0.00

MOTION:**BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 – 9:34)

1-931

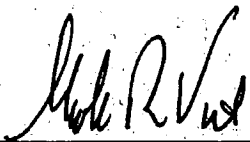
City of Las Vegas

Summary of Cash Expenditures for period of 9/1/01 - 9/15/01

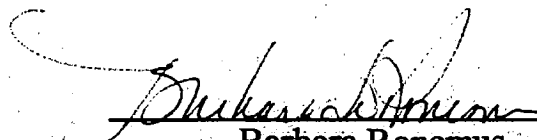
Total Services & Materials Checks :	16,030,701.94
Total Payroll Checks:	4,250,948.83
Total NBS & City Investments :	0.00
Total Wire Transfers:	9,587,481.70

Grand Total:	29,869,132.47
--------------	---------------

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 October 17, 2001, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home, Antoinette Powell, dba A Little Ray of Sunshine,
5017 Jay Avenue, Antoinette Powell, 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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M.
McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Child Care Home, Carmen Gomez, 4604 Nolan Lane, Carmen Gomez, 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 Family Child Care Home

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a Special Event Liquor License for Major League Sports, Location: Buckskin Basin Park, 7500 West Gowan Road, Date: November 3, 2001, Type: Special Event Beer/Wine/Cooler, Event: Rugby Tournament, Responsible Person in Charge: Brendan Lee - Ward 4 (Brown)

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

Approval of a Special Event Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Special Event Liquor License for St. Elizabeth Ann Seton Catholic Church,
Location: 1811 Pueblo Vista Drive, Church Campus, Date: October 27, 2001, Type: Special
Event Beer/Wine, Event: Fall Festival, Responsible Person in Charge: Edward J. Bazar, Jr. -
Ward 4 (Brown)

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

Approval of a Special Event Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

**BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M.
McDONALD excused**

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Package Liquor License subject to the provisions of the fire and planning codes and Health Dept. regulations, Albertson's Inc., dba Sav-On Drugs #9001, 3485 East Owens Avenue, Peter L. Lynch, Pres., Kay 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 Package Liquor License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

Sav-On Drugs 9001

PECOS RD

STANLEY AVE

DEACON AVE

EVERETT ST

KINSMEN ST

DROVER AVE

400' Radius

DURHAM AVE

MARY ANN AVE

RUGBY CIR

GRUNDY CIR

CHAD CIR

CULLEY ST

BANYON ST

PECOS RD

0 100 200 Feet



N



City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Ownership for a Beer/Wine/Cooler On-sale Liquor License, From: Can Quach, 100%, To: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, 220 West Sahara Ave., Hue T. Do, 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 for a Beer/Wine/Cooler On-sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Additional Liquor License: Liquor Caterer License, The Club at Canyon Gate, Inc., dba Canyon Gate Country Club, 2001 Canyon Gate Drive, Jack T. Lupton, Dir, Pres, Secy, Treas, 100%, Charles H. Feddersen, Gen Mgr - Ward 1 (M. McDonald)

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

Approval of Liquor Caterer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of Additional License: Liquor Caterer License, The Egg & I, Inc., dba The Egg & I, 4533 West Sahara Ave., Suite 5, Bradley J. Burdsall, Dir, Pres, 33.33%, Suzanne R. Altreche, Dir, Secy, Treas, 33.33%, Donna J. Burdsall, Shareholder 16.67%, James R. Davis, Shareholder, 16.67% - Ward 1 (M. McDonald)

Fiscal Impact

☒ **No Impact**
☐ **Budget Funds Available**
☐ **Augmentation Required**

Amount:**Dept./Division:****Funding Source:****PURPOSE/BACKGROUND:**

Approval of Liquor Caterer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License and a Restaurant License, The Pyramids, LLC, dba From: The Pyramids Café a Mediterranean Restaurant, To: Lily's Bistro, 9350 West Sahara Ave., Suite 150, Hany A. Zaky, Mmbr, 50%, Kimberly A. Zaky, Mmbr, 50% - Ward 2 (L.B. McDonald)

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

Approval of Chage of Business Name for a Beer/Wine/Cooler On-sale Liquor License and a Restaurant License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Business Name for a Restaurant Service Bar Liquor License, Big Daddy's Enterprise, Ltd., dba From: Stephie's Bistro, To: Mama Jo's Bistro, 8427 West Lake Mead Blvd., Larry H. Schwartz, Mgr, Stephanie A. Schwartz, Mgr, S & L Enterprises, Inc., Mmbr, 90%, Stephanie A. Schwartz, Dir, Pres and Larry H. Schwartz, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 4 (Brown)

Fiscal Impact☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Restaurant Service Bar Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3 through 57 - UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:34)

1-931

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Manager for a Supper Club Liquor License, Bertolini's at Village Square, Inc., dba Bertolini's Authentic Trattoria, 9500 West Sahara Ave., Brandon L. Bueltel, 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 Supper Club Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Manager for a Tavern Liquor License, Angel Park, LLC, dba Angel Park Golf Club, 100 South Rampart Blvd., Heritage Five Management Group, LLC, Mgr, James A. Husband, CEO, Pres, Secy, Andrew R. Crosson, Exec VP - 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 Tavern Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 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 10 slots, Cardivan Company db at Sav-On Drugs #9001, 3485 East Owens Avenue - 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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

Sav-On Drugs 9001

PECOS

STANLEY AVE

DEACON AVE

EVERETT ST

KINSMEN ST

DROVER AVE

400' Radius

DURHAM AVE

MARY ANN AVE

RUGBY CIR

GRUNDY CIR

CHAD CIR

CULLEY ST

BANYON ST

PECOS RD

0 100 200 Feet



City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a new Burglar Alarm Service License, Industry Electronic Services, dba Cardinal Systems, 3834 Vanessa Drive, Christopher W. Pritchard, 100% - (County)

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

Approval of a new Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 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 codes, Liana Snyder, LLC, dba Liana Snyder, 2921 North Tenaya Way, #342, Liana G. Snyder, Mmbr, 100% - Ward 4 (Brown)

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

Approval of a new Hypnotist License for the applicant to practice hypnotherapy. Applicant will provide an "at risk" letter with the understanding that an adoption of proposed Bill No. 2001-97 would no longer require a special use permit.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3 through 57 - UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

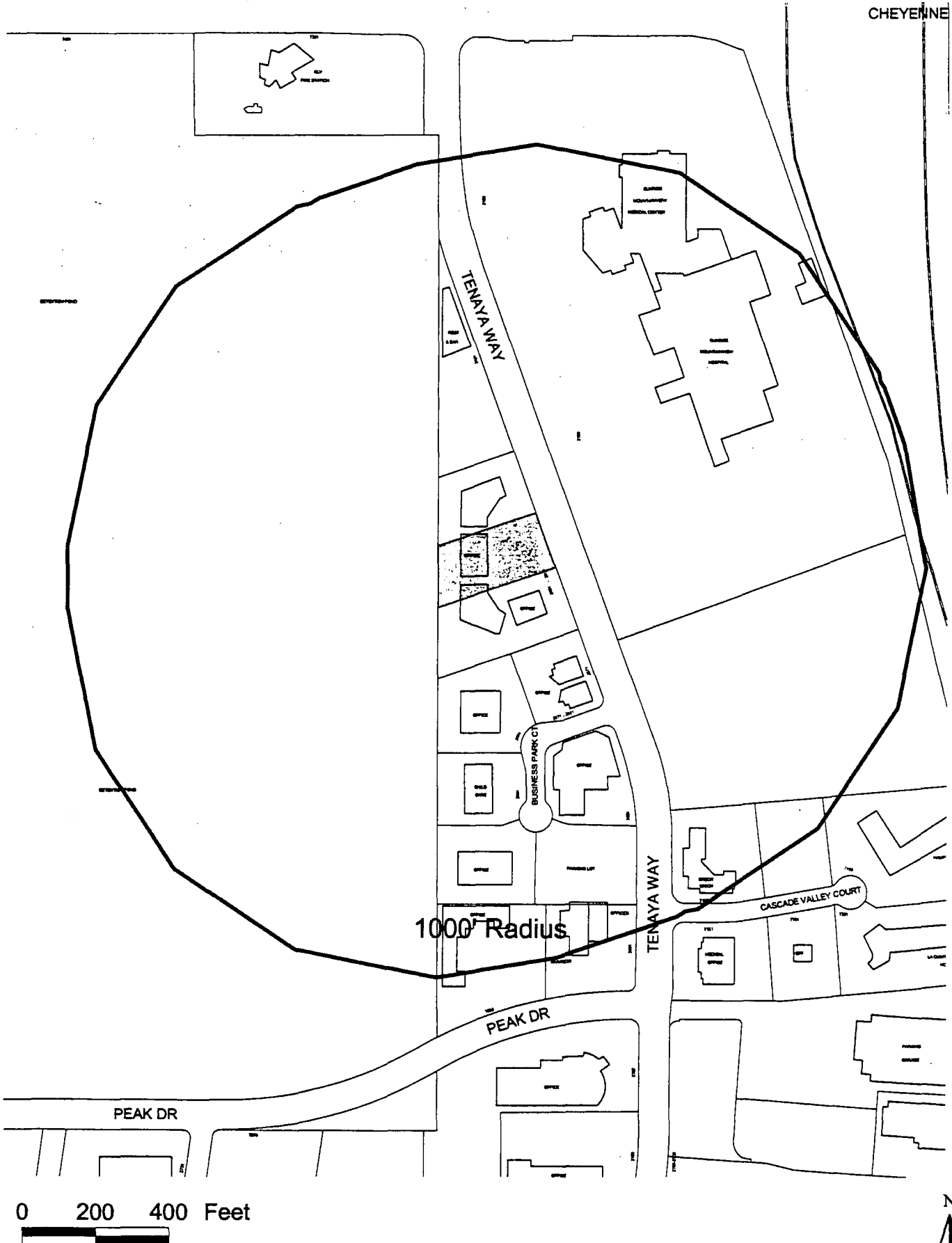
There was no related discussion.

(9:33 - 9:34)

1-931

Liana Snyder

CHEYENNE



City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a new Independent Massage Therapist License, Andrea L. Cornell, dba Andrea L. Cornell, 1100 East Sahara Ave., 101A, Andrea L. Cornell, 100% - Ward 3 (Reese)

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

Approval of a new Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Independent Massage Therapist License, Adriann Golightly, dba Adriann Golightly, 7310 Smoke Ranch Road, Suite M, Adriann Golightly, 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:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 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: 10028 West Cherokee Ave., To: 9109 Safeport Court, Sarah L. DeVito, 100% - Ward 2 (L.B. McDonald)

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

Approval of Change of Location for an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location for an Independent Massage Therapist License, Marqueta Aiken, dba Marqueta Aiken, From: 3241 Haven Ridge Court, Unit 103, To: 4921 Forest Oaks Drive, Marqueta Aiken, 100% - Ward 6 (Mack)

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:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for an Independent Massage Therapist License, Kelli Jo Perude, dba Kelli Jo Perdue, From: 1814 North Decatur Blvd., #104, To: 2550 South Rainbow Blvd. #23, Kellie Jo Perdue, 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:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a new Locksmith License, Abdullah Saab, dba Anytime Locksmith, 3400 West Desert Inn Road, Suite 14, Abdulla H. Saab, 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 Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

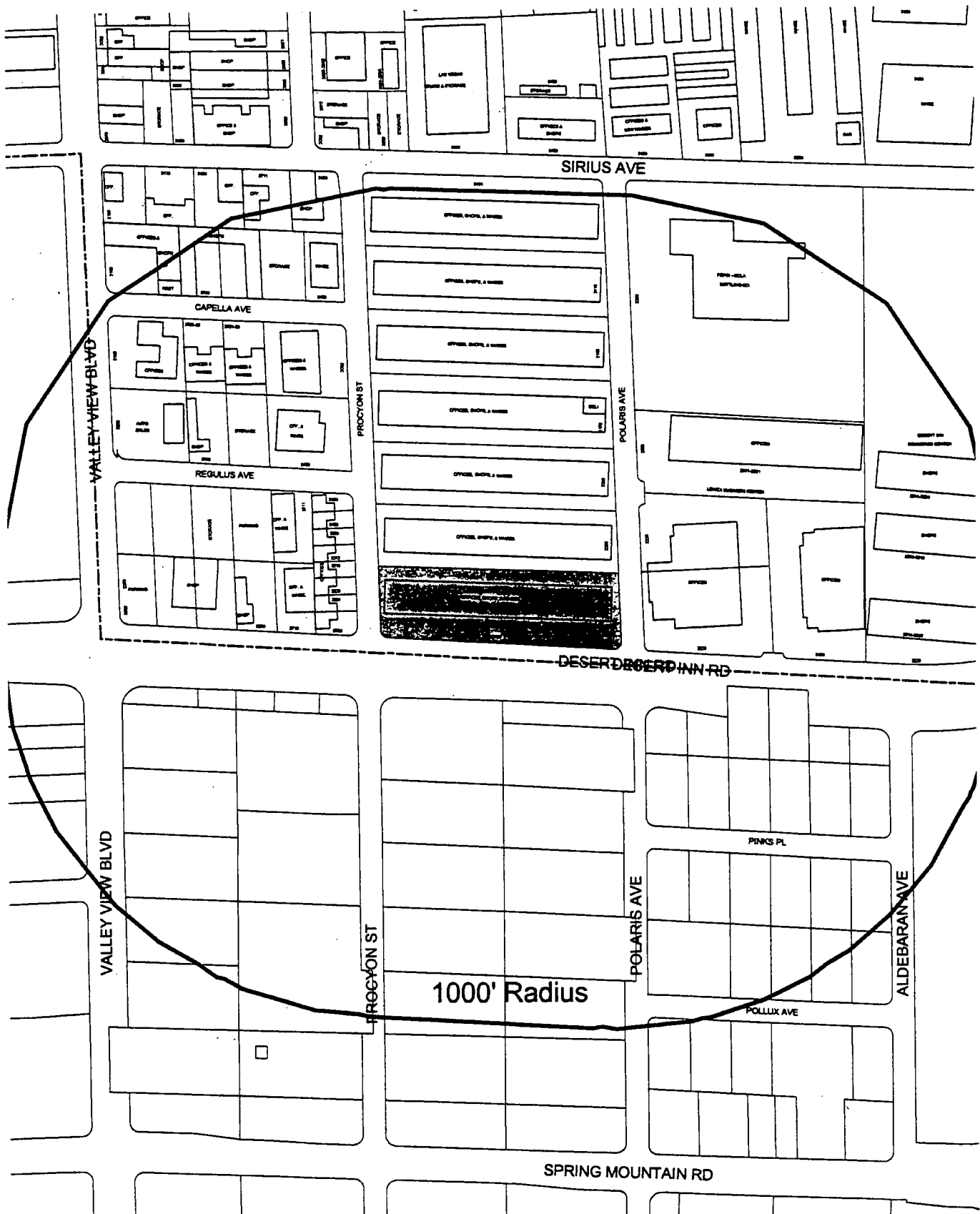
MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

Anytime Locksmith



0 200 400 Feet



City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of Change of Ownership, Business Name and Manager for a Class II Secondhand Dealer License, From: Morrow & Morrow, dba Children's Orchard (Rio Vista Plaza), Lillian C. Morrow and Brook S. Morrow, 100% jointly as husband and wife, To: Mari A. Alexander, dba Children's Orchard, 7035 West Ann Road, Suite 140, Mari A. Alexander, 100%, Alzenia O. Walls, Mgr - Ward 6 (Mack)

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

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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Change of Location and Reclassification for a Secondhand Dealer License subject to the provisions of the planning and fire codes, Steven Gibson, dba Steve's Buy N Sell, From: Class III Secondhand Dealer, 510 Las Vegas Blvd. South, To: Class II Secondhand Dealer, 625 Las Vegas Blvd., South, Steven R. Gibson, 100% - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Location and Reclassification of a Secondhand Dealer License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

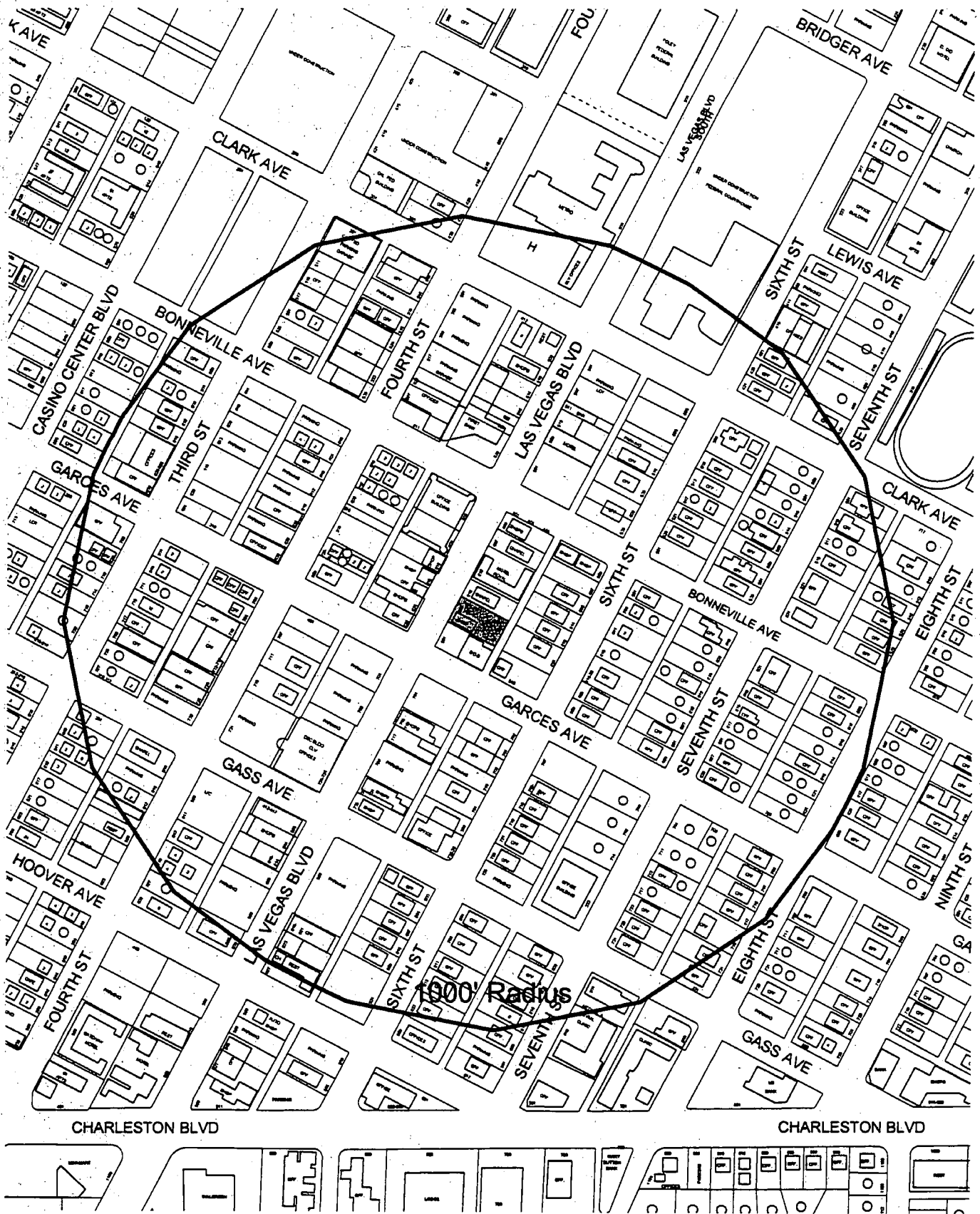
MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

Steve's Buy N Sell



City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Preapproval of Bid Number 02.1730.18-RC, Lewis Street Corridor Enhancements to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Estimated monetary amount of \$1,940,000 - Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$1,940,000**☒**Budget Funds Available****Dept./Division: Public Works/Engineering**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

The project is comprised of half street improvements from Casino Center to 4th St. and creation of an enhanced pedestrian corridor between 4th St. and Las Vegas Blvd. Improvements will consist of new pavement, curb, gutter, enhanced sidewalks, landscaping, street lights, uplights and a water feature between 4th St. and Las Vegas Blvd. The project also includes a traffic signal at 4th and Lewis and a pedestrian traffic signal at Las Vegas Blvd. and Lewis.

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 02.1730.18-RC, Lewis Street Corridor Enhancements to the lowest responsive and responsible bidder in the estimated monetary amount of \$1,940,000 and approve a construction conflicts & contingency reserve as set by Finance & Business Services.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 02.1730.18-RC

DATE of CONTRACT January 16, 2002

NAME AND ADDRESS OF CONTRACTOR

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

INDIVIDUAL

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE X
OF NEVADA

CONTRACT DESCRIPTION

Construction of curb, gutter, decorative sidewalks, landscape, new Ac pavement, miscellaneous decorative concrete work, a foot bridge and a water feature which includes a cascading wall and stream. Project limits are the North Half of Lewis Avenue from Casino Center to 4th Street and within an eighty-foot section between 4th Street and within an eighty-foot section between 4th Street and Las Vegas Boulevard.

AMOUNT OF CONTRACT (Express in words and figures)

ONE MILLION SEVEN HUNDRED FIFTY EIGHT THOUSAND, NINE HUNDRED AND FORTY FIVE DOLLARS.

\$1,758,945.

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 #02.1730.18-RC
Contract Drawings No. 107-V3502.
INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/01 THROUGH 9/30/02

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 (120) ONE HUNDRED TWENTY WORKING 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:

Acknowledge all Addendums and Dates

Addendum #1 – January 7, 2002

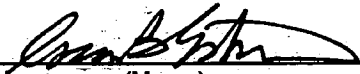
Addendum #2 – January 8, 2002

Addendum #3 – January 9, 2002

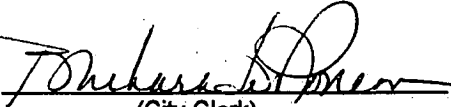
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

CONTRACTOR Las Vegas Paving Corp.

By 
(Mayor)

(Name of Contractor)

Attest 
(City Clerk)

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

APPROVED AS TO FORM:
Robert S. Silver 1-28-02
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 258298
DATE EXECUTED 1/22/02

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. 01.1730.18-BC for the project commonly known and entitled, to wit: LEWIS STREET CORRIDOR (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 \$1,758,945.00 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 22ND day of JANUARY, 20 02.

SIGNED this 22ND day of JANUARY, 20 02

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

LAYNE & ASSOCIATES

(Resident Agent)

10244

(State of Nevada, License Number)

LISA D. STEVENS 49803

(Appointed Agent Name)

By: [Signature]

(Signature)

Address: 2340 CORPORATE CIRCLE

HENDERSON, NV 89074

Telephone: 702-597-5110

CONTRACTOR: LAS VEGAS PAVING CORPORATION

Jay Smith, President
(Authorized Representative and Title)

By: [Signature]

(Signature to be notarized)

Surety: AMERICAN HOME ASSURANCE COMPANY

I0051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: [Signature]

(Signature to be notarized)

Address: 175 WATER STREET, 6TH FLOOR

NEW YORK, NY 10038

Telephone: 212-458-1615

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 258298
DATE EXECUTED 1/22/02

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. 01.1730.18-RC of the City for the project commonly known and entitled, to wit: LEWIS STREET CORRIDOR (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 \$1,758,945.00***** (\$) 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 thereon, or for amounts due under the state unemployment compensation laws with respect to such 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 no 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 JANUARY, 20 02.

SIGNED this 22ND day of JANUARY, 20 02

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

LAYNE & ASSOCIATES

(Resident Agent)

10244

(State of Nevada, License Number)

LISA D. STEVENS 49803

(Appointed Agent Name)

By: [Signature]

(Signature)

Address: 2340 CORPORATE CIRCLE

HENDERSON, NV 89074

Telephone: 702-597-5110

CONTRACTOR: LAS VEGAS PAVING CORPORATION

[Signature]
(Authorized Representative and Title)

By: [Signature]

(Signature to be notarized)

Surety: AMERICAN HOME ASSURANCE COMPANY

I0051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: [Signature]

(Signature to be notarized)

Address: 175 WATER STREET, 6TH FLOOR

NEW YORK, NY 10038

Telephone: 212-458-1615

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

GUARANTEE BOND

BOND NUMBER 258298
DATE EXECUTED 1/22/02

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. 01.1730.18-EC of the City for the project commonly known and entitled, to wit: LEWIS STREET CORRIDOR (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: LEWIS STREET CORRIDOR, 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 guarantees 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 JANUARY, 2002

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

LAYNE & ASSOCIATES

(Resident Agent)

10244

(State of Nevada, License Number)

LISA D. STEVENS 49803

(Appointed Agent Name)

By: Lisa D. Stevens

(Signature)

Address: 2340 CORPORATE CIRCLE

HENDERSON, NV 89074

Telephone: 702-597-5110

Telephone: 702-597-5110

(Local Agent)

Telephone: 212-458-1615

(Bonding Company)

CONTRACTOR: LAS VEGAS PAVING CORPORATION

Jay N Smith President
(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 Pinter

(Signature)

Address: 175 WATER STREET, 6TH FLOOR

NEW YORK, NY 10038

Telephone: 212-458-1615

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

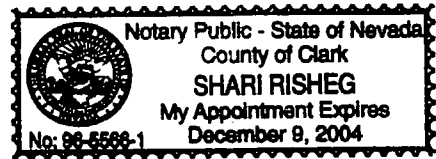
State of NEVADA

County of CLARK

On January 22, 2002, before me, SHARI RISHEG, 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.

Shari Risheg
Notary Public



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 15th day of October, 2001.

Michael C. Fay
Michael C. Fay, Vice President

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

On this 15th day of October, 2001 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.

Dorothy L. Parker

DOROTHY L. PARKER
Notary Public, State of New York
No. 01PA606031
Qualified in Richmond County
Commission Expires June 25, 03

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 22ND day of JANUARY, 2002



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

ACORD.	CERTIFICATE OF INSURANCE	ISSUED DAY (MM/DD/YY) 																		
PRODUCER 		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. <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> <th style="text-align: center;">BEST RATING</th> </tr> <tr> <td style="width:10%;">COMPANY LETTER</td> <td style="width:80%;">A</td> <td style="width:10%;"></td> </tr> <tr> <td>COMPANY LETTER</td> <td>B</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>C</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> <td></td> </tr> </table>	COMPANIES AFFORDING COVERAGE		BEST RATING	COMPANY LETTER	A		COMPANY LETTER	B		COMPANY LETTER	C		COMPANY LETTER	D		COMPANY LETTER	E	
COMPANIES AFFORDING COVERAGE		BEST RATING																		
COMPANY LETTER	A																			
COMPANY LETTER	B																			
COMPANY LETTER	C																			
COMPANY LETTER	D																			
COMPANY LETTER	E																			
INSURED 																				
COVERAGES																				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																				
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS															
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ 10,000,000 PRODUCTS-COMP/OP AGG. \$ 5,000,000 PERSONAL & ADV. INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$ COMBINED SINGLE LIMIT \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ AGGREGATE \$															
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$															
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM																			
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY																			
	OTHER ☐ BUILDING RISK/COURSE OF CONSTRUCTION INSURANCE																			
DESCRIPTION OF OPERATION, LOCATION, VEHICLES, SPECIAL ITEMS, BUILDING AND PERSONNEL INFORMATION SEE ATTACHED FORM GC-20-28																				
CERTIFICATE HOLDER			CANCELLATION OR COVERAGE REDUCED																	
SEE ATTACHED FORM GC-20-28			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL BE REQUIRED TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE																	
ACORD 25-S (7/90)			©ACORD CORPORATION																	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 85

DATE (MM/DD/YY)

LASVE-3

01/22/02

PRODUCER

Layne & Associates, Inc.
2340 Corporate Circle
Henderson NV 89074
Phone: 702-597-5110 Fax: 702-597-0159

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

Las Vegas Paving Corp.
4420 So. Decatur
Las Vegas NV 89103-5803

INSURER A: Northern Insurance Co.
INSURER B: Northern Insurance Co.
INSURER C: Great American Insurance A+XV
INSURER D: Fireman's Fund Insurance A+XV
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	CON33367708	08/01/01	08/01/02	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	
	☒ X C & U				PERSONAL & ADV INJURY	\$ 1,000,000	
	☒ Contractual				GENERAL AGGREGATE	\$ 2,000,000	
	ENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG	\$ 2,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY	CON33739526	08/01/01	08/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO				BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS						
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	☒ NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
C	EXCESS LIABILITY	TUU3579001-01	08/01/01	08/01/02	EACH OCCURRENCE	\$ 5,000,000	
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 5,000,000	
						\$	
	☐ DEDUCTIBLE					\$	
	☒ RETENTION \$ 10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CON33367708	08/01/01	08/01/02	☒ 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		
D	OTHER						
	Install Floater/ Builders Risk	MXI98379177	08/01/01	08/01/02	Project Limit	\$10,000,000 \$1,000 ded.	

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

Contract No.: Bid No. 01.1730.18-RC; Lewis Street Corridor LVPC#6490;
Contract Amount \$1,758,945. The City of Las Vegas is included as additional insured.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

or coverage reduced

CITY OF

City of Las Vegas
400 E. Stewart Avenue
Las Vegas NV 89101

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

AUTHORIZED REPRESENTATIVE

[Signature]

POLICY NUMBER: CON33367708

COMMERCIAL GENERAL LIABILITY

BID NUMBER & PROJECT NAME: 01.1730.18-RC LEWIS STREET COORIDOR LVPC PROJECT#6490

**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
400 E. STEWART AVE.
LAS VEGAS, NV 89101**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, 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 INSURANCE

OP ID 85

LASVE-3

DATE (MM/DD/YY)

01/22/02

PRODUCER

Layne & Associates, Inc.
2340 Corporate Circle
Henderson NV 89074
Phone: 702-597-5110 Fax: 702-597-0159

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

LAS VEGAS PAVING CORP.
4420 So. Decatur
Las Vegas NV 89103-5803

INSURER A: Safety National

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	ENL AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER					
	EXCESS WORKERS COMPENSATION	NXC0128893-03	08/01/01	08/01/02	Emp Liab	\$1,000,000
		STATUTORY PER OCCURRENCE			SIR	\$ 250,000

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

LVPC PROJECT#6490 -BID NO. 01.1730.18-RC LEWIS STREET COORIDOR

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

CITY OF

City of Las Vegas
400 E. Stewart Avenue
Las Vegas NV 89101

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

AUTHORIZED REPRESENTATIVE

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 28th

day of May, 1996

Wm. C. G. Gentry
Commissioner of Insurance

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the issuance of a blanket purchase order for annual requirements for the purchase of firefighter turnout gear (JDF) - Department of Fire & Rescue - Award recommended to: FIRST IN, INC. (\$400,000 - General Fund)

Fiscal Impact☐**No Impact****Amount: \$400,000**☒**Budget Funds Available****Dept./Division: Fire & Rescue**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This requirement is to facilitate the purchase of firefighter turnout gear based on the requirements of the Technical Specifications Committee to accommodate the increase in new firefighters and the replacement of used and damaged turnouts.

This item is exempt from competitive bidding under NRS 332.115.1(d), Equipment, which, by reason of training of the personnel or of an inventory of replacement parts maintained by the local government, is compatible with existing equipment.

POC: Chad Anderson - (800) 352-4266

RECOMMENDATION:

That City Council approve the issuance of a purchase order for firefighter turnout gear in the amount of \$400,000 to First In, Inc.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Use Agreement to utilize the City of Henderson Agreement EE335 for Regulated Services (KF) - Department of Information Technologies - Award recommended to: NEVADA DIVISION OF CENTRAL TELEPHONE COMPANY DBA SPRINT OF NEVADA (Estimated amount of \$180,000 over 3 years - Various Funds) - All Wards

Fiscal Impact☐**No Impact****Amount: \$180,000**☒**Budget Funds Available****Dept./Division: Information Technologies**☐**Augmentation Required****Funding Source: Various Funds****PURPOSE/BACKGROUND:**

This agreement will allow the City of Las Vegas to use the City of Henderson Agreement EE335 to provide regulated services such as ATM/Frame Relay Network, PRI ISDN and Point to Point T-1 services.

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

RECOMMENDATION:

That the City Council approve the use of City of Henderson Agreement EE335 for Regulated Services for the period from date of award to September 30, 2004 to Nevada Division of Central Telephone Company dba Sprint of Nevada in the estimated amount of \$180,000.

BACKUP DOCUMENTATION:

Use Agreement

MOTION:

BROWN - APPROVED Items 3 through 57 - UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:34)

1-931

USE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of October 2001, by and between the City of Las Vegas, a municipal corporation with the State of Nevada (herein the "City") and Nevada Division of Central Telephone Company, a Delaware Corporation, dba Sprint of Nevada (herein "Sprint").

RECITALS

WHEREAS, Sprint and the City of Henderson entered into that Agreement dated March 3, 1998, (herein the "Henderson T-1 Agreement") which provided for Point-to-Point T-1 services to be provided to the City of Henderson; and

WHEREAS, Subsequent thereto Sprint and the City of Henderson also entered into the Regulated Services Agreement identified as EE335 and approved by the City Council of the City of Henderson on September 22, 1999 (herein the "RS Agreement") which provides for ATM/Frame Relay Network services to be rendered to the City of Henderson; 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, pursuant to the authorization of NRS 332.195, the City entered into an agreement with Sprint dated May 3, 2000, (herein the "City's T-1 Agreement") incorporating the provisions of the T-1 Agreement; and

WHEREAS, the Henderson T-1 Agreement and the City's T-1 Agreement terminated as of April 4, 2001; and

WHEREAS, prior to the expiration of the Henderson T-1 Agreement, the Sprint and the City of Henderson executed an addendum to the RS Agreement dated March, 2001 (the "Addendum") which added PRI ISDN and Point-To-Point T-1 services to the services provided by Sprint to the City of Henderson; and

WHEREAS, the City seeks to enter into an Agreement with Sprint for the ATM/Frame Relay Network services, and the PRI ISDN and Point-to-Point T-1 services, using the RS Agreement and the Addendum previously entered into between Sprint and the City of Henderson to extent that these agreements are incorporated herein as a part of this Agreement.

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 covenants of the RS Agreement and the Addendum, attached hereto as Exhibits A and B and incorporated herein except for the following: (i) Section 3 of the RS Agreement is hereby modified to provide that this Agreement shall commence as of the date first set forth above and shall continue in force and effect until September 30, 2004 and (ii) Exhibit "A" attached to the RS Agreement and

Exhibit "A-1" attached to the Addendum are hereby replaced by Exhibit "C", attached hereto and incorporated as a part of this Agreement. The references in the RS Agreement to the "Company" and "Customer" shall be understood by the parties hereto to apply herein to Sprint and the City, respectively.

2. As required pursuant to NRS 332.195, Sprint hereby authorizes and consents to the City incorporating the terms, conditions and covenants of the RS Agreement and the Addendum as a part of this Agreement and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of both Agreements.

3. Any termination or expiration of the RS Agreement or the Addendum for any reason, including the City of Henderson's failure to exercise any or all of the options (if any) granted thereunder, shall have no effect on the term of this Agreement set forth in Section 1 above. Any options granted to the City of Henderson in the RS Agreement are also incorporated herein as a part of this Agreement and the failure to exercise any of such options shall have no effect on the options granted to the City under this Agreement.

4. The City reserves the right to terminate this Agreement in the same manner as provided pursuant to the terms of the RS Agreement.

5. Any change or modification to the RS Agreement or the Addendum between Sprint and the City of Henderson shall be applicable to the City if so agreed to in writing by the parties hereto. In the event that such change or modification adversely impacts the City, the City may terminate this Agreement.

6. All notices or other communications given in connection with this Agreement shall be made in writing and either delivered by fax to the telephone number provided below (provided telephonic confirmation is received) or in person, or via United States Postal Service, overnight courier service, or United Parcel Service to the following addresses:

Sprint:

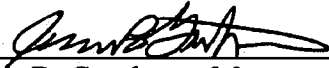
Central Telephone Company
Evelyn Ealy
380 South Valley View Boulevard
Las Vegas, Nevada 89107
PH: (702) 244-7723
Fax #: (702) 244-6870

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) 464-25659

7. Notwithstanding any of the foregoing, this Agreement shall not change or modify any of the provisions of the RS Agreement or the Addendum in effect between Sprint and the City of Henderson.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

"City"

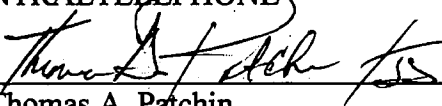
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sgroin 9-25-01
Date

NEVADA DIVISION OF
CENTRAL TELEPHONE

By: 
Thomas A. Patchin
Director of Business Sales

"Sprint"

APPROVED AS TO FORM:
SPRINT OF NEVADA

 9/25/01
Attesty Date

EXHIBIT A

EXHIBIT "A"

CONTRACT NO. EE335AGREEMENT

This Agreement is made and entered into this 22 day of September, 1999, by and between the Nevada division of Central Telephone Company, a Delaware Corporation, d/b/a Sprint of Nevada, ("Company"), whose address is 330 South Valley View Boulevard, Las Vegas, Nevada 89152, and City Of Henderson, _____ whose address is 223 Lead Street, _____ Henderson, _____ Nevada _____, Telephone # 702-565-2001 ("Customer").

IN CONSIDERATION of the mutual promises and other considerations contained herein, Company and Customer agree as follows:

1. Obligations of Company: Company agrees to provide to Customer all services for the provision and use of Company's _____ ATM / Frame Relay Network _____ services at the following location: See Exhibit A _____ . Company shall have sole responsibility to arrange, move, disconnect, remove and repair facilities and services provided under this Agreement.

2. Obligations of Customer: Customer shall provide all information and support required for timely installation and proper use of Company's services. Customer shall make full and timely payments as provided under this Agreement. Customer shall assure that Customer's use of the services provided by Company hereunder is at all times consistent with the use intended, lawful in all respects, and in such a manner as not to injure Company's network in any way.

3. Term: This Agreement shall commence on September 30, 1999, and shall terminate on September 30, 2004, unless the service is terminated earlier in accordance with the provisions of Paragraph 22 herein.

4. Charges: "Recurring Charges" and "Non-Recurring Charges" are shown on Exhibit A. Recurring Charges are billed monthly. Non-Recurring Charges are billed on a one-time basis. These charges will begin to accrue at the time such services have been activated and are functioning in accordance with the Company's service descriptions.

5. Service Additions: Customer may request additional quantities of the services provided under this Agreement, at the rates prevailing under the terms of this Agreement, by executing an order for such additional service ("Order"). Each Order, as accepted by Company, shall specify the agreed date on which activation of the services covered by that Order shall be completed.

From time to time, Company may offer, and Customer may seek, additional services not included under this Agreement. The rates, terms and conditions for the furnishing of such additional services may be added to this Agreement by means of an Addendum signed by both Customer and Company.

6. Terms and Execution: This Agreement includes the additional provisions stated on the Standard Terms and Exhibit(s) A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CENTRAL TELEPHONE COMPANY, d/b/a SPRINT OF NEVADA

By: _____

Name/Title: _____

Date: 12/20/99

Address for Notices:

Central Telephone Company,

d/b/a Sprint of Nevada

330 South Valley View Boulevard

Las Vegas, Nevada 89152 Las Vegas, Nevada 89101

Attention: Branch Manager-Business Sales

APPROVED AS TO FORM

Roger Moffitt, Esq.

City of Henderson

By: _____

Name/Title: James B. Gibson, MayorDate: 1-3-2000

Address for Notices:

City of Henderson

240 Water Street

Henderson, NV 89015

Attn: Penny Rogers

Please return the original Agreement to:

Central Telephone Company, d/b/a Sprint of Nevada

330 South Valley View Boulevard

Las Vegas, Nevada 89152

Attention: Sandy Whitehouse, Legal Department

ATTEST:

COUNCIL ACTION

DEC 21 1999

Monica M. Simmons
Monica M. Simmons, City Clerk

CONTRACT NO. EE335

STANDARD TERMS

7. Unsafe Conditions: The Company may refuse to install service or may discontinue and disconnect service without notice if at any time any of the lines, or any condition surrounding the use or location thereof, on the customer's premises are unsafe or likely to cause injury to any person using any telephone service.

8. Billing and Payment: Company will bill Customer for Recurring Charges and in arrears for Non-Recurring Charges. The rates quoted in Exhibit A do not include any applicable local, state, or federal taxes or surcharges. Company will bill Customer for reimbursement of taxes and surcharges.

Regardless of increases or decreases in the quantities of services ordered by Customer and provided by Company under this Agreement, Customer agrees that the total Recurring Charges which it must pay Company each month during the term of this Agreement (including any extension) shall be the greater of: (a) the monthly Recurring Charges for all services provided this month, or (b) seventy-five percent (75%) of the monthly Recurring Charges shown on Exhibit A.

Customer shall make payment on each bill to Company on the terms and within the time periods indicated on the bill, except for that portion of any Company bill which Customer disputes. If any amount due under this Agreement is received by Company after the payment due date or if any amount due under this Agreement is received by Company in funds not immediately available to Company on or before the payment due date, then a late payment charge of one and one-half percent (1-1/2%) per month shall be assessed. The Company will charge a fee of Twenty-five Dollars (\$25.00) for return of an unpaid check.

9. Disputed Billings: In the event that Customer disputes a portion of any of its monthly billings, it shall pay the undisputed portion of such billing in accordance with Paragraph 8. Customer will notify Company in writing of any disputed amounts. Upon receipt of Customer's notice, Company shall promptly make such investigation as shall be required and report the result of such investigation to Customer. If the investigation reveals that the charges are warranted, Company shall so notify the Customer in writing and the Customer shall pay the disputed portion of the billing within ten (10) days of Company's notice. If the Customer refuses to accept the results of Company's investigation upholding the disputed charges, the Customer shall provide Company with a written notice of intent to seek further remedies within ten (10) days of Company's written notice. If the dispute cannot be satisfactorily resolved by Company and Customer, Company and Customer may pursue their respective remedies as set forth herein.

10. Liability of Company for Interruption of Service: The liability, if any, of Company arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption, suspension or other failure in connection with furnishing service, facilities, or maintenance shall in no event exceed the total fixed charges for the service or facility for the period out of service. Company shall not be liable, nor shall any credit be given to a Customer, for any interruption of less than twenty-four (24) hours or which is: (i) caused by the willfulness or negligence of the interexchange carrier, the Customer, or any entity other than Company; (ii) due to the failure of equipment, systems or services provided by the Customer or any entity other than Company; (iii) during periods when the Customer elects to use the

service on an impaired basis; or (iv) a group of interruptions, resulting from a common cause, for amounts less than one dollar (\$1.00).

11. Warranty: Company warrants to Customer that each technician who is assigned by Company to provide service pursuant to this Agreement shall possess sufficient technical training to enable him or her to diagnose, maintain and repair such services. Without limitation, the warranties of merchantability and fitness for a particular purpose are expressly disclaimed by Company. Customer shall be solely responsible for the selection, use, efficiency and suitability of the services provided under this Agreement, and Company shall have no liability therefor.

12. Limitation Of Liability: The liability of Company under this Agreement, if any, shall be limited to the extent provided in Paragraph 10 of this Agreement and this Paragraph 12. Further, Company accepts liability for detachment or damage to the Customer's premises resulting from the furnishing of a service, the installation and removal of equipment and wiring, or the existence of Company's facilities on such premises, only when such detachment or damage is caused solely by the gross negligence of Company.

Company shall not be liable for any error, omission or other failure in connection with directory listings furnished without additional charge in the directory or information service. The Customer agrees to hold Company free and harmless of and from any claims, loss, damage or liability which may result from such errors, omissions, or other failures. The liability, if any, of Company for any error, omission or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the total amount charged and paid by the Customer for that listing during the effective life of the directory in which the error or omission was made.

Moreover, in no event shall Company be liable to Customer for, and Company is hereby released from liability for, any special, indirect, incidental or consequential damages, including, without limitation, lost profits, damage to business reputation, lost opportunity or commercial loss of any kind or any other type of damages of a similar or dissimilar nature, which results from the use of the inability to use the service which is contemplated herein, or which arises from or relates to this Agreement or from the breach by Company of any of Company's obligations under this Agreement, even if Company has been advised of the possibility of such damages.

13. Damages: The Customer shall reimburse Company for damages to Company facilities caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of Company's facilities, or due to malfunction of any facilities or equipment provided by any entity other than Company. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

14. Dispute Resolution: Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties are unable to resolve through direct negotiations, shall promptly be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association. If the parties are unable to resolve the dispute controversy or claim through mediation, then the matter shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the

CONTRACT NO. EE335

American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may, upon application of either party, provide for discovery pursuant to the Nevada Rules of Civil Procedure. The arbitration shall be conducted in Clark County, Nevada. The prevailing party, as part of the mediation or arbitration award shall be awarded its fees and costs, including attorney fees.

15. Assignment: Customer shall not have the right to assign its rights in this Agreement without the prior written approval of the Company.

16. Binding Effect: Subject to the provisions of Paragraph 15, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17. Waiver: The waiver in writing by either party of any right granted to it shall not operate as a waiver of any other right or future breach of any such provision or any other provision hereof. The failure to enforce any provision of this Agreement shall not constitute a waiver of either party's right hereunder unless such waiver shall be in writing signed by both parties to this Agreement.

18. Entire Agreement: This Agreement comprises the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties, including, without limitation, any letter of intent, letter of memorandum of understanding, or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by all parties.

19. Notice: All notices or other communications given in connection with this Agreement shall be made in writing and either delivered in person, or by a recognized overnight courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, and return receipt requested, to the parties at the addresses indicated on the first page of this Agreement. Such communications shall be effective upon receipt or four (4) days after mailing. The notice address, as provided herein, may be changed by written notice given as provided above.

20. Severability: In the event that any of the terms of this Agreement or the application of any such term shall be held to be invalid by any court of competent jurisdiction, the remaining terms of this Agreement, or their application shall not be affected thereby, shall remain in full force and effect.

21. Force Majeure: Company shall be excused for any failure, delay or interruption in performing its obligations hereunder that is due to causes or conditions beyond its control, including, without limitation, acts of God, elements, weather conditions, earthquakes, settlements, fire, accidents, sabotage, power failures, cable cuts, acts or omissions of governmental authorities (including regulatory authorities and courts), shortages of labor and materials, acts of third parties for which Company is not responsible, injunctions, labor disputes of every kind (including those which affect Company or its contractors, suppliers or sub-contractors), or any other condition or circumstance, whether similar to or different from the foregoing, which is beyond the control of Company or which cannot be prevented or remedied by reasonable effort and at reasonable expense.

22. Termination With Cause By Company: Company may terminate this Agreement without further notice to Customer if Customer is in arrears in the payment of any undisputed amount which is due hereunder for more than

forty-five (45) days from the date of the bill therefor or in less than forty-five (45) days when in the judgment of Company Customer lacks the financial ability to perform under this Agreement or the account is of a financially hazardous nature. Company also may terminate this Agreement without further notice to Customer if Company reasonably determines that Customer is misusing or abusing the service or is using such service for an unlawful purpose or if Customer is in default of this Agreement.

23. Governing Law: This Agreement shall be governed by the laws of the State of Nevada.

24. Legal Compliance: The parties agree that this Agreement will be carried out in compliance with all local, state, and federal laws, regulations and decisions.

25. Effective Date: This Agreement shall become effective on the date last written above.

Exhibit "A"

LIST OF RECURRING CHARGES

<u>Quantity</u>	<u>Description</u>	<u>Monthly Cost</u>	<u>Total monthly cost</u>
1	ATM circuit	\$ 1,901.00	\$ 1,901.00
1	ATM circuit	\$ 1,901.00	\$ 1,901.00

Note: Cost does not include taxes or applicable surcharges.

Total value of 60 months ATM / Frame Relay service Contract as proposed is \$ 228,120.00

LIST OF NON - RECURRING CHARGES

Service Order	\$ 25.85
Premise Visit	\$ 29.00
ATM / Frame Relay	\$ 3,202.00

EXHIBIT B

ADDENDUM TO REGULATED SERVICES AGREEMENT

THIS ADDENDUM is made and entered into this _____ day of March, 2001, by and between the Nevada division of **CENTRAL TELEPHONE COMPANY**, a Delaware corporation, dba **Sprint of Nevada** ("Company"), and the **CITY OF HENDERSON** ("Customer").

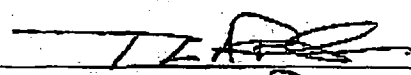
Pursuant to Paragraph 5 of that Regulated Services Agreement No. EE335, dated September 22, 1999 ("Agreement"), the parties hereby add **PRI ISDN** and **POINT-TO-POINT T-1** services and charges, as shown on Exhibit A-1 attached. Such additional services and charges shall commence April 4, 2001, and shall terminate on September 30, 2004; unless the service is terminated earlier in accordance with the provisions of the Agreement.

Except as otherwise set forth herein, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto being duly authorized have executed this Addendum as of the day and year first hereinabove written.

**CENTRAL TELEPHONE COMPANY,
dba SPRINT OF NEVADA**

CITY OF HENDERSON

By: 

By: _____

Print Name: THOMAS A. PATWIN

Print Name: _____

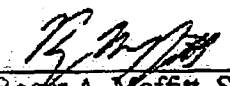
Title: VICED

Title: _____

Dated: 4/16/01

Dated: _____

APPROVED AS TO FORM:


Roger A. Moffitt, Sprint Attorney

Please return a signed copy of this Addendum to:
Sprint/Central Telephone Company
ATTN: BCAC-BMO
330 South Valley View Boulevard
Las Vegas, Nevada 89107

0141

In?

Exhibit "A-1"

City Of Henderson
PRI ISDN & POINT TO POINT T1 SERVICE-
42 MONTH TERM AGREEMENT

LIST OF RECURRING CHARGES

<u>T1 Service Address</u>	<u>Monthly</u>	<u>Qty</u>
993-1264 240 Water St to 2600 N Green Valley Pkwy	\$364.00	1
993-1265 240 Water St to 1300 W Sunset Rd #1401	\$364.00	1
993-1266 240 Water St to 4410 E Sunset Rd	\$364.00	1
993-1298 240 Water St to 6330 S Eastern Av #7	\$354.80	1
993-2074 240 Water St to 601 College Drive	\$208.00	1
993-2075 240 Water St to 100 Burkholder	\$208.00	1
993-2076 240 Water St to 2300 Pebble St	\$377.80	1
993-2077 240 Water St to 599 Greenway Road	\$208.00	1
993-2078 240 Water St to 400 N Valle Verde Drive	\$364.00	1
993-2624 240 Water St to 401 Parkson Road	\$208.00	1
997-2672 414 Water St to 2400 Moser Drive	\$208.00	1
997-7585 240 Water St to 2400 Moser Drive	\$208.00	1
997-7953 240 Water St to 486 Gibson Road	\$208.00	1
993-4170 240 Water St to 1951 Silver Springs Pkwy	\$372.00	1
60DHZC341383 240 Water St to 891 Coronado Center Dr	\$377.80	1
60dhzc321960 243 Water St to 1575 Galleria Rd	\$364.00	1
60dhzc290046 243 Water St to 1550 Amador Lane	\$208.00	1
60hcsc590247 240 Water st to 405 Van Wagon St	\$208.00	1
60hcsc280160 240 Water St to 96 Rue La Flame	\$208.00	1
60hcsc279640 240 Water St to 10 Water St	\$208.00	1
60lpzc3341610 & 61 (2 PRI Spans) to 240 Water St	\$625.00	2
 Subtotal of Monthly	 \$6,840.40	
 Sprint waives installation of \$357.24 each circuit for 42month contract		
 Contract Value (42 mo X \$6840.40)	 \$287,296.80	

0142

EXHIBIT C

EXHIBIT C

LOCATION	DESCRIPTION	QTY	EACH	TOTAL
702-229-6011	Primary Rate ISDN	15	500.50	7,507.50
	Back-up D Channels	5	47.50	237.50
	DID Numbers 1st 100	1	50.00	50.00
	Each Add'l Group of 50	45	25.00	1,125.00
	BRI Lines	40	39.16	1,566.40
	Centrex Lines -	908	10.68	9,697.44
	Group Feature Charge	1	300.00	300.00
	Centrex 4 digit dial	1166	0.50	583.00
	Message Line Boxes	5	17.95	89.75
	Message Line Boxes	21	8.95	187.95
	Message Line Boxes	13	6.95	90.35
702-382-3001	Centrex Lines -	221	10.68	2,360.28
	BRI Lines	1	39.16	39.16
	Message Line Boxes	5	8.95	44.75
702-638-6348	Centrex Lines	37	10.63	393.31
702-648-0285	Centrex Lines	12	10.63	127.56
702-382-4347	BRI Lines	11	39.16	430.76
702-093-1616	Pt to Pt T-1 Service	10		2,312.20

SUB-TOTAL VOICE MONTHLY RECURRING CHARGES

27,142.91

*This does not include 1B lines, Analog Trunks or 2/4 wire Circuits.

702-090-3481	ATM CIRCUIT Access Line	8	875.00	\$7,000.00
	ATM CIRCUIT Port Connection	8	645.00	5,160.00
	ATM CIRCUIT Initial Bandwidth	8	81.00	648.00
	ATM CIRCUIT Add'l. Bandwidth	22	10.00	220.00
	T1 Mileage	99	4.40	435.60
	56K Mileage	3	2.04	6.12
	56K Channel Mileage	2	29.70	59.40
	T1 Channel Mileage Term	82	33.60	2,755.20
	DS3 Mileage	1	69.00	69.00
	DS3 Channel Mileage Term	1	276.00	276.00
	T1 Channel Term	41	104.00	4,264.00
	DS3 Channel Term	3	964.00	2,996.00
	DS3 T1 Channel Bank	3	414.00	1,242.00
	56K Channel Term	2	84.63	169.26

SUB-TOTAL VOICE MONTHLY RECURRING CHARGE

\$27,142.91

SUB-TOTAL DATA MONTHLY RECURRING CHARGE

\$25,196.58

TOTAL MONTHLY RECURRING CHARGE

\$52,339.49

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 020004-KF, Plasma Monitors - Fire and Rescue - Award recommended to: IDEX DISPLAYS (\$47,454 - Metropolitan Medical Response System Special Revenue Fund)

Fiscal Impact☐**No Impact****Amount: \$47,454**☒**Budget Funds Available****Dept./Division: Fire and Rescue**☐**Augmentation Required****Funding Source: MMRS Special Revenue Fund****PURPOSE/BACKGROUND:**

This request will provide for Eleven (11) Plasma Monitors to be used by Fire Rescue and all area hospitals as part of our Medical Response System.

POC: Allen Cohen - (973) 584-7515, ext. 14

RECOMMENDATION:

That the City Council approve the award of Bid Number 020004-KF, Plasma Monitors to Idex Displays in the amount of \$47,454.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of the issuance of a purchase order for the purchase, installation and maintenance of a VisiCAD Data Archiving & Purging Software Module for Fire & Rescue (CW) - Department of Fire & Rescue - Award recommended to: VISICAD, INC. (\$31,300 - Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$31,300**☒**Budget Funds Available****Dept./Division: Fire & Rescue/Communications**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase, installation and maintenance of a VisiCAD data archiving & purging software module for the Fire & Rescue Communication Division. This module will enable the Communications Center to archive and purge data thus allowing the existing data system to operate with sufficient storage memory and necessary responsiveness.

This item is exempt from the competitive bidding requirements pursuant to NRS 332.115.1(h), Software for computers.

POC: Bill Kerr - (858) 799-7000

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for the purchase, installation and maintenance of a VisiCAD Data Archiving & Purging Software Module for Fire & Rescue to VisiCAD, Inc. in the amount of \$31,300.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICE****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 01.15341.29-LED, Furnish & Install Detention Facility Voice Logging System Upgrade - Department of Public Works - Award recommended to: SUPERIOR BUSINESS COMMUNICATIONS (\$30,652 - Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$30,652**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

The work to be completed includes disconnection of existing logging equipment and installation, cabling and connection of new voice logging equipment to be mounted in existing equipment racks utilizing existing wireways. Work included is contained within the control center and related equipment/electrical rooms in the visitation building of the City of Las Vegas Detention Facility located at 3200 Stewart Avenue.

POC: David Whittaker - (702) 364-2060

RECOMMENDATION:

That the City Council approve the award of Bid Number 01.15341.29-LED, Furnish & Install Detention Facility Voice Logging System Upgrade to Superior Business Communications in the amount of \$30,652.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 01.15341.29-LED

DATE of CONTRACT OCTOBER 17, 2001

NAME AND ADDRESS OF CONTRACTOR

Superior Business Communications
5818 W. Spring Mountain Rd. #214
Las Vegas, NV 89146

INDIVIDUAL ☒

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☐
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Furnish & Install Detention Facility Voice Logging System Upgrade** all in strict accordance terms, conditions, and specifications of **Formal Bid 01.15341.29-LED**, and **Superior Business Communications** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Thirty Thousand Six Hundred Fifty-Two Dollars

\$30,652

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 01.15341.29-LED

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/01 THROUGH 9/30/02

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 **NINETY (90) CALENDAR DAYS** AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of
FIVE HUNDRED (\$500) DOLLARS PER CALENDAR DAY
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

August 9, 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

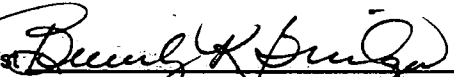
CONTRACTOR Superior Business Communications

By


(Mayor)

(Superior Business Communications)

Attest


(City Clerk)

APPROVED AS TO FORM:


11-21-01 Date

By


(Signature)
DAVID WHITAKER
VICE PRESIDENT
(Title)

Attest:

(Secretary)

INSTRUCTIONS

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

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO.: SP_22700217

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Donald L. Whittaker dba Superior
Business Communications
1610 Montclair Avenue, Suite B
Reno, NV 89509

SURETY (Name and Principal Place of Business):

Western Surety Company
PO Box 5077
Sioux Falls, South Dakota 57117-5077

OWNER (Name and Address):

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

CONSTRUCTION CONTRACT

Date:

Amount: \$ 30,652.00

Description (Name and Location): Furnish & Install Detention Facility Voice Logging
System Upgrade

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$ 30,652.00

Modifications to this Bond:

☒ None☐ See Page 6**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Donald L. Whittaker dba
Superior Business Communications

Signature: Donald L. WhittakerName and Title: President**SURETY**

Company: (Corporate Seal)

Western Surety Company

Signature: John D. Weisbrot

Name and Title: John D. Weisbrot
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

ATKIN & PRATER, INC.
1320 South Casino Center Boulevard
Las Vegas, Nevada 89104 (702) 385-3453

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

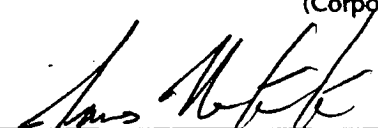
SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature:  _____

Name and Title: Nevada Agent #65115

Address: ATKIN & PRATER, INC.

1520 South Casino Center Boulevard

Las Vegas, Nevada 89104

James Newkirk

POWER OF ATTORNEY

(Irrevocable)

BOND No. SP- 22700217

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO 2 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	JOHN G WEISBROT

in the City of NEW HOPE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE BID, PERFORMANCE, AND/OR PAYMENT BOND PROVIDING THE BOND PENALTY DOES NOT EXCEED THREE MILLION AND NO/100 DOLLARS (3,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

OCTOBER 31, 2006, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Senior Underwriting Officer, Underwriting Officer, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

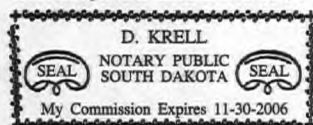
IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Executive Vice President with its corporate seal affixed this 2nd day of April, 2001.

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

By Stephen T. Pate
Executive Vice President

On this 2nd day of April, in the year 2001, before me, a Notary Public, personally appeared Stephen T. Pate, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell
Notary Public, South Dakota

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

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this 14th day of November, 2001

WESTERN SURETY COMPANY

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

By Stephen T. Pate
Executive Vice President

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2000

ASSETS

Bonds	\$ 406,148,694
Stocks	43,932,894
Cash & short-term investments	6,504,371
Other invested assets	257,991
Receivable for securities	10,406,269
Agents balances or uncollected premiums	49,798,269
Reinsurance recoverable on loss payments	7,214,331
Electronic data processing equipment	3,806,162
Interest, dividends and real estate income due and accrued	6,503,051
Other assets	558,987
Total Assets	<u>\$ 535,131,019</u>

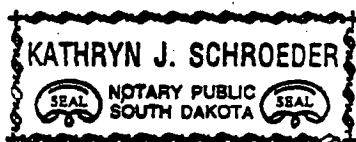
LIABILITIES AND SURPLUS

Losses	\$ 70,544,055
Reinsurance payable on paid loss and loss adjustment expenses	4,084,979
Loss adjustment expense	34,228,658
Other expense	13,753,544
Taxes, licenses and fees	957,911
Federal income tax payable	412,042
Unearned premiums	191,711,333
Policyholders dividends declared and unpaid	716,036
Excess of statutory reserves over statement reserves	2,548,000
Retroactive reinsurance reserve assumed	34,148,414
Other liabilities	13,281,080
Total Liabilities	<u>366,386,052</u>

Surplus Account:

Capital paid up	\$ 4,000,000
Gross paid in & contributed surplus	106,864,948
Unassigned funds	<u>57,880,019</u>
Surplus as regards policyholders	\$ 168,744,967
Total Liabilities and Capital	<u>\$ 535,131,019</u>

I, Phil Lundy, Vice President, Secretary and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2000, as filed with the various Insurance Departments and is a true and correct statement of the condition of the Western Surety Company as of that date.



Western Surety Company

By Phil Lundy
Vice President, Secretary, Treasurer

Subscribed and sworn to me this 21 day of February, 2001.

My commission expires:

Kathryn J. Schroeder
Notary Public

CERTIFICATE OF INSURANCE

This certifies that



- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

insured the following policyholder for the coverages indicated below:

CITY COUNCIL MEETING OF OCTOBER 17, 2001

Pg. 106

Name of policyholder

WHITTAKER, DONALD

Address of policyholder

1610 MONTCLAIR AVE. STE. B RENO NV 89509

Location of operations

Description of operations

SUPERIOR BUSINESS COMMUNICATION

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
91-46-1057-8F	Comprehensive Business Liability	4-24-01	4-24-02	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations			Each Occurrence \$ 1,000,000.00
	☒ Contractual Liability			General Aggregate \$
	☐ Underground Hazard Coverage			Products - Completed \$
	☐ Personal Injury			Operations Aggregate
	☐ Advertising Injury			
	☐ Explosion Hazard Coverage			
	☐ Collapse Hazard Coverage			
	☐			
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	☐ Umbrella	Effective Date	Expiration Date	(Combined Single Limit)
	☐ Other			Each Occurrence \$
				Aggregate \$
98-B4-8915-9F	Workers' Compensation and Employers Liability	4-5-01	4-5-02	Part 1 STATUTORY Part 2 BODILY INJURY
				Each Accident \$ 100,000.00
				Disease Each Employee \$
				Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

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

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

George Maldonado
Signature of Authorized Representative
Agent
Title
10-4-01
Date

Agent's Code Stamp

AFO Code G. MALDONADO 2114
N. NEVADA F756

*****ADDITIONAL INSURED

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Software Support Agreement between Tritech Software Systems and the Combined Communications Center operated by the City of Las Vegas for the CAD/RMS computer system (\$186,306 - Internal Service Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$186,306**☒**Budget Funds Available****Dept./Division: Fire & Rescue/Communications**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

Tritech Software Systems is currently our vendor to maintain the CAD/RMS computer system software. However, this is technically not considered a renewal because the current contract has Clark County Fire Department's name on the agreement since they were originally the lead agency on this project. Our legal department has made all the appropriate changes in the new agreement with the Combined Communications Center name added. The funding for this software agreement is in the Combined Communications Center's operating budget which is administered by Las Vegas Fire & Rescue. This is a shared cost with Clark County and North Las Vegas.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Software Support Agreement

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931



TriTech Software Systems
9860 Mesa Rim Road
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
Email: sales@tritech.com

SOFTWARE SUPPORT AGREEMENT

BETWEEN

TRITECH SOFTWARE SYSTEMS

AND

LAS VEGAS FIRE AND RESCUE

SOFTWARE SUPPORT AGREEMENT TABLE OF CONTENTS

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SOFTWARE SUPPORT AGREEMENT

Client: Combined Communications Center
(Operated by the City of Las Vegas, Department of Fire and Rescue)
Address: 500 N. Casino Center Blvd.
City, State, Zip: Las Vegas, NV 89101
Phone, Fax: (702) 229-0237, fax (702) 384-1667
Contact Name: Louis Amell

This Agreement is made by and between TriTech Software Systems, referred to as "TriTech", with offices at 9860 Mesa Rim Road, San Diego, California 92121 and Client named above, referred to as "Client".

A. WHEREAS, TriTech and Clark County, Nevada ("Clark County") entered into a CAD System Purchase Agreement dated October 22, 1998, (the "Purchase Agreement"), and a Software Support Agreement ("Clark County Software Support Agreement") for the provision of Software Support for the TriTech Software, the Designated Location for such TriTech Software being Client's facilities located at the address above;

B. WHEREAS, Clark County has requested that TriTech terminate the Clark County Software Support Agreement at the end of Clark County's current annual support period, and Client and TriTech directly enter into a Software Support Agreement to provide Software Support for the TriTech Software;

C. WHEREAS, this Software Support Agreement is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 TERM

The initial term of Software Support services provided under this Agreement shall begin at the end of Clark County's current support period and end twelve (12) months thereafter as further stated in Addendum A. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. On or before the expiration of the then current support period, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Agreement for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement shall be the amount specified in Addendum A hereto, payable without deduction or offset pursuant to TriTech's invoices, which shall be due and payable on receipt. The Software support fees for subsequent support terms shall be subject to the agreement of the parties as to the terms and conditions thereof, including but not limited to the support fees therefore, as well as Client's approved budgeted appropriation of funds for TriTech.

3.2 TriTech shall notify Client at least sixty (60) days prior to the end of a support term of the Software Support fees for the next succeeding annual term subject to Client's approved budgeted appropriation of funds for TriTech. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term. TriTech support fees shall be subject to change on an annual basis.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client upon receipt of TriTech's invoice for such expenses subject to the limitations contained in Addendum C.

3.4 If the parties are unable to agree as to the fees, terms and conditions for any annual support term, Software Support may be rendered by TriTech on a time and material basis, at TriTech's then current rates for consulting and support plus expenses and Update license fees, subject to Client's approved budgeted appropriation of funds for TriTech. If Client ceases to utilize annual Software Support for a period longer than ninety (90) days, TriTech reserves the right to charge a support resumption fee in addition to its then current annual support fee or support rates, as applicable, to cover the additional effort required to resume Software Support after the interruption, subject to Client's pre-approved budgeted appropriation of funds for TriTech.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one percent (1%) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice subject to Client's pre-approved budgeted appropriation of funds for such taxes.

4.0 TELEPHONE SUPPORT

TriTech will provide Telephone Support service twenty-four (24) hours a day, seven (7) days a week as more fully described in Addendum B. Client will ensure that only personnel properly trained in the operation and usage of the TriTech Software will utilize the Telephone Support service.

5.0 SOFTWARE ERROR CORRECTION

If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall immediately notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will correct the Software Error(s) in accordance with Addendum B. Notwithstanding the foregoing, TriTech may, at its discretion, reasonably applied, correct Low Priority Software Errors (as that term is used in Addendum B), in a future Update to the TriTech Software. If TriTech is unable to reproduce the Software Error and it is necessary to travel to Client's site to reproduce it, Client shall pay TriTech's travel expenses incident to the on-site visit. If the reported problem is determined to have been caused by Equipment, Third Party Software or a Third Party Product, or is otherwise not attributable to the TriTech Software, Client shall, in addition, pay TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering subject to Client's pre-approved budgeted appropriation of funds for TriTech.

6.0 SOFTWARE UPDATES

From time to time at TriTech's discretion, Updates to the TriTech Software and Release Notes documenting the Updates will be developed and provided to Client. All Updates and their accompanying Release Notes shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new CAD products or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current production version thereof that is offered to Client. If Client does not implement the most current production version when it is made available, TriTech shall only be obligated to provide

Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Third Party Software, Third Party Product or Equipment by Client or a third party whether or not permitted hereunder.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for seeking approval for loading third party software on a CAD Workstation are set forth in paragraph 7.4 of this Agreement. As provided in said provision, software that is not provided by TriTech shall not be loaded on a CAD Server.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements specified in the Purchase Agreement or in the TriTech Documentation, by failure of Client to provide and maintain the site and facility requirements described in the Purchase Agreement, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment listed in the Purchase Agreement.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up to date virus checking software and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the CAD System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software (but not client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the CAD system.

7.3.6 Problems in the TriTech Software are caused by Third Party Software, including but not limited to operating system software.

7.3.7 Problems in the TriTech Software are caused by lack of Year 2000 Compliance of hardware, firmware, software, data or other facilities manufactured, developed and/or otherwise provided by Client or third parties, including but not limited to Equipment, Third Party Software or Third Party Products.

7.3.8 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Third Party Software or Third Party Products), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time during any Software Support term, Client desires to load on a CAD Workstation any software not provided by TriTech, it shall, before loading such software, contact the TriTech Technical Services Department at the telephone numbers listed in Addendum B for purposes of seeking approval therefore. Such action shall not constitute approval, express or implied, unless approval for the loading of specific software on a CAD Workstation has been provided to Client in writing by TriTech's Manager of Technical Services. Client shall provide information about the software proposed to be loaded as requested by the Technical Services Department. Until such specific written approval by TriTech's Manager of Technical Services is received, the software shall not be loaded on any CAD Workstation. In no event will such software be loaded on a CAD Server. Approval by TriTech for the loading of such software on a CAD Workstation shall not constitute approval, express or implied, for loading such software on a CAD Server, or for loading other software on a CAD Workstation. Approval by TriTech pursuant to the foregoing shall not constitute any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Violation of this provision may seriously degrade the CAD System, shall void all warranties under the Purchase Agreement or Software Support obligations under this Agreement, and shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the CAD System, the TriTech Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto. In the event TriTech exercises its rights to discharge and release its obligations under this paragraph it shall refund the Client the balance of any monies prepaid on a monthly pro rata basis.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Third Party Software, Third Party Products or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

8.0 EQUIPMENT, THIRD PARTY SOFTWARE AND THIRD PARTY PRODUCTS

8.1 Maintenance and support for Equipment provided under the Purchase Agreement is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as

provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Third Party Software and/or Third Party Products sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers. If Client determines that an item of Third Party Software or a Third Party Product provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 Pursuant to Nevada Revised Statutes Section 41.0321(2), Client, its officers and employees shall be immune from any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by Client, its officers or employees, regardless of the cause of the error.

9.3 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative procedure as a remedy with respect to any dispute, controversy or claim arising from or relating to this Agreement or its breach. The term "Arbitrable Dispute" means any dispute, controversy or claim arising under or related to this Agreement.

10.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

10.3 If the negotiations described above do not resolve the Arbitrable Dispute within sixty (60) days of the initial written request, the Arbitrable Dispute shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association (the "Association"). If the Arbitrable Dispute is not completely resolved in such mediation, any remaining issues may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall (unless otherwise agreed by the parties) be held in the county of the principal place of business of the Client. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the Arbitrable Dispute by issuing a reasoned decision. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. Notwithstanding anything to the contrary herein, the arbitrator shall have the power, concurrent with a court of competent jurisdiction, to award provisional relief such as a temporary restraining order or a preliminary injunction. The times specified in this Section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause.

10.4 The mediator and/or arbitrator shall be selected from the national panel of arbitrators of the American Arbitration Association with expertise in computer law and technology. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address.

10.5 The arbitrator shall have the power at the arbitrator's discretion to appoint a Special Master or consultant for the purpose of analyzing technical issues and preparing a report to the arbitrator of such analysis, and performing such other tasks as the arbitrator(s) may deem necessary for a fair and proper determination of the issues submitted to arbitration. The costs of the services of such Special Master or consultant shall be shared equally by the parties.

11.0 SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0 ENTIRE AGREEMENT

This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements,

representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0 APPLICABLE LAW

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Nevada without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

17.0 ASSIGNMENT

Subject to the provisions of Nevada Revised Statutes section 332.095, TriTech may assign this Agreement entirely in its discretion upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:

Las Vegas Fire and Rescue
500 N. Casino Center Blvd.
Las Vegas, NV 89101
Attn: Louis Amel

To TriTech:

TriTech Software Systems
9860 Mesa Rim Road
San Diego, Calif. 92121
Attn: Christopher D. Maloney,
President

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

19.7 THE PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

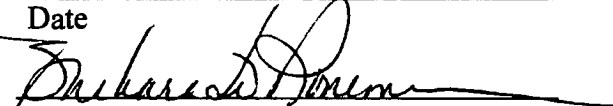
LAS VEGAS FIRE AND RESCUE


Accepted By (Signature)

OSCAR B. GOODMAN
Printed Name

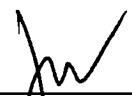
MAYOR
Title

10-19-2001
Date


BARBARA JO RONEMUS, City Clerk


Approved as to form Date 10/5/01

TRITECH SOFTWARE SYSTEMS


Accepted By (Signature)

John Lines
Printed Name

Chief Development Officer
Title

10/04/01
Date

ADDENDUM A**SUPPORT FEES**

Based on the following licenses, the support fee for the initial annual support period will be \$186,306, including annual source code escrow fee, (this amount does not, however, include software not yet installed, or prorated amounts as shown in the notes below). Prior to the end of the then current support period, TriTech will forward an invoice to Client for the annual support fee. The initial annual support period will become effective November 1, 2001 and end October 31, 2002.

SOFTWARE	NUMBER OF LICENSES	VALUE
VisiCAD Fire/EMS Database Server License	1	35,000.00
VisiCAD Fire/EMS Backup Database Server License	1	14,000.00
VisiCAD Fire/EMS Full-User License	11	181,500.00
VisiCAD MapImport	1	35,000.00
VisiCAD Fire/EMS SSM Package license	1	15,000.00
VisiCAD Fire/EMS High Performance Reports License	1	10,000.00
VisiCAD Fire/EMS CIS Server License	1	3,200.00
VisiCAD Fire/EMS CIS User License	5	10,500.00
VisiADMIN User Licenses	150	475,000.00
CAD to CAD Interface	1	35,000.00
Station Alert Interface	1	45,000.00
MDT Interface through Coded Switch	1	34,000.00
MDT Interface Modifications*	1	10,000.00
E911:Telephone Interface Software	1	12,000.00
Alphanumeric Paging	1	10,000.00
AVL Interface Software through Coded Switch	1	23,500.00
ProQA Integration Fee	5	2,250.00
VisiCAD/Sun Pro Integration Module (1)	1	35,000.00
Sun Pro Interface Modifications (1)	1	10,000.00
Paging Interface Modification Module	1	3,000.00
E911 Duplicate Call Data Attachment	1	5,000.00
TDD Modification and Setup (1)	1	25,000.00
Special Situations - Caution Notes based upon a Polygon on the Map (1)	1	24,000.00
Notation Documenting when Alias used for Location or an address	1	3,500.00
Sub-location to common locations	1	5,000.00
Manual Transmission of e-mail/fax Incident Information	1	15,000.00
Total Licenses Subject to 19% Support Fee		1,076,450.00
Less: Software pending and pro-rated amounts		(94,000.00)
Total Adjusted Licenses Subject to 19% Renewal Fee		982,450.00

ADDENDUM A (continued)

*Support previously paid for seven months (\$1,108.00) of under Clark County's Software Support Agreement. Therefore only 5 months of Support (\$791.67) is included in the above total.

(1) Delivery is pending. These items are not yet installed and support fees are not included at this time. If this item is installed during the initial annual support period, an additional invoice will be generated with a pro-rated amount within the terms of this Agreement.

The Annual Support Fee includes a \$750.00 Annual Escrow Fee.

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

- (1) All Software Errors reported by Client employees shall be resolved as set forth below. Initial response by TriTech will be based upon the priority assigned by Client's supervisor of the CAD. Resolution response will be based upon the priority jointly agreed on by TriTech and Client. Client will specify a central contact person at each CAD site and a Client CAD coordinator who will be the focal point for all CAD activity.
- (2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech. The written report must be faxed to TriTech at (858) 799-7013. Telephone notification will be made to TriTech's VisiCAD support line at 1 (800) VisiCAD, 1 (888) VisiCAD, or (858) 799-7050.
- (3) "Normal Technical Services Hours" are 5:30a.m. through 5:30p.m. (PT/PST), Monday through Friday, excluding holidays. "Normal TriTech Office Hours" are 8:30a.m. through 5:30p.m. (PT/PST), Monday through Friday, excluding holidays.
- (4) The main support line will be answered by an automated attendant at all hours. The Client can either remain on the line or press 1 to transfer to the Technical Services Department. If a Technical Services representative is available, the call will be answered and handled immediately. If all representatives are busy, the Client will be given the option to leave a message or press 0 (zero) in the case of a Critical Priority Problem, as described below. In the case of Critical Priority Problems (as described below) the Client shall press zero. All other problem reports will operate on a call-back basis after leaving a message in the support voice mailbox.
- (5) During Normal TriTech Office Hours, pressing zero will transfer the caller to the receptionist who will assist the Client. The receptionist will use these procedures to handle the call appropriately, including finding a Technical Services representative or other personnel to assist the Client.
- (6) After Normal TriTech Office Hours, pressing zero will transfer the caller to our emergency answering service. When connected to the service, the Client shall provide the operator with his or her name, organization name, call-back number where the Technical Services representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

(7) During Normal Technical Services Hours, each Software Error report or enhancement request will be assigned an issue number. This number should be used for all subsequent inquiries relating to the original Software Error report. Problems reported after Normal Technical Services Hours will be logged and assigned an issue number the next business day.

(8) Clients shall provide TriTech with VPN access with a back-up modem (or alternatively, a dedicated ISDN line), a separate data quality telephone modem line and a dedicated voice line (in each case as specified by TriTech) to each physical area in which a Server or interface equipment is located to enable TriTech to access, diagnose, update or install a workaround to the system. Client shall additionally provide a voice telephone line located near such areas to allow simultaneous voice and data access.

(9) If the problem is not a Critical Priority Problem, TriTech will operate on a call-back basis. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

(10) Priorities and Support Response.

(a) Critical Priority

Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.

Description: A critical software error, which severely impacts the ability of Client to dispatch emergency vehicles. These Errors include:

- Software Server software lockup
- Data corruption caused by TriTech Software
- TriTech Software is inoperable due to one of the following conditions:
 - Inability to enter new requests for service
 - Inability to assign a call to a unit
 - Inability to change status
 - Inability to dispose of a call

Initial Response: TriTech will respond with a call back as soon as possible. TriTech shall use best efforts to attain an average time to call back that does not exceed ten (10) minutes and a maximum time to call back that does not exceed thirty (30) minutes. Attainment of these call back times will depend on Client following the procedures set forth in these Guidelines, including, but not limited to following the communications procedures described herein, and providing accurate and timely information in the initial trouble call.

Resolution Response: TriTech will work continuously to provide Client with a workaround solution or to completely resolve the problem.

Notification: It is the responsibility of Client to notify TriTech of a Critical Priority issue. TriTech will update the Client CAD contact of progress frequently during problem resolution and provide a final report of the status of the system once the workaround has been provided or the problem has been resolved.

(b) High Priority

Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.

Description: A non-critical Software Error which does not prevent the dispatching of emergency vehicles, but which does prevent the User from performing a common-call taking, dispatching, or system administrative function. These issues would not have a reasonable workaround. These do not include cosmetic, documentation, reporting, or similar problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.

Initial Response: TriTech will respond with a call back within an average of one (1) hour during normal Business Hours, and after Normal Business Hours, TriTech will respond with a call back within an average of two (2) hours.

Resolution Response: TriTech will provide a workaround for Client when possible within an average of twenty-four (24) hours. (Providing a workaround would usually result in lowering the priority of the problem.) TriTech will provide a problem resolution in the form of an Upgrade or modification to the Software in a future update.

Notification: It is the responsibility of Client to notify TriTech of a High Priority issue. TriTech will notify the local Client CAD supervisor when a workaround has been provided or the problem has been resolved. TriTech will provide Client a monthly list of outstanding and resolved issues showing all problems reported during the period or unresolved as of the date of the report.

(c) Medium Priority

Hours of Availability: Normal Technical Services Hours

Description: A Software Error which is not Critical, and would be a high priority, except that there is a reasonable workaround. These include but are not limited to:

- Reporting errors or calculation problems
- Questions or inquiries relating to TriTech Software functionality, system administration, or installation

Initial Response: TriTech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.

Resolution Response: TriTech will correct Medium Priority errors in upcoming releases.

Notification: It is the responsibility of Client to notify TriTech of a Medium Priority issue. TriTech will notify the local Client CAD supervisor when a workaround has been provided or the problem has been resolved. TriTech will provide Client a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

(d) Low Priority**Hours of Availability:****Normal Technical Services Hours****Description:**

All other software or documentation errors not described above. These include but are not limited to:

- Documentation inaccuracies
- Cosmetic issues
- Misspellings

Initial Response:

TriTech will not respond to these items unless specifically requested to do so at the time of the request. If a reply is requested, TriTech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.

Resolution Response:

TriTech will correct Low Priority Problems in upcoming releases of the software or documentation.

Notification:

It is the responsibility of Client to notify TriTech of a Low Priority issue. TriTech will notify the local Client CAD supervisor when a workaround has been provided or the problem has been resolved. TriTech will provide Client a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

ADDENDUM C

EXPENSE REIMBURSEMENT STANDARDS

The following guidelines set forth the standards to be applied in reimbursing TRITECH for the actual costs of expenses incurred in the performance of its Services.

1. **Airfare.** CLIENT will reimburse TRITECH for airfare provided such travel is authorized in advance by CLIENT and provided further that TRITECH shall not be entitled to reimbursement at the first-class airfare rate. TRITECH shall submit to CLIENT a copy of any used airline tickets.

2. **Ground Transportation.** CLIENT will reimburse TRITECH for travel from the originally assigned work location (or, if no work location is so assigned, TRITECH'S principal place of business) to and from the temporary work location (any address other than the originally assigned work location) as follows:

(a) At the rate of \$.32 (thirty-two cents) per mile for use of TRITECH'S personal automobile, or

(b) for reasonable medium size car rental.

3. **Incidental Transportation Expenses.** CLIENT will reimburse TRITECH for any actual incidental transportation expenses (such as bridge tolls and parking fees, etc.) incurred during travel to and from temporary work locations.

4. **Lodging and Meals.** CLIENT will reimburse TRITECH for actual reasonable lodging and meal expenses when TRITECH is assigned to a temporary work location requiring an overnight stay or longer, provided such travel has been authorized in advance by CLIENT.

TRITECH shall not be entitled to reimbursement for any meals purchased for persons other than TRITECH and those employees assigned to provide support services.

5. **Telephone.** CLIENT will reimburse TRITECH for actual long distance and toll telephone calls placed in relation to the work contemplated herein.

6. **Delivery.** CLIENT will reimburse TRITECH for messenger services, overnight delivery, and other express mail type services when such services are either specifically requested by CLIENT, or when such services are reasonably necessary for TRITECH'S performance of Services hereunder.

7. **Fax/Copying.** CLIENT will reimburse TRITECH for fax/copying services or for use of TRITECH for copying services or use of TRITECH'S office copier at the rate of \$.15 (fifteen cents) per sheet.

8. **Entertainment.** CLIENT will not reimburse TRITECH for entertainment expenses.

9. **Other General Expenses.** CLIENT will reimburse TRITECH for expenses incurred in the performance of Services hereunder, as approved by the CLIENT.

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to file an amendment to Right-of-Way Grant No. N-37142 with the Bureau of Land Management for a sewer easement on portions of land lying within the Southwest Quarter (SW 1/4) of Section 28, T20S, R60E, M.D.M., generally located along the south side of Summerlin Parkway, between Buffalo Drive and Cimarron Road - 138-28-301-002 - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: PW/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the West Half (W 1/2) of Section 20, T19S, R60E, M.D.M., for roadway, sewer and drainage purposes located along and near the west side of El Capitan Way between Elkhorn Road and Rome Boulevard - Ward 6 (Mack)

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

Approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 17, 2001

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

Approval of a Fifth Supplemental Cooperative Agreement #09H between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to close the West Charleston Boulevard, Antelope Way to Hualapai Way project - Wards 1 and 2 (M. McDonald and L. B. McDonald)

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

The West Charleston Boulevard, Antelope Way to Hualapai Way project has been completed to the satisfaction of the City of Las Vegas and Clark County. The Clark County Commission's Policies and Procedures require a close out agreement be completed to close their projects. The total cost of this project was \$4,034,953.36.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fifth Supplemental Cooperative Agreement #09H

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

FIFTH SUPPLEMENTAL COOPERATIVE AGREEMENT**WEST CHARLESTON BOULEVARD****ANTELOPE WAY TO HUALAPAI WAY**

THIS FIFTH SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into this 20th day of November, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, the parties have executed a cooperative agreement dated June 7, 1988, and supplemental cooperative agreements dated January 3, 1989, May 16, 1989, December 19, 1989, and May 17, 2001 to design and construct West Charleston Boulevard from Antelope Way to Hualapai Way and from Antelope Way to Durango Drive; and

WHEREAS, the CITY has constructed the project; and

WHEREAS, the CITY and the COUNTY now desire to supplement the aforementioned Cooperative Agreements for the completion of the Project and finalize the disbursement and accounting of funds.

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter set forth, both parties mutually agree to supplement the aforementioned agreements as follows.

SECTION II - PROJECT COSTS shall be deleted in its entirety and replaced with the following:

SECTION II - PROJECT COSTS

1. Right-of-way negotiations, escrow fees, acquisition, relocation costs for four power poles, construction and construction engineering at a cost not to exceed \$4,034,953.36
2. Total costs to be paid by the COUNTY to the CITY shall not exceed \$4,034,953.36

All other terms of the Cooperative Agreement dated June 7, 1988 and Supplemental Cooperative Agreements dated January 3, 1989, May 16, 1989, December 19, 1989 and May 17, 2001 shall remain unchanged.

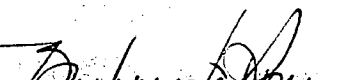
IN WITNESS WHEREOF, this FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

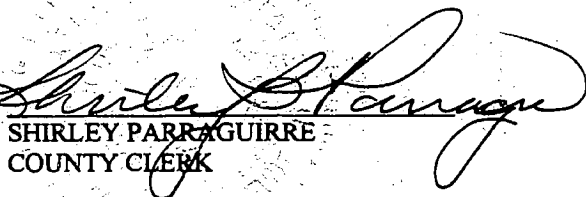
DATE OF COUNCIL ACTION:

10-17-2001
ATTEST:


BARBARA JO RONEBUS
CITY CLERK

DATE OF COMMISSION ACTION:

11/20/01
ATTEST:


SHIRLEY PARRAGUIRRE
COUNTY CLERK

DATE OF COMMISSION ACTION:

9.13.01
ATTEST


TONI MICHENER
EXECUTIVE ASSISTANT

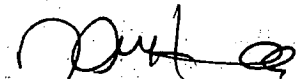
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, MAYOR

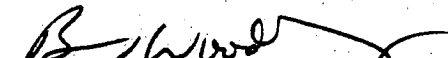
Approved as to form:


Deputy District Attorney

COUNTY OF CLARK

By: 
DARIO HERRERA, CHAIR
BOARD OF COUNTY COMMISSIONERS

REGIONAL TRANSPORTATION COMMISSION

By: 
BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Seventh Supplemental Cooperative Agreement #48E between the City of Las Vegas, Clark County and the Regional Transportation Commission to close the Lake Mead Boulevard I, Winwood Street to I 15 project - Ward 5 (Weekly)

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

The Lake Mead Boulevard I, Winwood Street to I-15 project has been completed to the satisfaction of the City of Las Vegas and Clark County. The Clark County Commission's Policies and Procedures require a close out agreement be completed to close their projects. The total cost of this project was \$13,227,754.28.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Seventh Supplemental Cooperative Agreement #48E

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

SEVENTH SUPPLEMENTAL COOPERATIVE AGREEMENT**LAKE MEAD BOULEVARD I****WINWOOD STREET TO INTERSTATE 15**

THIS SEVENTH SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into this 20th day of November, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the parties have executed a cooperative agreement dated November 17, 1987 and supplemental cooperative agreements dated November 7, 1989, April 17, 1990, December 18, 1990, November 4, 1992, January 3, 1993 and May 17, 2001 to design and construct Lake Mead I from Winwood Street to Interstate 15; and

WHEREAS, the CITY has constructed the PROJECT; and

WHEREAS, the CITY and the COUNTY now desire to supplement the aforementioned Agreements for the completion of the PROJECT and finalize the disbursement and accounting of funds.

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter set forth, both parties mutually agree to supplement the aforementioned agreements as follows.

SECTION II - PROJECT COSTS shall be deleted in its entirety and replaced with the following:

SECTION II – PROJECT COSTS

1. Pre-design, drainage, preparation of right-of-way drawings, descriptions, right-of-way engineering, surveys, appraisals and negotiation, acquisition, engineering design, drafting and preparation of contract documents, construction engineering and construction at a cost not to exceed \$13,227,754.28.
2. Total costs to be paid by the COUNTY to the CITY shall not exceed \$13,227,754.28.

All other terms of the Cooperative Agreement dated November 17, 1987 and Supplemental Cooperative Agreements dated November 7, 1989, April 17, 1990, December 18, 1990, November 4, 1992, January 3, 1993 and May 17, 2001 shall remain unchanged.

IN WITNESS WHEREOF, this SEVENTH SUPPLEMENTAL COOPERATIVE AGREEMENT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

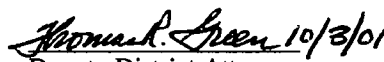
CITY OF LAS VEGAS

10-17-2001
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

Approved as to form:

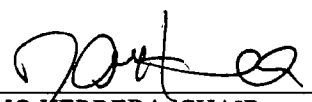

BARBARA JO RONEUMUS
CITY CLERK

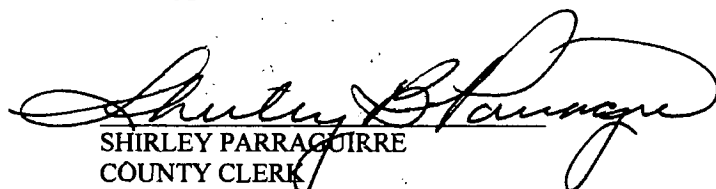

Deputy District Attorney

DATE OF COMMISSION ACTION:

COUNTY OF CLARK

11/20/01
ATTEST:

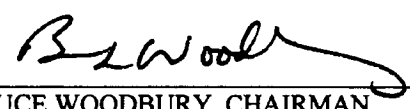
By: 
DARIO HERRERA, CHAIR
BOARD OF COUNTY COMMISSIONERS


SHIRLEY PARRAGUIRRE
COUNTY CLERK

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

9.13.01
ATTEST

By: 
BRUCE WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Contract #385 by and between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for Monorail Preliminary Studies (\$250,000 - Regional Transportation Commission of Southern Nevada) - Wards 3 and 5 (Reese and Weekly)

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

This Interlocal Contract applies to preliminary studies and agreements required as prerequisites to possible extension of the monorail to downtown Las Vegas. This preliminary study will address extending the monorail to the west side of the strip and to downtown. The total cost of this study will not exceed \$250,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #385

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

INTERLOCAL CONTRACT

MONORAIL PRELIMINARY STUDIES

THIS INTERLOCAL CONTRACT, made and entered into this 17th day of October 2001 by and between the CITY of LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project there under to conduct an investment grade rider ship study for the monorail, being located wholly within the incorporated area of the City of Las Vegas has been approved by the RTC; and

WHEREAS, the CITY is requesting funds for partial funding of preliminary studies on the extension of a monorail to downtown Las Vegas, hereinafter referred to as "Project".

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to preliminary studies and agreements required as prerequisites to possible extension of the monorail to downtown Las Vegas. This preliminary study will address extending the monorail to the west side of the strip and to downtown Las Vegas.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total City cost of the study shall not exceed \$250,000.
2. "Authorization to Proceed " will be granted for this study not to exceed \$250,000, at the time written "Authorization to Proceed" is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted Policies and Procedures of the RTC or the amount noted above prior to payment of any additional funds.

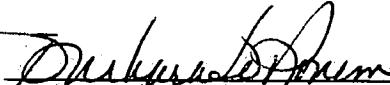
SECTION III - GENERAL

1. All or part of the funding for this project may be provided by the sale of Monorail bonds.
2. The monorail study shall be performed by a consultant employed by the CITY.
3. The contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. Study costs shall be paid directly to the consultant based on estimates prepared by the CITY.
5. Should the Project fall behind schedule, the RTC may require a report stating the reasons for the delay.
6. The Project must be completed to the satisfaction of the RTC prior to August 15, 2003. The RTC may, at any time thereafter, grant time extensions or terminate this Contract,
7. It is understood and agreed that the purpose of this Contract is to fund the Project as herein above set forth. It is further understood and agreed that the CITY is responsible for the completion of the Project and will hold the other Parties to this Contract harmless for any liability therefore except the funding provided by this Contract.

APPROVED AS TO LEGALITY AND FORM:


 ZEV KAPLAN, GENERAL COUNSEL

ATTEST:


 BARBARA JO RONEMUS, CITY CLERK

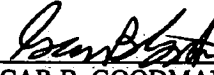
Date of Council Action:

9-13-01 10-17-2001

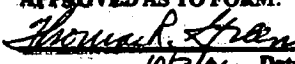
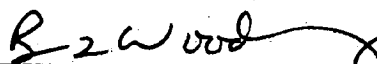
ATTEST:


 TONI MICHENER, Executive Assistant

CITY OF LAS VEGAS

 By: 
 OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:


 10/3/01 Date
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
 By: 
 BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a First Supplemental Interlocal Contract LAS.16.C.99 to the Rancho Road System, Centennial Parkway to Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)

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

This First Supplemental Interlocal Contract LAS.16.C.99 to the Rancho Road System, Centennial Parkway to Rancho Detention Basin will extend the date of completion to September 15, 2002. While construction was completed in February 2001, additional time is needed to oversee the correction of cracking observed during the final "walk through".

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS.16.C.99

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT TO THE**RANCHO ROAD SYSTEM, CENTENNIAL PARKWAY TO RANCHO DETENTION BASIN**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 13th day of September 2001 by and between the Clark County Regional Flood Control District (hereinafter referred to as "DISTRICT"), the City of Las Vegas, a Municipal Corporation (hereinafter referred to as the "CITY") and Centennial Centre L.L.C. (hereinafter referred to as "CENTENNIAL").

WITNESSETH

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

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as Rancho Road System (RCHO 0097) hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, design is 90% complete and right of entry has been acquired; and

WHEREAS, the City desires to extend the date of completion for this project; and

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

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

SECTION III – GENERAL paragraph 13 shall be revised to read as follows:

SECTION III - GENERAL

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

The remainder of the Interlocal Contract dated November 10, 1999 shall remain unchanged.

DATE OF DISTRICT ACTION:

September 13, 2001
ATTEST

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

REGIONAL FLOOD CONTROL DISTRICT

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

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

10-17-2001
ATTEST

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

CITY OF LAS VEGAS

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

APPROVED AS TO FORM:

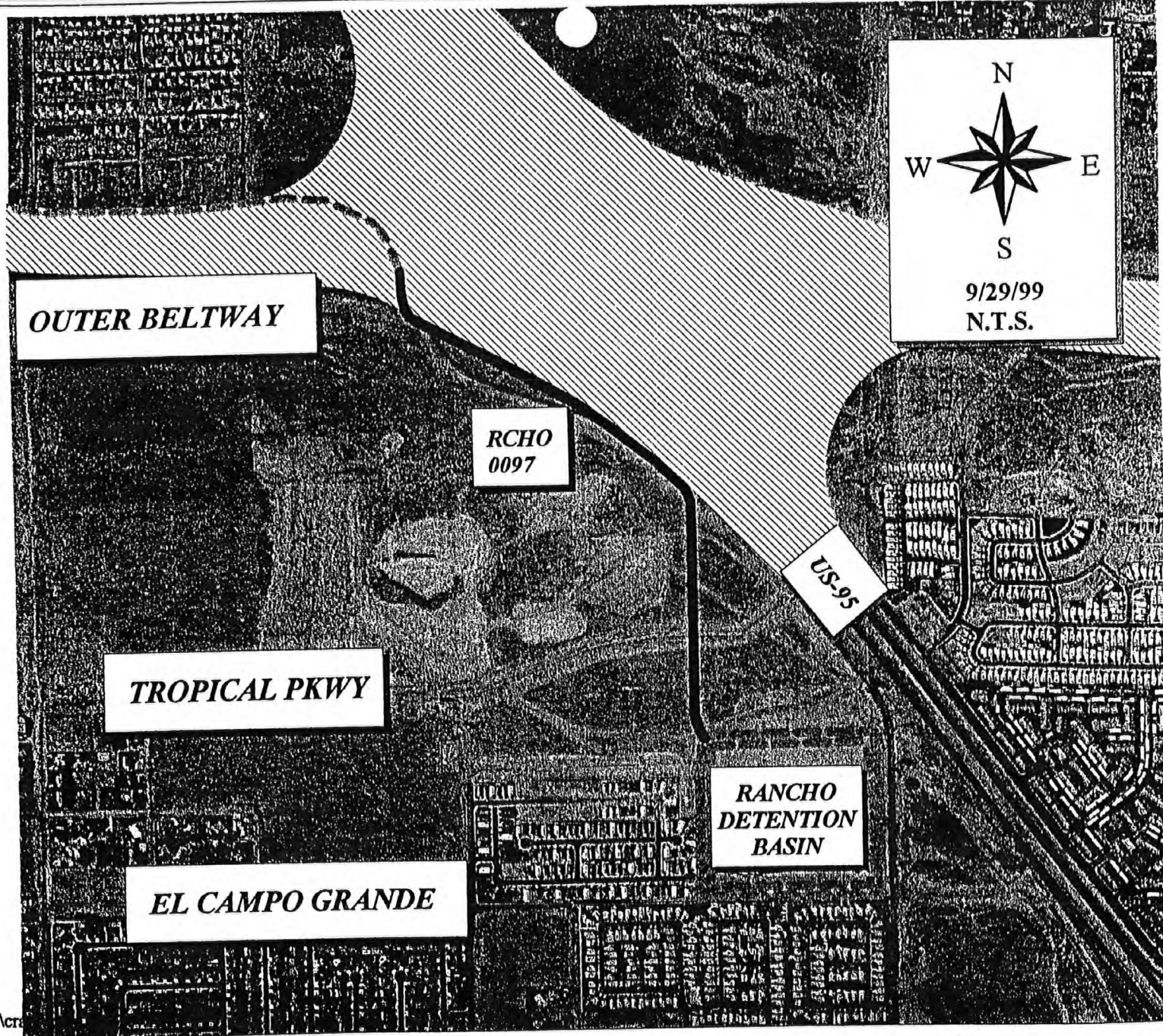
Thomas R. Green
10/17/01 Date

CENTENNIAL CENTRE L.L.C.

Russell A. Dong
Manager

M. Klemen
Attest

LAS.16.C.99



LAS.16.C.99

CITY OF LAS VEGAS
EXHIBIT A - RANCHO ROAD SYSTEM (CENTENNIAL PKWY TO RANCHO DETENTION BASIN)

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a First Supplemental Interlocal Contract LAS.16.B.99 to the US 95 Channel between Centennial Parkway and the Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)

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

This First Supplemental Interlocal Contract LAS.16.B.99 to the US 95 Channel between Centennial Parkway and the Rancho Detention Basin to extend the date of completion to September 15, 2002 will allow time for the developer to hire a structural engineer to recommend improvements to correct cracking observed along portions of the channel during the final "walk-through".

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS.16.B.99

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

FIRST SUPPLEMENTAL PARTICIPATION CONTRACT

US 95 CHANNEL BETWEEN CENTENNIAL PARKWAY AND THE RANCHO DETENTION
BASIN

THIS FIRST SUPPLEMENTAL PARTICIPATION CONTRACT is made and entered into as of the 13th day of September 2001 by and between the Clark County Regional Flood Control District (hereinafter referred to as the "DISTRICT"), the City of Las Vegas, a municipal corporation within the state of Nevada (hereinafter referred to as the "CITY") and Centennial Centre L.L.C. (hereinafter referred to as "CENTENNIAL").

WITNESSETH

WHEREAS, pursuant to Chapter 543.36 of the Nevada Revised Statutes, the DISTRICT may approve a PROJECT to construct flood control improvements; and

WHEREAS, the US-95 Channel from Centennial Parkway to the Rancho Detention Basin proposed herein is the same as identified in the Master Plan Update of the Las Vegas Valley, February 1997, Structure Numbers RCHO 0097 (hereinafter referred to as "PROJECT"); and

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

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

WHEREAS, design is 90% complete; and

WHEREAS, the CITY desires to extend the date of completion for this project; and

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

WHEREAS, CENTENNIAL has agreed to fund the total cost of the PROJECT less the participation by the DISTRICT; and

WHEREAS, all drainage easements and permanent rights-of-way or rights-of-entry for construction of the PROJECT have been obtained by the CITY; and

WHEREAS, the CITY, as the sponsoring agency, with participation by CENTENNIAL, agrees to provide the DISTRICT with the information required in NRS 543.580.

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

SECTION I - SCOPE OF PROJECT

SECTION III - GENERAL paragraph 17 shall be revised to read as follows:

SECTION III - GENERAL

2. In the event the items covered herein have not been completed to the satisfaction of the DISTRICT prior to September 15, 2002, plus extensions for reasons of force majeure related to acts of God, the DISTRICT may, at any time thereafter, terminate this PARTICIPATION CONTRACT and CENTENNIAL agrees to reimburse the DISTRICT for all funds previously paid under this PARTICIPATION CONTRACT.

The remainder of the Interlocal Contract dated November 10, 1999 shall remain unchanged

...

...

...

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

DATE OF DISTRICT ACTION:

September 13, 2001
ATTESTCarolyn Frazier
CAROLYN FRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
DEPUTY DISTRICT ATTORNEY

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN*****
CITY OF LAS VEGAS

DATE OF COUNCIL ACTION:

10-17-2001
ATTEST

CITY OF LAS VEGAS

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

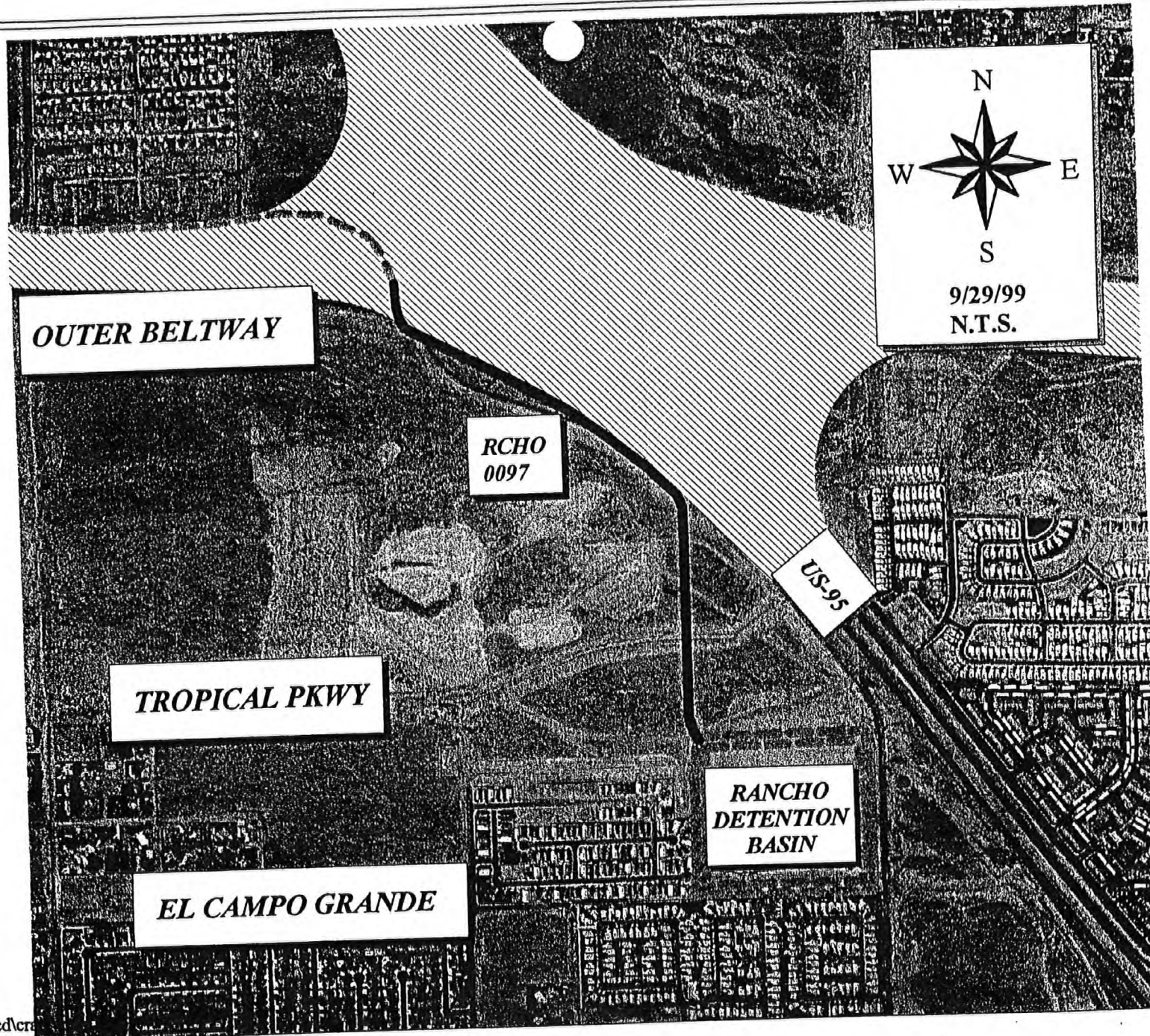
Approved As To Form:

Thomas R. Green 10/17/01
Deputy City Attorney*****
CENTENNIAL CENTRE L.L.C.Russell W. Doern, Sr.
ManagerRUSSELL W. DOERN, SR.

Attest:

M. K. Klenner

LAS.16.B.99



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LAS.16.B.99

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a First Supplemental Interlocal Contract LAS.10.I.98 for the Durango Drive, Gowan North Channel Phase II by and between the City of Las Vegas and the Clark County Regional Flood Control District to reallocate funds within the interlocal contract and extend the date of completion - Ward 4 (Brown)

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

This First Supplemental Interlocal Contract LAS.10.I.98 for the Durango Drive, Gowan North Channel Phase II will reallocate funds within the interlocal contract and extend the date of completion to allow time to address final construction issues and complete final billings.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Agreement LAS.10.I.98

MOTION:

BROWN - APPROVED Items 3 through 57 - **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:34)

1-931

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT**DURANGO DRIVE/GOWAN NORTH CHANNEL PHASE II**

THIS FIRST INTERLOCAL CONTRACT, made and entered into as of the 13th day of September, 2001

by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a Municipal Corporation, hereinafter referred to as the "CITY".

WITNESSETH

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

WHEREAS, the DISTRICT and the CITY entered into a contract dated October 8, 1998 to construct the Durango Drive/Gowan North Channel Phase II; and

WHEREAS, the project is a regional facility identified in the 1997 Master Plan Update of the Las Vegas Valley as GONO 0012, GODU 0000 and GONO 0113, hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, the CITY desires to reallocate funds and extend the date of completion; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

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

Section II – Project Costs shall be revised to read as follows:

SECTION II - PROJECT COSTS

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

1. Construction engineering shall not exceed \$220,000.
2. Construction shall not exceed \$5,472,000.
3. The total cost of this Contract shall not exceed \$5,692,000 which includes all the items described in paragraphs one and two above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the PROJECT.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

Section III – General Paragraph 15 shall be revised to read as follows:

SECTION III - GENERAL

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 31, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

September 13, 2001
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER
SECRETARY TO THE BOARD

Approved as to Form:

Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

DATE OF COUNCIL ACTION: CITY OF LAS VEGAS

10-17-2001
ATTEST

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

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green
9/21/01 Date

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Pg. 152

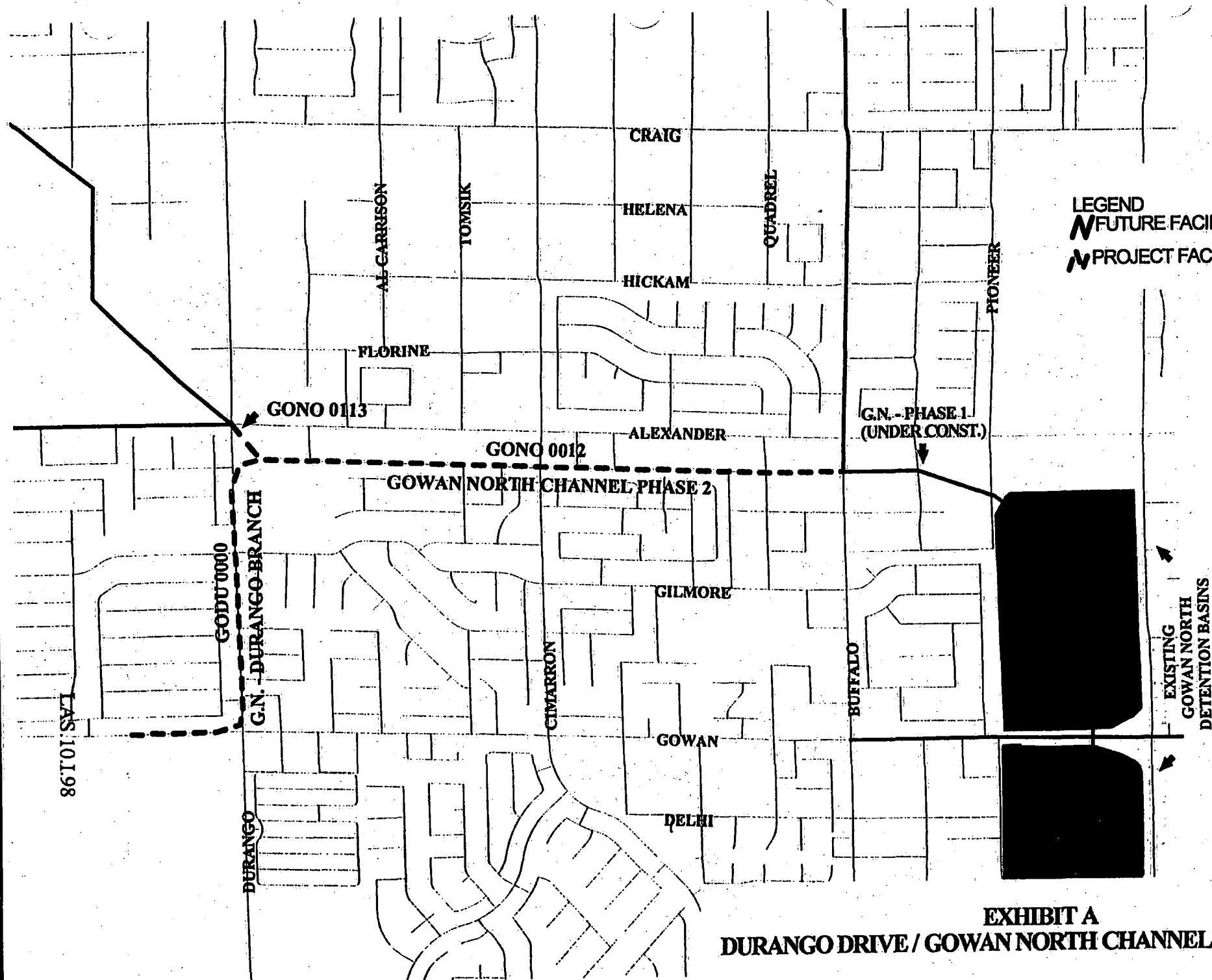


EXHIBIT A
DURANGO DRIVE / GOWAN NORTH CHANNEL PHASE 2

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Engineering Design Services Agreement with Martin and Martin Civil Engineers for the 2001-2002 Neighborhood Street Rehabilitation-Meadows Village 4 (\$153,035.50 - Street Rehabilitation Fund) - Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$153,035.50**☒**Budget Funds Available****Dept./Division: PW/City Engineer**☐**Augmentation Required****Funding Source: Street Rehabilitation Fund****PURPOSE/BACKGROUND:**

This agreement is required to perform design & preparation of bid documents for reconstruction of neighborhood streets within the Meadows Village 4 subdivision. These improvements are part of the 2001-02 Street Rehab. Projects funded by the Motor Vehicle Fuel Tax. The deteriorated asphalt concrete section of the roadway will be removed and replaced. Curb & gutter will be replaced to improve drainage conditions. Handicap ramps will be installed at intersections to upgrade pedestrian circulation for ADA compliance. A storm drain system is proposed for the intersection of Oakey at Commerce.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

**ENGINEERING DESIGN SERVICES AGREEMENT FOR
2001-2002 NEIGHBORHOOD STREET REHABILITATION – MEADOWS VILLAGE 4**

THIS AGREEMENT is made and entered into this 17th day of October, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and MARTIN & MARTIN CIVIL ENGINEERS, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the 2001-2002 Neighborhood Street Rehabilitation – Meadows Village 4 (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 **Description of Consultant's Services.** The Consultant hereby agrees to provide the basic services and the additional services, if so requested set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

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

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

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

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

2.03 **Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

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

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

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

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

SECTION SIX TERM OF AGREEMENT

6.01 **Term.** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 **Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 **General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside \$153,035.50 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of \$93,242.00 which sum represents

compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant shall be apportioned is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

7.03 **Compensation: Additional Services.** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed \$59,793.50 without the prior written approval of the City.

7.04 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the forty-five (45) day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 **Retention.** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 **Right of Set-Off.** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the act or omission, negligent or otherwise, of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 **Release of Retention.** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City (which acceptance will not be unreasonably withheld), and issuance of the Notice to Proceed for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

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

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 **Performance Schedule.** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time which may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document which is to be reviewed by the City.

8.02 **Revised Performance Schedule.** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 **Increase in Retention.** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 **Records.** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 **Disclosure.** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above

provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

10.02 ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Termination for Default***

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

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

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

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

(iv). If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any balance due the Consultant the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement of the Consultant shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

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

10.04 Ownership of Documents. Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but for the construction of any other project.

10.05

Insurance.

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

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

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

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

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

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

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

10.06

Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City,

its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 **Assignment.** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 **Waiver.** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 **Consultant Warranties.**

A. **Warranties.** The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

(iii) That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

(iv) Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Martin & Martin Civil Engineers warrants that it has disclosed, on the form attached as Exhibit G hereto, all principals, including partners, of Martin & Martin Civil Engineers, as well as all persons and entities holding more than a 1% interest in Martin & Martin Civil Engineers, or any principal of Martin & Martin Civil Engineers. If Martin & Martin Civil Engineers, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit G, the requirement of this Section shall be satisfied. Throughout the term hereof, Martin & Martin Civil Engineers, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

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

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

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

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

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

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

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

10.18 **Notice.** Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY:

Joe Christensen, P.E.
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

David Malpass, P.E.
Martin & Martin Civil Engineers
2101 South Jones Boulevard, Suite 120
Las Vegas, Nevada 89146

Fax: (702) 248-8070

10.19 **Prohibition Against Contingent Fees.** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20

Dispute Resolution.

A. ***Fee Disputes.*** Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. ***Non-Fee Disputes.*** All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. ***Right of Joinder.*** In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the

Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. **Notice of Claim.** In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

E. **Notice of Arbitration.** The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. **Discovery.** In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. **Award Final.** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. **Mediation.** By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the then existing mediation rules of the Nevada Arbitration Association, the American Arbitration Association, or as otherwise agreed to by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

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

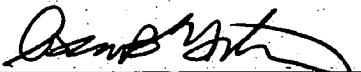
10.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 **Agreements Version.** This Agreement utilizes the City's standard form updated as of September 8, 2000.

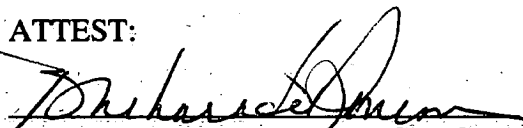
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

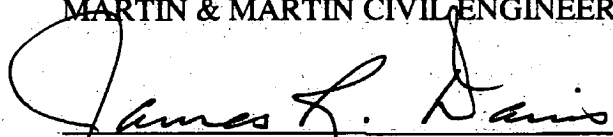
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

MARTIN & MARTIN CIVIL ENGINEERS



By: JAMES R. DAVIS, P.E.

Its: Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivation and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "E-1"	Detailed Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09A.(iv))

EXHIBIT A
SCOPE OF SERVICE
2001-2002 Neighborhood Street Rehabilitation - Meadows Village 4

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this agreement addresses the design and preparation of contract drawings and Special Provisions for the removal and reconstruction of curb, gutter, valley-gutters, sidewalk and roadway section. Also included is the design of a local storm drain system, relocation of utilities as needed and other items incidental to reconstruction of the streets. The limits of the improvements are Fairfield Avenue from Philadelphia Avenue to New York Avenue, Commerce Street from Wyoming Avenue to Philadelphia Avenue, Chicago Avenue from Fairfield Avenue to Commerce Street and Oakey Boulevard from Commerce Street to Las Vegas Boulevard.

DESIGN CRITERIA

Engineering services to be provided under the terms of the agreement shall be performed in conformance with the following policies and design criteria: City of Las Vegas *Policy and Procedures for Design of Public Works Projects*, Clark County Regional Flood Control District (CCRFC) *Hydrologic Criteria and Drainage Design Manual*, Clark County *Uniform Standard Specifications and Uniform Standard Drawings* and the American Association of State Highway and Transportation Officials (AASHTO) *Standard Specifications for Highway Bridges* and *Policy on the Geometric Design of Highways and Streets*.

100 PRELIMINARY AND GENERAL ITEMS

- 105 Kickoff Meeting: Consultant shall schedule and prepare an agenda for the initial kickoff meeting with the City and others within ten (10) calendar days following receipt of the Notice to Proceed. Consultant shall prepare and distribute minutes of this meeting to all attendees.
- Deliverables: Kickoff meeting minutes and project schedule.
- 110 Biweekly Progress Meetings: Consultant shall schedule and prepare an agenda for progress meetings to be held each time comments are returned, or as otherwise necessary. After the preliminary submittal, biweekly progress meetings shall be scheduled. Approximately twelve (12) meetings are anticipated. Consultant shall prepare and distribute minutes of this meeting to all attendees.
- Deliverables: Progress meeting minutes.

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

Page 2 of 7

- 120 Utility/Project Coordination: During the length of this contract, Consultant shall coordinate with the various utility agencies to obtain as-built information, notice of conflicts and relocations and provide advance notice of impacts on proposed facilities. Consultant shall provide shell drawings to the utility agencies for their use in marking the locations of their facilities. Consultant shall also coordinate, provide and obtain information regarding current and proposed improvement projects adjacent to, or within, project limits. Consultant shall provide the City with copies of all correspondence related to these activities.

200 PRELIMINARY ENGINEERING

- 205 Research Existing Facilities: Obtain from utility agencies, the City and others, copies of as-built plans for existing improvements.
- 210 Research Existing Hydrology Data and Reports: Obtain from the City and others, copies of pertinent drainage reports and data.
- 215 Survey: The Consultant shall provide topographic survey as follows:
1. Aerial topography at 20-scale with one-foot contours. Surface mapping will have vertical elevations assigned to surface improvements for creation of Digital Terrain Model (DTM).
 2. Field survey shots at 50-foot intervals along the top of curbs and roadway centerline, edges of driveways and BCR's. Field survey will extend 100-feet beyond the limits of the proposed roadway improvements.
 3. Additional field survey as needed to determine, or confirm, the horizontal and vertical location of existing improvements.
- 220 Geotechnical Investigation: The Consultant shall provide a geotechnical report that recommends structural sections for the various roadways within the project limits based on vehicle loading and soil conditions. The report shall provide recommendations regarding the anticipated soils to be encountered during excavation of the roadway, storm drain and sewer.
- 225 Drainage Analysis: Consultant shall make recommendations to the City about any additional hydrologic and hydraulic analysis that may be considered necessary to effectively design the project. The scope of this work does not include the

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

Page 3 of 7

hydrologic, or hydraulic, analysis of the existing, or proposed, drainage conditions unless provided for in Exhibit "B" "Additional Services."

- 230 Preliminary Plan and Profiles: Consultant shall prepare preliminary plan and profiles for the proposed roadway improvements. A sample plan set will be provided to the Consultant. All plan sets submitted to the City will use substantially the same format and structure as the sample plan set. The verbiage for keynotes, labels and construction notes will be substantially the same as shown on the sample plan set. The plan and profile sheets shall be at 1-inch = 20-foot horizontal scale and appropriate vertical scale with stationing from left to right. All plans, or drawings, shall be prepared on 24-inch x 36-inch sheets. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. The north arrow on all plan sheets shall point to the top, or right, side unless otherwise approved by the City. The following information shall be provided:
1. Title sheet and control sheet.
 2. Profiles for the proposed centerline grade and existing top curb grades.
 3. Roadway cross-section details.
 4. A proposed storm drain alignment shall be shown in the plan view. The storm drain profile shall be provided at the 50% submittal.
 5. Plan sheets shall show centerline stationing with stationing at intersections and addresses on individual parcels.
- 235 Cost Estimate: Consultant shall prepare preliminary opinion of probable cost for the proposed improvements. Costs shall be itemized by individual fund sources e.g. street rehab, sanitary, nominal drainage. Costs associated with the Stratosphere offsite improvements shall also be separated.
- 240 Predesign Report: Prepare and submit a predesign report to the City for its review. The report shall be sealed by a Nevada Registered Engineer and shall identify design issues and alternative design options to be considered by the City. The preliminary cost estimate shall be included as a part of the predesign report.

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

Page 4 of 7

- Deliverables: Submit ten (10) copies of the draft predesign report to be submitted to the City.

300 50% DESIGN AND CONSTRUCTION DOCUMENTS

Upon receipt of comments on the Predesign Report, the Consultant shall proceed with design and preparation of the construction documents. The Consultant shall submit construction plans including, but not limited to, plan and profile sheets showing roadway improvements, location of existing utilities, storm drain profiles and construction details, all for City review and approval. The format, verbiage, organization, structure and style of the Special Provisions shall be as directed by the City. A sample set of Special Provisions will be provided to the Consultant. Separate plan sheets shall be prepared for the following:

1. City standard cover sheet identifying project participants and note sheet with plan and sheet index, vicinity map, general notes, benchmark and basis of bearings.
 2. Survey Control Plan identifying project limits, horizontal control for centerline and rights-of-way and monumentation. The Consultant shall provide information for the Survey Control Plan.
 3. Plans and profiles for roadway centerline and tops of curbs.
 4. Plans and profiles for the storm drain conveyance systems, including inlet structure details and connection details to existing facilities.
 5. Pavement marking plan.
 6. Detail drawings for trench sections and other design and construction details, as required.
- 305 Cover Sheet, Survey Control Plan Sheet and Pavement Marking Plan Sheet: Prepared in City format to a near complete state
- 310 Roadway Plan and Profiles: Plan and profiles shall be prepared to a near complete state. Plan and profiles shall include the proposed length of encroachment for the construction of driveway transitions and landscape repair beyond the limits of the right-of-way.
- 315 Typical Sections: Shall be prepared to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way.

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

Page 5 of 7

- 320 Design Details and Pavement Marking Plans: Shall be in the early development stages.
- 325 Storm Drain Plan and Profiles: Shall be in the early development stage.
- 330 Draft Special Provisions: Shall be prepared consisting of the Special Provisions modifying the Clark County Area Standard Specifications published by the Regional Transportation Commission. The Special Provisions shall address any bid item required for construction of the improvements shown on the plans.
- 335 Updated Cost Estimate: An updated cost estimate will be provided with the 50% submittal. The Engineer's estimate will be broken out by plan sheet and by funding source.
- 340 Pothole Information: Provide subsurface investigation from up to 10 separate potholes.
 - Deliverables: Submit ten (10) copies of 24-inch x 36-inch bluelines, bound Special Provisions and cost estimate shall be submitted to the City. The Engineer's Estimate will also be submitted as a Microsoft Excel worksheet electronic file. Copies of plans shall be submitted to the utility agencies.

400 90% DESIGN AND CONSTRUCTION DOCUMENTS

- 405 Revise Design and Construction Documents: The 90% submittal shall include all the elements of Section 300 which shall be advanced in level of design and shall incorporate comments from the 50% submittal. Provide documents and plans as needed for any NDOT encroachment permits if necessary.
- 410 Construction Easement Map: Consultant shall prepare a map for each phase of construction indicating the location and depth of proposed construction easements. The map shall show the address and Assessor Parcel Number (APN) for each parcel.
- 415 Update Engineer's Estimate.
- 420 Update Special Provisions.

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

Page 6 of 7

425 Walkthrough: Consultant shall schedule a walkthrough of the project with the City of Las Vegas Project Manager after the 90% submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes, or adjustments, to the plans as needed to fit field conditions.

- Deliverables: Submit ten (10) copies of 24-inch x 36-inch bluelines, bound Special Provisions and cost estimate shall be submitted to the City. The updated Engineer's Estimate will also be submitted as a Microsoft Excel worksheet electronic file. Copies of plans shall be submitted to the utility agencies. Consultant shall also provide 11-inch x 17-inch copies of the construction easement map in a quantity equal to the number of parcels in each phase. Additionally, the Consultant shall provide to the City an electronic copy of the property owners with associated address and parcel numbers. Walkthrough meeting notes.

500 99% DESIGN AND CONSTRUCTION DOCUMENTS

505 Revise Design and Construction Documents: The 99% submittal shall include all the elements of Section 400 which shall be advanced in level of design and shall incorporate comments from the 90% submittal.

510 Revise Engineer's Estimate

515 Revise Special Provisions

- Deliverables: Submit ten (10) copies of 24-inch x 36-inch blue line plans, bound Special Provisions and 99% cost estimate to be submitted to the City. The updated Engineer's Estimate will also be submitted as a Microsoft Excel worksheet electronic file. One copy of the plans shall also be provided to each affected utility agency.

600 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

605 Finalize Design and Construction Documents: Finalize plans, Special Provisions and bid documents by incorporating comments received from the 99% submittal.

Exhibit A
Scope of Service
Street Rehabilitation - Meadows Village 4

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Provide documents and plans as needed for any NDOT encroachment permits if necessary.

- Deliverables: Submit one (1) set of original plans on Mylar media, unbound. Special Provisions and Engineer's Estimate shall be submitted to the City. Electronic copies of both the plans (AutoCAD 2000 format) and Special Provisions (Microsoft Word format) shall be provided to the City. The Engineer's Estimate will also be submitted as a Microsoft Excel worksheet electronic file. One (1) copy of the plans shall be provided to each affected utility agency.
- Submit Record of Survey to the Clark County Recorder for survey monuments.

700 BID SERVICES

- 705 During the bidding process, the Consultant shall assist the City with the preparation of contract addenda.
- 710 As directed by the City, the Consultant shall answer bidder's questions.
- 715 Consultant shall attend the pre-bid conference.

EXHIBIT B
ADDITIONAL SERVICES
2001-2002 Neighborhood Street Rehabilitation- Meadows Village 4

The following services are to be performed only when authorized in writing by the City. See Exhibit D for Additional Services Cost Derivation and Fee Schedule.

- A. Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time-and-material basis.
- B. When requested by the City, Consultant shall visit the construction site to observe progress of the work and consult with the City and the Contractor concerning any problems, or design, related issues. Consultant shall perform these services on a time-and-material basis.
- C. Shop Drawing Review: Consultant shall provide review of shop drawings on a time-and-material basis at the discretion of the City.
- D. Request for Information (RFI): When directed by the City, Consultant shall provide written responses to RFI's received during the bidding and construction process.
- E. Drafting of As-builts: When directed by the City, Consultant shall modify the final bid set of plans to reflect as-built conditions based on information provided by the Contractor.
- F. Potholing: Obtain 20 additional potholes for subsurface utilities.
- G. Utility Relocation: The design of relocation, or vertical adjustment, plans and details, which require additional plan and profile sheets, or extensive details. This requirement shall apply to waterlines with a pipe size greater than 12-inch.
- H. Drainage Study: Prepare a drainage study and all engineering support required to connect a new drainage system to an existing NDOT Facility.
- I. Video Detection System Design: Prepare video drawing showing detection coverage area and equipment notes.
- J. Project Delay: If, through no fault of the Consultant, the project is delayed beyond the latest date in Exhibit E, the billing rates provided in Exhibit D will be adjusted based on the Consumer Price Index published by the U.S. Government. The period of time used to adjust the billing rates will be the time from the Notice to Proceed to the last submittal date in Exhibit E. The value used for the Consumer Price Index will be annual rates for each year and pro rated for partial years. If the project is delayed as a result of the

Exhibit B
Additional Services
Street Rehabilitation – Meadows Village 4

Page 2 of 2

Consultant's actions, the final date shown in Exhibit E will be extended the same amount of time as the Consultant caused delay.

- K. Prepare and submit all NDOT encroachment permits.
- L. Review and evaluate all Stratosphere offsite improvement requirements and prepare a recommendation to incorporate said improvements that have not been constructed into the Meadows Village 4 project. The consultant will review previous plan and document submittals; meet with the City of Las Vegas and Stratosphere representatives; draw conclusions from the data and provide a comprehensive report.

EXHIBIT C
MANHOUR ESTIMATE
STREET REHABILITATION MEADOWS VILLAGE 4

TASK	DESCRIPTION	PM	PE	CADD	CLER	DES
100	PRELIMINARY AND GENERAL ITEMS					
105	Kick-off Meeting	2	2		1	
110	Bi-weekly Progress Meetings (12)	12	12		18	10
115	Walk-through	2	2		1	
120	Utility and Project Coordination	6	20		4	10
	SUBTOTAL	22	36	0	24	20
200	PRELIMINARY ENGINEERING					
205	Research Existing Facilities	2	10		1	10
210	Research Hydrologic Data and Reports	1	8			
215	Survey Coordination	1	2			
220	Geotechnical Investigation Coordination	1	2			
225	Drainage Analysis	1	4		1	
230	Preliminary Plan and Profiles	1	20	40		20
235	Cost Estimate	1	4		2	
240	Predesign Report	2	4	2	4	
245	Submit Predesign Report	1	2		1	
	SUBTOTAL	11	56	42	9	30
300	50% DESIGN AND CONSTRUCTION DOCUMENTS					
305	Cover, Survey Control, Pavement Marking Plan Sheets	1	8	16		8
310	Plan and Profiles	1	20	24		12
315	Typical Sections	1	4	8		4
320	Design Details	1	6	16		8
325	Draft Specifications	1	4		16	
330	Updated Cost Estimate	1	4		4	
335	Pothole Coordination (10 holes)	1	4	1		
340	50% Submittal	1	2			
	SUBTOTAL	8	52	65	20	32
400	90% DESIGN AND CONSTRUCTION DOCUMENTS					
405	Update Design and Construction Documents	1	20	35		18
410	Construction Easement Map	1	8	4		16
415	Update Cost Estimate	1	6		2	
420	Update Specifications	1	4		4	
	SUBTOTAL	4	38	39	6	34

PM=Project Manager, CADD=CADD Operator, PE=Project Engineer, CLER=Clerical, DES=Designer

EXHIBIT C
MANHOUR ESTIMATE
STREET REHABILITATION MEADOWS VILLAGE 4

TASK	DESCRIPTION	PM	PE	CADD	CLER	DES
500	99% DESIGN AND CONSTRUCTION DOCUMENTS					
505	Revise Design and Construction Documents	2	4	16		8
510	Update Cost Estimate	2	1		1	1
515	Revise Specifications	2	1		2	1
520	99% Submittals	2	1	1		
	SUBTOTAL	8	7	17	3	10
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS					
605	Finalize Design and Construction Documents	1	8	8	2	1
610	Final Submittal	1	1	1		1
	SUBTOTAL	2	9	9	2	2
700	BID SERVICES					
705	Assist with Contract Addendum	2	4	2	1	1
710	Answer Bidders Questions	1	2			1
715	Attend Pre-Bid Conference	2	2			1
	SUBTOTAL	5	8	2	1	3
900	ADDITIONAL SERVICES					
905	Additional Design Services	8	32	32	10	
910	Construction Observation/Consultation	12	90	5	10	
915	Shop Drawing Review	2	8		1	
920	Respond to RFI's	1	4		1	
925	Drafting of As-Built		4	8		
930	Pothole, CADD & Coordination, up to 20 maximum	1	2	4		
935	Utility Relocations	2	24	24	1	
940	NDOT Drainage Study	2	32	8	8	
945	Video Detection System Design	1	12	4		
950	NDOT Encroachment Permit	0	4	2	1	
955	Report Regarding Stratosphere Offsite Requirements	5	22	4	8	
	SUBTOTAL	34	234	91	40	0
	TOTAL	94	440	265	105	131
	GRAND TOTAL	1035				

PM=Project Manager, CADD=CADD Operator, PE=Project Engineer, CLER=Clerical, DES=Designer

EXHIBIT D
COST DERIVATION AND HOURLY FEE SCHEDULE
2001-2002 NEIGHBORHOOD STREET REHABILITATION MEADOWS VILLAGE 4

TASK	DESCRIPTION	(PROJECT NAME)					REPROD. DELIVERY, MILEAGE	TOTALS
		PM	PE	CADD	CLER	DES		
		\$125.00	\$100.00	\$63.50	\$51.00	\$80.00		
100	PRELIMINARY AND GENERAL ITEMS							
105	Kick-off Meeting	\$250.00	\$200.00		\$51.00			\$501.00
110	Bi-weekly Progress Meetings (12)	\$1,500.00	\$1,200.00		\$918.00	\$800.00		\$4,418.00
115	Walk-through	\$250.00	\$200.00		\$51.00			\$501.00
120	Utility and Project Coordination	\$750.00	\$1,600.00		\$204.00	\$800.00		\$3,354.00
	SUBTOTAL - PRELIMINARY & GENERAL ITEMS	\$2,750.00	\$3,200.00	\$0.00	\$1,224.00	\$1,600.00	\$500.00	\$9,274.00
200	PRELIMINARY ENGINEERING							
205	Research Existing Facilities	\$250.00	\$1,000.00		\$51.00	\$800.00		\$2,101.00
210	Research Hydrologic Data and Reports	\$125.00	\$800.00					\$925.00
215	Survey Coordination	\$125.00	\$200.00					\$325.00
220	Geotechnical Investigation Coordination	\$125.00	\$200.00					\$325.00
225	Drainage Analysis	\$125.00	\$400.00		\$51.00			\$576.00
230	Preliminary Plan and Profiles	\$125.00	\$2,000.00	\$2,540.00		\$1,600.00		\$6,265.00
235	Cost Estimate	\$125.00	\$400.00		\$102.00			\$627.00
240	Predesign Report	\$250.00	\$400.00	\$127.00	\$204.00			\$981.00
245	Submit Predesign Report	\$125.00	\$200.00		\$51.00			\$376.00
	SUBTOTAL - PRELIMINARY & GENERAL ITEMS	\$1,375.00	\$5,600.00	\$2,667.00	\$459.00	\$2,400.00	\$740.00	\$13,241.00
300	50% DESIGN AND CONSTRUCTION DOCUMENTS							
305	Cover, Survey Control and Pavement Marking Plan Sheets	\$125.00	\$1,800.00	\$1,016.00				\$1,941.00
310	Plan and Profiles	\$125.00	\$2,000.00	\$1,524.00		\$960.00		\$4,609.00
315	Typical Sections	\$125.00	\$400.00	\$508.00		\$640.00		\$1,673.00
320	Design Details	\$125.00	\$600.00	\$1,016.00		\$320.00		\$2,061.00
325	Draft Specifications	\$125.00	\$400.00		\$816.00	\$640.00		\$1,981.00
330	Updated Cost Estimate	\$125.00	\$400.00		\$204.00			\$729.00
335	Pothole Coordination (10 holes)	\$125.00	\$400.00	\$63.50				\$588.50
340	50% Submittal	\$125.00	\$200.00					\$325.00
	SUBTOTAL - 50% DESIGN & CONSTRUCTION DOCUMENTS	\$1,000.00	\$5,200.00	\$4,127.50	\$1,020.00	\$2,560.00	\$750.00	\$14,657.50
400	90% DESIGN AND CONSTRUCTION DOCUMENTS							
405	Update Design and Construction Documents	\$125.00	\$2,000.00	\$2,222.50		\$1,440.00		\$5,787.50
410	Construction Easement Map	\$125.00	\$800.00	\$254.00		\$1,280.00		\$2,459.00
415	Update Cost Estimate	\$125.00	\$600.00		\$102.00			\$827.00
420	Update Specifications	\$125.00	\$400.00		\$204.00			\$729.00
	SUBTOTAL - 90% DESIGN AND CONSTRUCTION DOCUMENTS	\$500.00	\$3,800.00	\$2,476.50	\$306.00	\$2,720.00	\$500.00	\$10,302.50

PM=Project Manager, CADD=CADD Operator, PE=Project Engineer, CLER=Clerical, DES=Designer

CITY COUNCIL MEETING OF OCTOBER 17, 2001

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EXHIBIT D
COST DERIVATION AND HOURLY FEE SCHEDULE
2001-2002 NEIGHBORHOOD STREET REHABILITATION MEADOWS VILLAGE 4

TASK	DESCRIPTION	(PROJECT NAME)					REPROD. DELIVERY, MILEAGE	TOTALS
		PM	PE	CADD	CLER	DES		
		\$125.00	\$100.00	\$63.50	\$51.00	\$80.00		
500	99% DESIGN AND CONSTRUCTION DOCUMENTS							
505	Revise Design and Construction Documents	\$250.00	\$400.00	\$1,016.00		\$640.00		\$2,306.00
510	Updated Cost Estimate	\$250.00	\$100.00		\$51.00	\$80.00		\$481.00
515	Revise Specifications	\$250.00	\$100.00		\$102.00	\$80.00		\$532.00
520	99% Submittals	\$250.00	\$100.00	\$63.50				\$413.50
	SUBTOTAL - 99% DESIGN & CONSTRUCTION DOCUMENTS	\$1,000.00	\$700.00	\$1,079.50	\$153.00	\$800.00	\$220.50	\$3,953.00
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS							
605	Finalize Design and Construction Documents	\$125.00	\$800.00	\$508.00	\$102.00	\$80.00		\$1,615.00
610	Final Submittal	\$125.00	\$100.00	\$63.50		\$80.00		\$368.50
	SUBTOTAL - FINAL DESIGN AND CONSTRUCTION DOCUMENTS	\$250.00	\$900.00	\$571.50	\$102.00	\$160.00	\$117.50	\$2,101.00
700	BID SERVICES							
705	Assist with Contract Addendum	\$250.00	\$400.00	\$127.00	\$51.00	\$80.00		\$908.00
710	Answer Bidders Questions	\$100.00	\$200.00			\$80.00		\$380.00
715	Attend Pre-Bid Conference	\$250.00	\$200.00			\$80.00		\$530.00
	SUBTOTAL - BID SERVICES	\$600.00	\$800.00	\$127.00	\$51.00	\$240.00	\$90.00	\$1,908.00
	SUBCONSULTANTS SERVICES							
	Aerial mapping and control survey	\$12,520.00						\$12,520.00
	Profile curb line, utility and design survey	\$13,240.00						\$13,240.00
	Geotechnical Investigation	\$3,740.00						\$3,740.00
	Pothole, CADD & Coordination (10 potholes)	\$8,305.00						\$8,305.00
	SUBTOTAL - SUBCONSULTANTS SERVICES							\$37,805.00
	BASIC SERVICES SUBTOTAL							\$93,242.00
900	ADDITIONAL SERVICES							
905	Additional Design Services	\$1,176.00	\$3,648.00	\$2,032.00	\$510.00		\$100.00	\$7,466.00
910	Construction Observation/Consultation	\$1,764.00	\$10,260.00	\$317.50	\$561.00		\$100.00	\$13,002.50
915	Shop Drawing Review	\$294.00	\$912.00		\$51.00		\$20.00	\$1,277.00
920	Respond to RFI's	\$147.00	\$456.00		\$51.00		\$20.00	\$674.00
925	Drafting of As-Built		\$456.00	\$508.00			\$50.00	\$1,014.00
930	Pothole CADD & Coordination, up to 20 maximum	\$147.00	\$228.00	\$254.00			\$10.00	\$639.00
935	Utility Relocations (water lines > 12")	\$294.00	\$2,736.00	\$1,524.00	\$51.00		\$100.00	\$4,705.00
940	NDOT Drainage Study	\$294.00	\$3,648.00	\$508.00	\$408.00		\$200.00	\$5,058.00
945	Video Detection System Design	\$147.00	\$1,368.00	\$254.00			\$50.00	\$1,819.00
950	NDOT Encroachment Permit		\$456.00	\$127.00	\$51.00			\$634.00
955	Report Regarding Stratosphere Offsite Requirements	\$735.00	\$2,508.00	\$254.00	\$408.00		\$100.00	\$4,005.00
	SUBTOTAL - ADDITIONAL SERVICES	\$4,998.00	\$26,676.00	\$5,778.50	\$2,091.00		\$750.00	\$40,293.50

PM=Project Manager, CADD=CADD Operator, PE=Project Engineer, CLER=Clerical, DES=Designer

EXHIBIT D
COST DERIVATION AND HOURLY FEE SCHEDULE
2001-2002 NEIGHBORHOOD STREET REHABILITATION MEADOWS VILLAGE 4

TASK	DESCRIPTION	(PROJECT NAME)				REPROD. DELIVERY, MILEAGE		TOTALS
		PM	PE	CADD	CLER	DES		
		\$125.00	\$100.00	\$63.50	\$51.00	\$80.00		
1000	SUBCONSULTANTS - ADDITIONAL SERVICES							
1005	Potholing (\$850 x 20 each)	\$17,000.00						\$17,000.00
1010	Additional Design Survey	\$2,500.00						\$2,500.00
	SUBCONSULTANT TOTAL	\$19,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,500.00
		ADDITIONAL SERVICES TOTAL						\$59,793.50
	GRAND TOTAL							\$153,035.50

PM=Project Manager, CADD=CADD Operator, PE=Project Engineer, CLER=Clerical, DES=Designer

EXHIBIT E
GENERAL PERFORMANCE SCHEDULE
STREET REHABILITATION - MEADOWS VILLAGE 4

ITEM	SCHEDULED DUE DATE
Predesign Report	November 11, 2001 (NTP September 1, 2001)
50% Plans and Specifications	January 13, 2001
90% Plans and Specifications	March 07, 2002
99% Plans and Specifications	April 12, 2001
100% Plans and Specifications	May 26, 2002

Preliminary, 50% and 99% assumes CVL review duration is three (3) weeks.
90% CLV review duration is four (4) weeks.

OPII I OF PROBABLE CONSTRUCTI COST
June 11, 2001
2001 - 2002
STREET REHABILITATION
MEADOWS VILLAGE 4

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
1	Remove Asphalt Pavement	S.Y.	\$2.80	13,656	\$38,236.80
2	Remove Concrete Curb and Gutter	L.F.	\$3.25	3,643	\$11,839.75
3	Remove Sidewalk	S.F.	\$2.20	16,225	\$35,695.00
4	Remove Residential Driveway	S.F.	\$2.20	3,290	\$7,238.00
5	Roadway Excavation	C.Y.	\$13.00	6,500	\$84,500.00
6	Irrigation and Landscape Repair	F.A.	\$35,000.00	1	\$35,000.00
7	Construct Type II Aggregate Base	C.Y.	\$22.00	3,000	\$66,000.00
8	5" Cat. II AC-20 Type 2 Course A.C.	S.Y.	\$10.00	13,656	\$136,560.00
9	Construct Type I Aggregate Base	C.Y.	\$20.00	3,640	\$72,800.00
10	12" CL. IV RCP Storm Drain	L.F.	\$36.00	384	\$13,824.00
11	18" CL. IV RCP	L.F.	\$70.00	58	\$4,060.00
12	Precast Drop Inlet 3' Long	EA.	\$2,500.00	2	\$5,000.00
13	23" x 14" RCP	L.F.	\$120.00	30	\$3,600.00
14	Connect to Existing Inlet	EA.	\$1,500.00	1	\$1,500.00
15	Construct 48" Type 1 Storm Drain M.H.	EA.	\$3,900.00	2	\$7,800.00
16	Connect to Existing 24" Storm Drain	EA.	\$1,500.00	1	\$1,500.00
17	Adjust Sewer M.H. to Grade	EA.	\$850.00	14	\$11,900.00
18	Adjust Valve Box to Grade	EA.	\$300.00	17	\$5,100.00
19	Construct Concrete "L" Curb and Gutter	L.F.	\$12.00	3,643	\$43,716.00
20	Construct Concrete Residential Driveway	S.F.	\$4.00	3,290	\$13,160.00
21	Construct 5' Concrete Sidewalks	S.F.	\$4.00	18,025	\$72,100.00

OPII I OF PROBABLE CONSTRUCTION COST

June 11, 2001

2001 - 2002

**STREET REHABILITATION
MEADOWS VILLAGE 4**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
22	Install Geotextile Fabric	S.Y.	\$1.75	12,247	\$21,432.25
23	Install Geogrid	S.Y.	\$4.25	13,247	\$52,049.75
24	Construct Sidewalks Ramp	EA.	\$1,000.00	11	\$11,000.00
25	Install Relocated Existing Street Light	EA.	\$1,500.00	4	\$6,000.00
26	Remove Existing Street Sight Foundation	EA.	\$750.00	4	\$3,000.00
27	Intercept Existing Street Light Conduit	EA.	\$500.00	4	\$2,000.00
28	Install No. 3 1/2 Pullbox	EA.	\$500.00	5	\$2,500.00
29	Install 1 1/4" PVC Conduit with 2 #4 and 1 #8 THW	L.F.	\$8.00	400	\$3,200.00
30	Traffic Control and Maintenance	LS	\$50,000.00	1	\$50,000.00
31	Remove Sign and Post and Reset Existing Sign on New Post	EA.	\$120.00	20	\$2,400.00
32	Construct 8' Concrete Valley Gutter	S.F.	\$7.00	246	\$1,722.00
33	Construct Commercial Driveway	S.F.	\$6.50	4,080	\$7,020.00
34	Adjust Water Meter	EA.	\$250.00	18	\$4,500.00
35	Adjust Existing Street Light to Finish Grade	EA.	\$500.00	4	\$2,000.00
36	Install 12" G.V. on Existing Line	L.S.	\$3,000.00	1	\$3,000.00
37	Abandon Existing Gate Valve	L.S.	\$500.00	1	\$500.00
38	Dust Control	L.S.	\$10,000.00	1	\$10,000.00
39	Install Film for Crosswalks Bars	L.S.	\$1,000.00	1	\$1,000.00
				SUBTOTAL	\$854,453.55
	20% Contingency				\$170,890.71
				TOTAL	\$1,025,344.26

Exhibit G 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
	Martin and Martin
	Name
	2101 South Jones Suite A
	Address
	(702)-248-8000
	Telephone
	02-855-2644
	EIN or DUNS

Block 2	Description
	Subject Matter of Contract/Agreement:
	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.	John A. Martin	1212 South Flower 4th Floor Los Angeles, CA 90015	(213)-483-6490
2.	John A. Martin Jr.	1212 South Flower 4th Floor Los Angeles, CA 90015	(213)-483-6490
3.	Roger M. Peltyn	1909 South Jones Blvd. Las Vegas, NV 89146	(702)-248-7000
4.	James R. Davis	2101 South Jones Blvd. Las Vegas, NV 89146	(702)-248-8000
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

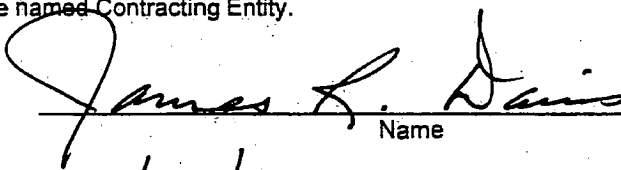
Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



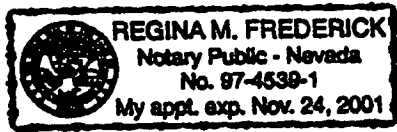
 Name
 7/12/01

 Date

Subscribed and sworn to before me this 12th day of

July, 2000. 2001
[June 2000]

Regina M. Frederick
Notary Public



City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒ **CONSENT**☐ **DISCUSSION****SUBJECT:**

Approval of a Facilities Relocation Agreement with Nevada Power Company for construction work in conjunction with the Ann Road, US-95 to Ferrell Street Project (\$94,783 - Regional Transportation Commission of Southern Nevada) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$94,783**☒**Budget Funds Available****Dept./Division: PW/City Engineer**☐**Augmentation Required****Funding Source: RTC****PURPOSE/BACKGROUND:**

This agreement will secure the services of Nevada Power Company for the removal of a wooden transmission pole to be replaced by a new steel pole and relocated out of the Ann Road/Rainbow Boulevard intersection.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Facilities Relocation Agreement

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

FACILITIES RELOCATION AGREEMENT

This Facilities Relocation Agreement (herein "Agreement"), entered into this 17th day of ~~September~~ ^{October}, 2001, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Nevada Power Company, a Nevada corporation (herein "NPC").

WITNESSETH:

WHEREAS, NPC owns and operates electric transmission and distribution facilities and provides electric service to the public in Clark and Nye Counties, Nevada, in accordance with its tariffs on file with the Public Utilities Commission of Nevada ("PUCN").

WHEREAS, the City is developing, and has submitted plans to NPC for street improvements on Ann Road in the vicinity of its intersection with Rainbow Boulevard. ("Improvements") that will require the relocation and/or modification of certain of NPC's existing facilities ("Facilities").

WHEREAS, the City and NPC have previously entered into a Franchise Agreement dated November 14, 1979; and

WHEREAS, NPC has been granted easements which among other things permits NPC to locate the Facilities in place including without limitation the following ("Easements"):

- A. Easement granted by Frank Tsou and Helen Du, recorded in Clark County in Book 960709 page 0068.
- B. Easement granted by Shelton Wagner, Charles Ruthe, and Virginia Hoene, recorded in Clark County in Document # 413916, Book 514.

WHEREAS, the City requested that NPC, by letter dated April 3, 2001, relocate the Facilities located in the southeast quadrant of the Ann Road/Rainbow Boulevard intersection at NPC's sole expense; and

WHEREAS; the City believes that the Facilities are located in an area that now falls under the scope of the Franchise Agreement and that NPC's rights under the Easements do not take precedence over the requirements of the Franchise Agreement;

WHEREAS, the City and NPC do not agree as to the applicability of the Franchise Agreement, or as to the party ultimately responsible for the payment of the costs of the Facility Modification (described in Section 2 below), under the terms of the Franchise Agreement or under other provisions of law ("Dispute"); NPC believes that the City is responsible and the City believes that NPC is responsible for such relocation; however the parties desire to avoid any delay in the Improvement and therefore desire to go forward prior to a final resolution of this Dispute without prejudicing the outcome of such resolution.

NOW, THEREFORE, for and in consideration of the foregoing a recitals, the provisions and terms contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and NPC do hereby agree as follows:

FACILITIES RELOCATION AGREEMENT

1. This Agreement does not change or alter the terms of the Franchise Agreement, and is intended to merely set forth a procedure between the City and NPC for the completion of and payment for the Facility Modification. The parties reserve their respective rights under the terms of the Franchise Agreement and other applicable provisions of law, if any, and nothing contained in this Agreement shall prejudice or waive either party's rights.
2. The Facility Modifications required are identified as shown on sheet number R16 of the Civil Plan for the Ann Road Improvements Project, US 95 To Ferrell Street, Job Number 5546 on file with the City's Department of Public Works. ("Facility Modifications") and include the following:
 - a) Removal of wooden transmission pole # X3789 to be replaced by NPC with one (1) new steel pole installed in the "pork chop" median on the southeast quadrant of the intersection with a barrier also installed by NPC, and relocation by NPC of associated distribution underbuild, all at an estimated cost of \$85,808 and a crash attenuator installed by the City at its sole cost; and
 - b) Relocation and installation of underground distribution conduit to street and signal lights by NPC at an estimated cost of \$8,975.
3. Upon execution of this Agreement by both parties the City shall issue a purchase order to NPC for the total of the above estimated costs of \$94,783 with provisions for payment of potentially greater actual costs for the Facility Modification. Such estimate excludes grossup for tax liability for "Contributions in Aid of Construction" pursuant to Section 118 of the Internal Revenue Code ("CIAC Tax"). The City will work with NPC to obtain a waiver of the CIAC Tax. In the event, no waiver is obtained; the City will pay such tax upon receipt of invoice for such CIAC Tax from NPC.
4. Following receipt of the City's purchase order NPC shall begin the design of Facility Modifications with work to be completed in accordance with a schedule to be agreed upon between the parties.
5. Upon completion of the Facility Modifications NPC shall invoice the City for, and the City shall pay to NPC, the actual cost incurred by NPC for the Facility Modification.
6. Any payment for the Facility Modification is made under protest by the City, which disputes any responsibility to make such payments, but is willing to make such payments to NPC pending a negotiations regarding or resolution of the Dispute.
7. Any payment(s) by the City to NPC for Facility Modification shall not affect, prejudice or waive the parties' respective positions with respect to the Dispute. In the event either party elects to seek a resolution of such issue in court, such payment(s) will be deemed to have been made for the same purposes as if such sum had been deposited into court as provided in Rule 67(l) of the Rules of Civil Procedure, and the court shall have the same jurisdiction and authority over said sum as if so deposited.
8. Any payment(s) for Facility Modification made by the City to NPC shall not be deemed by NPC to be a rejection of any offers made by NPC to the City to resolve

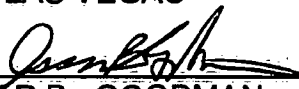
FACILITIES RELOCATION AGREEMENT

the Dispute. NPC is free to withdraw any offers of settlement made to the City, but such payment by the City to NPC under the terms of this Agreement shall have no effect on any such pending offers. The City and NPC remain free to (i) negotiate a resolution of the Dispute, (ii) to pursue other avenues to resolve the Dispute, and (iii) to allow such payment to stand without taking any further action. In the event neither party takes any further action to resolve the Dispute within two years from the date of the City's purchase order for the Facility Modifications, payment of the actual costs of the Facility Modification will be a final accord and satisfaction concerning the Facility Modifications only and shall not affect either party's respective position under the terms of the Franchise Agreement. In such event, the parties remain free to assert their respective positions under the terms of the Franchise Agreement and other applicable provisions of law with respect to any future relocations, but not with respect to those particular Facilities in this instance.

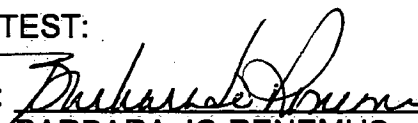
9. With respect to the Facility Modification costs, the City and NPC may seek a resolution of the Dispute and shall not seek or claim any other damages, fines, attorney's fees or other costs with respect to the Facility Modifications.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.

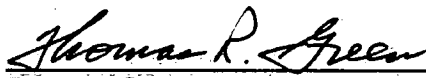
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN
Mayor

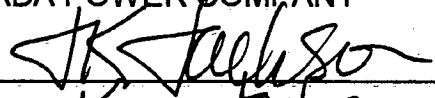
ATTEST:

By: 
BARBARA JO RENEMUS
City Clerk

APPROVED AS TO FORM:

By:  9/17/01
Deputy City Attorney Date

NEVADA POWER COMPANY

By: 
Name: Kip Jackson
Title: Team Leader

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from K. O. Construction on behalf of Seven Twenty Land and Building Corporation, owner (northeast corner of Valley View Boulevard and Meade Avenue) - Ward 1 (M. McDonald)

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

The proposed encroachment will consist of an approximate 11' wide strip of landscaping on the east side of Valley View Boulevard extending northward approximately 277' from Meade Avenue consisting of rock, trees, shrubs, and a drip irrigation system to satisfy a condition of SD-0046-01 for the proposed IATSE Local 720 union hall parking lot. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A"/Vicinity Map (northeast corner of Valley View Boulevard and Meade Avenue)

MOTION:

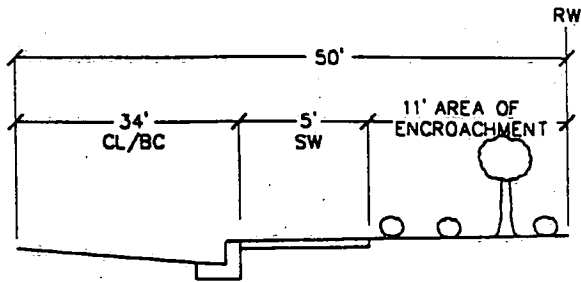
BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

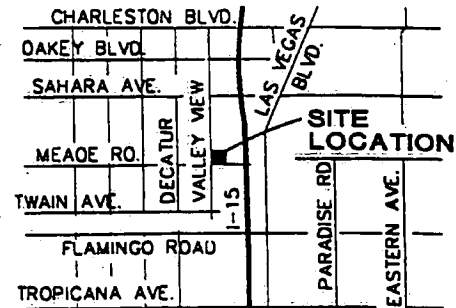
There was no related discussion.

(9:33 – 9:34)

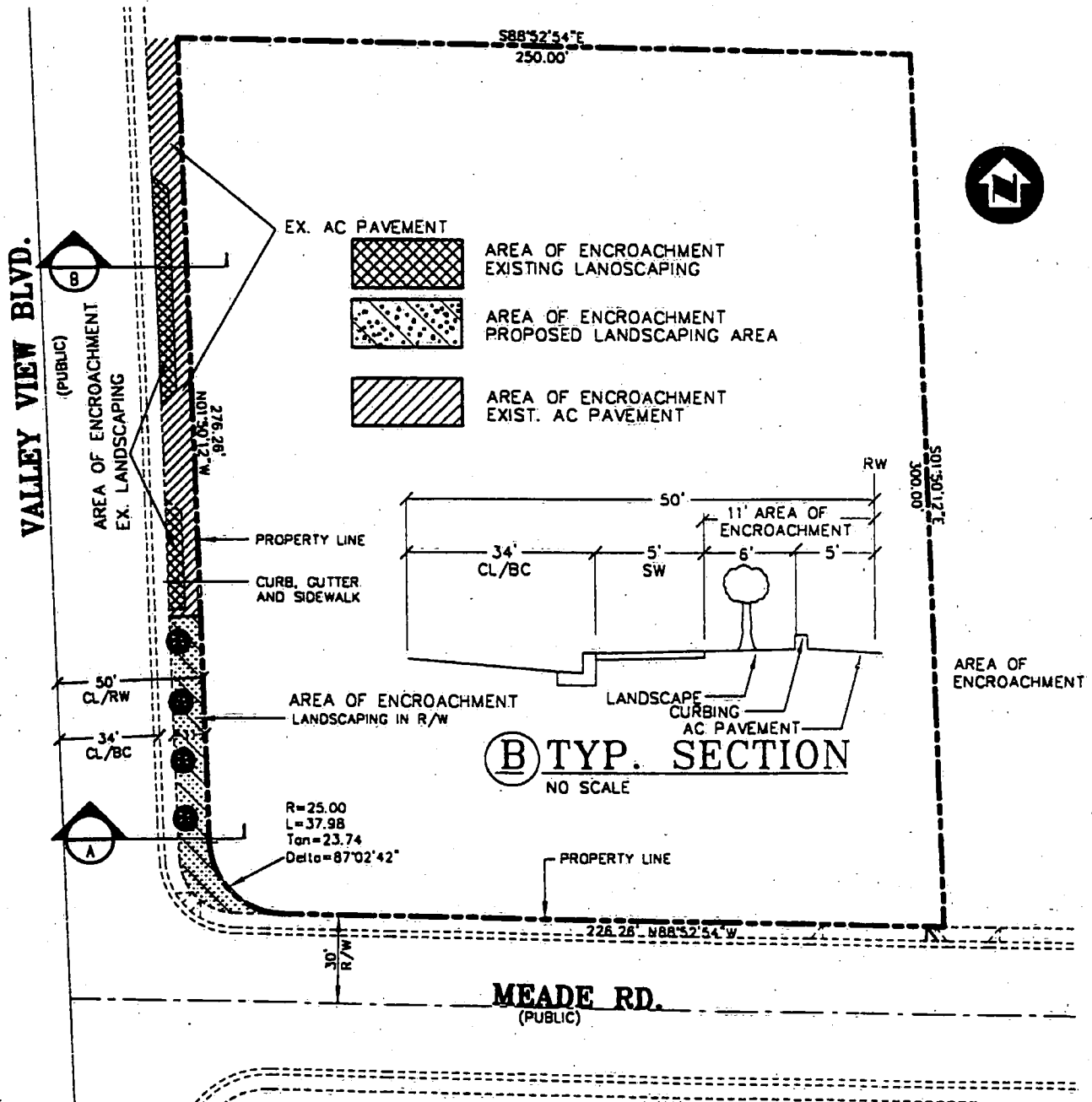
1-931



(A) TYP. SECTION
NO SCALE



VICINITY MAP



(B) TYP. SECTION
NO SCALE

IATSE LOCAL 720
APN 162-08-301-001
ENCROACHMENT EXHIBIT

DATE 8/3/01
JOB NO. 72285
SCALE NOT TO SCALE

SUMMIT
ENGINEERING
CORPORATION

1421 E. SUNSET ROAD, SUITE 17 LAS VEGAS, NEVADA 89119
PHONE (702) 252-3236 FAX (702) 252-3247

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from the Keith Companies, Incorporated, on behalf of Cimarron-Frontage, LLC, owner (northwest corner of Sky Pointe Drive and Cimarron Road) - Ward 6 (Mack)

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

The encroachment will consist of landscape extending along the Sky Pointe Drive property line including landscape on the medians adjacent to the Sky Pointe Drive property line. There will also be landscape extending from from Cimarron Road along the Deer Springs Way property line. All landscape will consist of trees, shrubs, and an irrigation system to satisfy conditions of Z-76-98(3) and Town Center Design Standards for the proposed Cimarron Springs Ranch. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A"/Vicinity Map (northwest corner of Sky Pointe Drive and Cimarron Road)
2. Copy of Encroachment Exhibit "B"/Vicinity Map (Sky Pointe Drive)
3. Copy of Encroachment Exhibit "C"/Vicinity Map (southeast corner of Deer Springs Way and Cimarron Road)

MOTION:

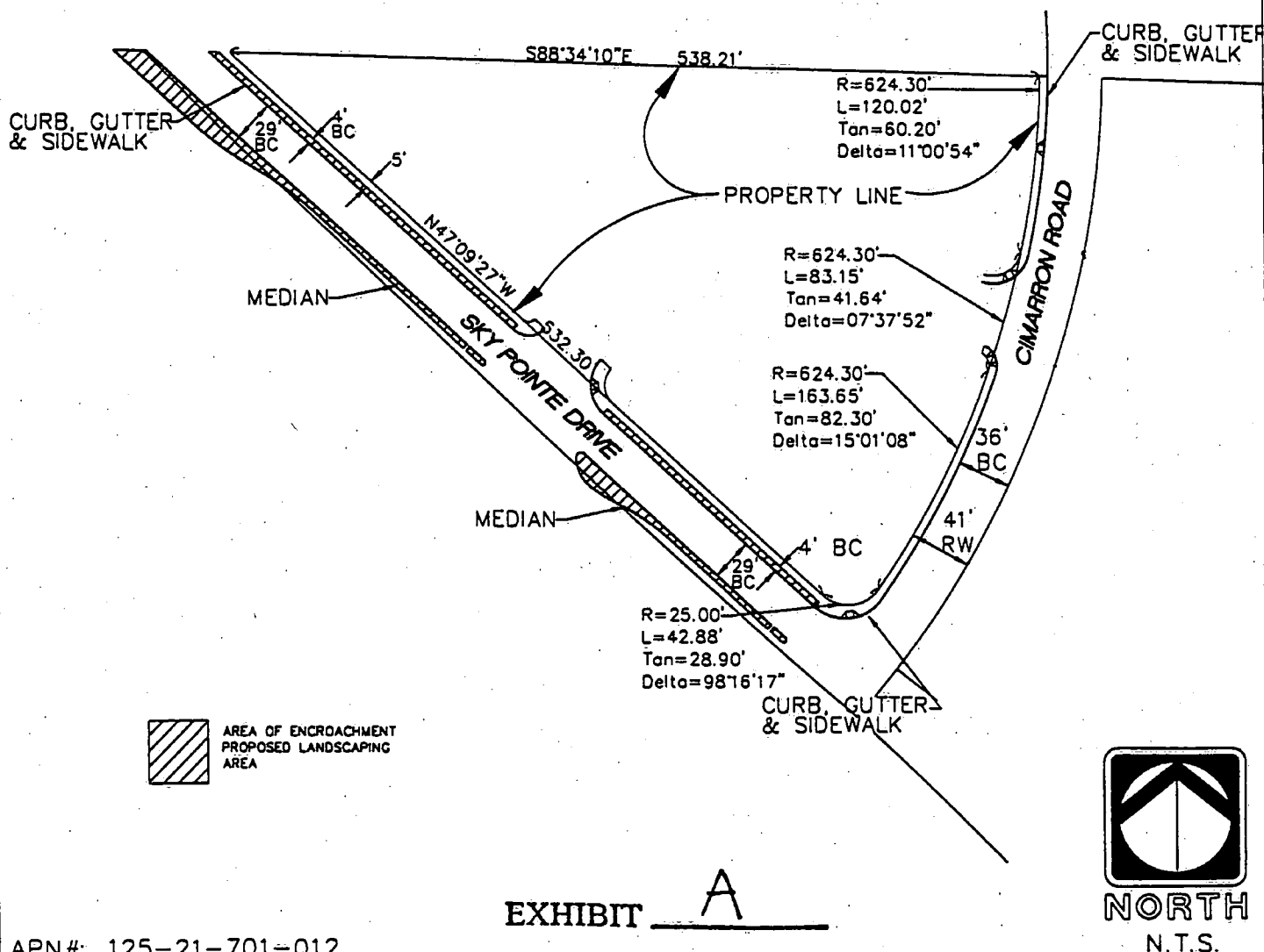
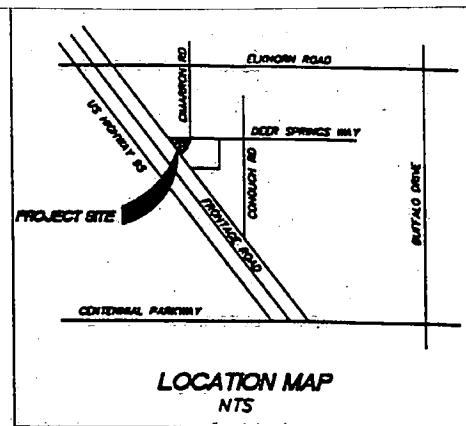
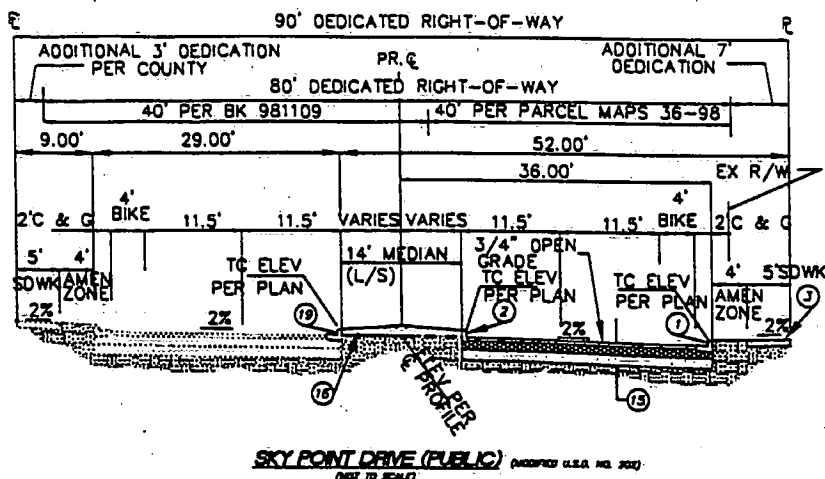
BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931



APN#: 125-21-701-012

The Keith Companies

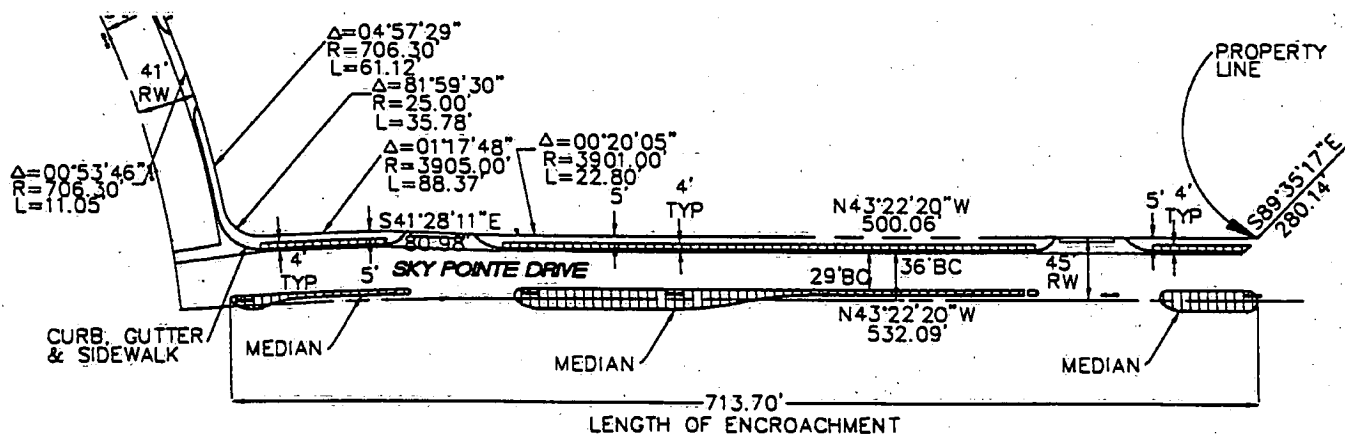
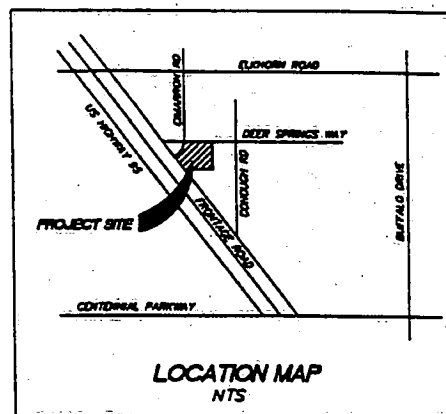
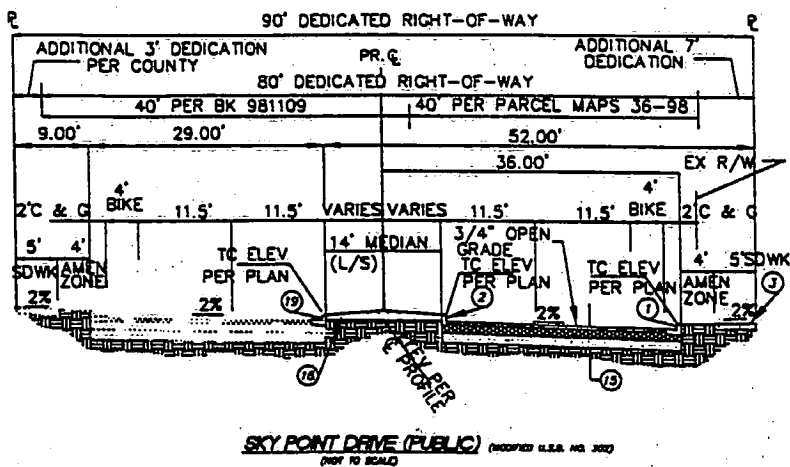
TKC

444 East Warm Springs Road, Suite 110, Las Vegas, Nevada 89119 (702) 263-8206
Water Resources Land Planning Civil Engineering Land Surveying Mining Environmental Services

CIMARRON SPRINGS PARCEL 1 ENCROACHMENT EXHIBIT

JAN. 16, 2001

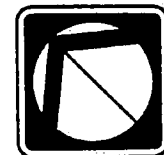
46



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA

EXHIBIT

B



NORTH

APN#: 125-21-701-006

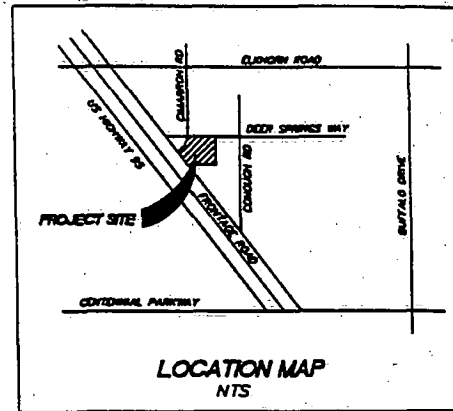
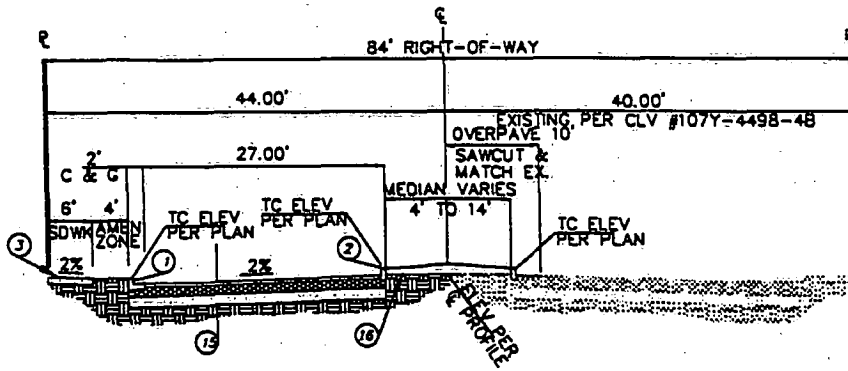
The Keith Companies

TKC

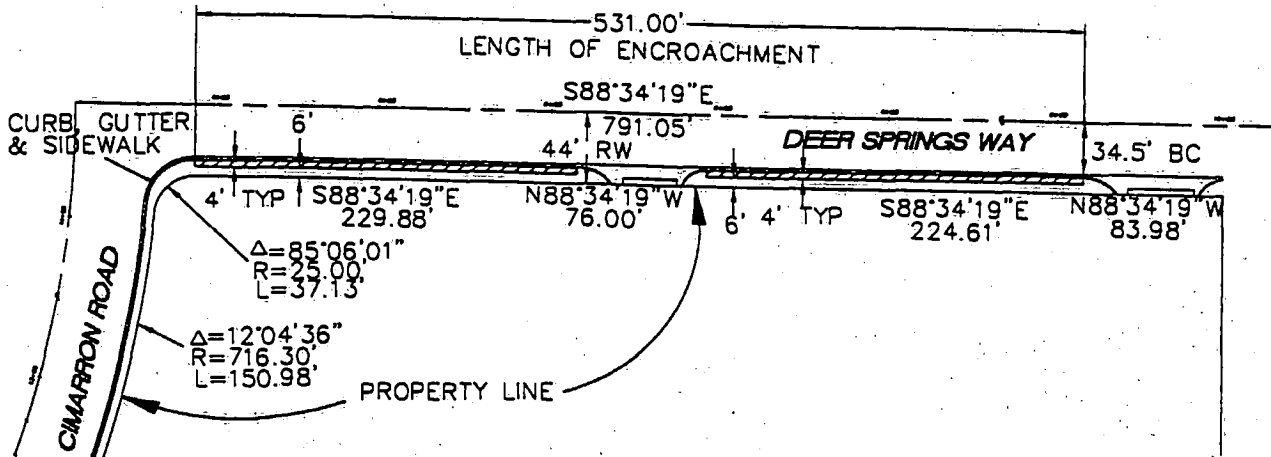
444 East Warm Springs Road, Suite 110, Las Vegas, Nevada 89119 (702) 263-8208
Water Resources Land Planning Civil Engineering Land Surveying Mapping Environmental Services

CIMARRON SPRINGS PARCEL 2
ENCROACHMENT EXHIBIT

JUNE 19, 2000 SKY P
(REVISION 1- JAN. 16, 2001)
(REVISION 2- SEPT. 13, 2001)



DEER SPRINGS WAY (PUBLIC) ADAPTED U.S.A. NO. 2002
NOT TO SCALE



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA

EXHIBIT C



APN#: 125-21-701-006

The Keith Companies

TKC

444 East Warm Springs Road, Suite 110, Las Vegas, Nevada 89119 (702) 263-8206
Water Resources Land Planning Civil Engineering Land Surveying Mapping Environmental Services

CIMARRON SPRINGS PARCEL 2
ENCROACHMENT EXHIBIT
DEER SPRINGS WAY

JUNE 19, 2000
(REVISION 1- JAN. 16, 2001)
(REVISION 2- SEPT. 13, 2001)

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Line Extension Agreement with Nevada Power for electrical service at Variety Day Home Expansion (\$4,196 - Community Development Block Grant Funds)- Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$4,196**☒**Budget Funds Available****Dept./Division: PW/City Engineer**☐**Augmentation Required****Funding Source: CDBG Funds****PURPOSE/BACKGROUND:**

Authorization for the Mayor to sign a Line Extension Agreement with Nevada Power Company for electrical service at Variety Day Home Expansion-990 "D" Street.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Line Extension Agreement

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

Contract #: LE-167353Work Request #: 167353Project Title: VARIETY DAYCARE CENTERDate Prepared: 06/12/01

**MASTER PLAN
LINE EXTENSION AGREEMENT**

ACTION TAKEN**Parties**

The parties to this Line Extension Agreement ("Agreement") are Nevada Power Company ("Utility"), and _____ ("Applicant").

Not Signed
Date 12/21/2001 *AKB*

Basis

This Agreement is made in compliance with applicable laws and regulations and Utility's Tariff Rules which are on file with and approved by the Public Utilities Commission of Nevada ("Utility's Rules").

Applicant has applied with Utility to provide electric service, as defined in Utility's Rules, to and/or within Applicant's property (Exhibit "A"), and has requested Utility to install the Line Extension in advance of permanent and final grade, development and/or site improvements.

Utility agrees to construct an electric line extension and/or modify its existing electrical system (Line Extension), as necessary, to provide electric service to Applicant's property pursuant to Utility's Rules and under the following terms and conditions:

Terms and Conditions**Line Extension Construction**

The Line Extension shall be constructed in accordance with Utility's standards and as depicted in the attached design (Exhibit "B").

The Line Extension shall provide N/A Kva, if applicable, to Applicant's property.

Applicant is responsible for providing and installing all trenching, backfill, conduits, and other appurtenances pursuant to Utility's Rules, and per Utility's design (Exhibit "B").

Utility is responsible for providing and installing all conductors, electrical hardware, and connections thereto pursuant to Utility's Rules, and per Utility's design (Exhibit "B").

Underground Residential Development

The Line Extension shall provide service to Applicant's development consisting of N/A HOMES.

Utility shall pay interest for the first six (6) months of this Agreement at the annual rate of N/A % for that portion of the advance submitted to Utility pursuant to NAC704A.240 and defined in this Agreement as subject to refund. Such Advance shall be subject to refund pursuant to NAC704A.250.

Contributions In Aid of Construction in excess of \$5,000.00 (CIAC)

The Line Extension has not been determined to incur costs, in excess of \$5,000.00, defined as non-refundable Contributions in Aid of Construction (CIAC).

If such CIAC is applicable, Utility shall maintain detailed records of actual costs incurred in performing such work, and at such time as Utility's construction is completed, and Utility's total actual construction costs peculiar to such project have been properly recorded, Utility shall compile such costs. Utility shall advise Applicant of the results of such review, and where such actual costs are less than the applicable amount advanced by Applicant as referenced below, Utility shall pay Applicant such difference within sixty (60) days of Applicant's request for such payment. Where such actual costs exceed such Applicant advance, Applicant shall pay Utility such difference, plus tax, within sixty (60) days of such notification.

Line Extension Allowance

The allowance, based on one (1) times the estimated annual revenue for Applicant's project, and peculiar to Utility's Rule 9, Section B is \$8400.00. The amount of such allowance applied toward Applicant's advance requirements upon execution of this Agreement is \$8400.00.

If no allowance is applicable upon execution of this Agreement, and later, within the term of this Agreement, becomes applicable pursuant to Utility's Rule 9, Utility shall refund the amount of such allowance subject to the provisions of this Agreement and Utility's Rules.

Service to Large Projects

If Applicant's project has a capacity requirement of at least one (1) Mw or (1.2Mva), or the Line Extension is estimated to cost in excess of \$350,000.00, all Utility construction costs attributed to the Line Extension, less the applicable allowance, shall be advanced by Applicant pursuant to Utility's Rule 9, Section B, Paragraph 6. This provision is not applicable to this Agreement.

At such time as it is determined, in the opinion of Utility, that Applicant's project has continuously maintained normal or expected operations for a period of not less than one year, and not more than two (2) years from the date the Line Extension is energized; or such operations have been significantly curtailed, Utility shall review Applicant's applicable cumulative billings and determine Applicant's actual annual revenue for the purpose of comparing the estimated annual revenues. Concurrently, Utility will determine the amount of actual construction costs peculiar to such project for the purpose of comparing to the estimated construction costs. Utility will calculate the appropriate amount of allowance, and if applicable the appropriate amount of Applicant advance based on the actual annual revenues and the actual construction costs. Utility shall advise Applicant of the results of such review, and where money is owed to Applicant, Utility shall refund the Applicant's advance for the amount of the difference, plus applicable tax within sixty (60) days of Applicant's request for such refund. If such analysis indicates that money is owed Utility, Applicant shall advance Utility the difference, plus applicable tax, within sixty (60) days of Utility's notification.

If Applicant fails to complete such project or terminates or significantly curtails electric service to Applicant's property, as determined by Utility, during the depreciable life of Utility's facilities installed peculiar to this Agreement, Applicant shall be responsible for payment to Utility, within sixty (60) days of written notification by Utility, of the undepreciated book value of those facilities used in providing service for which an allowance was given, as set forth in Exhibit "F". Utility may facilitate such payment at the expiration of such sixty (60) day period by applying the terms of the attached surety as necessary and applicable, to recover such amounts. The obligations contained herein shall survive any termination of this Agreement.

Advance

Utility estimates the design and construction of the Line Extension to be \$ 11,079.00. This estimate is contained in Exhibit "C". The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$ 4196.00 and is subject to the following:

That portion of Advance, inclusive of tax, that is subject to refund pursuant to Utility's Rules, exclusive of any amount pursuant to a participation agreement, is \$ 3476.00.

That portion of Advance, inclusive of tax, that is not subject to refund pursuant to Utility's Rules is \$ 720.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction in excess of \$5,000.00 as referenced above is \$ 0.00.

That portion of the Advance, inclusive of tax, not discussed elsewhere, that is required to become a participant in any applicable line extension agreement(s), and which is subject to refund pursuant to Utility's Rules, is \$ N/A.

All amounts required to be advanced by Applicant as referenced herein are subject to, and include, a tax gross-up as required pursuant to Utility's Rule 9, Section A, Paragraph 20.

Subsequent Attachments to Line Extension

When new residential development, pursuant to NAC 704A, is established within Applicant's Property, and such property is defined as a Master Planned Community pursuant to Utility's Rules, Utility shall determine the allowance applicable to such development by multiplying the actual annual revenues of such development by 1.2 pursuant to Utility's Rules. Such allowance shall be assessed each year on the anniversary date of this Agreement. If such allowance, less refunds made pursuant to this section, exceeds Utility's actual Line Extension costs applicable to such development, such excess amount shall be used as the basis for refund pursuant to this Agreement and Utility's Rule 9. Section C, Paragraph 4b.

When new development, other than residential development pursuant to NAC 704A, is established within Applicant's Property, and such property is defined as a Master Planned Community pursuant to Utility's Rules, pursuant to Utility's Rule 9, Section B, Utility shall determine the allowance applicable to such development by multiplying the estimated annual revenues of such development, as determined by Utility, by 1.0 pursuant to Utility's Rules. If such allowance exceeds Utility's actual Line Extension costs applicable to such development, such excess amount shall be used as the basis for refund pursuant to this Agreement and Utility's Rule 9. Section C, Paragraph 4a.

If new development is established for any subsequent applicant outside Applicant's property, and electric service to such development is connected directly to the Line Extension pursuant to Utility's Rule 9, Section B or Utility's Rule 9. Section C, Paragraph 4c, then Utility will identify the applicable length of any subsequent line extension necessary to provide minimum service requirements along the most direct route from the nearest source available as if the Line Extension does not exist. The applicable cable size of the portion of such subsequent line extension required to provide service to such subsequent applicant shall be determined by Utility by using standard practices and estimating criteria applicable to such line extension. If such subsequent line extension is not equivalent to Applicant's Line Extension, Utility will compute the estimated cost of any subsequent line extension in the manner depicted above. The resulting amount of such line extension shall be used as the basis for refund pursuant to Utility's Rules.

All such refunds shall be distributed proportionately to Applicant, and any other party or parties participating in the cost of Applicant's Line Extension, based on the amount each has contributed toward the total refundable cost of the Line Extension.

Participation Agreements

Upon execution of this Agreement, Applicant becomes a participant in the following listed agreement(s):

Contract No.	Dated
N/A	

Grade & Alignment

Applicant has not requested Utility to install the Line Extension in advance of permanent and final grade, development and/or site improvements.

Applicant will be responsible for and assumes all liability for all costs incurred by Utility associated with the alteration, relocation, and/or removal of Utility's facilities, including Utility's facilities provided and/or installed by Applicant, should any determination relevant to the provisions of this Agreement be made which, in the opinion of Utility, would necessitate any such alteration, relocation, and/or removal of Utility's facilities.

Applicant understands that circumstances associated with site development may, subsequent to the installation of Utility's facilities, require alteration or change in the use and/or topography of associated land or property, including adjoining street or other public rights-of-way.

Applicant recognizes that such subsequent changes to surrounding land or property may adversely affect such Utility facility installations relative to Utility's construction standards.

Applicant will acquire and provide accurate and final grade and curb alignment, as applicable, so as to reasonably assure Utility of permanent curb location and elevation at time of inspection and installation of Utility's facilities. As applicable, Applicant also agrees to comply with all requirements and conditions as specified in Exhibit "E".

Utility shall not install the Line Extension, or allow such Line Extension to be installed until all applicable Rules and regulations have been properly addressed and satisfied.

Utility shall not energize the Line Extension prior to Utility's inspection and approval. Utility shall not approve such installations until such time as Applicant has notified Utility, in writing, and Utility has verified, that all facilities are properly located relative to Utility's standards and the provisions set forth herein. Applicant acknowledges that Utility will require reasonable time to inspect and approve such facilities subsequent to Applicant's notification.

Applicant acknowledges that such installations will require additional expenses to be incurred by Utility to facilitate such arrangements, and Applicant assumes all reasonable costs, as determined by Utility, for inspection and verification of Utility's facilities location.

Applicant shall make payment to Utility, within sixty (60) days of written notification by Utility of any such costs incurred by Utility. Utility may facilitate such payment at the expiration of such sixty (60) day period by applying the terms of the attached surety, as necessary and applicable, to recover such costs.

The obligations contained herein shall survive any termination of this Agreement, and shall commence upon the signing of all parties shall continue indefinitely until such time as the provisions contained herein are no longer applicable

Equipment Access

If Applicant elects to enclose any facilities owned and maintained by Utility, Applicant shall notify Utility of such intentions prior to initiating such enclosure, and Applicant hereby grants and conveys to Utility rights-of-way for Utility's facilities and unrestricted ingress and egress rights thereto.

Applicant agrees not to alter such property or facilities without Utility's prior approval, or store any materials or equipment or other property, in any manner so as to encumber Utility's facilities' clearance or access requirements and/or standards.

The obligations contained herein shall survive any termination of this Agreement.

Surety

Applicant hereby agrees to provide Utility reasonable and acceptable surety upon written request of Utility which, in the opinion of Utility, is of the appropriate amount and necessary to ensure recovery of costs incurred by Utility peculiar to the provisions of this Agreement.

If Applicant fails to make payment to Utility as provided for in this Agreement, Utility may compel such payment by applying the terms of the surety as necessary to recover such amount. The obligations contained herein shall survive any termination of this Agreement.

General

Under no circumstances shall Utility refund any moneys that are in excess of the refundable amounts advanced pursuant to Utility's Rules and the terms of this Agreement.

All facilities installed pursuant to this Agreement shall be the property of Utility and Applicant shall never assail Utility's title or interest thereto.

Applicant shall permit Utility to inspect, at any time, any Applicant provided facility. Any inspection by Utility shall not be deemed approval of such facilities, or a waiver by Utility of any right to enforce strict compliance with the provisions of this Agreement. All installations by Applicant shall be in accordance with Utility's safety, operation or construction Standards, and Utility retains sole right to direct, control, approve, accept and reject all electric system facility installations which are subject to Utility's safety, operation or construction Standards.

Applicant can only assign this Agreement in the form and manner approved by Utility. Forms for an assignment are available from Utility. Utility shall not be required to pay any amounts to an assignee until Utility receives a properly completed assignment form and Applicant receives written acceptance of such assignment from Utility. Utility's rules are hereby made a part of this Agreement as if set forth herein.

Term

This Agreement shall commence upon the signing of all parties and shall terminate without further notice five (5) years from the commencement date.

No Obligation

Nothing in this Agreement shall be construed to limit the right or the ability of Applicant to obtain energy and other products and services provided by sellers of energy services other than Utility or by other allowable means during the term of this Agreement.

Dispute Resolution

In those instances in which the application of any provision of this Agreement is disputed, Utility or Applicant may submit a request to or file a complaint with the Public Utilities Commission of Nevada requesting the appropriate relief.

Signatures:

Applicant:

Utility:

By: _____

Its: _____

Dated: _____

By: PAUL DAVIS

Its: TEAM LEADER, LAS VEGAS DISTRICT

Dated: _____

Applicant's Mailing Address:

TAX ID# _____

APPROVED AS TO FORM:

Robert S. J. [Signature] 10-3-01
Date

Applicant's and/or Utility's signature to be notarized as requested.

STATE OF NEVADA) COUNTY OF CLARK)
On this ____ day of _____, 199__, before me , _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____ on behalf of _____, the corporation therein named, and acknowledged to me that the corporation executed it.
_____ Notary Public
_____ Statement or Seal

STATE OF NEVADA) COUNTY OF CLARK)
On this ____ day of _____, 199__, before me , _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____ on behalf of _____, the corporation therein named, and acknowledged to me that the corporation executed it.
_____ Notary Public
_____ Statement or Seal

EXHIBIT "A"
NEVADA POWER COMPANY
PROJECT BOUNDARIES AND LOCATION RECORD

APPLICANT: _____

PROJECT NAME: VARIETY DAYCARE EXPANSION

WORK REQUEST NO.: 167353

DATE: 06/12/01

Applicant's Property is located at, or near (Give street address or location relative to nearest street intersections):

J STREET AND C STREET

Applicant's Property is described as:

Range: 61 Township: 20 Section: 27 Quarter: B

Range: _____ Township: _____ Section: _____ Quarter: _____

Applicant's subdivision is named: N/A

Plate: _____ Book: _____ Lot(s): _____

Applicant's Master Planned Community is specifically described in the map depicted below, and is generally bounded by:

North _____
South _____
East _____
West _____

EXHIBIT "C"
NEVADA POWER COMPANY
LINE EXTENSION COST AND APPLICANT ADVANCE WORKSHEET

APPLICANT: _____

PROJECT NAME: VARIETY DAYCARE EXPANSION

WORK REQUEST NO:167353

DATE: 06/12/01

Current Tax rate: *		29.762%	Allowance per kVa:		\$0.00
NPC Costs:					
	Total Estimate	NPC Responsibility	Total Applicant Cost		
Material:	\$6,897.00	\$0.00	\$6,897.00		
Eng., Labor & Overhead:	\$4,182.00	\$0.00	\$4,182.00		
Total:	\$11,079.00	\$0.00	\$11,079.00		
Description	Amount	Est. Cost per Foot	Allowance		
Est. Load (kVa):	-		\$8,400.00		
Length of LE Feet:	284	\$9.43			
No. of Units:	-				
Adjusted Cost:	(SALVAGE)	\$0.00	\$2,679.00		
	(non-taxable/ non-refundable)				
Removal		\$0.00	\$2,679.00		
Description	Misc.	Refundable	Non-Refundable	Non-Refundable "CIAC in excess of \$5000"	
Attachments Advance:		\$0.00	\$0.00		
URD Adjustment:	NO	\$0.00			
Taxable Amount: *			\$2,679.00	\$0.00	
Tax: *		\$0.00	\$797.00	\$0.00	
Est. Value of Non-Cash Contribution: *	\$2,419.00				
Tax: *			\$720.00		
Non-Taxable Advance:	(removal)	\$0.00	\$0.00	\$0.00	
Sub Totals:		\$0.00	\$4,196.00	\$0.00	
Total Advance:	\$4,196.00				
SUMMARY					
Advance subject to refund (Exclude Participation):	\$0.00				
Advance not subject to refund (Exclude "CIAC in excess of \$5000"):	\$4,196.00	Total taxable (Less Tax):	\$2,679.00		
Advance defined as "CIAC in excess of \$5000":	\$0.00	Total Tax: *	\$1,517.00		
Advance required to Participate in other LE agreement:	\$0.00	Total Non-Taxable:	\$0.00		
Total Advance:	\$4,196.00	Total:	\$4,196.00		
* This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted, by reference, Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability (current tax rate noted above).					

REPRESENTATIVE: _____

**NEVADA POWER COMPANY
CUSTOMER TAXABLE ADVANCE CALCULATION SHEET**

CITY COUNCIL MEETING OF OCTOBER 17, 2001

Pg. 208

Customer:

Project Name: VARIETY DAY HOME EXPANSION

Project ID: 0000167353

Project: C STREET AND JEFFERSON

Version No.: 2

Contract:

On December 20, 1988, the Public Service Commission of Nevada adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986, will be increased to reflect the utility's income tax liability for contributions in aid of construction and/ or customer advances.

The current rate is 29.762

	Advance		Tax Rate		Tax
Refundable Taxable Advance	= <u>0</u>	X	<u>29.76</u>	=	<u>0</u>
Nonrefundable Taxable Advance	= <u>2,679</u>	X	<u>29.76</u>	=	<u>797</u>
Total Advance	= <u>2,679</u>				<u>797</u>
Nonrefundable Taxable Non-Cash Contribution in aid of construction (pipes, conduits and substructures)					
= <u>2,419</u>		X	<u>29.76</u>	=	<u>720</u>
TOTAL					<u>1,517</u>
Refundable Non-taxable Advance	= <u>0</u>				
Nonrefundable Non-taxable Advance	= <u>0</u>				
TOTAL Non-taxable Advance	= <u>0</u>				
Total Taxable Advance Less Tax	= <u>2,679</u>				
Total Tax Advance	= <u>1,517</u>				
Total Non-taxable Advance	= <u>0</u>				
Total Advance	= <u>4,196</u>				

* Please make checks payable to Nevada Power Company

Refundable advances plus the proportionate tax effect will be refunded under the terms and conditions of the contract. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER

By _____

Title _____

Tax ID # _____

Dated _____

NEVADA POWER COMPANY

By _____

Title _____

Dated _____

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Memorandum of Understanding (MOU) concerning the formation of an Alternate Discharge Conveyance Program between the City of Las Vegas, City of Henderson, and the Clark County Sanitation District - (County)

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

In order to implement the recommendations of the Las Vegas Wash Alternate Discharge Study the parties desire to jointly establish an "Alternate Discharge Conveyance Program". This program will address the funding, planning, design, construction, operation and maintenance of an alternate discharge conveyance system through one or more cooperative agreements.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Memorandum of Understanding

MOTION:

BROWN - APPROVED Items 3 through 57 - **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:34)

1-931

**MEMORANDUM OF UNDERSTANDING
CONCERNING THE ALTERNATE DISCHARGE CONVEYANCE PROGRAM**

This Memorandum of Understanding ("MOU") is entered into by the Clark County Sanitation District (CCSD), the City of Las Vegas (CLV), and the City of Henderson (COH) this ____ day of _____, 2001.

WHEREAS, continued treated wastewater effluent discharge to the Colorado River is an essential element of Southern Nevada's water resource inventory because of the return flow credits it generates; and

WHEREAS, the current practice of discharging effluent exclusively to the Las Vegas Bay via Las Vegas Wash is viewed as detrimental to efforts to stabilize and restore the Las Vegas Wash; and

WHEREAS, increasing effluent flows will require increasingly expensive and technologically challenging treatment systems to meet mass loading limitations for the Las Vegas Bay; and

WHEREAS, COH, CCSD and CLV have exclusive and binding regulatory obligations to the State and Federal governments to discharge their treated effluent in compliance with National Pollutant Discharge Elimination System (NPDES) permits; and

WHEREAS, COH, CCSD and CLV desire to address this issue jointly by constructing and operating an alternative discharge conveyance system to send effluent to the Colorado River at a location other than the Las Vegas Bay; and

WHEREAS, the parties have already initiated preliminary work on this program through the Alternate Discharge Study;

NOW, THEREFORE, BE IT RESOLVED that the undersigned parties agree as follows:

1. COH, CCSD and CLV agree that the purpose of this MOU is to establish the "Alternate Discharge Conveyance Program" and set forth the next steps in its implementation.
2. COH, CCSD and CLV agree to negotiate in good faith a cooperative agreement or multiple agreements to address the funding, planning, design, construction and operation of an alternative discharge conveyance system. The agreement(s) will:
 - a. Establish equitable funding arrangements for all aspects of the development, construction and operation of the conveyance system.
 - b. Establish a management board comprised of the City Managers of Henderson and Las Vegas and the Director of the CCSD or their designees.
 - c. Establish a Technical Steering Committee with representatives as designated by the City Managers and Director of the CCSD.

- d. Establish a tentative schedule of activities necessary to execute the program.
- e. Require the development and maintenance of a detailed financial plan for the program.
- f. Require the development and maintenance of a detailed capital improvement program.
- g. Require the development and updating of an operations and maintenance plan for the alternative conveyance system.

3. COH, CCSD, and CLV agree that the target date for the agreement or first phase agreement shall be December 15, 2001.

ACTION TAKEN

Noted: Signed: *[Signature]*
 Date 12/21/2001

ATTEST

CITY OF LAS VEGAS

City ClerkBy _____
Mayor

APPROVED AS TO FORM:

Thomas R. Green
 City Attorney

10/1/01
 Date

ATTEST

CLARK COUNTY SANITATION DISTRICT

ClerkBy _____
Chairman, Board of Trustees

APPROVED AS TO FORM:

Deputy District Attorney_____
Date

ATTEST

CITY OF HENDERSON

City ClerkBy _____
Mayor

APPROVED AS TO FORM:

City Attorney_____
Date

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the Traffic Signal Project at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way (\$6,800 - Donation Trust Fund) - Ward 2 (L.B. McDonald)

Fiscal Impact☒**No Impact****Amount: \$6,800**☐**Budget Funds Available****Dept./Division: PW/Traffic Engineering**☐**Augmentation Required****Funding Source: Donation Trust Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas and Clark County have entered into an agreement in which the City of Las Vegas will construct the traffic signal at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way, and Clark County will contribute \$6800 toward its construction.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

BROWN – APPROVED Items 3 through 57 – UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

**INTERLOCAL COOPERATIVE AGREEMENT FOR TRAFFIC SIGNAL
AT DESERT INN ROAD AND CRYSTAL WATER WAY/EL CAPITAN WAY**

THIS AGREEMENT, made and entered into this 5th day of February 2002, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY," and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY."

The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

CITY

Richard Goecke, Director
City of Las Vegas Public Works Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

COUNTY

Martin J. Manning, Director
Clark County Public Works Department
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

WITNESSETH

WHEREAS, agreements between public agencies are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and,

WHEREAS, the CITY is administering a City of Las Vegas project to construct a traffic signal at Desert Inn Road and Crystal Water Way/El Capitan Way (hereinafter "Project"); and,

WHEREAS, the southern half of Desert Inn Road and Crystal Water Way/El Capitan Way intersection lies within the jurisdictional limits of the COUNTY; and,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

**I.
CITY AGREES**

1. The CITY agrees to prepare the design plans and supplements to the specifications for the CITY's traffic signal project at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way.
2. The CITY agrees to permit the COUNTY to review and comment upon the design drawings before the CITY advertises the construction package.
3. The CITY agrees to advertise, award and construct the traffic signal at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way.
4. The CITY agrees to allow the COUNTY, through its Engineer, to observe, review and inspect Project construction work, with the understanding that all items of concern are reported to the CITY's designated representative for correction.
5. The CITY agrees that the COUNTY's designated representative shall have final authority to accept construction work performed south of the centerline of Desert Inn Road.
6. The CITY agrees to obtain the COUNTY's authorization for any contract change order.
7. The CITY agrees to furnish the COUNTY a set of record drawings upon completion of Project construction.
8. The CITY agrees to be responsible for all costs and expenses of the Project, including but not limited to, the design and construction costs of the Project, except as provided in Sections 2 paragraphs 1 and 2 of County Agrees.
9. The CITY, at its sole cost and expense, agrees to maintain, operate and pay the entire energy cost of the traffic signal at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way in perpetuity.

**II.
COUNTY AGREES**

1. The COUNTY agrees to be responsible for, and pay all costs for construction of the Project in an amount equal to all funds collected previously by the COUNTY for the Project, which is \$6800.00.
2. Within thirty (30) days after receiving an invoice from the CITY, the COUNTY further agrees to reimburse the CITY for all construction and construction engineering costs associated with the installation of the Traffic Signal at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way as a result of a COUNTY requested change order and separate approval from the Board of County Commissioners authorizing the change order amount.

**III.
IT IS MUTUALLY AGREED**

The COUNTY and the CITY will meet periodically to review and coordinate the implementation of the Project.

The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

The illegality or invalidity of any provisions of this Agreement will not affect the validity of the remainder of the Agreement.

This Agreement constitutes the entire agreement between the parties and will not be modified unless in writing and signed by both parties.

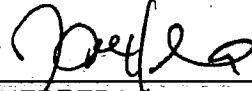
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

2/5/02

BY:



DARIO HERRERA
Chairman

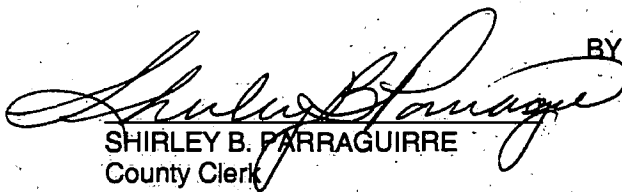
ATTEST:

APPROVED AS TO FORM:

BY:



CHRISTOPHER FIGGINS
Deputy District Attorney


SHIRLEY B. PARRAGUIRRE
County Clerk

Date of Council Action:

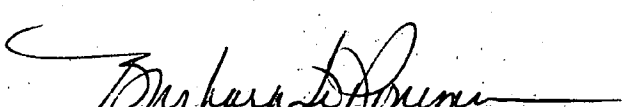
CITY OF LAS VEGAS

BY:



OSCAR B. GOODMAN
Mayor

ATTEST:


BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:



City Attorney

Date
10/1/01

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement between the City of Las Vegas and the Nevada Department of Transportation for the Federal Safety Project for Intersection Safety Improvements - (\$15,000 - Non-Signal Intersection Improvements) - Wards 1, 3 and 5 (M. McDonald, Reese and Weekly)

Fiscal Impact☐**No Impact****Amount: \$15,000**☒**Budget Funds Available****Dept./Division: PW/Traffic Engineering**☐**Augmentation Required****Funding Source: Non-Signal Intersection Improvements****PURPOSE/BACKGROUND:**

The City of Las Vegas and the Nevada Department of Transportation have entered into an agreement to provide intersection safety improvements. This project is federally funded with a 5% participation by the City. The project involves safety improvements to: Casino Center Boulevard at Wyoming Avenue, Martin Luther King Boulevard at Vegas Drive, Valley View Boulevard at El Conlon Avenue, Bonanza Road at Pecos Road, and Decatur Boulevard at O'Bannon Street. The City will contribute \$15,000 towards these safety improvements.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

BROWN - APPROVED Items 3 through 57 - UNANIMOUS with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:34)

1-931

Agreement Number R630-01-016

INTERLOCAL AGREEMENT

This Agreement, dated this 14th day of Dec, 2001, by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada, hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to enter into agreements with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the purpose of this agreement is that the DEPARTMENT AND CITY desire to construct safety improvements, which includes constructing median islands and modifying traffic signals, at Casino Center Blvd. at Wyoming Ave., Valley View Blvd. at El Conlon Ave., Martin Luther King Blvd. at Vegas Dr., Bonanza Rd. at Pecos Rd., Charleston Blvd. at Grand Central Pkwy. and Decatur Blvd. at O'Bannon Dr., hereinafter referred to as PROJECT; and

WHEREAS, the Transportation Equity Act for the 21ST Century (TEA 21) provides funding for all modes of transportation through the Hazard Elimination Funding category, under which this PROJECT is eligible for 95% federal funds and 5% CITY funds; and

WHEREAS, the construction of the PROJECT will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT is willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

CITY AGREES

1. To reimburse the DEPARTMENT within thirty (30) days after receipt of the DEPARTMENT's invoice for its portion of the PROJECT costs, estimated to be \$15,000.00 plus all costs not eligible for federal funding.

2. To approve within two weeks of receipt of the final plans and specifications for the PROJECT as prepared by DEPARTMENT, said plans being acceptable to the Director of Public Works for the CITY. If the DEPARTMENT is not notified by the CITY within that period, the DEPARTMENT will proceed with the PROJECT as is.

3. To authorize DEPARTMENT, its authorized agents and contractors to occupy CITY's Right-of-Way or easements for the purposes set forth in this agreement. This agreement constitutes authority to DEPARTMENT for such purposes.

4. To authorize DEPARTMENT, its authorized agents and contractors to occupy CITY's Right-of-Way or easements on Grand Central Pkwy. between Charleston Blvd. and Iron Horse Circle for the purposes of constructing safety improvements.

5. To complete the review of all change orders submitted by the DEPARTMENT and return comments within four (4) working days after receipt of such submittal, otherwise the DEPARTMENT will proceed with change orders so as to not to delay the DEPARTMENT's PROJECT. No response from the CITY within this time frame will constitute the CITY's acceptance for the DEPARTMENT.

6. To observe, review, and inspect all work associated with the project during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction

7. To retain ownership, operate and maintain PROJECT without cost to DEPARTMENT upon completion of the PROJECT.

8. To identify and relocate all utilities necessary to construct the PROJECT and the safety improvements to Grand Central Pkwy. prior to advertisement.

DEPARTMENT AGREES:

1. To fund 95% of PROJECT with Federal Hazard Elimination funds, estimated to be \$300,000.00.

2. To bill CITY, upon completion of PROJECT, for its match of incurred PROJECT costs estimated to be \$15,000, plus all costs not eligible for federal funding.

3. To provide CITY preliminary plans and specifications for review and comment, and to invite CITY to the plans and specifications review meeting to address said comments.

4. To allow the CITY to observe, review, and inspect project construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

5. To allow CITY to review and comment on the DEPARTMENT's PROJECT change orders which involve features or items related to the PROJECT. Comments shall be made within four (4) business days of receipt of change order as described in Paragraph 5 of CITY AGREES: No response from the CITY within this time frame shall constitute CITY's acceptance for the DEPARTMENT to proceed.

IT IS MUTUALLY AGREED

1. This Agreement will be terminated when construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Thomas E. Stephens, P.E., Director
Attn: Frederick Dries, P.E.
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
(775)888-7468

FOR CITY: Richard D. Goecke, Director
Attn: O.C. White, P.E.
City of Las Vegas Public Works
City Hall
400 E. Stewart Ave.
Las Vegas, NV 89101
(702)229-6278

4. The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT for preliminary engineering, right of way engineering, right of way acquisition, the relocation of utilities, construction engineering, and construction costs. The 5% match will be calculated as the applicable percent of the total PROJECT costs eligible for federal funding. All costs not eligible for Federal funding will be the responsibility of the CITY.

5. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in its reliance on the estimates set forth in the Agreement.

6. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction, 1996 Edition, to the lowest responsive and responsible bidder. If the lowest responsive and responsible bid exceeds the Engineer's estimate by more than seven percent (7%) of the total estimate, the DEPARTMENT has the right to reject any and all bid proposals. The DEPARTMENT shall only award the contract in such event, with the approval of the CITY.

7. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of the PROJECT.

8. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

9. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

12. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorney's fees and costs.

13. Any alteration considered extra work shall be an amendment to the Agreement. The amount and payment for extra work shall be specified in the amendment and will be the responsibility of the DEPARTMENT.

14. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

15. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained.

19. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise

create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

20. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

21. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

22. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

23. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

24. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

25. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

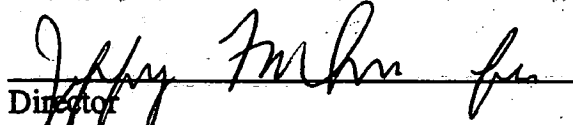
26. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

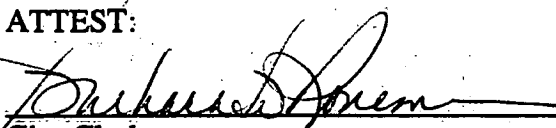
City of Las Vegas

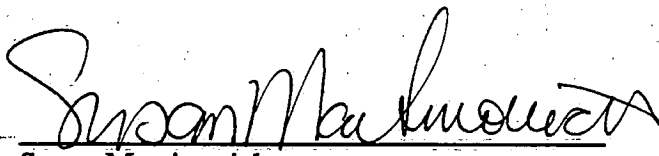
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION


Virginia Valentine
City Manager


Director
Department of Transportation
Reviewed:

ATTEST:


City Clerk


Susan Martinovich
Assistant Director Engineering

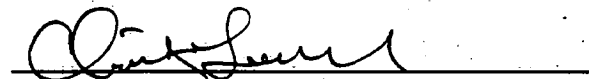
Approved as to Form:


City Attorney - DEPUTY 10/1/01

Recommended:


Eugene Weight
District Engineer

Approved as to Legality & Form:


Deputy Attorney General

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: OCTOBER 17, 2001****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-125-2001 - Approval of a Resolution Making Provisional Order and Directing that Notice of Hearing thereon be given regarding: Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (\$251,133.01- Capital Projects Fund - Levy Assessments) - Wards 4 and 5 (Brown and Weekly)

Fiscal Impact☐**No Impact****Amount: \$251,133.01**☐**Budget Funds Available****Dept./Division: PW/SID**☒**Augmentation Required****Funding Source: Capital Projects fund - Levy Assessments****PURPOSE/BACKGROUND:**

The installation of pavement, left turn lane and/or center median, "L" type curb and gutter, sidewalks, streetlights, water laterals, sewer laterals, and storm sewer. The entire project length of Rainbow Boulevard from Silverstream Avenue to Smoke Ranch Road is located in Wards 1, 2, 4, 5, and 6; however, the properties involved in the SID are located in Wards 4 and 5.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-125-2001

MOTION:

BROWN – APPROVED Items 3 through 57 – **UNANIMOUS** with GOODMAN and M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:34)

1-931

RESOLUTION NO. R-125-2001

A RESOLUTION MAKING A PROVISIONAL ORDER TO THE EFFECT THAT CERTAIN IMPROVEMENTS IN THE CITY SHALL BE ACQUIRED PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENTS LAW TO BE KNOWN AS CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD); AND CALLING A HEARING ON THE PROJECT.

Summary: Provisional Order Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, is of the opinion that the interest of the City requires the creation of a special improvement district pursuant to the Consolidated Local Improvements Law and the acquisition and improvement of Sanitary Sewer Project as defined in NRS 271.200, a Storm Sewer Project as defined in NRS 271.215, a Street Project as defined in NRS 271.225, and a Water Project as defined in NRS 271.250 (collectively, hereinafter the "Project"); and

WHEREAS, the City Engineer, together with the Engineering Integration Division, of the City and certain consulting engineers (collectively, hereinafter the "Engineer") has filed at the office of the City Clerk, in connection with the Project and with the proposed City of Las Vegas, Nevada, Special Improvement District No. 1474 – Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) the following:

(A) Preliminary plans and specifications showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness for the Project;

(B) A preliminary estimate of the total cost of the Project and of each type of construction, the estimate being made in a lump sum or by unit prices, and further, including in the total estimate, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, interest on interim warrants, if any, discount on any bonds, printing, and such other expenses as in the judgment of the Engineer are necessary or essential to the completion of such work or improvement, and the payment of the cost thereof;

(C) An assessment plat or map, including an addendum thereto (designated as a "Tabulation of Parcels") showing the descriptions of the property to be assessed,

showing the area to be assessed, the market values, a description of each lot, tract or parcel of land, the name and address of each owner, the amounts of estimated preliminary assessments, the amount of maximum benefits (and corresponding market value increases) estimated to be assessed against each lot, tract or parcel of land in the assessment area such estimate being based on the method of assessment set forth herein (an equitable adjustment having been made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or lands, or for any lot, tract or parcel of land not specially benefited for other reasons in direct proportion to its front footage, so that assessments according to benefits will be equal and uniform); and

(D) The Engineer's Report to the City Council on Benefits, as to the method of determining benefits and corresponding market value increases and as to whether the creation of the District is economically sound and feasible; and

WHEREAS, the City Council has examined the improvement plans, assessment plat, including the addendum thereto, typical section of contemplated improvements, preliminary estimate of the cost, estimate of maximum benefits, and Engineer's Report, so filed with the City Clerk, and has found, and does hereby declare the same to be satisfactory in all respects; and

WHEREAS, the City Council has also determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) and only the property which is so specially benefited, is included in the District; and

WHEREAS, a portion of the property to be included within the proposed District is located in the City; and

WHEREAS, the City Council has determined, and does hereby determine, that less than one-half of the cost of the improvements in the District shall be paid with funds from the levy of assessments; and

WHEREAS, the City Council has determined and does hereby determine that the exception provided by NRS 271.306(2)(a) does exist with respect to the costs of the improvements in the District, as more than one-half of the total costs will be paid with money derived from other than the levy of special assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS OF THE COUNTY OF CLARK, IN THE STATE OF NEVADA THAT:

Section 1. The special improvement district shall be designated "City of Las Vegas, Nevada, Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road)" (hereinafter the "District").

Section 2. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District 1474 Provisional Order Resolution" (hereinafter the "Resolution").

Section 3. The City Council hereby ratifies the preparation, by the Engineer, of and does accept the plans and specifications, assessment plat (including the addendum and exhibits thereto), typical section of the contemplated improvements, preliminary estimate of cost, the Engineer's Report on Benefits, and the estimate of maximum benefits (and corresponding market value increases) to be assessed against each lot, tract, or parcel of land in the assessment area.

Section 4. The Project shall be acquired at an estimated preliminary total cost of \$6,334,679.00 including engineering, legal, and incidental expenses, as more particularly hereinafter set forth and as described in the plans and specifications herein accepted, reference to which is hereby made and which are available for public inspection at the office of the City Clerk at 400 Stewart Avenue, Las Vegas, Nevada 89101.

Section 5. The City Council has also determined and does hereby declare as follows:

1. The public convenience and necessity requires the creation of the District and construction of the Project;
2. The creation of the District is economically sound and feasible; and
3. The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 6. The boundaries of the District, within which is located the Project and the lots, tracts and parcels of land to be assessed, shall be as designated in the form of notice set forth in Section 7 of this Resolution. It is estimated that the total cost shall be apportioned as follows:

<u>Estimated Amount of Special Assessments</u>	<u>Amount Available from Other Sources</u>	<u>Total Cost</u>
--	--	-------------------

\$251,133.01

\$6,083,545.99

\$6,334,679.00

The amounts to be assessed shall be made upon all tracts benefited in proportion to the special benefits received, as more fully described in the form of notice set forth in Section 7 of this Resolution.

Section 7. On Wednesday, November 21, 2001, at 1:00 p.m. in the City Council Chambers 400 Stewart Avenue in Las Vegas, Nevada (i.e., a time at least 20 days after the adoption of this Resolution) the City Council will consider the ordering of the Project and will hear all complaints, protests, and objections that may be made in writing, and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owners of land to be assessed or any person interested. The owners of the property to be assessed or any other persons interested therein may file a written protest or objection, and may appear before the City Council and be heard as to the propriety and advisability of making such improvements, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed against the property to be improved, and as to the amount of special benefits and corresponding market value increases. Twenty (20) days' notice, in writing, of such time and place shall be given to such property owners, postage prepaid, as first-class mail, to each of such property owners at his last known address, the names and addresses of such property owners are to be obtained from the records of the County Assessor or from such other sources as the City Clerk deems reliable. Such notice shall also be given to the owner and each tenant of mobile home parks, if any, located on any tracts to be assessed. Any such list of names and addresses may be revised from time to time, but such list need not be revised more frequently than at twelve-month intervals. Notice shall also be given by posting in three (3) public places at or near the site of the Project at least twenty (20) days prior to the hearing. Proof of such mailing and posting shall be made by the affidavit of the City Clerk or Deputy City Clerk, such proof to be filed with the City Clerk, provided that failure to mail such notice or notices shall not invalidate any assessment nor any other of the proceedings hereunder. Notice of the time and place of such hearing shall also be given by publication in the Las Vegas Review Journal, a daily newspaper published in Las Vegas and of general circulation in the City of Las Vegas, Nevada, once each week for three (3) consecutive weekly publications, by three (3) weekly insertions, the first publication in such newspaper to be at least fifteen (15) days prior to the date of the protest hearings. Not less than fourteen (14) days shall intervene between the first publication and the last publication in such newspaper. Such

service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. The proof of publication, the proof of mailing and the proof of posting shall be maintained in the records of the office of the City Clerk until all the assessments appertaining to the District shall have been paid in full principal, interest and any penalties or collection costs. Said notice shall be in substantially the following form:

(Form of Notice)

**NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN
THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1474 - RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO
SMOKE RANCH ROAD)**

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, has provisionally ordered the acquisition of a Storm Drain Project, a Sewer Project, Street Project and a Water Project (collectively, the "Project") as more particularly described as follows:

RAINBOW BOULEVARD (EAST SIDE) - from the centerline of Vegas Drive south along Rainbow Boulevard approximately 665 feet (90-foot right-of-way).

RAINBOW BOULEVARD (BOTH SIDES) - from the centerline of Vegas Drive north along Rainbow Boulevard approximately 1,343 feet (80-foot right-of-way).

The following assessment parcel Nos. (APNs) identified in the record of the County Assessor of Clark County are included in the district: 138-22-803-001, 138-23-401-001, and 138-26-110-001.

Except as shown on the preliminary plans and specifications now on file in the office of the City Clerk and in the office of the Special Improvement District in Las Vegas, Nevada, the character of such Project shall be described more particularly as follows: The improvements on Rainbow Boulevard will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane with raised medians at the signalized or future signalized intersections, "L" type curb and gutter, sidewalks, commercial or residential driveway approach and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District (filed with the office of the Special Improvement District prior to June 13, 2001) water and sewer laterals will be installed from the existing main lines in Rainbow Boulevard to such property. Sewer lines within the District are owned and maintained by the City. The City will require that properties connecting to the sewer line pay a connection fee and be annexed to the

City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The preliminary estimated total cost of the Project and the amount to be assessed is as follows:

Estimated Amount of Special Assessments	Amount Available from Other Sources	Total Cost
\$251,133.01	\$6,083,545.99	\$6,334,679.00

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a full width street pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed on a unit lot method for the installation of sewer laterals and water laterals.

The boundaries of the District shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements.

All persons interested are hereby advised that the preliminary plans and specifications (showing a typical section of the contemplated improvements) and the assessment plat including a tabulation of parcels or preliminary assessment roll; a preliminary estimate of the total cost, a description of the lots, tracts and parcels of land to be assessed and the portion of the cost to be assessed thereagainst, and the amount of maximum benefits (including the corresponding market value increases) estimated to be conferred on each piece or parcel of property, the Engineer's report as to the method of determining benefits, and all proceedings in the premises, are on file in the office of the Special Improvement District, Department of Public Works, and at the office of the City Clerk, 400 Stewart Avenue, Las Vegas, Nevada, and can be seen and examined by any property owner, or other interested persons, during regular business hours, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

It is anticipated that there will be grade or elevation changes in connection with the acquisition of the Project. Such grade or elevation changes are substantial and are as shown on the preliminary plans and specifications. All persons interested are hereby referred to the preliminary plans and specifications which relate to the details of the Project.

On Wednesday, November 21, 2001, at 1:00 p.m., in the City Council Chambers at 400 Stewart Avenue, in Las Vegas, Nevada, the City Council will consider the ordering of the proposed Project, and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract to be assessed or any person interested. The owners of the property to be assessed, or any other person interested therein, may appear before the City Council and be heard as to the propriety and advisability of acquiring and improving such Project, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District.

The City Council requests that any property owner or interested person wishing to make protest or objection, make such protest or objection in writing at the office of the City Clerk at least three (3) days before the time set for such hearing, i.e., on or before Friday, November 16, 2001. On the date and at the time and place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the City Council, or present them orally, and the City Council may adjourn the hearing from time to time to discuss and consider said issues before it. Any

person filing a written protest or objection as hereinabove provided shall have the right within thirty (30) days after the City Council has finally passed on such protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. A PROPERTY OWNER'S ONLY CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE AT THE PUBLIC HEARING AND A PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO DISTRICT COURT.

A person should object to the formation of the District, using the procedure outlined in this notice, if his support for the District is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.315.

The City Council of the City of Las Vegas has determined that one-half or more of the total cost of each of the improvements in the District shall be paid with monies derived from other than the levy of special assessments and accordingly may take advantage of the exception stated in paragraph (a) of subsection (2) of NRS 271.306, (which exception is that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

After such hearing, the City Council shall determine the advisability of undertaking each part of the Project, and, if it determines to proceed, shall determine the kind and character of such improvements to be made, and shall authorize the advertising for bids for the doing of such work and the furnishing of all necessary materials with the lowest and best bidder or bidders. The City Council may determine not to proceed with all or any part of the Project regardless of the protests or objections.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the City Council). The City Council shall provide that the assessments may be payable without interest and without demand during a specified cash payment period and the City Council shall provide that the assessments may be paid at the election of the owner in twenty (20) substantially equal semi-annual installments of principal. The City Council shall also provide the time and terms of payment of such assessments, and shall fix penalties (at a rate not exceeding two percent (2%) per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds" which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If bonds are not sold for the District the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

Pursuant to NRS 271.357 and NRS 271.360, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a Hardship Determination. Any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof. A person desiring to apply for a Hardship Determination shall file an application no later than

November 21, 2001, with the Clark County Department of Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106, (702) 455-8687.

By order of the City Council of the City, Nevada, and dated this October 17, 2001.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 8. That all action, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the City of Las Vegas, Nevada, Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) be, and the same hereby are, ratified, approved and confirmed.

Section 9. That the officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. That all resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

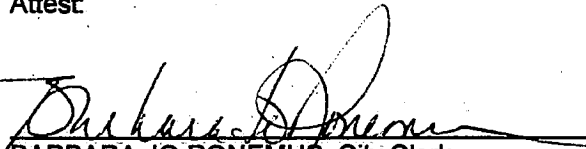
Section 11. That the invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

Section 12. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

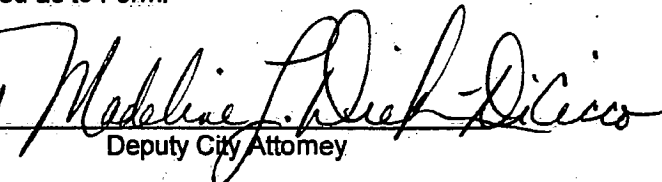
PASSED, ADOPTED AND APPROVED this 17th day of October, 2001.


OSCAR B. GOODMAN, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

10-4-01 
Date Deputy City Attorney

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on October 17, 2001.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Gary Reese
 Larry Brown
 Lynette-Boggs McDonald
 Lawrence Weekly
 Michael Mack

Those Voting Nay:

NONE

Those Absent:

Oscar B. Goodman and
 Michael J. McDonald

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting including in the notice the time, place, location, and agenda of the meeting:

(A) BY POSTING A COPY OF THE NOTICE AT LEAST THREE WORKING DAYS BEFORE THE MEETING AT THE PRINCIPAL OFFICE OF THE CITY COUNCIL, OR IF THERE IS NO PRINCIPAL OFFICE, AT THE BUILDING IN WHICH THE MEETING

IS TO BE HELD, AND AT LEAST THREE (3) OTHER SEPARATE, PROMINENT PLACES WITHIN THE JURISDICTION OF THE CITY COUNCIL, TO WIT:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Senior Citizens Center
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

(B) BY MAILING A COPY OF THE NOTICE TO EACH PERSON, IF ANY, WHO HAS REQUESTED NOTICE OF THE MEETINGS OF THE CITY COUNCIL IN THE SAME MANNER IN WHICH NOTICE IS REQUIRED TO BE MAILED TO A MEMBER OF THE CITY COUNCIL. SUCH NOTICE WAS DELIVERED TO THE POSTAL SERVICE NO LATER THAN 9:00 A.M. ON THE THIRD WORKING DAY PRIOR TO THE MEETING.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on October 17, 2001 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 17, 2001.

(SEAL)

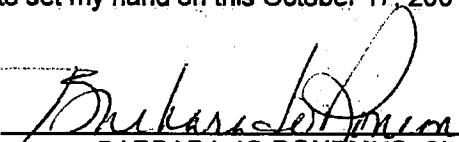

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas

CITY COUNCIL AGENDA

OCTOBER 17, 2001
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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN 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.

OCTOBER 17, 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 \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES ARE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PASTOR KURT SORTLAND, THE LAKES LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- RECOGNITION OF STUDENT GOVERNMENT DAY
- RECOGNITION OF FORMER PLANNING COMMISSIONERS
- RECOGNIZE CITY EMPLOYEE MARIA CASTILLO-COUCH AS KLAS CHANNEL 8 PORTRAIT OF SUCCESS RECIPIENT
- RECOGNITION OF COUNCILWOMAN BOGGS MCDONALD FOR 5 YEARS OF SERVICE AT THE CITY OF LAS VEGAS

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 September 19, 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.

ADMINISTRATIVE - CONSENT

3. Approval of Licensing Agreement with Annenberg/CPB Channel Programs for the rebroadcast of educational programming

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval of a new Family Child Care Home, Antoinette Powell, dba A Little Ray of Sunshine, 5017 Jay Avenue, Antoinette Powell, 100% - Ward 6 (Mack)
6. Approval of a new Family Child Care Home, Carmen Gomez, 4604 Nolan Lane, Carmen Gomez, 100% - Ward 1 (M. McDonald)
7. Approval of a Special Event Liquor License for Major League Sports, Location: Buckskin Basin Park, 7500 West Gowan Road, Date: November 3, 2001, Type: Special Event Beer/Wine/Cooler, Event: Rugby Tournament, Responsible Person in Charge: Brendan Lee - Ward 4 (Brown)
8. Approval of a Special Event Liquor License for St. Elizabeth Ann Seton Catholic Church, Location: 1811 Pueblo Vista Drive, Church Campus, Date: October 27, 2001, Type: Special Event Beer/Wine, Event: Fall Festival, Responsible Person in Charge: Edward J. Bazar, Jr. - Ward 4 (Brown)
9. Approval of a new Package Liquor License subject to the provisions of the fire and planning codes and Health Dept. regulations, Albertson's Inc., dba Sav-On Drugs #9001, 3485 East Owens Avenue, Peter L. Lynch, Pres., Kay L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
10. Approval of Change of Ownership for a Beer/Wine/Cooler On-sale Liquor License, From: Can Quach, 100%, To: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, 220 West Sahara Ave., Hue T. Do, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
11. Approval of Additional Liquor License: Liquor Caterer License, The Club at Canyon Gate, Inc., dba Canyon Gate Country Club, 2001 Canyon Gate Drive, Jack T. Lupton, Dir, Pres, Secy, Treas, 100%, Charles H. Feddersen, Gen Mgr - Ward 1 (M. McDonald)
12. Approval of Additional License: Liquor Caterer License, The Egg & I, Inc., dba The Egg & I, 4533 West Sahara Ave., Suite 5, Bradley J. Burdsall, Dir, Pres, 33.33%, Suzanne R. Altreche, Dir, Secy, Treas, 33.33%, Donna J. Burdsall, Shareholder 16.67%, James R. Davis, Shareholder, 16.67% - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License and a Restaurant License, The Pyramids, LLC, dba From: The Pyramids Café a Mediterranean Restaurant, To: Lily's Bistro, 9350 West Sahara Ave., Suite 150, Hany A. Zaky, Mmbr, 50%, Kimberly A. Zaky, Mmbr, 50% - Ward 2 (L.B. McDonald)

14. Approval of Change of Business Name for a Restaurant Service Bar Liquor License, Big Daddy's Enterprise, Ltd., dba From: Stephie's Bistro, To: Mama Jo's Bistro, 8427 West Lake Mead Blvd., Larry H. Schwartz, Mgr, Stephanie A. Schwartz, Mgr, S & L Enterprises, Inc., Mmbr, 90%, Stephanie A. Schwartz, Dir, Pres and Larry H. Schwartz, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 4 (Brown)
15. Approval of Manager for a Supper Club Liquor License, Bertolini's at Village Square, Inc., dba Bertolini's Authentic Trattoria, 9500 West Sahara Ave., Brandon L. Bueltel, Gen Mgr - Ward 2 (L.B. McDonald)
16. Approval of Manager for a Tavern Liquor License, Angel Park, LLC, dba Angel Park Golf Club, 100 South Rampart Blvd., Heritage Five Management Group, LLC, Mgr, James A. Husband, CEO, Pres, Secy, Andrew R. Crosson, Exec VP - Ward 2 (L.B. McDonald)
17. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 10 slots, Cardivan Company db at Sav-On Drugs #9001, 3485 East Owens Avenue - Ward 3 (Reese)
18. Approval of a new Burglar Alarm Service License, Industry Electronic Services, dba Cardinal Systems, 3834 Vanessa Drive, Christopher W. Pritchard, 100% - (County)
19. Approval of a new Hypnotist License subject to the provisions of the planning codes, Liana Snyder, LLC, dba Liana Snyder, 2921 North Tenaya Way, #342, Liana G. Snyder, Mmbr, 100% - Ward 4 (Brown)
20. Approval of a new Independent Massage Therapist License, Andrea L. Cornell, dba Andrea L. Cornell, 1100 East Sahara Ave., 101A, Andrea L. Cornell, 100% - Ward 3 (Reese)
21. Approval of a new Independent Massage Therapist License, Adriann Golightly, dba Adriann Golightly, 7310 Smoke Ranch Road, Suite M, Adriann Golightly, 100% - Ward 4 (Brown)
22. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. DeVito, dba Artistic Kneads, From: 10028 West Cherokee Ave., To: 9109 Safeport Court, Sarah L. DeVito, 100% - Ward 2 (L.B. McDonald)
23. Approval of Change of Location for an Independent Massage Therapist License, Marqueta Aiken, dba Marqueta Aiken, From: 3241 Haven Ridge Court, Unit 103, To: 4921 Forest Oaks Drive, Marqueta Aiken, 100% - Ward 6 (Mack)
24. Approval of Change of Location for an Independent Massage Therapist License, Kelli Jo Perude, dba Kelli Jo Perdue, From: 1814 North Decatur Blvd., #104, To: 2550 South Rainbow Blvd. #23, Kellie Jo Perdue, 100% - (County)
25. Approval of a new Locksmith License, Abdullah Saab, dba Anytime Locksmith, 3400 West Desert Inn Road, Suite 14, Abdulla H. Saab, 100% - Ward 1 (M. McDonald)
26. Approval of Change of Ownership, Business Name and Manager for a Class II Secondhand Dealer License, From: Morrow & Morrow, dba Children's Orchard (Rio Vista Plaza), Lillian C. Morrow and Brook S. Morrow, 100% jointly as husband and wife, To: Mari A. Alexander, dba Children's Orchard, 7035 West Ann Road, Suite 140, Mari A. Alexander, 100%, Alzenia O. Walls, Mgr - Ward 6 (Mack)
27. Approval of Change of Location and Reclassification for a Secondhand Dealer License subject to the provisions of the planning and fire codes, Steven Gibson, dba Steve's Buy N Sell, From: Class III Secondhand Dealer, 510 Las Vegas Blvd. South, To: Class II Secondhand Dealer, 625 Las Vegas Blvd., South, Steven R. Gibson, 100% - Ward 5 (Weekly)
28. Preapproval of Bid Number 02.1730.18-RC, Lewis Street Corridor Enhancements to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Estimated monetary amount of \$1,940,000 - Capital Projects Fund) - Ward 3 (Reese)
29. Approval of the issuance of a blanket purchase order for annual requirements for the purchase of firefighter turnout gear (JDF) - Department of Fire & Rescue - Award recommended to: FIRST IN, INC. (\$400,000 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

30. Approval of Use Agreement to utilize the City of Henderson Agreement EE335 for Regulated Services (KF) - Department of Information Technologies - Award recommended to: NEVADA DIVISION OF CENTRAL

TELEPHONE COMPANY DBA SPRINT OF NEVADA (Estimated amount of \$180,000 over 3 years - Various Funds)
- All Wards

31. Approval of award of Bid Number 020004-KF, Plasma Monitors - Fire and Rescue - Award recommended to: IDEX DISPLAYS (\$47,454 - Metropolitan Medical Response System Special Revenue Fund)
32. Approval of the issuance of a purchase order for the purchase, installation and maintenance of a VisiCAD Data Archiving & Purging Software Module for Fire & Rescue (CW) - Department of Fire & Rescue - Award recommended to: VISICAD, INC. (\$31,300 - Internal Service Fund)
33. Approval of award of Bid Number 01.15341.29-LED, Furnish & Install Detention Facility Voice Logging System Upgrade - Department of Public Works - Award recommended to: SUPERIOR BUSINESS COMMUNICATIONS (\$30,652 - Capital Projects Fund) - Ward 3 (Reese)

FIRE AND RESCUE DEPARTMENT - CONSENT

34. Approval of a Software Support Agreement between Trittech Software Systems and the Combined Communications Center operated by the City of Las Vegas for the CAD/RMS computer system (\$186,306 - Internal Service Fund) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

35. Approval to file an amendment to Right-of-Way Grant No. N-37142 with the Bureau of Land Management for a sewer easement on portions of land lying within the Southwest Quarter (SW 1/4) of Section 28, T20S, R60E, M.D.M., generally located along the south side of Summerlin Parkway, between Buffalo Drive and Cimarron Road - 138-28-301-002 - Ward 2 (L.B. McDonald)
36. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the West Half (W 1/2) of Section 20, T19S, R60E, M.D.M., for roadway, sewer and drainage purposes located along and near the west side of El Capitan Way between Elkhorn Road and Rome Boulevard - Ward 6 (Mack)
37. Approval of a Fifth Supplemental Cooperative Agreement #09H between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to close the West Charleston Boulevard, Antelope Way to Hualapai Way project - Wards 1 and 2 (M. McDonald and L. B. McDonald)
38. Approval of a Seventh Supplemental Cooperative Agreement #48E between the City of Las Vegas, Clark County and the Regional Transportation Commission to close the Lake Mead Boulevard I, Winwood Street to I 15 project - Ward 5 (Weekly)
39. Approval of Interlocal Contract #385 by and between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for Monorail Preliminary Studies (\$250,000 - Regional Transportation Commission of Southern Nevada) - Wards 3 and 5 (Reese and Weekly)
40. Approval of a First Supplemental Interlocal Contract LAS.16.C.99 to the Rancho Road System, Centennial Parkway to Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)
41. Approval of a First Supplemental Interlocal Contract LAS.16.B.99 to the US 95 Channel between Centennial Parkway and the Rancho Detention Basin, between the City of Las Vegas, Clark County Regional Flood Control District and Centennial Centre LLC to extend the date of completion to allow time for the developer to correct cracking observed along portions of the channel - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

42. Approval of a First Supplemental Interlocal Contract LAS.10.I.98 for the Durango Drive, Gowan North Channel Phase II by and between the City of Las Vegas and the Clark County Regional Flood Control District to reallocate funds within the interlocal contract and extend the date of completion - Ward 4 (Brown)
43. Approval of an Engineering Design Services Agreement with Martin and Martin Civil Engineers for the 2001-2002 Neighborhood Street Rehabilitation-Meadows Village 4 (\$153,035.50 - Street Rehabilitation Fund) - Ward 3 (Reese)
44. Approval of a Facilities Relocation Agreement with Nevada Power Company for construction work in conjunction with the Ann Road, US-95 to Ferrell Street Project (\$94,783 - Regional Transportation Commission of Southern Nevada) - Ward 6 (Mack)
45. Approval of an Encroachment Request from K. O. Construction on behalf of Seven Twenty Land and Building Corporation, owner (northeast corner of Valley View Boulevard and Meade Avenue) - Ward 1 (M. McDonald)
46. Approval of an Encroachment Request from the Keith Companies, Incorporated, on behalf of Cimarron-Frontage, LLC, owner (northwest corner of Sky Pointe Drive and Cimarron Road) - Ward 6 (Mack)
47. Approval of a Line Extension Agreement with Nevada Power for electrical service at Variety Day Home Expansion (\$4,196 - Community Development Block Grant Funds)- Ward 5 (Weekly)
48. Approval of a Memorandum of Understanding (MOU) concerning the formation of an Alternate Discharge Conveyance Program between the City of Las Vegas, City of Henderson, and the Clark County Sanitation District - (County)
49. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the Traffic Signal Project at the intersection of Desert Inn Road and Crystal Water Way/El Capitan Way (\$6,800 - Donation Trust Fund) - Ward 2 (L.B. McDonald)
50. Approval of an Interlocal Agreement between the City of Las Vegas and the Nevada Department of Transportation for the Federal Safety Project for Intersection Safety Improvements - (\$15,000 - Non-Signal Intersection Improvements) - Wards 1, 3 and 5 (M. McDonald, Reese and Weekly)

RESOLUTIONS - CONSENT

51. R-125-2001 - Approval of a Resolution Making Provisional Order and Directing that Notice of Hearing thereon be given regarding: Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (\$251,133.01- Capital Projects Fund - Levy Assessments) - Wards 4 and 5 (Brown and Weekly)
52. R-126-2001 - Approval of a resolution increasing the fixed asset capitalization threshold from \$500 to \$5,000 and increasing the established useful life guideline from one year to two years
53. R-127-2001 - Approval of a Resolution amending Schedule 25-II to change the speed limit from 25 mph to 35 mph on Torrey Pines Drive between Rancho Drive and Ann Road - Ward 6 (Mack)
54. R-128-2001 - Approval of a Resolution amending Schedule 25-II to change the speed limit from 25 mph to 35 mph on Bradley Road between Ann Road and the Las Vegas Beltway - Ward 6 (Mack)
55. R-129-2001 - Approval of a Resolution amending Schedules 25-II and 25-IV to change the speed limit from 35 mph to 45 mph on Hualapai Way between Desert Inn Road and Sahara Avenue - Ward 2 (L.B. McDonald)

REAL ESTATE COMMITTEE – CONSENT

56. Approval of a Right of Entry to Nevada Power for construction of electric facilities located on Parcel Number 138-14-402-001, known as Fire Station #43, located near Smoke Ranch Road and Torrey Pines Drive - Ward 6 (Mack)
57. Approval authorizing staff to submit a letter to the Bureau of Land Management (BLM) relinquishing 15 acres of BLM leased land located at Tropical Parkway and Durango Drive in favor of the Clark County School District (CCSD) - Ward 6 (Mack)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

58. Discussion and possible action on Appeal of Work Card Denial: Approved October 18, 2000 subject to one year review: Oria Denise Jones, 98 South Martin Luther King Boulevard #250, Las Vegas, NV 89106
59. Discussion and possible action on Appeal of Work Card Denial: Priscella Renita Saintal, 2200 Torrey Pines #1064, Las Vegas, NV 89108
60. Discussion and possible action to authorize payment of \$68,110 to Colleen Baker, and her attorney Glade Hall, Esq., to satisfy a \$43,000 judgment, \$24,800 award of attorneys fees, and \$310 in costs

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

61. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern Liquor License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and approval by the Nevada Gaming Commission, From: Fitzgerald's Las Vegas, Inc., dba Fitzgerald's Casino/Hotel, Philip D. Griffith, Dir, COB, CEO, Jerome H. Turk, Dir, Terrance W. Oliver, Dir, Pres, COO, Gerald C. Heetland, VP, General Counsel, Secy, To: Barden Nevada Gaming, LLC, dba Fitzgeralds, 301 Fremont Street, Majestic Investor, LLC, Mmbr, 100%, Don H. Barden, Mgr, Michael E. Kelly, Mgr, COO, CFO - Ward 3 (Reese)
62. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Roy's/Westcoast-1, Limited Partnership, dba Roy's #1, 8701 West Charleston Blvd., Roy's Outback Joint Venture, Gen Ptnr, 85%, Chris T. Sullivan, Exec Cmtee Mmbr, Mark D. Running, Ltd Ptnr, Ops Dir, 4%, Daniel M. Shrum, Ltd Ptnr, Proprietor, 6% - Ward 1 (M. McDonald)
63. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Carrabba's/Arizona-I, Limited Partnership, dba Carrabba's Italian Grill - Summerlin, 8771 West Charleston Blvd., Carrabba's Italian Grill, Inc., Gen Ptnr, 81%, Steven T. Shlemon, Pres, Marco J. Caldana, Ltd Ptnr, 10%, Thompson Restaurants 2000, Inc., Ltd Ptnr, 9%, Douglas W. Thompson, Dir, Pres, Secy, Treas - Ward 1 (M. McDonald)
64. Discussion and possible action regarding a Reduction in Business License Fees for a Carnival License sponsored by Friends of the Huntridge Theater, Location: 1208 East Charleston Blvd, Date: October 12-31, 2001, Event: Carnival, Eric Jordan, Mmbr, Tom Anderson, Mgr - Ward 3 (Reese)
65. Discussion and possible action regarding a new Beer/Wine/Cooler On-sale Liquor License, Delian Lamela, dba Cuba Café, 552 North Eastern Ave., Suite A, Delia A. Lamela and Osmel R. Lamela, 100% jointly as husband and wife - Ward 3 (Reese)
66. Discussion and possible action to reallocate funds within the Parks & Leisure Capital Projects Fund - All Wards [NOTE: This item is related to Item #67]

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

67. Discussion and possible action to award Bid Number 01.15301.22-LED, East Las Vegas Community/Senior Center and approve the construction conflicts and contingency reserve set by departments of Finance and Business Services -and Public Works. Award recommended to: CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (\$7,538,000- Capital Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to Item #66]
68. Discussion and possible action on a transfer of funds in the amount of \$500,000 from City Facilities Capital Project Fund (CPF) to the Detention & Enforcement CPF for the purpose of accelerating the Close Custody Unit Renovation - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

69. Report, discussion and possible action to direct staff regarding policy to address vacant, abandoned and blighted properties and possible City code changes - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

70. Public hearing, discussion and possible action regarding a petition filed pursuant to NRS 463.3086(2) by City Parkway IV to designate the location for establishment of a proposed Gaming Enterprise District (GED) on property (approximately 56 acres) located along the east side of Grand Central Parkway between Bonneville Avenue and Ogden Avenue, east of I-15 and south of US95, also known as 100 Grand Central Parkway - Ward 5 (Weekly)
71. Discussion and possible action on the recommendation of lands to be disposed of by the Bureau of Land Management in the Fall 2002 public sale - Ward 6 and Clark County (Mack and County)

PUBLIC WORKS DEPARTMENT - DISCUSSION

72. Report on the status of Nevada Intelligent Transportation System (ITS) - US 95 and Freeway Arterial System of Transportation (FAST) Agreement

BOARDS & COMMISSIONS - DISCUSSION

73. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION - Jack Doyle - Term Expiration 4-1-2004 (Deceased)
74. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD - Alberta Allen - Term Expiration 6-2003 (Moved Out of State)
75. ABEYANCE ITEM - CHILD CARE LICENSING BOARD - June Gilmore - Term Expiration 6-28-2003 (Resigned)
76. CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE - Donald M. Clark - Term Expires 11-3-2001
77. LAS VEGAS CENTENNIAL CELEBRATION COMMITTEE - Las Vegas Events Organization Representative - Term Expiration 2005

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

78. Bill No. 2001-90 – Annexation No. A-0032-01(A) – Property Location: Near the northeast corner of El Capitan Way and Grand Teton Drive; Petitioned By: Roadrunner Properties, LLC, et al; Acreage: 15.50 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
79. Bill No. 2001-91 – Annexation No. A-0033-01(A) – Property Location: On the north side of O'Hare Avenue approximately 220 feet east of Fort Apache Road; Petitioned By: O'Hare Partners, et al; Acreage: 6.87 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
80. Bill No. 2001-92 – Annexation No. A-0037-01(A) – Property Location: On the northeast corner of El Capitan Way and Grand Teton Drive; Petitioned By: Vincent Magliulo; Acreage: 2.58 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack

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, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

81. Bill No. 2001-83 – Establishes rules, regulations and business licensing requirements for farmers' markets. Proposed by: Mark Vincent, Director of Finance & Business Services
82. Bill No. 2001-93 – Updates the City's notification requirements for certain zoning hearings in conformance with State law. Proposed by: Robert S. Genzer, Director of Planning and Development
83. Bill No. 2001-94 – Amends the Zoning Code regarding the expansion and redevelopment of certain nonconforming uses. Proposed by: Robert S. Genzer, Director of Planning and Development
84. Bill No. 2001-95 – Amends the Zoning Code to provide for the forwarding of certain variance applications to the City Council for final action. Proposed by: Robert S. Genzer, Director of Planning and Development
85. Bill No. 2001-96 – Updates the annexation provisions of the Zoning Code to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
86. Bill No. 2001-97 – Amends the Zoning Code to allow the practice of hypnotherapy as a permitted use in all commercial and industrial districts. Proposed by: Robert S. Genzer, Director of Planning and Development
87. Bill No. 2001-98 – Amends the Zoning Code provisions relating to wheel stops in parking areas. Proposed by: Robert S. Genzer, Director of Planning and Development
88. Bill No. 2001-99 – Allows time-share condominiums in the C-2 Zoning District by means of special use permit. Sponsored by: Councilman Lawrence Weekly
89. Bill No. 2001-100 – Revises the Town Center Development Standards Manual in various respects. Proposed by: Robert S. Genzer, Director of Planning and Development
90. Bill No. 2001-101 – Makes unenforceable any covenant, condition, restriction or other regulation that prohibits or restricts the display of the American flag. Sponsored by: Mayor Oscar B. Goodman

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 OR THOSE ITEMS TO BE STRICKEN OR TABLED.

91. Bill No. 2001-102 – Annexation No. A-0006-99(A) – Property Location: On the northwest corner of Alexander Road and Grand Canyon Drive; Petitioned By: City of Las Vegas; Acreage: 4.96 acres; Zoned: R-E (County Zoning), U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
92. Bill No. 2001-103 – Annexation No. A-0004-01(A) – Property Location: On the southwest corner of Rainbow Boulevard and Grand Teton Drive; Petitioned By: New Vista Ranch, Inc.; Acreage: 17.75 acres; Zoned: R-A (County Zoning), U (DR) (City Equivalent); Sponsored by: Councilman Michael Mack
93. Bill No. 2001-104 – Annexation No. A-0031-01(A) – Property Location: On the southeast corner of Grand Canyon Drive and Farm Road; Petitioned By: Silver Saddle Investors Limited Liability Company; Acreage: 15.23 acres; Zoned: R-E (County Zoning), U (R) (City Equivalent); Sponsored by: Councilman Michael Mack
94. Bill No. 2001-105 – Annexation No. A-0036-01(A) – Property Location: On the southeast corner of Ackerman Avenue and Versimount Road; Petitioned By: R. B. Petersen Construction Co.; Acreage: 7.76 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
95. Bill No. 2001-106 – Annexation No. A-0038-01(A) – Property Location: On the southeast corner of Log Cabin Way and Dapple Gray Road; Petitioned By: Joan R. Sommers Living Trust; Acreage: 5.12 acres; Zoned: R-A (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
96. Bill No. 2001-107 – Establishes a procedure regarding the creation of certain maintenance districts. Proposed by: Robert S. Genzer, Director of Planning and Development
97. Bill No. 2001-108 – Conforms the City's gaming enterprise district provisions to the requirements of State law. Proposed by: Bradford R. Jerbic, City Attorney
98. Bill No. 2001-109 – Eliminates work card requirements for several business license categories and related occupations. Proposed by: Mark Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

99. 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

100. Public hearing on local improvement district regarding: Special Improvement District No. 1470 – Craig Road (Buffalo Drive to US-95) - (\$343,272.05 - Capital Projects Fund - Special Assessments) – Wards 4 and 6 (Brown and Mack)
101. Public hearing on local improvement district regarding: Special Improvement District No. 1471 – Jones Boulevard (Rancho Drive to Centennial Parkway) - (\$650,269.26 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

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 – DISCUSSION

102. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0167-94(1) - STRATOSPHERE GAMING CORPORATION - Request for a Site Development Plan Review and a Waiver of The Downtown Centennial Plan Parking Lot Standards FOR A PROPOSED AMUSEMENT/THRILL RIDE located at 2000 and 2035 Las Vegas Boulevard South (APN's: 162-03-401-001, 162-03-301-016, and 162-03-410-001 through 004), C-2 (General Commercial) and R-4 (High Density Residential) Zones under Resolution of Intent to C-2 (General Commercial), Ward 3 (Reese). The Planning Commission (3-2-2 vote) recommends DENIAL. Staff recommends APPROVAL

103. NOT TO BE HEARD BEFORE 4:00 P.M.: GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0019-01 - CITY OF LAS VEGAS - Request to Amend portions of the Town Center Land Use Plan on the southwest and southeast corners of the proposed beltway and U.S. 95 interchange, FROM: SC-TC (Service Commercial - Town Center) TO: GC-TC (General Commercial - Town Center); FROM: GC-TC (General Commercial - Town Center) and SC-TC (Service Commercial - Town Center) TO: PF-TC (Public Facility - Town Center) and FROM: SX-TC (Suburban Mixed-Use) TO: GC-TC (General Commercial - Town Center), (APN: 125-29-502-004 (portion), 125-28-201-001, 125-28-210-002 (portion), 125-28-610-004 (portion), 125-28-610-003 (portion), 125-27-301-005 and 006, 125-27-401-008 (portion), 125-27-402-005, 125-28-503-001 (portion), 125-27-101-022 and 024), Ward 6 (Mack). Staff has no recommendation. The Planning Commission (3-2 vote on a motion for approval) failed to obtain a super majority vote which is tantamount to DENIAL

104. REVIEW OF CONDITION - AR-0012-89(3) AND AR-0016-90(3) - GEMINI, INC. ON BEHALF OF THE LADY LUCK HOTEL/CASINO - Request for a Review of Condition Number 1 of AR-0012-89(3) and AR-0016-90(2) WHICH REQUIRED THE TEMPORARY STRUCTURES TO BE REMOVED BY OCTOBER 21, 2001 located adjacent to the northwest corner of Ogden Avenue and 4th Street, (APN: 139-34-510-030), C-2 (General Commercial) Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

105. REVIEW OF CONDITION - PUBLIC HEARING - Z-0117-94(6), Z-0158-94(7) AND Z-0122-97(6) - THE CITY OF LAS VEGAS - Request for a status report from Kirkland Development and discussion and possible action regarding compliance with all pertinent original and amended conditions of approval for Rezoning applications Z-0117-94, Z-0158-94 and Z-0122-97 (the Lynbrook Subdivision site) on property located north and south of Farm Road, between Jones Boulevard and Decatur Boulevard, R-E (Residence Estates) Zone under Resolution of Intent to R-PD2, R-PD3, R-PD5 and R-PD7 (Residential Planned Development - 2, 3, 5 and 7 Units per Acre), Size: 264.75 Acres, (APN's: 125-13-210-001, 002 and 125-13-610-001, 125-13-203-001, 002 and 125-13-210-001, 002 and 125-13-310-001, 003 and 125-13-710-001 through 010), Ward 6 (Mack). Staff has no recommendation

106. REVIEW OF CONDITION - PUBLIC HEARING - Z-0064-00(2) - BRIAN NAAS - Request for a Review of Condition numbers 2, 3, 4 & 5 of Rezoning case (Z-0064-00) TO ALLOW RELIEF FROM ALL PUBLIC WORKS IMPROVEMENTS located at 1820 Willow Trail (APN: 139-19-704-008), R-1 (Single Family Residential) under Resolution of Intent to C-2 (General Commercial), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of Review of Condition numbers 2, 4 and 5; and the Planning Commission (6-0 vote) and staff recommend APPROVAL of Review of Condition number 3

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 107.ABEYANCE ITEM - MAJOR MODIFICATION - IRON MOUNTAIN RANCH RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(4) - WILLIAM LYON HOMES - Request for a Major Modification to the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE APPROXIMATELY 40 ACRES FROM THE OVERALL PLAN AREA at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive (APN: 125-12-401-001), R-E (Residence Estates) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre), [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
- 108.ABEYANCE ITEM - GENERAL PLAN AMENDMENT RELATED TO Z-0016-98(4) - PUBLIC HEARING - GPA-0011-01 - WILLIAM LYON HOMES - Request to Amend a portion of the Centennial Hills Sector Plan FROM: DR (Desert Rural) TO: R (Rural Density Residential) on approximately 40 acres at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive (APN: 125-12-401-001), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend DENIAL
- 109.ABEYANCE ITEM - REZONING RELATED TO Z-0016-98(4) AND GPA-0011-01 - PUBLIC HEARING - Z-0025-01 - WILLIAM LYON HOMES - Request for a Rezoning FROM: R-E (Residence Estates) under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre) TO: R-PD2 (Residential Planned Development - 2 Units Per Acre) on approximately 40 acres at the northeast corner of the intersection of Jones Boulevard and Grand Teton Drive, (APN: 125-12-401-001), PROPOSED USE: SINGLE FAMILY RESIDENTIAL SUBDIVISION, Ward 6 (Mack). Staff recommends APPROVAL if Z-0016-98(4) and GPA-0011-01 are approved; or if Z-0016-98(4) is approved and GPA-0011-01 is denied; or if Z-0016-98(4) is denied and GPA-0011-01 is approved; or STRIKE if Z-0016-98(4) and GPA-0011-01 are denied. The Planning Commission (4-1-1 vote) recommends DENIAL
- 110.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0076-98(23) - CENTENNIAL CENTER, LIMITED LIABILITY COMPANY ON BEHALF OF CINGULAR WIRELESS - Request for a Site Development Plan Review TO ALLOW ANTENNAS TO BE PLACED ON AN EXISTING 75 FOOT TALL PYLON SIGN on the east side of Centennial Center Boulevard, approximately 975 feet southeast of its intersection with Tropical Parkway (APN: 125-28-610-003), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 111.VACATION - PUBLIC HEARING - VAC-0022-01 - CASINO GARCES, LIMITED LIABILITY COMPANY - Petition to vacate a portion of Garces Avenue generally located west of Casino Center Boulevard, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 112.TWO YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0023-89(3) - JAY AND CAROL HARRISON - Required Two Year Review of an Approved Variance WHICH ALLOWED THE RELOCATION OF AN EXISTING OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 265 FEET AND 110 FEET RESPECTIVELY FROM TWO EXISTING OFF-PREMISE ADVERTISING SIGNS (BOTH ACROSS CHARLESTON BOULEVARD), WHERE A 300 FOOT SEPARATION IS REQUIRED located adjacent to the south side of Charleston Boulevard approximately 460 feet east of Lindell Road (APN: 163-01-501-009), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 113.TWO YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0046-89(3) - BOLOGNESE FAMILY TRUST - Required Two Year Review of an Approved Variance WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 140 FEET FROM ANOTHER OFF-PREMISE ADVERTISING SIGN WHERE 300 FEET IS THE MINIMUM SEPARATION ALLOWED on the northwest corner of Sahara Avenue and Valley View Boulevard (APN: 162-06-801-008), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 114.THREE YEAR REQUIRED REVIEW - VARIANCE - PUBLIC HEARING - V-0072-88(3) - HORSESHOE CLUB OPERATION COMPANY - Required Three Year Review of an Approved Variance WHICH ALLOWED A 12

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

Exhibit "B"

(Attach Affidavit of Publication of Notice of Hearing)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

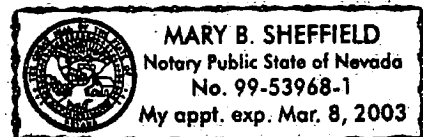
LV CITY CLERK
1958185

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 11/05/01 to 11/19/2001, on the following days: NOVEMBER 5, 13, 19, 2001

Signed: Donna StarkSUBSCRIBED AND SWORN BEFORE ME THIS THE 20day of November 2001Mary B. Sheffield
Notary Public

PLEASE SEE ATTACHED



**NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE PROPOSED
CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1474 - RAINBOW
BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD)**

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, has provisionally ordered the acquisition of a Storm Drain Project, a Sewer Project, Street Project and a Water Project (collectively, the "Project") as more particularly described as follows:

RAINBOW BOULEVARD (EAST SIDE) - from the centerline of Vegas Drive south along Rainbow Boulevard approximately 665 feet (90-foot right-of-way).

RAINBOW BOULEVARD (BOTH SIDES) - from the centerline of Vegas Drive north along Rainbow Boulevard approximately 1,343 feet (80-foot right-of-way).

The following assessment parcel Nos. (APNs) identified in the record of the County Assessor of Clark County are included in the district: 138-22-603-001, 138-23-401-001, and 13825-110-001.

Except as shown on the preliminary plans and specifications now on file in the office of the City Clerk and in the office of the Special Improvement District in Las Vegas, Nevada, the character of such Project shall be described more particularly as follows: The improvements on Rainbow Boulevard will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane with raised medians at the signalized or future signalized intersections, "L" type curb and gutter, sidewalks, commercial or residential driveway approach and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District (filed with the office of the Special Improvement District prior to June 13, 2001) water and sewer laterals will be installed from the existing main lines in Rainbow Boulevard to such property. Sewer lines within the District are owned and maintained by the City. The City will require that properties connecting to the sewer line pay a connection fee and be annexed to the City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The preliminary estimated total cost of the Project and the amount to be assessed is as follows:

Estimated Amount of Special Assessments	Amount Available from Other Sources	Total Cost
\$251,133.01	\$6,083,545.99	\$6,334,679.00

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a full width street pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed on a unit lot method for the installation of sewer laterals and water laterals.

The boundaries of the District shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements.

All persons interested are hereby advised that the preliminary plans and specifications (showing a typical section of the contemplated improvements) and the assessment plat including a tabulation of parcels or preliminary assessment roll; a preliminary estimate of the total cost, a description of the lots, tracts and parcels of land to be assessed and the portion of the cost to be assessed thereagainst, and the amount of maximum benefits (including the corresponding market value increases) estimated to be conferred on each piece or parcel of property, the Engineer's report as to the method of determining benefits, and all proceedings in the premises, are on file in the office of the Special Improvement District, Department of Public Works, and at the office of the City Clerk, 400 Stewart Avenue, Las Vegas, Nevada, and can be seen and examined by any property owner, or other interested persons, during regular business hours, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

It is anticipated that there will be grade or elevation changes in connection with the acquisition of the Project. Such grade or elevation changes are substantial and are as shown on the preliminary plans and specifications. All persons interested are hereby referred to the preliminary plans and specifications which relate to the details of the Project.

On Wednesday, November 21, 2001, at 1:00 p.m., in the City Council Chambers at 400 Stewart Avenue, in Las Vegas, Nevada, the City Council will consider the ordering of the proposed Project, and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract to be assessed or any person interested. The owners of the property to be assessed, or any other person interested therein, may appear before the City Council and be heard as to the propriety and advisability of acquiring and improving such Project, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District.

The City Council requests that any property owner or interested person wishing to make protest or objection, make such protest or objection in writing at the office of the City Clerk at least three (3) days before the time set for such hearing, i.e., on or before Friday, November 16, 2001. On the date and at the time and place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the City Council, or present them orally, and the City Council may adjourn the hearing from time to time to discuss and consider said issues before it. Any person filing a written protest or objection as hereinabove provided shall have the right within thirty (30) days after the City Council has finally passed on such protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. A PROPERTY OWNER'S ONLY CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE AT THE PUBLIC HEARING AND A PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO DISTRICT COURT.

A person should object to the formation of the District, using the procedure outlined in this notice, if his support for the District is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.315.

The City Council of the City of Las Vegas has determined that one-half or more of the total cost of each of the improvements in the District shall be paid with monies derived from other than the levy of special assessments and accordingly may take advantage of the exception stated in paragraph (a) of subsection (2) of NRS 271.306, (which exception is that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

After such hearing, the City Council shall determine the advisability of undertaking each part of the Project, and, if it determines to proceed, shall determine the kind and character of such improvements to be made, and shall authorize the advertising for bids for the doing of such work and the furnishing of all necessary materials with the lowest and best bidder or bidders. The City Council may determine not to proceed with all or any part of the Project regardless of the protests or objections.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the City Council). The City Council shall provide that the assessments may be payable without interest and without demand during a specified cash payment period and the City Council shall provide that the assessments may be paid at the election of the owner. In twenty (20) substantially equal semi-annual installments of principal. The City Council shall also provide the time and terms of payment of such assessments, and shall fix penalties (at a rate not exceeding two percent (2%) per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the statutes of the state. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds" which shall have been most recently published before the time bids for the bonds are received, or at the time a republished offer for the sale of such bonds is accepted. If bonds are not sold for the District the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

Pursuant to NRS 271.357 and NRS 271.359, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a Hardship Determination. Any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6, hereof. A person desiring to apply for a Hardship Determination shall file an application no later than November 21, 2001, with the Clark County Department of Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106, (702) 455-6567.

By order of the City Council of the City, Nevada, and dated this October 17, 2001.

/s/ BARBARA JO ROSENTHAL BARBARA JO ROSENTHAL, City Clerk
 PUBLIC November 5, 13, 19, 2001. LV Review Journal

Exhibit "C"

(Attach minutes of public hearing on November 21, 2001)

City of Las Vegas

Agenda Item No. 105

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 21, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public hearing on local improvement district regarding: Special Improvement District No. 1474 – Rainbow Boulevard from Silverstream Avenue to Smoke Ranch Road (\$251,133.01 - Capital Projects Fund - Special Assessments) – Wards 4 and 5 (Brown and Weekly)

Fiscal Impact☐**No Impact****Amount: \$251,133.01**☐**Budget Funds Available****Dept./Division: PW/SID**☒**Augmentation Required****Funding Source: Capital Projects Fund - Special Assessments****PURPOSE/BACKGROUND:**

Installation of pavement, curb and gutter, sidewalk, streetlights, and water and sewer laterals. The entire project length of Rainbow Boulevard from Silverstream Avenue to Smoke Ranch Road is located in Wards 1, 2, 4, 5 and 6; however the properties involved in the SID are located in Wards 4 and 5.

RECOMMENDATION:

Public Hearing only; no action required

BACKUP DOCUMENTATION:

Public Hearing Notice

MOTION:

Public Hearing held – no motion required

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

DICK GOECKE, Director, Public Works Department, explained that this item involves Special Improvement District 1474. The total project cost amounts to \$6,334,000, with an assessment amount of approximately \$251,133.01. The assessments are against three properties between Silverstream Avenue and Smoke Ranch Road for the installation of curb, gutter, sidewalk and streetlights. The item is in order.

City of Las Vegas

Agenda Item No. 105

CITY COUNCIL MEETING OF NOVEMBER 21, 2001

Public Works Department

Item 105 – Special Improvement District No. 1474 – Rainbow Boulevard from Silverstream Avenue to Smoke Ranch Avenue

MINUTES – Continued:

JAMES B. McCALL, 1502 Elizabeth Avenue, President of the Las Vegas Mini Grand Prix, a family entertainment center located at 1401 North Rainbow Boulevard, between Rainbow Boulevard and Vegas Drive. His concern is that his business operation would be disrupted during these improvements, as well as the usual delays that accompany such projects. He would appreciate anything that can be done to minimize those delays. MR. GOECKE acknowledged that he is aware of MR. McCALL's concern and will work with him to mitigate those concerns.

MR. McCALL invited the Mayor and Council to attend the special children's party he is having on December 15, 2001, from 9:00 a.m. to 11: a.m.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:04 – 1:07)

4-49

STATE OF NEVADA)
) ss.
 CITY OF LAS VEGAS)

AFFIDAVAT OF MAILING
NOTICE OF PUBLIC HEARING

Barbara Jo Ronemus does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada

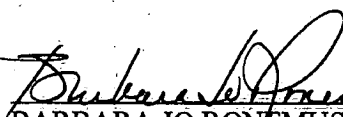
2. I mailed or caused to be mailed a notice entitled "NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1474 - RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada on November 1, 2001, being at least twenty (20) days prior to the hearing, on November 21, 2001 to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, and the City of Las Vegas, Public Works Department, deem to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situated within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or Preliminary Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

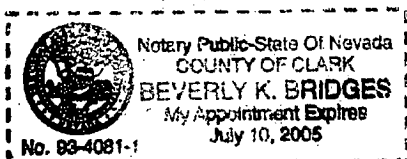
5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.


 BARBARA JO RONEMUS, City Clerk

Subscribed and Sworn to before in the City of Las Vegas, Nevada this 14th day of April, 2003.

My Commission expires on 7-10-2005



(NOTARIAL STAMP)

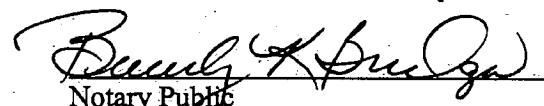

 Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

City of Las Vegas
 ** ASSESSMENT ROLL **
 Special Improvement District No. 1474
 Rainbow Blvd - Phase I
 Clark County

Page 1
 Date 10/10/01 9:23a

PRELIMINARY ASSESSMENT ROLL

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-22-803-001	DOC: 19980318:02151 DATE: 03/18/98 PT SEC 22 20 60 PT LAS VEGAS #1	JERMAC 1900 E FLAMINGO RD #253 LAS VEGAS NV 89119-5116	5021000.00	183370.00	159448.43
138-23-401-001	DOC: 19940728:01829 DATE: 07/28/94 PT SW4 SW4 SEC 23 20 60	HORIZON, PARTNERS RAINBOW PARTNERS 5186 CARROLL CANYON RD #100 SAN DIEGO CA 92121-1729	623710.00	62650.00	54481.24
138-26-110-001	DOC: 19931208:00197 DATE: 12/08/93 PT SEC 26 20 60 RAINBOW PARK PLAT BOOK 50 PAGE 28	WELLS CARGO INC 3635 S RAINBOW #100 LAS VEGAS NV 89103-1056	3334970.00	42780.00	37203.34

** REPORT TOTALS

251133.01

RECEIVED
CITY CLERK

2002 JAN -3 P 4:21

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1474 – RAINBOW BOULEVARD (SILVERSTREAM AVENUE TO SMOKE RANCH ROAD)

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1474 – Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, has provisionally ordered the acquisition of a Storm Drain Project, a Sewer Project, Street Project and a Water Project (collectively, the "Project") as more particularly described as follows:

RAINBOW BOULEVARD (EAST SIDE) - from the centerline of Vegas Drive south along Rainbow Boulevard approximately 665 feet (90-foot right-of-way).

RAINBOW BOULEVARD (BOTH SIDES) – from the centerline of Vegas Drive north along Rainbow Boulevard approximately 1,343 feet (80-foot right-of-way).

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The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of

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By order of the City Council of the City, Nevada, and dated this October 17, 2001.


BARBARA JO RONEMUS, City Clerk