



MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

MEETING OF

NOVEMBER 20, 2002

INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

(Excused from PM session at 3:20 p.m.)

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COUNCILMAN GARY REESE

MAYOR PRO-TEM

(Excused from AM session and from PM session until 1:57 p.m.)

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COUNCILMAN MICHAEL MCDONALD

(Excused from AM session and from PM session until 1:57 p.m.)

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COUNCILMAN LARRY BROWN

(Excused from PM session until 1:09 p.m.)

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COUNCILWOMAN LYNETTE BOGGS MCDONALD

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COUNCILMAN LAWRENCE WEEKLY

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COUNCILMAN MICHAEL MACK

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DOUG SELBY, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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

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

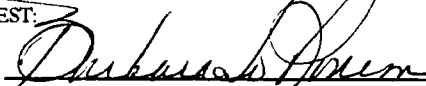
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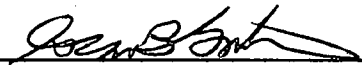
BARBARA JO RONEMUS, CITY CLERK

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APPROVED BY REFERENCE: **December 18, 2002**

ATTEST:


CITY CLERK


MAYOR

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

City of Las Vegas

CITY COUNCIL AGENDA

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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

THE CITY COUNCIL MEETING NORMALLY SCHEDULED FOR JANUARY 2, 2003 HAS BEEN RESCHEDULED TO **JANUARY 8, 2003** AND THE MEETING SCHEDULED FOR JANUARY 15, 2003 HAS BEEN RESCHEDULED TO **JANUARY 22, 2003**

NOVEMBER 20, 2002

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, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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 THE COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - CHAPLAIN CHARLOTTE M. LEAS, BEREAVEMENT COORDINATOR FOR BUNKERS MORTUARIES
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO CITY COUNCIL BY MEADOWS SCHOOL CHILDREN

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 October 16, 2002

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 professional services agreement with Kirchhoff & Associates for an organizational and management study (\$57,900 – General Fund)

CITY CLERK - CONSENT

4. Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval to transfer funding in the amount of \$125,000 (Parks and Leisure Activities Capital Projects Fund) from the Mountain Ridge Park Phase III project to the Childrens Memorial Park project (\$90,000) and the Northwest Senior Center (\$35,000) - Ward 6 (Mack)
7. Approval of a new Family Home Child Care License, Soma Abeygunawardana, dba Soma Abeygunawardana, 5812 Capitola Ave., Soma Abeygunawardana, 100% - Ward 6 (Mack)
8. Approval of a new Family Home Child Care License, Holly Andrews, dba Holly Andrews, 8500 Eddy Stone Ave., Holly J. Andrews, 100% - Ward 1 (M. McDonald)
9. Approval of a new Family Home Child Care License, Margaret Boxley, dba Margaret Boxley, 1210 Riverside Drive, Margaret Boxley, 100% - Ward 5 (Weekly)
10. Approval of a new Family Home Child Care License, Jamie Lynn Janke, dba Jamie Lynn Janke, 4448 Midway Lane, Jamie L. Janke, 100% - Ward 6 (Mack)
11. Approval of a new Family Home Child Care License, Dorothy Price, dba Dorothy Price, 4613 Bristol Manor Drive, Dorothy Price, 100% - Ward 5 (Weekly)
12. Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License, Instant Impressions, Inc., dba From: Photo and Flowers Garden Cafe, To: The Wildflower Café and Florist, 3818 Meadows Lane, Michael G. Maguire, Dir, Pres, 37.5%, Judy A. Maguire, Dir, Secy, 37.5%, Steven D. Gradwell, Dir, Treas, 10% - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of Rescission of the April 17, 2002 City Council Approval of Change of Ownership for a Tavern Liquor License and a new Non-restricted Gaming License, From: Four Queens, Inc., a wholly-owned subsidiary of Elsinore Corporation, PTC, Philip W. Madow, Dir, Pres, Secy, Treas, Gen Mgr, To: TLC-4Q, Inc., dba Four Queens Hotel & Casino, 202 Fremont Street, Terry L. Caudill, Dir, Pres, Secy, Treas, TLC Casino Enterprises, Inc., 100%, Terry L. Caudill, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
14. Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 15 slots, Marlan, Inc., dba From: Shifty's, To: Shifty's Crows Nest, 3805 West Sahara Ave., George L. Crow, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
15. Approval of Change of Location for an Auctioneer License subject to the provisions of the fire and planning codes, United States of America Auction Co., dba USA Auctions, From: 2753 South Highland Drive, #1046, To: 3021 South Valley View Blvd., #104, Adam S. Miller, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
16. Approval of Change of Location for a Locksmith License, Richard Carrero, dba Locks Around the Clock, From: 322 Wind River Drive, To: 950 South Cimarron Road, Richard Carrero, 100% - Ward 2 (L.B. McDonald)
17. Approval of Change of Location and Business Name for a Psychic Art and Science License subject to the provisions of the planning and fire codes, Margo Piper, dba From: SeekUnique@the Lakes, 2914 Lake East Drive, To: Margo Piper, 6848 West Charleston Blvd., Margo Piper, 100% - Ward 1 (M. McDonald)
18. Approval of authorization to use Las Vegas Valley Water District (LVVWD) Bid Number 1003-02 for Model year 2003 Miscellaneous Vehicles (DAR) - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$100,472 - Internal Service Fund) and FAIRWAY CHEVROLET (\$264,541.20 - Internal Service Fund)
19. Approval of award of Contract 030168 for access control system services (KR) - Detention & Enforcement - Award recommended to: DIEBOLD, INC. (\$150,000 - Capital Projects & General Funds)
20. Approval of authorization to use Clark County Bid Number 5200-02 for one (1) 7.3 cubic yard Regenerative Street Sweeper (DAR) - Department of Field Operations - Award recommended to: SNE EQUIPMENT SERVICES (\$114,082 - Internal Service Fund)
21. Approval of revision number two to Purchase Order 213441 to Haworth, Inc. (CW) - Various Departments - Award recommended to: HAWORTH, INC. (\$100,000 - Various Funds)
22. Approval of Use Agreement to utilize State of Nevada RFP number 1220 for document destruction and shredding services - VARIOUS DEPARTMENTS - Award recommended to: ASSURED DOCUMENT DESTRUCTION, INC. (\$30,000 - General Fund)
23. Approval of rejection of all bids received on Bid Number 02.15341.13-LED, Detention Facility Unit 4 Exercise Yard Cover - Department of Public Works - Ward 3 (Reese)
24. Approval of rejection of all bids received on Bid Number 030169-DAR, Annual Requirements Contract for Building Supplies - Department of Field Operations
25. Approval of award of Bid Number 030139-LED, Installation of Wrought Iron Fence at James Gay III Park and approve the construction conflicts & contingency reserve set by Finance & Business Services - Department of Leisure Services - Award recommended to: BUILT ON INTEGRITY, INC. (\$113,558.06 - Capital Projects Fund) - Ward 5 (Weekly)

FIRE AND RESCUE DEPARTMENT - CONSENT

26. Approval of a contract renewal between the City of Las Vegas and the Firefighters Involved in Racing for Education Company, Inc. - All Wards
27. Approval of an Interlocal Agreement for a Special Event between the City of Las Vegas and Clark County, Nevada for conducting rescue training exercises on the Bridger Building on November 23 and 24, 2002 - Ward 1 (M. McDonald)
28. Approval of a User Agreement/Letter of Understanding between the Las Vegas Metropolitan Police Department and Las Vegas Fire & Rescue to allow the Fire Department access to informational services - All Wards
29. Approval of a Service Agreement between Las Vegas Fire & Rescue and TargetSafety.com to provide health and safety training programs through the Internet (\$25,800 - General Fund) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

30. Approval of a Sanitary Sewer Refunding Agreement with Grand Canyon Partners, LLC for the Grand Canyon Apartments (\$534,426 - Sanitation Fund) - Ward 6 (Mack)
31. Approval to appraise and purchase or condemn right-of-way and easement parcels for the Alexander Road Improvements Project between US 95 and Rancho Drive (\$90,000 - Regional Transportation Commission of Southern Nevada) - Ward 6 (Mack)
32. Approval of an Engineering Design Services Agreement with Parsons Transportation Group for professional engineering services related to the design of the Anasazi Overpass & Summerlin Parkway Interchange (\$349,320 - Regional Transportation Commission Funds) - Wards 2 and 4 (L.B. McDonald and Brown)
33. Approval of an Engineering Design Services Agreement with AZTEC Engineering for engineering services for the PM 10/CMAQ Roadway Improvements Phase 2 (\$560,000 - \$420,000 - Regional Transportation Commission Congestion Mitigation and Quality Funds, \$140,000 - Street Rehabilitation Funds) - Wards 1, 3, and 6 (M. McDonald, Reese and Mack)
34. Approval of an Encroachment Request from Todd Holzer on behalf of Durango 215, LLC, owner (area bound by Durango Drive, Deer Springs Way, Riley Street, and Rome Boulevard) - Ward 6 (Mack)
35. Approval of an Encroachment Request from Mike Bellon on behalf of Northwest Autoworld Limited, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)
36. Approval of an Encroachment Request from VTN Nevada on behalf of Beazer Homes Holdings Corporation, owner (northwest corner of Tee Pee Lane and Grand Teton Drive) - Ward 6 (Mack)
37. Approval of an Encroachment Request from the Office of Business Development to encroach ten feet into the public right of way on the east side of 3rd Street from Bonneville Avenue to Garces Avenue - Ward 1 (M. McDonald)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - William and Donna Schmid, owners (northwest corner of Tropical Parkway and Serene Drive, APN 125-26-201-017) - County (near Ward 6-Mack)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - Aqui Trust, Charles F. and Augustina Aqui, Trustees, owners (southeast corner of Rosada Way and Bonita Vista Street, APN 125-32-704-011) - County (near Ward 6-Mack)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - Daniel Gilbert and Claudia Gilbert, owners (north side of Craig Road, west of El Capitan Way, APN 138-05-203-022) - County (near Ward 4 - Brown)

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Engineering Services Agreement with PBS&J to provide the engineering design services for the Central Neighborhood Flood Control Master Plan (\$186,870 - City of Las Vegas General Fund) - Wards 1, 2, 3 and 5 (M. McDonald, L.B. McDonald, Reese and Weekly)
42. Approval of a Designated Services Agreement with Testing Engineers of Nevada for Material Testing and Special Inspection Services of Field Operations Buildings - West Yard located at Cheyenne Avenue and Buffalo Drive (\$63,116 Capital Improvement Projects Enterprise Fund) - Ward 4 (Brown)

RESOLUTIONS - CONSENT

43. R-123-2002 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) (\$179,175.37 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
44. R-124-2002 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE – CONSENT

45. Approval of Memorandum of Understanding (MOU) 2002-7 between the City of Las Vegas and Westbridge Association (WA) in association with the development of the Mirabelli Senior Center/Park located at 6208 Hargrove Avenue - Ward 1 (M. McDonald)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

46. Report from the City Manager on emerging issues
47. Report on Meadows Village Task Force and direct staff accordingly
48. Report and possible action regarding State-owned property identified as Floyd Lamb State Park - Ward 6 (Mack)

CITY ATTORNEY - DISCUSSION

49. Discussion and possible action on Appeal of Work Card Denial: Approved May 15, 2002 subject to six month review: Donnell Weathers, 1225 West Washington, Las Vegas, Nevada 89106

FIELD OPERATIONS DEPARTMENT – DISCUSSION

50. Discussion and possible action regarding a proposed City sidewalk repair program (\$200,000 - General Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

51. Discussion and possible action regarding a new Tavern Liquor License subject to the provisions of the fire codes and Health Dept. regulations, GMN Associates, LLC, dba GMN Associates, LLC, 2828 Highland Drive, Domenick J. Cilea Mgr, Mmbr, 100%, William F. Luddecke, Lender - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

52. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License and a new Liquor Caterer License subject to the provisions of the fire codes and Health Dept. regulations, Tuscan Restaurant Enterprises, LLC, dba Trè, 1050 South Rampart Blvd., Mario Maccioni, Mgr, Mmbr, Gen Mgr, 33.3%, Mauro L. Maccioni, Mmbr, 33.3%, Marco E. Maccioni, Mmbr, 33.3% - Ward 2 (L.B. McDonald)
53. Discussion and possible action regarding a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Market Gaming, Inc., db at Vons #2613, 6450 Sky Pointe Drive - Ward 6 (Mack)
54. Discussion and possible action regarding Change of Ownership for a Tavern Liquor License subject to the provisions of the fire codes and Health Dept. regulations, From: Peter Eliades, 100%, To: Peter Eliades & OG-LA, LLC, dba Olympic Garden, 1531 Las Vegas Blvd., South, OG-LA, LLC, 50%, Peter R. Feinstein, Mgr, Mmbr, 10%, David M. Talla, Mmbr, 71%, Rex A. Licklider, Mmbr, 19% - Ward 1 (M. McDonald)

LEISURE SERVICES DEPARTMENT - DISCUSSION

55. ABEYANCE ITEM - Report on the status of the Community Schools Transition Plan

RESOLUTIONS - DISCUSSION

56. R-125-2002 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Owner Participation Agreement with PH GSA, LLC and consenting to the undertakings of Office District Parking I, Inc. in connection with the Disposition and Development Agreement for the development of the project at the southwest area of Fourth Street and Bonneville Avenue - Ward 1 (McDonald) [NOTE: This item is a companion item to Council Item #59 (Real Estate) and Redevelopment Agency Item #5 (RA-3-2002)]

BOARDS & COMMISSIONS - DISCUSSION

57. PARK & RECREATION ADVISORY COMMISSION – Marjean Shea, Term Expiration 12-11-2002; Stephen Reilly, Term Expiration 12-11-2002; Thomas Pfundstein, Term Expiration 12-11-2002 (Resigned)
58. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

59. Discussion and possible action to direct staff regarding a Disposition and Development Agreement with PH GSA LLC Proposal for IRS District Headquarters to be located at the southwest corner of 4th and Bonneville (139-34-311-105; 139-34-311-106; 139-34-311-107; 139-34-311-110) - Ward 1 (M. McDonald) [NOTE: This item is a companion to Council Item #56 (R-125-2002) and to the Redevelopment Agency Item #5 (RA-3-2002)]

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

60. Bill No. 2002-114 – Annexation No. A-0010-02(A) – Property location: 330 feet south of Alexander Road and 1,400 feet west of Hualapai Way; Petitioned by: Southwest Desert Equities, LLC; Acreage: 2.64 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Larry Brown

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

61. Bill No. 2002-115 – Annexation No. A-0012-02(A) – Property location: 290 feet south of Alexander Road and 300 feet west of Cimarron Road; Petitioned by: Alexander and Phillip Mackovski; Acreage: 2.66 acres; Zoned: R-E (County zoning), U (ML) (City equivalent). Sponsored by: Councilman Larry Brown
62. Bill No. 2002-118 – Annexation No. A-0026-02(A) – Property location: On the east side of Fort Apache Road, 660 feet south of Elkhorn Road; Petitioned by: David B. Ober Family Trust, et al.; Acreage: 5.09 acres; Zoned: R-E (County zoning), U (ML-TC) (City equivalent). Sponsored by: Councilman Michael Mack
63. Bill No. 2002-120 – Annexation No. A-0028-02(A) – Property location: On the northwest corner of Jones Boulevard and Horse Drive; Petitioned by: Miceli Family Trust, et al.; Acreage: 10.56 acres; Zoned: R-E / RNP 1 (County zoning), U (DR) (City equivalent). Sponsored by: Councilman Michael Mack
64. Bill No. 2002-122 - Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2002, for Special Improvement District (SID) numbers 1463, 1470, 1471, 1473, 1477 in an amount not to exceed \$4,750,500. Proposed by: Mark Vincent, Director of Finance & Business Services - Various Wards

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.

65. Bill No. 2002-123 – Annexation No. A-0003-02(A) – Property location: On the west side of Jones Boulevard, approximately 1,300 feet north of Cheyenne Avenue; Petitioned by: Kenneth and Myrna Christensen; Acreage: 0.74 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
66. Bill No. 2002-124 – Annexation No. A-0004-02(A) – Property location: On the south side of Oakley Boulevard, 600 feet east of Jones Boulevard; Petitioned by: John Rohay; Acreage: 0.72 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael McDonald
67. Bill No. 2002-125 – Annexation No. A-0006-02(A) – Property location: On the northwest corner of Rainbow Boulevard and Farm Road; Petitioned by: Ralph L. and Marcella V. Cooper 1992 Living Trust; Acreage: 2.52 acres; Zoned: R-E/RNP-1 (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
68. Bill No. 2002-126 – Annexation No. A-0007-02(A) – Property location: Near the southeast corner of O'Bannon Drive and Mohawk Street; Petitioned by: Charlene Williams, et al.; Acreage: 1.27 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael McDonald
69. Bill No. 2002-127 – Annexation No. A-0022-02(A) – Property location: On the east side of Queen Irene Court, 200 feet south of Regena Avenue; Petitioned by: City of Las Vegas, as previous owner; Acreage: 0.46 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
70. Bill No. 2002-128 – Annexation No. A-0023-02(A) – Property location: On the north side of Wittig Avenue, 660 feet east of Grand Canyon Drive; Petitioned by: Pardee Homes of Nevada; Acreage: 2.52 acres; Zoned: R-E (County zoning), U (L) (City equivalent). Sponsored by: Councilman Michael Mack
71. Bill No. 2002-129 – Designates Neighborhood Services as the departmental liaison for the Senior Citizens Advisory Board. Proposed by: Elizabeth Fretwell, Deputy City Manager
72. Bill No. 2002-130 – Updates various design standards adopted as part of the Downtown Centennial Plan and applicable to the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development

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

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

- 73. Bill No. 2002-131 – Updates the zoning regulations pertaining to temporary commercial uses. Proposed by: Robert S. Genzer, Director of Planning and Development
- 74. Bill No. 2002-132 – Allows the sale of motorcycles and motor scooters in the C-1 Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development
- 75. Bill No. 2002-133 – Adopts the latest revision to the Uniform Regulations for the Control of Drainage. Proposed by: Richard D. Goecke, Director of Public Works

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.

- 76. Bill No. 2002-134 – Annexation No. A-0042-02(A) – Property location: On the southwest corner of Shadow Mountain Place and Lake Mead Boulevard; Petitioned by: Nevada Homes Group; Acreage: 1.18 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
- 77. Bill No. 2002-135 – Increases the compensation of, and provides a vehicle allowance for, the Mayor and City Council (\$110,774 - General Fund). Proposed by: Doug Selby, City Manager
- 78. Bill No. 2002-136 – Repeals the Municipal Code chapter relating to ethics, and readopts certain provisions regarding lobbying and certain provisions regarding political activities of City employees. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

- 79. 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

- 80. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 11 West Utah Street (aka 1500 South Main Street). PROPERTY OWNER: MASSOUD KHAZAIE - Ward 1 (M. McDonald)
- 81. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 1204 Clairemont Street. PROPERTY OWNER: GENARDO AND BRENDA PADILLA - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

82. EXTENSION OF TIME - REZONING - Z-0043-00(2) - SHIRON CORPORATION ON BEHALF OF ACCLAIM MTL, LIMITED LIABILITY PARTNERSHIP - Request for an Extension of Time on an approved Rezoning (Z-0043-00) FROM: U (Undeveloped) Zone [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 9.5 acres adjacent to the northwest corner of Centennial Parkway and Tenaya Way (APN: 125-22-404-003), PROPOSED USE: Commercial Retail Center, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
83. EXTENSION OF TIME - REZONING - Z-0043-00(3) - SHIRON CORPORATION ON BEHALF OF ACCLAIM MTL, LIMITED LIABILITY PARTNERSHIP - Request for an Extension of Time on an approved Site Development Plan Review [Z-0043-00(1)] FOR A 74,900 SQUARE FEET COMMERCIAL RETAIL CENTER on 9.5 acres adjacent to the northwest corner of Centennial Parkway and Tenaya Way (APN: 125-22-404-003), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: TC (Town Center)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
84. EXTENSION OF TIME - REZONING - Z-0068-00(2) - TAMRA C. RUGGLES ON BEHALF OF WHITING BROTHERS - Request for an Extension of Time of an approved Rezoning (Z-0068-00) FROM: R-E (Residence Estates) TO: C-M (Commercial/Industrial) on 2.58 acres at 2133, 2135, and 2207 West Bonanza Road (APN 139-29-802-001, 002 and 003), PROPOSED USE: Landscape Materials Supply Yard, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

85. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SD-0046-02 - REVIEW REQUESTED BY THE CITY COUNCIL FOR THE APPLICATION OF MARY BARTSAS ON BEHALF OF SUBWAY OF NEVADA LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Reduction of the On-Site Landscape Requirements FOR A PROPOSED FAST FOOD RESTAURANT WITH DRIVE THROUGH on 0.55 acres located on property at 3201 North Rancho Road (APN: 138-12-801-011), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommended APPROVAL
86. CLARK COUNTY INTERLOCAL REFERRAL - PUBLIC HEARING - DIR-1181 - ROBERT ZARIN ON BEHALF OF MEL LACQUEMENT - Consideration and action on a Request for a Nonconforming Zone Boundary Amendment FROM: R-E (Rural Estates/Residential District) TO: C-P (Office and Professional District) on 1.8 acres located at the southeast corner of Ann Road and Fort Apache Road (APN: 125-32-101-001), PROPOSED USE: PROFESSIONAL OFFICE. Staff recommends DENIAL
87. MODIFICATION TO AN EXISTING DEVELOPMENT AGREEMENT - PUBLIC HEARING - DIR-1133 - PN II, INC. ON BEHALF PULTE HOMES - Request for a Modification to an existing Development Agreement in order to modify dates related to the completion for off-site improvements for Tenaya Way, Rainbow Boulevard and Coke Street [multiple APNs (for reference 125-10-510-001, 125-10-510-002, and 125-10-811-002)], C-1 (Limited Commercial) and R-PD3 (Residential Planned Development - 3 Units Per Acre) Zones, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

88. REVIEW OF CONDITION - PUBLIC HEARING - Z-0059-01(5) - IRON MOUNTAIN RANCH ALLIANCE, LIMITED LIABILITY COMPANY ON BEHALF OF KB HOMES OF NEVADA, INC. - Request for a Review of Condition #6 of an approved Site Development Plan Review [Z-0059-01(1)] TO ALLOW A 14 FOOT FRONT YARD SETBACK FOR SINGLE FAMILY DWELLINGS AND AN 18 FOOT FRONT YARD SETBACK FOR GARAGES WHERE AN 18 FOOT FRONT YARD SETBACK IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL SUBDIVISION adjacent to the southwest corner of Brent Lane and Decatur Boulevard (APN: 125-12-603-002), R-E (Residence Estates) Zone under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre), Ward 6 (Mack). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
89. REVIEW OF CONDITION - PUBLIC HEARING - Z-0019-02(2) - GREYSTONE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Review of Condition #5 on approved Site Development Plan Review [Z-0019-02(1)] TO ALLOW AN 18 FOOT FRONT YARD SETBACK WHERE A 20 FOOT FRONT YARD SETBACK WAS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL SUBDIVISION on 7.74 acres adjacent to the south side of Ackerman Road, approximately 325 feet west of Durango Drive (APN: 125-08-806-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
90. REVIEW OF CONDITION - PUBLIC HEARING - ROC-1216 - CAMPAIGE PLACE, LIMITED PARTNERSHIP - Request for a Review of Condition #1 of an approved Variance (V-0098-96) which required an off-site satellite parking review to be approved by the City Council on property located at 211 North 8th Street (APN: 139-34-612-037, 067), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
91. ABEYANCE ITEM - VACATION - PUBLIC HEARING - VAC-0070-02 - CORNERSTONE COMPANY ON BEHALF OF CHETAK DEVELOPMENT - Petition of Vacation to vacate a public alley generally located north of Sahara Avenue, west of Paradise Road, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
92. VACATION - PUBLIC HEARING - VAC-0072-02 - SHENANDOAH OWNERS ASSOCIATION - Petition to vacate a public multi use trail generally located adjacent to the north side of Haley Avenue between Tenaya Way and Pioneer Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
93. VARIANCE - PUBLIC HEARING V-0074-02 - TONY ZAMORA - Request for a Variance TO ALLOW A PROPOSED CARPORT TO BE 3 FEET FROM THE FRONT PROPERTY LINE, WHERE 20 FEET IS THE MINIMUM FRONT SETBACK REQUIRED; AND TO ALLOW 0.5 FEET FROM THE SIDE PROPERTY LINE WHERE 5 FEET IS THE MINIMUM SIDE YARD SETBACK REQUIRED at 7105 Moon Court (APN: 138-34-313-087), R-1 (Single Family Residential) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
94. VARIANCE - PUBLIC HEARING - V-0075-02 - JONATHAN WEBER - Request for a Variance TO ALLOW A BALCONY TO BE 9 FEET 9 INCHES AWAY FROM THE REAR PROPERTY LINE, WHERE 15 FEET IS THE MINIMUM REAR YARD SETBACK REQUIRED at 10453 Niagara Falls Lane (APN: 137-25-410-001), PC (Planned Community) Zone, Ward 2 (L.B. McDonald). The Planning Commission (6-1 vote) and staff recommend APPROVAL
95. SPECIAL USE PERMIT - PUBLIC HEARING - U-0106-02 - FREMONT PLACE, LIMITED LIABILITY COMPANY ON BEHALF OF RAY KOROGHLI - Appeal filed by Metro Development Group, Limited Liability Company from the denial by the Planning Commission of a request for a Special Use Permit FOR PACKAGE LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL
96. SPECIAL USE PERMIT - PUBLIC HEARING - U-0122-02 - B J RANCHO INVESTMENT ON BEHALF OF CARLOS AND MARCOS ALULEMA - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE at 2905 West Washington Avenue (a portion of APN: 139-29-310-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

97. SPECIAL USE PERMIT - PUBLIC HEARING - U-0123-02 - SEA BREEZE VILLAGE, LIMITED LIABILITY COMPANY ON BEHALF OF KOWLOON, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR IN CONJUNCTION WITH A PROPOSED RESTAURANT (KOWLOON CUISINE) at 1750 North Buffalo Drive, Suite #107 (a portion of APN: 138-22-418-002), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. SPECIAL USE PERMIT - PUBLIC HEARING - U-0124-02 - WORLD ENTERTAINMENT CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A TAVERN (THE IN THE GROOVE LOUNGE) at 450 Fremont Street (NEONOPOLIS); AND FOR A WAIVER OF THE MINIMUM 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM RELIGIOUS FACILITIES, TAVERNS AND A SCHOOL (APN: 139-34-513-002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SPECIAL USE PERMIT - PUBLIC HEARING - U-0125-02 - WING FONG AND ASSOCIATES-FREMONT ON BEHALF OF LUTHERAN SECONDARY SCHOOL ASSOCIATION OF CLARK COUNTY NEVADA - Request for a Special Use Permit FOR A NON-PROFIT THRIFTSHOP at 4530 Meadows Lane, Suite #1 (APN: 139-31-110-004), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SPECIAL USE PERMIT - PUBLIC HEARING - U-0126-02 - REX JARRETT ON BEHALF OF D.R. HORTON, INC. - Request for a Special Use Permit FOR PRIVATE STREETS WITHIN A RESIDENTIAL SUBDIVISION adjacent to the east side of Thom Boulevard, between Deer Springs Way and Dorrell Lane (APN: 125-24-604-001, 005, and 006), R-E (Residence Estates) Zone under Resolution of Intent to R-1 (Single Family Residential), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
101. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0126-02 - PUBLIC HEARING - SDR-1007 - REX JARRETT ON BEHALF OF D.R. HORTON, INC. - Request for a Site Development Plan Review FOR A 59-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on approximately 19 acres adjacent to the northwest corner of Thom Boulevard and Deer Springs Way (APN: 125-24-601-001, 005 and 125-24-603-005), R-E (Residence Estates) under Resolution of Intent to R-1 (Single Family Residential), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
102. SPECIAL USE PERMIT - PUBLIC HEARING - U-0127-02 - VSS ENTERPRISES, LIMITED LIABILITY COMPANY ON BEHALF OF SILVER STATES HELICOPTERS, LIMITED LIABILITY COMPANY - Appeal filed by Silver State Helicopters from the denial by the Planning Commission on a request for a Special Use Permit FOR A HELIPAD IN CONJUNCTION WITH AN EXISTING HOTEL/CASINO (CASTAWAYS) AND FOR A WAIVER OF THE SPECIAL USE PERMIT CONDITION REQUIRING HELIPORTS ONLY AS AN ACCESSORY USE WITH A MEDICAL FACILITY at 2800 Fremont Street (APN: 162-01-201-001 and 002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
103. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0127-02 - PUBLIC HEARING - SD-0047-02 - VSS ENTERPRISES, LIMITED LIABILITY COMPANY ON BEHALF OF SILVER STATES HELICOPTERS, LIMITED LIABILITY COMPANY - Appeal filed by Silver State Helicopters from the denial by the Planning Commission on a request for a Site Development Plan Review and a Reduction in the amount of Required Perimeter and Parking Lot Landscaping FOR A HELIPAD IN CONJUNCTION WITH AN EXISTING HOTEL/CASINO (CASTAWAYS) at 2800 Fremont Street (APN: 162-01-201-001 and 002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
104. SPECIAL USE PERMIT - PUBLIC HEARING - U-0128-02 - LAKE MEAD AND JONES PARTNERSHIP ON BEHALF OF WAL-MART STORES, INC. - Request for a Special Use Permit FOR PACKAGED LIQUOR SALES FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED WAL-MART NEIGHBORHOOD MARKET adjacent to the southwest corner of Lake Mead Boulevard and Jones Boulevard (APN: 138-23-719-004), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

105. SITE DEVELOPMENT PLAN RELATED TO U-0128-02 - PUBLIC HEARING - Z-0096-84(18) - LAKE MEAD AND JONES PARTNERSHIP ON BEHALF OF WAL-MART STORES, INC. - Request for a Site Development Plan Review and a Reduction in the Amount of Perimeter Landscaping FOR A PROPOSED 39,910 SQUARE FOOT WAL-MART NEIGHBORHOOD MARKET on 8.03 acres adjacent to the southwest corner of Lake Mead Boulevard and Jones Boulevard (APN: 138-23-719-004), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
106. SPECIAL USE PERMIT - PUBLIC HEARING - U-0130-02 - FARM ROAD RETAIL, LIMITED LIABILITY COMPANY ON BEHALF OF LAURICH PROPERTIES - Request for a Special Use Permit FOR A RESTAURANT WITH DRIVE-THRU FOR A PROPOSED STARBUCKS at 8440 Farm Road (APN: 125-17-610-005), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
107. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0130-02 - PUBLIC HEARING - Z-0076-98(36) - FARM ROAD RETAIL, LIMITED LIABILITY COMPANY ON BEHALF OF LAURICH PROPERTIES - Request for a Site Development Plan Review FOR A PROPOSED RESTAURANT WITH DRIVE-THRU (STARBUCKS) WITHIN A COMMERCIAL SUBDIVISION at 8440 Farm Road (APN: 125-17-610-005), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. REZONING - PUBLIC HEARING - Z-0046-02 - BONANZA REALTY, INC. - Request for a Rezoning FROM: R-2 (Medium-Low Density Residential) and C-M (Commercial/ Industrial) TO: C-1 (Limited Commercial) on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050, and 051), PROPOSED USE: MIXED USE SENIOR APARTMENT AND COMMERCIAL DEVELOPMENT, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. SPECIAL USE PERMIT RELATED TO Z-0046-02 - PUBLIC HEARING - U-0114-02 - BONANZA REALTY, INC. - Request for a Special Use Permit FOR A MULTI-FAMILY SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050, and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. VARIANCE RELATED TO Z-0046-02 AND U-0114-02 - PUBLIC HEARING - V-0072-02 - BONANZA REALTY, INC. - Request for a Variance TO ALLOW LOT COVERAGE IN EXCESS OF 50% FOR A SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, and 139-27-712-046, 047, 048, 049, 050, and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
111. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0046-02, U-0114-02 AND V-0072-02 - PUBLIC HEARING - Z-0046-02(1) - BONANZA REALTY, INC. - Request for a Site Development Plan Review and a Reduction of the on-site Landscape Requirements FOR A 326-UNIT MULTI-FAMILY SENIOR APARTMENT COMPLEX WITH 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050 and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zones, [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. REZONING - PUBLIC HEARING - Z-0075-02 - CONCORDIA HOMES NEVADA, INC., ET AL - Request for a Rezoning FROM: U (Undeveloped) Zone [ML-TC (Medium-Low Density Residential – Town Center) General Plan Designation] TO: T-C (Town Center) on 17.77 acres adjacent to the southeast corner of Deer Springs Way and Fort Apache Road (APN: 125-20-301-001, 002, 004 and 005) PROPOSED USE: 120-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0075-02 - PUBLIC HEARING - Z-0075-02(1) - CONCORDIA HOMES NEVADA INC, ET AL - Request for a Site Development Plan Review FOR A 120-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 17.77 acres adjacent to the southeast corner of Deer Springs Way and Fort Apache Road (APN: 125-20-301-001, 002, 004, and 005), U (Undeveloped) Zone [ML-TC (Medium-Low Density Residential - Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
114. REZONING - PUBLIC HEARING - Z-0085-02 - DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY ON BEHALF OF FEHRMAN, FERRARO & ASSOCIATES - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 5.00 acres adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-008 and 009), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
115. SPECIAL USE PERMIT RELATED TO REZONING Z-0085-02 - PUBLIC HEARING - U-0129-02 - DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY ON BEHALF OF FEHRMAN, FERRARO & ASSOCIATES - Request for a Special Use Permit FOR A PROPOSED TAVERN adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-008 and 009), U (Undeveloped) [TC (Town Center) General Plan Designation] [PROPOSED: TC (Town Center)], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
116. REZONING - PUBLIC HEARING - Z-0083-02 - CRAIG BUFFALO LIMITED ON BEHALF OF KB HOME NEVADA, INC. - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD2 (Residential Planned Development - 2 Units Per Acre) on approximately 10 acres adjacent to the southwest corner of Buffalo Drive and Craig Road (APN: 138-04-704-001, 002, 003 and 004), PROPOSED USE: SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
117. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0083-02 - PUBLIC HEARING - Z-0083-02(1) - CRAIG BUFFALO LIMITED ON BEHALF OF KB HOME NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 21-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on approximately 10 acres adjacent to the southwest corner of Buffalo Drive and Craig Road (APN: 138-04-704-001, 002, 003 and 004), R-E (Residence Estates) [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 4 (Brown). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
118. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0031-02 - JOHNSON FAMILY TRUST ON BEHALF OF JOE RISNER - Request to amend a portion of Southeast Sector Plan FROM: SC (Service Commercial) TO: GC (General Commercial) on approximately 0.52 acres located at 2834 East Charleston Boulevard (APN: 139-36-402-013), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
119. ABEYANCE ITEM - REZONING RELATED TO GPA-0031-02 - PUBLIC HEARING - Z-0074-02 - JOHNSON FAMILY TRUST ON BEHALF OF JOE RISNER - Request for a Rezoning FROM: C-1 (Limited Commercial) TO: C-2 (General Commercial) on approximately 0.52 acres located at 2834 East Charleston Boulevard (APN: 139-36-402-013), PROPOSED USE: INDOOR/OUTDOOR STORAGE, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
120. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0034-02 - CITY OF LAS VEGAS - Request to amend Map No. 2 of the Transportation Trails Element of the Master Plan and Map No. 2 of the Recreation Trails Element of the Master Plan to bring the Elements into compliance with the Interlocal Agreement seamless trails plan, Ward 4 (Brown), Ward 5 (Weekly), and Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0037-02 - SPKQL8R, LIMITED LIABILITY COMPANY ON BEHALF OF GREG BECKER - Request to amend a portion of the Centennial Hills Sector Plan FROM: L-TC (Low Density Residential - Town Center) TO: ML-TC (Medium-Low Density Residential - Town Center) on 5.0 acres adjacent to the southwest corner of Fort Apache Road and Deer Springs Way (APN: 125-19-701-008), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend DENIAL

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122. REZONING RELATED TO GPA-0037-02 - PUBLIC HEARING - Z-0082-02 - SPKQL8R, LIMITED LIABILITY COMPANY ON BEHALF OF GREG BECKER - Request for a Rezoning FROM: U (Undeveloped) [L-TC (Low Density Residential - Town Center) General Plan Designation] TO: TC (Town Center) on 5.0 acres adjacent to the southwest corner of Deer Springs Way and Fort Apache Road (APN: 125-19-701-008), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
123. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0038-02 - SPARTAN PROPERTIES, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF DELTA REALTY & INVESTMENTS - Request to amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: ML-TC (Medium Low Residential) and UC-TC (Urban Center Mixed-Use) TO: GC-TC (General Commercial) on 15.0 acres adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-006, 007, 008 and 009), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
124. REZONING RELATED TO GPA-0038-02 - PUBLIC HEARING - Z-0084-02 - SPARTAN PROPERTIES, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF DELTA REALTY AND INVESTMENTS - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 10.00 acres adjacent to the south side of Elkhorn Road, approximately 330 feet west of El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-006 and 007), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommends APPROVAL
125. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0040-02 - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF RICHMOND AMERICAN HOMES - Request to amend a portion of Map No. 8 of the Transportation Trails Element of the General Plan TO CHANGE THE ALIGNMENT OF A PROPOSED MULTI-USE TRAIL generally located south of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 008 and 013), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
126. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN RELATED TO GPA-0040-02 - PUBLIC HEARING - Z-0024-99(48) - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF RICHMOND AMERICAN HOMES - Request for a Major Modification to the Lone Mountain West Master Plan TO REALIGN A PORTION OF THE MULTI USE TRAIL generally located south of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 008 and 013), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zones [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
127. REZONING RELATED TO GPA 0040-02 AND Z-0024-99(48) - PUBLIC HEARING - Z-0073-02 - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SOUTHWEST DESERT EQUITIES, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] TO: PD (Planned Development) of approximately 21.5 acres adjacent to the south side of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 013, 014, and a portion of 008), PROPOSED USE: SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
128. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0041-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request to amend a portion of the Centennial Hills Sector Plan FROM: DR (Desert Rural Density Residential) TO: R (Rural Density Residential) on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. REZONING RELATED TO GPA-0041-02 - PUBLIC HEARING - Z-0086-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request for a Rezoning FROM: U (Undeveloped) [DR (Desert Rural Density Residential) General Plan Designation)] [PROPOSED R (Rural Density Residential)] TO: R-PD3 (Residential Planned Development - 3 Units Per Acre) on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), PROPOSED USE: SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
130. VACATION RELATED TO GPA-0041-02 AND Z-0086-02 - PUBLIC HEARING - VAC-0075-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Petition to vacate Kraft Avenue between Buffalo Drive and Quadrel Street, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
131. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA 0041-02, Z-0086-02 AND VAC-0075-02 - PUBLIC HEARING - Z-0086-02(1) - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request for a Site Development Plan Review FOR A 42-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), U (Undeveloped) [DR (Desert Rural Density Residential) General Plan Designation) [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
132. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING 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:

Las Vegas Library, 833 Las Vegas Boulevard North
Senior Citizen Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 14th day of November, 2002, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas City Council Meeting** to be held on the 20th day of November, 2002, 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.

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

Subscribed and sworn to before me this

2nd day of December, 2002
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005

No. 93-4081-1

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **14th day of November, 2002** at the hour of **4:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **20th day of November, 2002**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. In the Clark County Library, 833 Las Vegas Blvd., No.,(Faxed)
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).

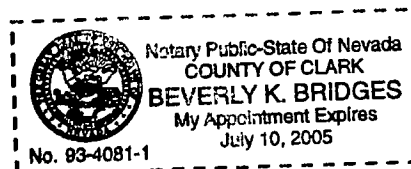

Signature

City Clerk
DEPARTMENT

Subscribed and sworn to before me

this 5th day of December, 2002

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



City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: NOVEMBER 20, 2002

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - CHAPLAIN CHARLOTTE M. LEAS, BEREAVEMENT COORDINATOR FOR BUNKERS MORTUARIES
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN (excused from the afternoon session at 3:20 p.m.) and COUNCIL MEMBERS REESE, M. McDONALD (excused from the morning session and from the afternoon session until 1:57 p.m.), BROWN (excused from the afternoon session until 1:09 p.m.), L.B. McDONALD, WEEKLY, and MACK

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY TOM GREEN, DEPUTY CITY ATTORNEY BRYAN SCOTT (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

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

Las Vegas Library, 833 Las Vegas Boulevard North
 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

(9:09 – 9:10)

1-1

CHAPLAIN CHARLOTTE M. LEAS, Bereavement Coordinator for Bunkers Mortuaries, gave the invocation.

(9:10 – 9:11)

1-22

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 20, 2002 Announcements – Continued

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:11 – 9:12)

1-61

MAYOR GOODMAN announced that the City prevailed in the Stratosphere litigation and read the court order as follows: The court finds that excellent presentations were made to the Mayor and members of the City Council, whereby they were fully briefed on all relevant issues and said presentation created an extensive record for review. The Court further finds that their votes are supported by substantial evidence, which a reasonable mind might accept as adequate to support the decision which they collectively reached without abusing their discretion and with due consideration of the criteria set forth in Las Vegas Municipal Code, Section 19A.18.050. The Court therefore denies the petition pursuant to City of Las Vegas versus Laughlin, 111 Nevada, 557(1955). Prevailing counsel to prepare the order within 10 days and distribute a file copy to all parties involved in this matter. That order was distributed to MR. MORAN, who represented the Stratosphere and to BILL HENRY, Sr. Litigation Counsel, who represented the City in the litigation.

(1:33 - 1:35)

3-1041

COUNCILMAN BROWN acknowledged and welcomed PAT HAYDEN, Principal of Justice Myron Leavitt Middle School, who would be joining the Council for the morning session. Anyone familiar with the school system is certainly familiar with the commitment and passion of MR. HAYDEN to education.

(9:27 – 9:29)

1-588

COUNCILMAN REESE recognized TIM HOLMES of Parks and Open Spaces, who competed on 11/16/2002 in the Las Vegas Classic Body Building Competition at the Riviera. He competed in the Open Men – Lite/Heavy and took fourth place.

(9:29 – 9:31)

1-649

COUNCILMAN REESE welcomed DEAN DePAULO, Political Science Instructor from the Nevada State College, who was accompanied by Student Body President JANELLE NELLIE, Vice-President NICOLE SCHAFFER, and Secretary SHANNON GLEASON.

(9:31)

1-707

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****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:**

DR. BARBARA JACKSON, Director, and NANCY DEANER, Cultural Affairs Manager, of Leisure Services joined the Council in honoring RICHARD HOOKER, Senior Cultural Activity Specialist, Cultural Affairs Division, as November's Employee of the Month for creating a special arts map of the downtown area. The map is a tool to help get the word out about all of the diverse activities taking place in the arts district and all through the core of the City of Las Vegas. The map was completed after months of hard work, information gathering, editing, artwork coordination and general layout in order to ensure that the content was user friendly, correct, and functional.

MAYOR GOODMAN showed a copy of the map, stating that it is a wonderful way to see what is happening in the downtown area arts district. He took advantage of the occasion to share with the public that Money Magazine recently ranked Las Vegas as the number one place to live because it is a vibrant and exciting community. Included in that ranking is the Summerlin Community and Downtown Las Vegas.

DR. JACKSON said that she was pleased to have such a wonderful employee on her staff. He has made a mark and a legacy.

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 20, 2002

Ceremonial

Recognition of Employee of the Month

MINUTES – Continued:

MS. DEANER noted that MR. HOOKER has exhibited creativity beyond comparison, and he has the tremendous ability to see the big picture and connect the dots.

MR. HOOKER thanked the Council members for this great honor, especially when there are so many talented people working for the City. He acknowledged the leadership of DR. JACKSON and MS. DEANER in bringing the Cultural Affairs Division to the forefront of the arts. In his opinion, when the Council acknowledges his work, it speaks to the commitment the City has made to make the arts a vital part of the lives of the local residents and City government.

(9:12 – 9:17)

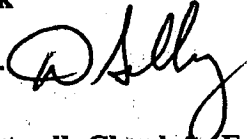
1-88

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: Doug Selby, City Manager



c: Steve Houchens; Betsy Fretwell; Claudette Enus; Barbara Jackson; David Rigglerman;
Roni Ronemus

Date: November 13, 2002

Re: November 2002 Employee of the Month

RECEIVED
CITY CLERK
2002 NOV 15 P 2:25

I am pleased to announce that November's Employee of the Month is Senior Cultural Activity Specialist **Richard Hooker** of the Department of Leisure Services, Cultural Affairs Division. Cultural Affairs Manager Nancy Deaner nominated Richard who has been a City employee since February 2000.

Richard is a creative employee who follows through on projects to their completion, always looking for opportunities to make them better. For example, it was Richard's idea to create an arts map of the downtown area to assist and inform citizens and visitors about the diverse and cultural things to see in the arts district, as well as downtown.

This map has been completed after months of hard work comprised of research, editing, coordinating artwork, and assuring that the map is correct, functional and user friendly. Richard recognized the need for such a map and had the foresight to lead the way in producing the map. Originally, only a few thousand copies of the map were to be printed every two years, but Richard decided to ask the Las Vegas Convention and Visitors Authority (LVCVA) for assistance. The LVCVA loved the map and volunteered to print 200,000 copies and distribute them as well. They also agreed to re-print the maps every year.

There is really no way of measuring the far-reaching benefits these maps will bring to downtown. Richard deserves acknowledgement of his creativity on this project and hard work on the City's behalf.

A celebration announcing his selection is scheduled for 4:00 p.m., Tuesday, November 19th, at the **Department of Leisure Services in the administration conference room, located at 749 Veterans Memorial Drive**. Your attendance will be greatly appreciated. If you have any questions, please feel free to call.

DS:mk

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

PRESENTATION TO CITY COUNCIL BY MEADOWS SCHOOL CHILDREN

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MINUTES:

LINDA VERBON, Kindergarten Teacher at Meadows School, joined MAYOR GOODMAN for this special presentation. MR. VERBON first introduced Meadows School teachers MRS. CAGILL, MS. KANADA, and MS. MARTIN. She then introduced the kindergarteners, who are the future lawyers, doctors, and decision makers of the 21st Century. The kindergarteners sang the song "We Are The People of The 21st Century."

(9:17 – 9:23)

1-262

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 20, 2002

Ceremonial

Special Presentation by the Las Vegas Housing Authority

MINUTES:

PARVIS GHADIRI, Las Vegas Housing Authority Acting Executive Director, who was accompanied by BRENDA FONSIKA, Housing Program Manager, indicated that thanks to the sponsorship of COUNCILWOMAN McDONALD the Las Vegas Housing Authority won the National Association of Housing and Redevelopment Officials (NAHRO) award in December 2001 because of the "Be an Angel to an Angel" program. More than 300 children participated in the program and received all kinds of gifts for Christmas. It was a wonderful experience for him to witness the happiness of these children. He presented the award to COUNCILWOMAN McDONALD.

COUNCILWOMAN McDONALD felt truly honored to accept the award on behalf of the City and the Las Vegas Housing Authority. Winning national awards was not the intent when the program was created, but rather to serve this great need in the Las Vegas community. The families in the program are trying to become self-sufficient and get off public assistance through the Housing Authority. Their annual salaries range from 3,000 to \$12,000 a year.

She indicated that this year's program would close on 12/18/2002 and that anyone wishing to participate should contact her office. MAYOR GOODMAN noted that it is truly a rewarding program. He encouraged everyone to participate.

(9:23 - 9:27)

1-453

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002**

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

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

MOTION:

REESE – Motion to bring forward and STRIKE Items 49, 51, 56, and 59 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no discussion.

(9:31 – 9:33)

1-731

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002**

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 October 16, 2002

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

There was no discussion.

(9:33)

1-784

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: CITY MANAGER****DIRECTOR: DOUGLAS SELBY**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of professional services agreement with Kirchoff & Associates for an organizational and management study (\$57,900 – General Fund)

Fiscal Impact☐**No Impact****Amount: \$57,900**☒**Budget Funds Available****Dept./Division: City Manager's Office**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

In an effort to evaluate the current organizational structure and identify management improvement opportunities within the City, it is recommended that the City enter into a professional services agreement with Kirchoff & Associates to provide expert analysis, assessment and study results. The agreement would be effective upon Council approval, with the final report to be completed by March 1, 2003, at a cost of \$48,200 plus out-of-pocket expenses not to exceed \$9,700.

RECOMMENDATION:

It is recommended that the City Council approve the agreement with Kirchoff & Associates

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

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

MINUTES:

CITY MANAGER SELBY outlined the intent to look at all divisions of Leisure Services, Neighborhood Services, the Division of Administration and Parks and Open Spaces Division of Field Operations, and Marshal/Animal Control aspects of Detention & Enforcement. The purpose is to review the structure used to provide public service. This interactive process may cause realignment of functions in the next budget cycle. A study was done in the Department of Public Works two years ago which resulted in the creation of Field Operations and relocation of the Real Estate Division into Public Works, along with other recommendations. The City is continuing to look at City government in order to improve it in any way possible.

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

CITY COUNCIL MEETING OF NOVEMBER 20, 2002

Administrative

Item 3 - Approval of professional services agreement with Kirchhoff & Associates for an organizational and management study

MINUTES - Continued:

COUNCILWOMAN McDONALD questioned whether the entire City organization should be examined in a more holistic approach. CITY MANAGER SELBY responded that the process will continue, but staff is looking at it a piece at a time. It is probable that issues in other departments will be raised during this process resulting in further examinations down the road. The goal is to get better and better.

MAYOR GOODMAN discussed with CITY MANAGER SELBY that future evaluations may or may not be done by the same consultant. This consultant has the best experience for this particular study. Future examinations may require different expertise.

COUNCILMAN MACK suggested that the consultant work closely with the Council, Council staff and the City Employees Association in order to get input on the real pulse of the community. COUNCILWOMAN McDONALD strongly supported that suggestion and added that public input would also be beneficial. One of the City's goals is to increase public-driven customer service. That is especially true with Leisure Services matters.

There was no further discussion.

(9:35 – 9:40)

1-865

AGREEMENT

This Agreement, entered into this 20 day of November, 2002 by and between the City of Las Vegas, hereinafter referred to as "CITY", and Kirchhoff & Associates, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain professional services to assist in the preparation and completion of the items of work described as "A Work Plan For The City of Las Vegas" in Exhibit "A", and hereinafter referred to as the "PROJECT;" and

WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement;

NOW, THEREFORE, BE IT AGREED, by and between the CITY and the CONSULTANT as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work

The CONSULTANT agrees to perform all work necessary to complete those tasks described in Exhibit "A", attached hereto and incorporated herein by this reference.

B. Additional Services

Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. If such work is authorized by the CITY, the CONSULTANT shall be compensated accordingly.

II. TIME OF PERFORMANCE

The CONSULTANT begin the project within seven (7) working days following approval of this Agreement. The CITY will inform the CONSULTANT of said approval. The various tasks involved in the PROJECT shall be completed no later than March 1, 2003.

III. COMPENSATION

A. Total Compensation

For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full \$48,200. The CITY will be responsible for out-of-pocket expenses for items described in the Timing and Costs section of Exhibit "A". Expenses will not exceed \$9,700. The total project cost will not exceed \$57,900.

B. Payment of Monthly Compensation

The CITY shall pay the CONSULTANT each month for the services performed and the expenses itemized.

IV. AUTHORIZED REPRESENTATIVE

The CITY shall appoint a qualified person to represent the CITY in matters pertaining to the services to be rendered under this Agreement. That person shall be Elizabeth Fretwell.

V. TERMINATION

The CITY may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

VI. INTEREST OF THE CONSULTANT

The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. PROHIBITION OF ASSIGNMENT

Neither the CITY nor CONSULTANT shall assign or transfer their interest in this Agreement without the written consent of the other party.

VIII. INTEGRATION

This Agreement represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

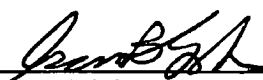
IX. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999 CONSULTANT warrants that it has disclosed, on the form attached as Exhibit A hereto, all principals, including partners, of CONSULTANT, as well as all persons and entities holding more than a 1% interest in CONSULTANT, or any principal of CONSULTANT. If CONSULTANT, or the 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 A, the requirement of this Section shall be satisfied. Throughout the term hereof, CONSULTANT 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.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF LAS VEGAS

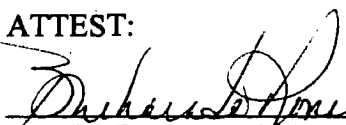
KIRCHHOFF & ASSOCIATES



OSCAR B. GOODMAN, Mayor



ATTEST:



BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

11/8/02
Date

EXHIBIT "A"

A Work Plan Proposal for the City of Las Vegas

This is a proposed work plan for a Organizational and Management Study for the City of Las Vegas. The departments and divisions to be studied are:

- Leisure Services (all divisions);
- Neighborhood Services (all divisions);
- Field Operations (Administration and Parks & Open Spaces Divisions); and,
- Detention & Enforcement (City Marshals and Animal Control Divisions).

For the purpose of discussion in this work plan, the departments and divisions to be studied are referred to as City of Las Vegas Organization (CLVO).

The intent of this work plan is to adequately address the project's scope of work.

Objectives and Scope

In requesting a work plan proposal to conduct the Organizational and Management Study of the CLVO, the City Manager's Office identified several general study objectives. The *primary purpose of this study is to determine opportunities for improvement* within the Department of Leisure Services. Other study objectives are to:

1. Examine and analyze organization structure, reporting relationships and spans of control;
2. Analyze and assess workload and staffing levels considering existing service delivery, policies, standards and methods;
3. Compare existing workload with current staffing levels to identify any imbalance and recommend staffing changes if appropriate;
4. Identify management and organizational improvement opportunities;
5. Analyze workload indicators and program management efforts;
6. Assess the existing organization culture in each department and division studied;
7. Assess the overall effectiveness of managers and supervisors regarding performance, workload, personnel management and technical capacity;

8. Assess service delivery methods used and recommend changes, if appropriate; and,
9. Evaluate the service function of each major work unit and determine if management is configured to provide optimal efficiency and success in meeting current and future needs.

Work Plan

This section contains a brief description of the work plan that will be used by Kirchhoff & Associates to conduct the Organizational and Management Study for the City of Las Vegas.

Task 1 – Project Initiation

A variety of activities will be performed to initiate the project. These activities are described below as sub-tasks.

Task 1.1 – Meet with Deputy City Managers, Project Manager and CLVO Department Directors – As a first step in the study process the consultant will meet with this group to review and confirm the work plan and project timing.

Task 1.2 – Meet with CLVO major work unit managers and supervisors – The consultant will meet with the management cadre to review the work plan and obtain input.

Task 1.3 – Brief interested employees – The consultant will schedule two employee briefing sessions. One will be conducted at the end of the day and the other at the start of the following day so that all CLVO employees will have an opportunity to attend. The briefing sessions will include a review of the work plan, project timing and importance of employee input.

Task 2 – Data Collection

The consultant will require a significant amount of information about the structure, organization and operations of the CLVO as well as general information about the City. The specific tasks in the data collection process are described below:

Task 2.1 – Prepare Data Collection Checklist – The consultant will prepare a comprehensive data collection checklist and provide it to the City's Project Manager immediately after receiving notification to proceed with the study. Examples of the type of information that will be included on the checklist are listed below.

CLVO budgets for the past five years;

- CLVO and City organization charts;
- Staff listing by title;
- CLVO annual reports for the past three years;
- CLVO management reports for the past year;
- Mission statement, goals and objectives for each unit in the CLVO;
- CLVO policies and procedures manuals;
- Position classification plan;
- Agreements with employee organizations;
- Las Vegas demographic data;
- Staffing schedule and hours of operation; and,
- Listing of CLVO facilities.

Task 2.2 – Review Data

All of the data collected will be reviewed by the consultant prior to conducting interviews (described in Task 3). The review of the data will provide important background information and will make the interview process more productive and efficient.

Task 3 – Interviews and Observations

The consultant will conduct individual and group interviews individuals in each of the major work units as well as making direct observations of selected service and field activities.

Task 3.1 – Schedule and conduct interviews

The consultant will conduct a variety of interviews with various staff members of the CLVO. The interviews will be scheduled in advance and will require from one-half to two hours. The interviews will typically be done at the office or other private meeting room of the staff member being interviewed. Those who will be scheduled for an interview include:

- City Manager
- Deputy City Managers;
- Directors of CLVO Department Services;
- Heads of the major work units; and,
- Selected supervisors and employees.

The consultant will conduct personal interviews with the staff members listed above. Employees not scheduled for an interview but who request to be interviewed, will be accommodated. The purpose of the interviews is to help the consultant gain an understanding of the organization, workload, staffing, services, and service delivery methods.

Task 3.2 – Observations

In addition to conducting individual and group interviews, the consultant will also make direct observations of some of the activities performed by the units in the CLVO.

Task 4 – Initial Assessment

After completing the above tasks of the work plan and before conducting the detailed analysis, the consultant will convey verbally to the Deputy City Manager his initial assessment of the CLVO. The purpose of this task is to obtain clarification and any other necessary input from management regarding the study.

Task 5 – Perform Detailed Analysis

The detailed analysis for the Organizational and Management Study will be conducted in this task. The analysis will include the following:

- Workload and staffing;
- Organization structure and reporting relationships;
- Services and service delivery methods;
- Systems, procedures and policies;
- Management systems and methods and decision-making practices;

- Staff training; and,
- Management capacity; and resource allocation.

The detailed analyses will be expressed as findings and the results used to develop specific recommendations.

Task 6 – Draft Final Report

After completing the detailed analyses the consultant will prepared a draft final report for review by the Deputy City Managers and Project Manager. This draft report will be due on February 1, 2003.

Task 7 – Final Report

After completing the review of the draft final report the consultant will perform any needed follow-up analysis and make any needed factual corrections. This will result in the final report and completion of the project.

The seven tasks described above incorporate all of the activities that will be performed by the consultant to complete the CLVO Services Organizational and Management Study.

Timing and Costs

Kirchhoff & Associates is prepared to begin the Organizational and Management Study of the Department of Leisure Services shortly after receiving notification to proceed from the City of Las Vegas. A draft of the project will be completed by February 1, 2003. The final report will be completed by March 1, 2003.

The cost of professional services for the Organizational and Management Study will be the fixed amount of \$48,200. In addition, the City of Las Vegas will be responsible for the reimbursement of out-of-pocket expenses for items such as travel and lodging, printing and binding, postage and delivery, clerical, analytical, and graphic services and telephone charges. Expenses will be billed on an actual cost basis without mark up and will not exceed \$9,700. The total project cost will not exceed \$57,900. Kirchhoff & Associates will bill the City of Las Vegas monthly for progress payment.

EXHIBIT "A"

A Work Plan Proposal for the City of Las Vegas

This is a proposed work plan for a Organizational and Management Study for the City of Las Vegas. The departments and divisions to be studied are:

- Leisure Services (all divisions);
- Neighborhood Services (all divisions);
- Field Operations (Administration and Parks & Open Spaces Divisions); and,
- Detention & Enforcement (City Marshals and Animal Control Divisions).

For the purpose of discussion in this work plan, the departments and divisions to be studied are referred to as City of Las Vegas Organization (CLVO).

The intent of this work plan is to adequately address the project's scope of work.

Objectives and Scope

In requesting a work plan proposal to conduct the Organizational and Management Study of the CLVO, the City Manager's Office identified several general study objectives. The *primary purpose of this study is to determine opportunities for improvement* within the Department of Leisure Services. Other study objectives are to:

1. Examine and analyze organization structure, reporting relationships and spans of control;
2. Analyze and assess workload and staffing levels considering existing service delivery, policies, standards and methods;
3. Compare existing workload with current staffing levels to identify any imbalance and recommend staffing changes if appropriate;
4. Identify management and organizational improvement opportunities;
5. Analyze workload indicators and program management efforts;
6. Assess the existing organization culture in each department and division studied;
7. Assess the overall effectiveness of managers and supervisors regarding performance, workload, personnel management and technical capacity;

8. Assess service delivery methods used and recommend changes, if appropriate; and,
9. Evaluate the service function of each major work unit and determine if management is configured to provide optimal efficiency and success in meeting current and future needs.

Work Plan

This section contains a brief description of the work plan that will be used by Kirchhoff & Associates to conduct the Organizational and Management Study for the City of Las Vegas.

Task 1 – Project Initiation

A variety of activities will be performed to initiate the project. These activities are described below as sub-tasks.

Task 1.1 – Meet with Deputy City Managers, Project Manager and CLVO Department Directors – As a first step in the study process the consultant will meet with this group to review and confirm the work plan and project timing.

Task 1.2 – Meet with CLVO major work unit managers and supervisors – The consultant will meet with the management cadre to review the work plan and obtain input.

Task 1.3 – Brief interested employees – The consultant will schedule two employee briefing sessions. One will be conducted at the end of the day and the other at the start of the following day so that all CLVO employees will have an opportunity to attend. The briefing sessions will include a review of the work plan, project timing and importance of employee input.

Task 2 – Data Collection

The consultant will require a significant amount of information about the structure, organization and operations of the CLVO as well as general information about the City. The specific tasks in the data collection process are described below:

Task 2.1 – Prepare Data Collection Checklist – The consultant will prepare a comprehensive data collection checklist and provide it to the City's Project Manager immediately after receiving notification to proceed with the study. Examples of the type of information that will be included on the checklist are listed below.

CLVO budgets for the past five years;

- CLVO and City organization charts;
- Staff listing by title;
- CLVO annual reports for the past three years;
- CLVO management reports for the past year;
- Mission statement, goals and objectives for each unit in the CLVO;
- CLVO policies and procedures manuals;
- Position classification plan;
- Agreements with employee organizations;
- Las Vegas demographic data;
- Staffing schedule and hours of operation; and,
- Listing of CLVO facilities.

Task 2.2 – Review Data

All of the data collected will be reviewed by the consultant prior to conducting interviews (described in Task 3). The review of the data will provide important background information and will make the interview process more productive and efficient.

Task 3 – Interviews and Observations

The consultant will conduct individual and group interviews individuals in each of the major work units as well as making direct observations of selected service and field activities.

Task 3.1 – Schedule and conduct interviews

The consultant will conduct a variety of interviews with various staff members of the CLVO. The interviews will be scheduled in advance and will require from one-half to two hours. The interviews will typically be done at the office or other private meeting room of the staff member being interviewed. Those who will be scheduled for an interview include:

- City Manager
- Deputy City Managers;
- Directors of CLVO Department Services;
- Heads of the major work units; and,
- Selected supervisors and employees.

The consultant will conduct personal interviews with the staff members listed above. Employees not scheduled for an interview but who request to be interviewed, will be accommodated. The purpose of the interviews is to help the consultant gain an understanding of the organization, workload, staffing, services, and service delivery methods.

Task 3.2 – Observations

In addition to conducting individual and group interviews, the consultant will also make direct observations of some of the activities performed by the units in the CLVO.

Task 4 – Initial Assessment

After completing the above tasks of the work plan and before conducting the detailed analysis, the consultant will convey verbally to the Deputy City Manager his initial assessment of the CLVO. The purpose of this task is to obtain clarification and any other necessary input from management regarding the study.

Task 5 – Perform Detailed Analysis

The detailed analysis for the Organizational and Management Study will be conducted in this task. The analysis will include the following:

- Workload and staffing;
- Organization structure and reporting relationships;
- Services and service delivery methods;
- Systems, procedures and policies;
- Management systems and methods and decision-making practices;

- Staff training; and,
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The detailed analyses will be expressed as findings and the results used to develop specific recommendations.

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Exhibit " "

Disclosure of Principals

The principals and partners of Kirchhoff + Associates and all persons and entities holding more than 1% interest in Kirchhoff + Associates or any principal of Kirchhoff + Associates are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>William E Kirchhoff</u>	<u>P.O. Box 189003</u>	<u>619 204 8769</u>
2. _____	<u>Coronado, CA 92178</u>	_____
3. <u>Cindi S. Kirchhoff</u>	<u>P.O. Box 189003</u>	<u>619 204 8769</u>
4. _____	<u>Coronado, CA 92178</u>	_____
5. <u>Maggie A. Kirchhoff</u>	<u>Coronado</u>	_____
6. _____	<u>P.O. Box 189003</u>	<u>619 204 8769</u>
7. _____	<u>Coronado, CA 92178</u>	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: _____

William E Kirchhoff
Managing Partner

Subscribed and sworn to before me this
8th day of November, 2002.

Cheryl Moore
 Notary Public

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

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

The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency.

RECOMMENDATION:

By approving this notification, the Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment C and that Attachment C is made part of the minutes of today's City Council Meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo containing procedure used by the City Clerk for appropriate filings
2. Distribution List (Attachment A)
3. Name and title of City employees submitting Disclosure of Interest forms (Attachment B)
4. Completed filings for those persons with an interest to declare (Attachment C)

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused**

NOTE: COUNCILMAN MACK disclosed that he would be voting on Items 13, 31, and 35 because he has not conversed with any of the people regarding the applications and he does not feel his judgment will be affected, and for the following reasons: On Item 13, involving the Four Queens, the subject property is in close proximity to Steven Mack's SuperPawn shop, his brother-in-law Andrew Donner recently signed a contract with the owners of the Lady Luck, and MK², for whom COUNCILMAN MACK does consulting, recently signed a contract with the Horseshoe Hotel/Casino. As far as Item 31, it involves a location that is near another SuperPawn shop owned by his brother Steven Mack. Regarding Item 35, the location is near property owned by Joseph Scala, with whom he has a relationship.

City of Las Vegas

Agenda Item No. 4

CITY COUNCIL MEETING OF NOVEMBER 20, 2002

Consent – Administrative

Item 4 – Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

MINUTES:

COUNCILMAN MACK commented that the Real Estate Committee reviewed the Real Estate Consent Agenda and joins with the recommendation of staff that the Council approve Item 45.

There was no related discussion.

(9:33 – 9:35)

1-792

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 20, 2002****DEPARTMENT: City Clerk****ITEM DESCRIPTION: Report on Declarations of Interest in Redevelopment Areas**

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to those City employees on the attached list with a disclosure form to be returned to the City Clerk if appropriate (Attachment A). It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Attachment B indicates the name and title of those who submitted the form; however, declaration forms are attached (Attachment C) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

Attachments A, B & C

ATTACHMENT A

**DISCLOSURE OF INTEREST
REDEVELOPMENT AREA**

Mayor Oscar B. Goodman
Councilman Gary Reese
Councilman Michael McDonald
Councilman Larry Brown
Councilwoman Lynette Boggs McDonald
Councilman Lawrence Weekly
Councilman Michael Mack
Douglas Selby, City Manager
Steve Houchens, Deputy City Manager
Elizabeth Fretwell, Deputy City Manager
Brad Jerbic, City Attorney
Barbara Jo (Roni) Ronemus, City Clerk
Sharon Segerblom, Director, Neighborhood Svcs.
Richard Goecke, Director, Public Works
Mark Vincent, Director, Finance
David Washington, Fire Chief, Fire Services
Neil Pezzillo, Director, Administrative Services
David Riggelman, Director, Communications
F. Claudette Enus, Director, Human Resources
Robert Genzer, Director, Comm. Planning & Development
Paul Wilkins, Director, Building & Safety
Lesa Coder, Director, Office of Business Development
Barbara Jackson, Director, Leisure Services
Mike Sheldon, Director, Detention & Enforcement
Joseph Marcella, Director, Information Tech.
Radford Snelding, City Auditor
James P. Carmany, Court Administrator, Municipal Court
Larry Haugsness, Director, Field Operations

Planning Commission Members:

Craig Galati
Laura McSwain
Byron Goynes
Todd Nigro
Steven Evans
Rick Truesdell
Stephen P. Quinn

CCDC:

Dayvid Figler
Peter Thomas
Jack Sommer
Steven Swisher
Steve Kalb
George Kunz
Ken Templeton
Gary Vause

ATTACHMENT B

CITY COUNCIL & REDEVELOPMENT AGENCY
Meeting of November 6, 2002

DECLARATIONS OF INTEREST IN THE EXISTING REDEVELOPMENT AREAS

NAME	TITLE	LOCATION (See Form for Interest Held)
Oscar B. Goodman	Mayor	SW Corner-Casino Center & Bonneville
Gary Reese	Councilman	2341 E. Bonanza
Michael McDonald	Councilman	None
Larry Brown	Councilman	None
Lynette Boggs McDonald	Councilwoman	None
Lawrence Weekly	Councilman	1929 Rose Coral Ave.
Michael Mack	Councilman	None
Douglas Selby	City Manager	None
Steve Houchens	Deputy City Manager	None
Elizabeth Fretwell	Deputy City Manager	None
Brad Jerbic	City Attorney	None
Robert S. Sylvain	Deputy City Attorney	821 So. Casino Ctr.
Barbara Jo Ronemus	City Clerk	None
Sharon Segerblom	Director, Neighborhood Services	704 S. 9 Street
Richard Goecke	Director, Public Works	None
Larry Haugsness	Director, Field Operations	None
Mark Vincent	Director, Finance	None
David Washington	Fire Chief, Fire Services	None
Neil Pezzillo	Director, Administrative Services	None
Elizabeth Gail Hall	Admin. Officer, Administrative Services	None
Kami Dempsey	Gov. Relations Mngr., Administrative Services	None
Patrick Smith	Management Analyst II, Administrative Services	None
David Riggelman	Director, Communications	None
F. Claudette Enus	Director, Human Resources	None

November 6, 2002

Disclosure of Interest-Redevelopment Area
Page Two**ATTACHMENT B**

NAME	TITLE	LOCATION (See Form for Interest Held)
Robert Genzer	Director, Comm. Planning	603, 605, 607 S.4th; 406, 408, 410 E. Bonneville; 1117, 1119, 1131 S. Main
Matthew Pinjuv	Sr. Planner	SW Corner-Ogden & 8 th St.
Paul Wilkins	Director, Building Safety	None
Lesa Coder	Director, OBD	None
Albert C. Douglas	Sr. Dev. Project Officer, OBD	None
Jim Pegues	Sr. Dev. Project Officer, OBD	None
Douglas Lein	Dev. Project Officer, OBD	None
Scott R. Auyong	Sr. Dev. Project Officer, OBD	None
Richann Johnson	Sr. Dev. Project Officer, OBD	None
Susan Lonborg	Admin. Secretary, OBD	None
Steve Van Gorp	Redevelopment Officer, OBD	None
William Arent	Sr. Economic Development Officer, OBD	None
Scott D. Carter	Development Project Analyst, OBD	None
Jacqueline Garrens	Development Project Officer, OBD	None
Iain Vasey	Economic Development Manager, OBD	None
Barbara P. Jackson	Director, Leisure Services	None
Autumn Davis	Acting Coordinator, Leisure Services	None
Daniel Stover	Aquatic Maint. Sup., Leisure Services	None
Mike Habighorst	Coordinator, Leisure Services	None
Trina Lewis	Recreation Leader, Leisure Services	None
Mike Sheldon	Director, Detention & Enforcement	None

November 6, 2002
Disclosure of Interest-Redevelopment Area
Page Three

ATTACHMENT B

NAME	TITLE	LOCATION (See Form for Interest Held)
Joseph Marcella	Director, Information Technology	None
Lonnie Richardson	Manager, Information Technology	None
Louis Carr, Jr.	Manager, Information Technology	None
Bob Wood	Manager, Information Technology	None
Michael Hougen	Support Mngr, Information Technology	None
Radford Snelding	City Auditor	None
James P. Carmany	Court Admin., Municipal Court	None
Craig Galati	Planning Commissioner	None
Laura McSwain	Planning Commissioner	None
Byron Goynes	Planning Commissioner	None
Todd Nigro	Planning Commissioner	None
Steven Evans	Planning Commissioner	None
Rick Truesdell	Planning Commissioner	NW Corner-Colorado & S. Fourth; NW Corner-Sahara & Paradise; 2233 Las Vegas Blvd. So.; 201 Las Vegas Blvd. So.
Stephen P. Quinn	Planning Commissioner	None
Dayvid Figler	CCDC	None
Jack Sommer	CCDC	None
Stephen Swisher	CCDC	None
Steve Kalb	CCDC	None
George Kunz	CCDC	SW Corner- Charleston & Eastern
Ken Templeton	CCDC	None
Gary Vause	CCDC	2200 Las Vegas Blvd. S.; 410, 422, 428 S. 1 st St.; 510 S. 1 st St.

November 6, 2002
Disclosure of Interest-Redevelopment Area
Page Four

ATTACHMENT B

NAME	TITLE	LOCATION (See Form for Interest Held)
Stephanie Bolxo	Chief of Staff, Mayor's Office	None
Elena M. Perez	Special Asst. to Mayor	None
Louisa Tuilagi	Executive Asst. to Mayor	None
Loretta Arrington	Liaison, Council	None
Richard Henry	Senior Management, Council	None
Mary Kleven	Sr. Executive Asst., Council	None
Laurie Kruse	Sr. Executive Asst., Council	None
Audrie Dodge	Sr. Executive Asst., Council	None
Karlette Adams	Sr. Executive Asst., Council	None
Lynn Barboza	Sr. Executive Asst., Council	None
Susie Martinez	Council Liaison	None
Doug Rankin	Council Liaison	None
Darcy Hayes	Council Liaison	None
Larry Harala	Council Liaison	None
Ricki Barlow	Council Liaison	None
Kelly D. Benavidez	Council Liaison	None
Leni Skaar	Council Liaison	None
Lisa Clearwater Campbell	Management Analyst, Council	None
Trina Robinson	Management Analyst, Council	None



DATE: SEPTEMBER 19, 2002

TO: BARBARA JO (RONI) RONEUMS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
ARRY BROWN
JTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

Name: OSCAR B. GOODMAN

Title: MAYOR

Department: _____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

CASINO CENTER AND BONNEVILLE (SOUTHWEST CORNER)

Description of Interest:

20% INTEREST

RECEIVED
CITY CLERK
2002 SEP 20 A 8:03

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.ci.las-vegas.nv.us

[Signature]
Signature (Required)

9/19/02
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
ARRY BROWN
TTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

RECEIVED
CITY CLERK

2002 SEP 20 A 8:50

DATE: SEPTEMBER 19, 2002

TO: BARBARA JO (RONI) RONEBUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name:

GARY REESE

Title:

CITY COUNCILMAN

Department:

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2341 EAST BONANZA Rd.
LAS VEGAS, NV. 89101

Description of Interest:

LENE A Barber Shop is Shopping
Center.

Gary Reese
Signature (Required)

Sept 20, 2002
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
ARRY BROWN
J. TTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: LAWRENCE WEEKLY

Title: Councilman

Department: _____

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that **(please check)**

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

1929 Rose Coral Ave
Las Vegas, NV 89106

Description of Interest:

2002 SEP 20 A 10:16
RECEIVED
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.ci.las-vegas.nv.us

68112-012-8/02

Lawrence Weekly 9/19/02
Signature (Required) (Date)

common/forms/redevelopment area disclosure 2002 form



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
ARRY BROWN
TTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Sharon Segerblom
Title: Director, Neighborhood Services
Department: Neighborhood Services

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

704 South 9th

Description of Interest:

50% interest in law office building

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.ci.las-vegas.nv.us

RECEIVED
CITY CLERK
2002 SEP 23 P 12:21

Sharon Segerblom
Signature (Required)

9/26/02
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
ARRY BROWN
JTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

RECEIVED
CITY CLERK

DATE: SEPTEMBER 19, 2002 2002 SEP 24 P 5:03
TO: BARBARA JO (RONI) RONEUMS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: ROBERT S. GENZER
Title: DIRECTOR
Department: PLANNING & DEVELOPMENT

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO



INDIRECT [SEE BELOW]

I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

603, 605 & 607 S. 4TH ST., & 406, 408 & 410 E. BONNEVILLE
1117, 1119 & 1131 S. MAIN ST.

Description of Interest:

ALL PROPERTIES ARE OWNED BY MY WIFE AND
MOTHER-IN-LAW, THEREFORE, I HAVE A
INDIRECT INTEREST BY MARRIAGE.

RSG

Signature (Required)

9/24/02

(Date)

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.ci.las-vegas.nv.us

common/forms/redevelopment area disclosure 2002 form



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
JERRY BROWN
JETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: MATTHEW J. PINJUN
Title: SENIOR PLANNER
Department: PLANNING AND DEVELOPMENT

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

SOUTHWEST CORNER OF OGDEN AVENUE
AND EIGHTH STREET.
(129 N. EIGHTH STREET)

Description of Interest:

MY FATHER OWNS A PORTION OF THIS PROPERTY.
THE PROPERTY IS INCLUDED IN HIS TRUST AND I
AM LISTED AS THE PRIMARY TRUSTEE.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Matthew Pinjun
Signature (Required)

9/29/02
(Date)



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
JERRY BROWN
TTE B. McDONALD
WRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002

TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

2002 SEP 20 PM 2:48

RECEIVED
CITY CLERK

Please complete the following information:

Name: Richard W. Truesdell
Title: Vice Chairman
Department: Las Vegas Planning Commission

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (*please check*)

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

- 1.) Sahara & Paradise Plaza - NWC of Sahara & Paradise
- 2.) Vacant land NWC of Fourth Street & Colorado Avenue
- 3.) Fun City Motel - 2233 Las Vegas Boulevard South
- 4.) 201 LV Blvd. S.

Description of Interest:

- 1.) Equity partner with 50% interest, property owned by Chetak Development
- 2.) Owned by Cornerstone Company which my wife and I own 100%
- 3.) Equity partner with 30% interest, property owned by Chetak Development
- 4.) Cornerstone Company is the property manager for owners

Signature (Required)

(Date)

September 29, 2002

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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common/forms/redevelopment area disclosure 2002 form

Attachment C Page 8 of 10



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
ARRY BROWN
ETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name:

GEORGE KUNZ

Title:

MEMBER

Department:

CCDC

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

FRANCHISES OF McDONALD'S RESTAURANT
LOCATED ON S.W. CORNER OF CHARLESTON
& EASTERN

Description of Interest:

I OWN EQUIPMENT & FIXTURES - HAVE
NO INTEREST IN LAND & BUILDING.

Signature (Required)

(Date)

common/forms/redevelopment area disclosure 2002 form

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

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Attachment C Page 9 of 10



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002

TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Gary Vause
Title: Member Board of Directors: CCDC
Department:

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that (please check)

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2200 Las Vegas Blvd. South: Aztec Gold Casino

410,422,428 S. 1st Street: Sunstate Apartments

510 S. 1st Street: Sunstate Apartments

Description of Interest:

I am a partner in respective partnerships that own

each of the above

Signature (Required)

(Date)

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.225.6011
TTY 702.386.9108
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09/12/02-8/02

common/forms/redevelopment area disclosure 2002 form

RECEIVED
CITY CLERK
2002 OCT - 1 A 11:00



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
VETTE B. McDONALD
WRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
DOUGLAS A. SELBY

DATE: SEPTEMBER 19, 2002
TO: BARBARA JO (RONI) RONEMUS
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY
RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Robert S. Sylvain
Title: Deputy City Attorney
Department: City Attorney's Office

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that *(please check)*

I DO



I DO NOT



hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If the answer above is that you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

621 South Casino Center, Las Vegas, Nevada

Description of Interest:

10% Limited Partner

2002 OCT 23 P 2:35

RECEIVED
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-8/02

Robert S. Sylvain 10-23-02
Signature (Required) (Date)

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****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: \$48,511,298.81**☒**Budget Funds Available****Dept./Division: Accounting Operations**☐**Augmentation Required****Funding Source: All Funds****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 10/01/02 - 10/15/02

Total Services and Materials Checks	\$	15,471,054.02
Total Payroll Checks	\$	4,722,623.83
Total Wire Transfers	\$	28,318,298.81
Total NBS & City Investments		0.00

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Summary of Cash Expenditures for period of 10/1/02 - 10/15/02

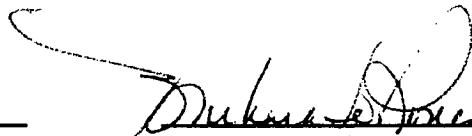
Total Services & Materials Checks :	15,471,054.02
Total Payroll Checks:	4,722,623.83
Total NBS & City Investments :	0.00
Total Wire Transfers:	28,318,298.81

Grand Total:	48,511,976.66

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 November 20, 2002, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to transfer funding in the amount of \$125,000 (Parks and Leisure Activities Capital Projects Fund) from the Mountain Ridge Park Phase III project to the Childrens Memorial Park project (\$90,000) and the Northwest Senior Center (\$35,000) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$125,000**☒**Budget Funds Available****Dept./Division :Finance & Business Services**☐**Augmentation Required****Funding Source: Parks & Leisure Activities CPF****PURPOSE/BACKGROUND:**

The Children's Memorial Park is in need of a jogging path replacement, and the Northwest Senior Center is in need of various improvements. Transferring this \$125,000 from the Mountain Ridge Phase III will allow these improvements to be completed.

RECOMMENDATION:

Staff recommends a transfer of funding from the Mountain Ridge Park Phase III project to the Children's Memorial Park project and the Northwest Senior Center project in the amount of \$90,000 and \$35,000, respectively.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 20, 2002

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

Approval of a new Family Home Child Care License, Soma Abeygunawardana, dba Soma Abeygunawardana, 5812 Capitola Ave., Soma Abeygunawardana, 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 Home Child Care License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Home Child Care License, Holly Andrews, dba Holly Andrews, 8500 Eddy Stone Ave., Holly J. Andrews, 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 Home Child Care License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Home Child Care License, Margaret Boxley, dba Margaret Boxley, 1210 Riverside Drive, Margaret Boxley, 100% - Ward 5 (Weekly)

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

Approval of a new Family Home Child Care License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Home Child Care License, Jamie Lynn Janke, dba Jamie Lynn Janke, 4448 Midway Lane, Jamie L. Janke, 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 Home Child Care License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Family Home Child Care License, Dorothy Price, dba Dorothy Price, 4613 Bristol Manor Drive, Dorothy Price, 100% - Ward 5 (Weekly)

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

Approval of a new Family Home Child Care License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****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, Instant Impressions, Inc., dba From: Photo and Flowers Garden Cafe, To: The Wildflower Café and Florist, 3818 Meadows Lane, Michael G. Maguire, Dir, Pres, 37.5%, Judy A. Maguire, Dir, Secy, 37.5%, Steven D. Gradwell, Dir, Treas, 10% - Ward 1 (M. McDonald)

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

Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Rescission of the April 17, 2002 City Council Approval of Change of Ownership for a Tavern Liquor License and a new Non-restricted Gaming License, From: Four Queens, Inc., a wholly-owned subsidiary of Elsinore Corporation, PTC, Philip W. Madow, Dir, Pres, Secy, Treas, Gen Mgr, To: TLC-4Q, Inc., dba Four Queens Hotel & Casino, 202 Fremont Street, Terry L. Caudill, Dir, Pres, Secy, Treas, TLC Casino Enterprises, Inc., 100%, Terry L. Caudill, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)

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

Approval of Rescission of the April 17, 2002 City Council Approval of Change of Ownership for a Tavern Liquor License and a new Non-restricted Gaming License.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

NOTE: COUNCILMAN MACK disclosed that he would be voting on Items 13, 31, and 35 because he has not conversed with any of the people regarding the applications and he does not feel his judgment will be affected, and for the following reasons: On Item 13, involving the Four Queens, the subject property is in close proximity to Steven Mack's SuperPawn shop, his brother-in-law Andrew Donner recently signed a contract with the owners of the Lady Luck and MK², for whom COUNCILMAN MACK does consulting, recently signed a contract with the Horseshoe Hotel/Casino. As far as Item 31, it involves a location that is near another SuperPawn shop owned by his brother Steven Mack. Regarding Item 35, the location is near property owned by Joseph Scala, with whom he has a relationship.

MINUTES:

There was no further discussion.

(9:33 – 9:35)

1-792

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Approval of Rescission of the April 17, 2002 City Council Approval of Change of Ownership for a Tavern Liquor License and a new Non-restricted Gaming License, From: Four Queens, Inc., To: TLC-4Q, Inc., dba Four Queens Hotel & Casino, 202 Fremont Street**

On April 17, 2002 the City Council approved the change of ownership on the tavern liquor license and a new non-restricted gaming license for TLC-4Q, Inc. subject to the Nevada Gaming Commission approval and approval by the Clark County Health District. After Council approval, the seller and buyer were unable to resolve some issues and as a result the deal fell through. Clark County Health District approval was never obtained and the Nevada Gaming Commission approval of the new non-restricted gaming license expired on October 24, 2002.

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 15 slots, Marlan, Inc., dba From: Shifty's, To: Shifty's Crows Nest, 3805 West Sahara Ave., George L. Crow, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location for an Auctioneer License subject to the provisions of the fire and planning codes, United States of America Auction Co., dba USA Auctions, From: 2753 South Highland Drive, #1046, To: 3021 South Valley View Blvd., #104, Adam S. Miller, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Location for an Auctioneer License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

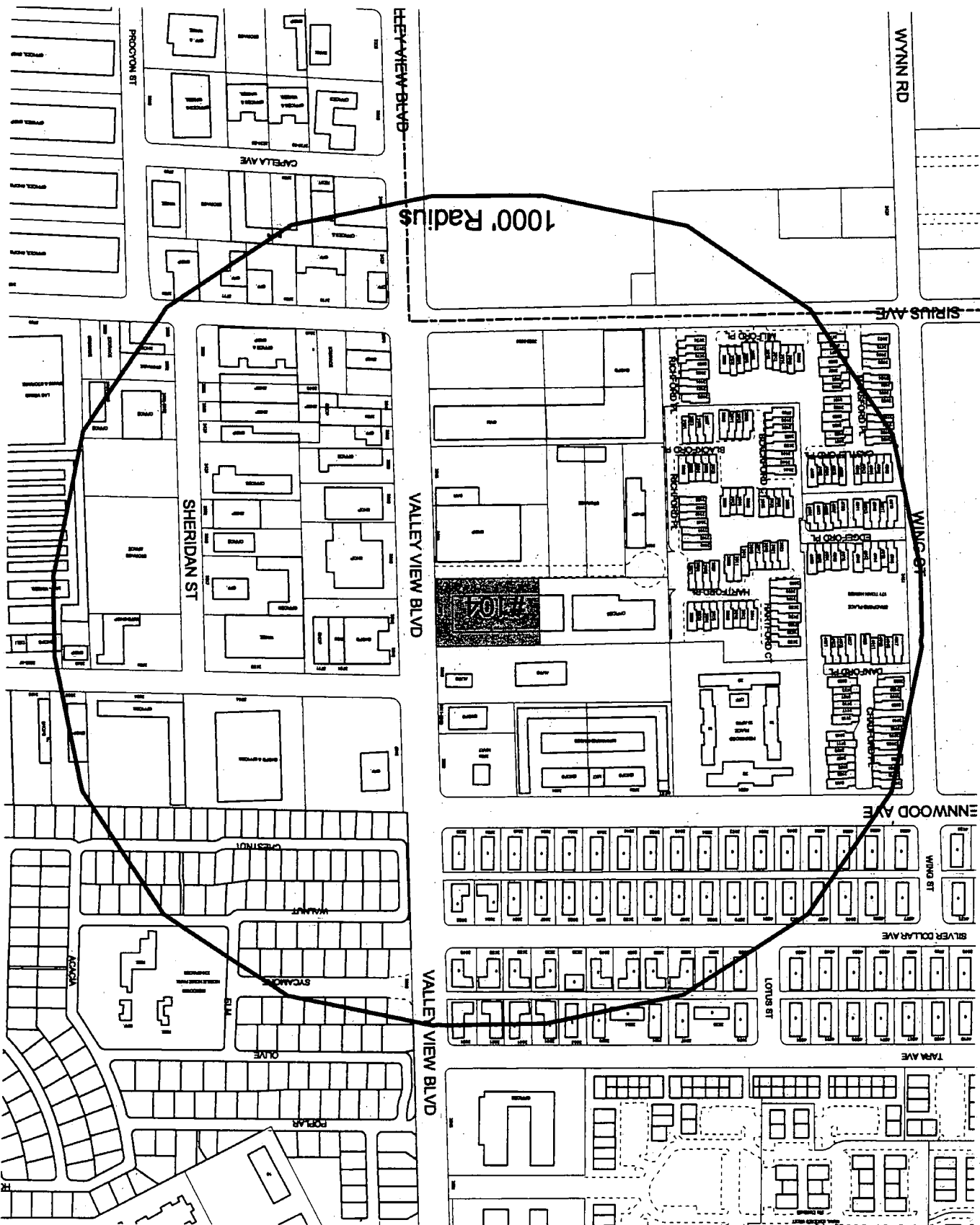
MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

USA Auctions



City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location for a Locksmith License, Richard Carrero, dba Locks Around the Clock, From: 322 Wind River Drive, To: 950 South Cimarron Road, Richard Carrero, 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 a Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

[illegible]

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16



City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Location and Business Name for a Psychic Art and Science License subject to the provisions of the planning and fire codes, Margo Piper, dba From: SeekUnique@the Lakes, 2914 Lake East Drive, To: Margo Piper, 6848 West Charleston Blvd., Margo Piper, 100% - Ward 1 (M. McDonald)

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

Approval of Change of Location and Business Name for a Psychic Art and Science License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

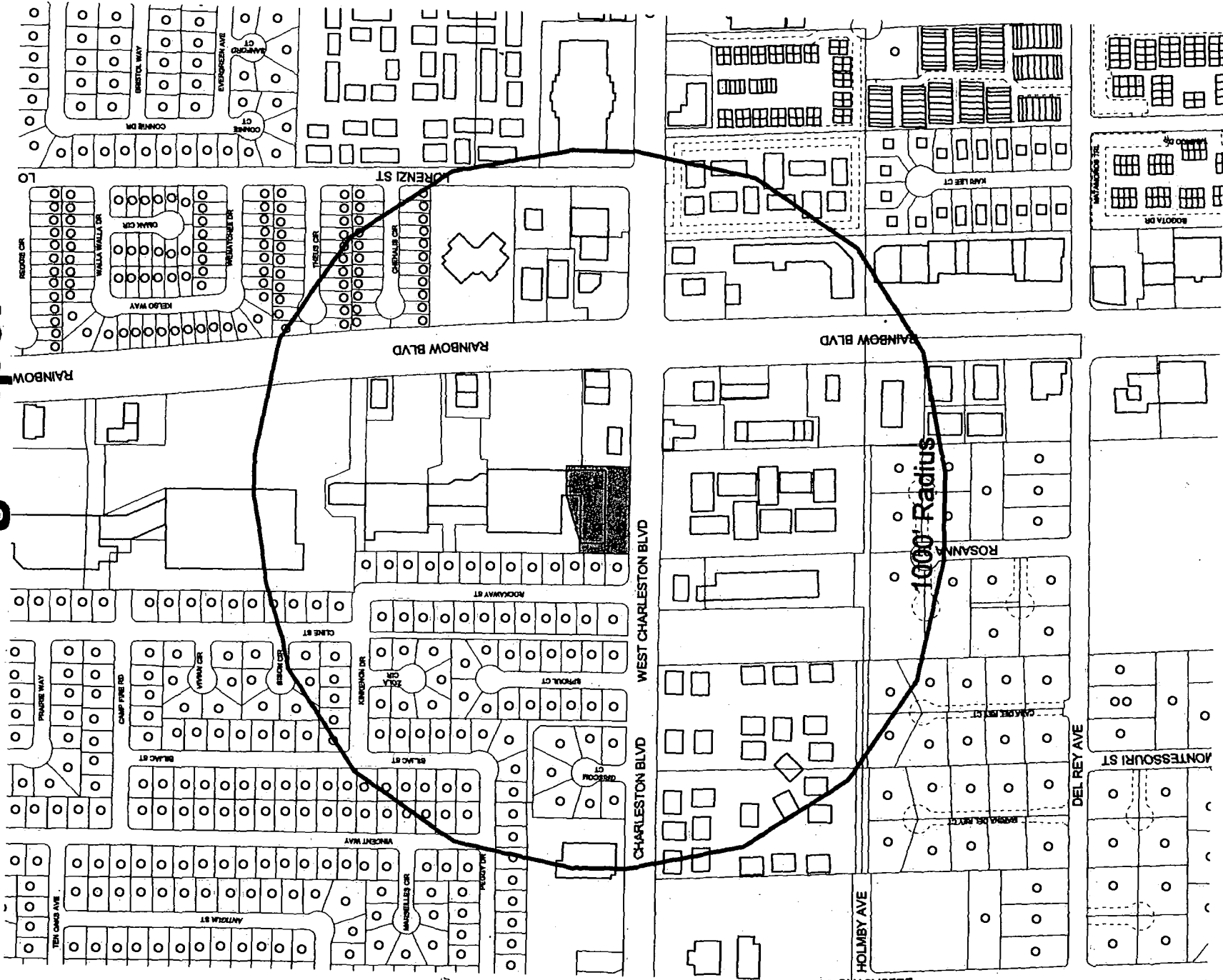
MINUTES:

There was no related discussion.

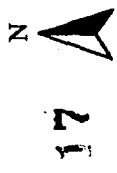
(9:33 – 9:35)

1-792

Margo Piper



0 200 400 Feet



City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of authorization to use Las Vegas Valley Water District (LVVWD) Bid Number 1003-02 for Model year 2003 Miscellaneous Vehicles (DAR) - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$100,472 - Internal Service Fund) and FAIRWAY CHEVROLET (\$264,541.20 - Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$365,013.20**☒**Budget Funds Available****Dept./Division: Field Operations/Fleet Mgmt.**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

This request will allow the City of Las Vegas to use Las Vegas Valley Water District Bid Number 1003-02 to purchase four (4) Diesel Powered Extended Cab Pick-up Trucks and ten (10) Bi-fueled Extended Cab Pick-up Trucks to replace equipment that is beyond repair.

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

POC: Bart Peterson, Friendly Ford - (702) 877-6526

POC: Paul Brown, Fairway Chevrolet - (702) 432-3650

RECOMMENDATION:

That the City Council approve the use of LVVWD Bid Number 1003-02 for Model Year 2003 Miscellaneous Vehicles to Friendly Ford and Fairway Chevrolet in the aggregate amount of \$365,013.20. Authority to execute Agreements on behalf of the City is given to the P & C Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

JOINDER AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of November, 2002, by and between the City of Las Vegas, a municipal corporation within the State of Nevada (herein the "City") and Friendly Ford (herein the "Vendor"),

RECITALS

WHEREAS, the Vendor and Las Vegas Valley Water District (herein "LVVWD") have entered into a Contract for Bid # 1003-02 Model Year 2003 Miscellaneous Vehicles (herein the "Vendor Contract"); and

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

WHEREAS, the City desires to use the Vendor Contract between the Vendor and the LVVWD and

WHEREAS, the City and Vendor intend to enter into this Agreement between themselves using the terms, conditions and specifications of the Vendor Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and specifications of the Vendor Contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

2. The Vendor hereby authorizes and consents to the City using the Vendor Contract as the basis for this Agreement between the Vendor and City, and the City hereby agrees in consideration of such authorization and consent, to be bound to the terms, conditions and specifications of the Vendor Contract.

3. The Vendor Contract is based upon the bid amount of the LVVWD. The City hereby agrees to the purchase of vehicles in greater or lesser amounts than estimated in the Vendor Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements thereunder by the City significantly increase over the estimated amounts in the Vendor Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Vendor Contract. In the event that the Vendor Contract is terminated for any reason, including the LVVWD failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the LVVWD fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Vendor Contract pursuant to the terms of the Vendor Contract. In addition thereto, if not so provided in the Vendor Agreement, the City shall have the right to terminate this agreement for any reason whatsoever and such termination shall be effective 10 calendar days after receipt of written notice thereof, as provided in Section 8.

6. Any change or modification to the Vendor Contract between the Vendor and the LVVWD shall be applicable to the City. In the event that such change or modification adversely impacts the City, the City may terminate its participation in the Vendor Contract.

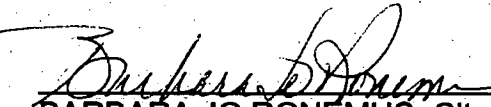
7. Notwithstanding any of the foregoing, this Agreement shall not change or modify any of the provisions of the Vendor Contract with the LVVWD.

8. All notices or other communications given in connection with this Agreement shall be made in writing and either delivered in person, or via United States Postal Service, overnight courier service or United Parcel Service to the following addresses:

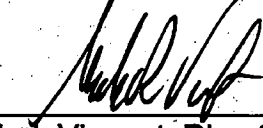
Vendor Name: Friendly Ford
Bart Peterson
666 N. Decatur Blvd.
Las Vegas, NV 89107
Phone # 877-6546
Fax # 877-6515

City: City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Purchasing & Contracts Manager
PH: (702) 229-6231
Fax #: (702) 384-9964

ATTEST:


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

By: 
Mark Vincent, Director
Finance & Business Services

APPROVED AS TO FORM:

Robert S. Zivian 10-28-02

Vendor Name

By: BART PETERSON

Its: Bart Peterson
"Friendly Ford"

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Contract 030168 for access control system services (KR) - Detention & Enforcement - Award recommended to: DIEBOLD, INC. (\$150,000 - Capital Projects & General Funds)

Fiscal Impact☐**No Impact****Amount: \$150,000**☒**Budget Funds Available****Dept./Division: Detention & Enforcement**☐**Augmentation Required****Funding Source: Capital Projects & General Funds****PURPOSE/BACKGROUND:**

This contract provides for access control system upgrade, expansion, and maintenance of the City-wide access control system. The contract award is recommended to the incumbent provider of the existing access control system.

POC: Joe Rousseau - (714) 933-6041

RECOMMENDATION:

That the City Council approve the award of Contract 030168 to Diebold, Inc. from 11/20/02 through 11/19/03 and to continue the contract until terminated by the City in an amount not to exceed \$150K for the 1st year. Authority to execute Contract on behalf of the City is given to Purchasing & Contracts Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

ACCESS CONTROL

Contract No. 030168

CONTRACT
Access Control System Services

THIS CONTRACT is being entered into this 20th day of November, 2002 by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and DIEBOLD, INC. (hereinafter, "Company") having its principal office at 5995 Mayfair Road, North Canton, Ohio 44720.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document and includes Attachments listed in Section F. The subject matter of this Contract is the performance of Access Control System Services for the City.

SECTION B – Basic Terms**B-1 Definitions**

The following definitions apply to this Contract:

- a) "Award Date" means the date that the Contract becomes effective. It is the date that the Contract is executed by the Mayor of the City of Las Vegas, or his designee.
- b) "City" means the City of Las Vegas.
- c) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- d) "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the Mayor of the City, or his designee.
- e) "Government" means the United States of America, including Federal, State, City, County, or other entity of a public sector of the United States of America.
- f) "Task Order" means an addendum document defining the specific project that the Company will be assigned. The Task Order will include the statement of work, deliverables, and compensation associated with the specific task being assigned, which is binding and effective only upon execution by the City.
- g) "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- h) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- i) "Access Control System" means all hardware, software, cabling, including power supplies, battery backup, system server, administrative workstation terminals and other equipment or materials essential to control access to City property.
- j) "Evolve Software" means the software in executable form and associated documentation and materials, both as originally delivered and any future versions or released, for which the Company owns all intellectual property rights.
- k) "Existing System" means the Mosler Access Control System installed in the City prior to the execution of this Contract.
- l) "Equipment" means any and all items to be supplied by the Company as described in this Contract or any Task Orders issued against this Contract.
- m) "Acceptance" means the equipment installed by the Company has been tested and verified for functionality of the

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Contract No. 030168

components parts and for the Access Control System as a whole, in accordance with published and agreed specifications.

B-2 Contract Type

This Contract allows for the payment of a firm-fixed price for installation and maintenance services.

B-3 Prices/Costs – General

- a) The rates set forth in Section B herein comprise all material, equipment, hardware, software, firmware, travel, labor, overhead, and profit, including charges incurred by the Company in performance of this Contract for telephones, faxes, insurance, mail, shipping, office equipment, and office supplies.
- b) Payment shall be made upon the City's Acceptance of the work.

B-4 Prices/Costs – Security System Expansion and Upgrade

The equipment lists for items 1 through 11 are itemized in Attachment 1 (Security System Expansion Equipment List).

<u>Item No.</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1.	Fire Station 10	\$ 5,997
2.	Fire Station 41	\$ 5,997
3.	Fire Station 43	\$ 5,997
4.	Fire Station 44	\$ 5,997
5.	Fire Station 45	\$ 5,997
6.	City Yard Front Gates	\$7,935.97
7.	City Hall Garage and TV Studio	\$3,887.39
8.	Architectural Services Building	\$3,817.39
9.	City Hall Telephone Rooms	\$11,552.30
10.	Front-End Upgrade to Evolve	\$13,539.00
11.	System Administration Training (2-day/on-site/5 students)	\$1,968
12.	System Administration Training Materials	\$75 per student
13.	Operator Training (2-day/on-site/5 students)	\$1,968
14.	Operator Training Materials	\$75 per student

B-5 Prices/Costs -- Installation Services

Installation Services performed beyond the Scope of Work defined in this Contract shall be defined in individual Task Orders as described in Section D-2 (Individual Task Orders). The actual amount of compensation paid to the Company will depend upon the amount of individual Task Orders issued by the City under this Contract.

B-6 Prices/Costs – Software License and Maintenance

The first-year cost of an Evolve Software Server License shall be fixed at \$1500 per license and shall be effective for one year from the date the software is installed and accepted by the City. An annual licensing fee shall apply for each License held by the City at a fixed rate of \$1500 per license, prorated in the second year to establish a cotermious date with the Contract performance period.

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B-7 Prices/Costs – Hardware Maintenance and Technical Support Services

Annual pricing for maintenance and technical support services for the City's Access Control System shall be based on the installed units as itemized below. Pricing for maintenance and technical support services shall remain fixed for one year effective on the Award Date and may be modified upon written notification of the City's intention to exercise the option to extend the contract performance period as defined in Section B-9(b) (Performance Period).

Description	Part Number	System QTY	24X7 Unit Price	24X7 Extended Price
Smart Read I	19-053029-000A	83	\$99	\$8,217.00
Smart Linx IV	19-053054-000A	10	\$329	\$3,290.00
Smart Linx VIII	19-053053-000A	6	\$429	\$2,574.00
SmartRAM	19-053022-000A	5	\$238	\$1,188.00
SmartMUX	19-053024-000A	16	\$231	\$3,696.00
HID Mini Prox Reader	19-041878-000A	91	\$47	\$4,277.00
Electric Strike	00-068766-0000	54	\$154	\$8,316.00
Mag Locks	19-036340-000A	27	\$153	\$4,131.00
Power Supply	SN-BPS129	31	\$112	\$3,478.00
Total				\$39,167.00

B-8 Performance Period

- a) This Contract shall commence as of the date this Contract is executed by the City and continue in force and effect until terminated by the City as provided in Sections E-3 (Termination for Convenience) or E-4 (Termination for Default).

B-9 Invoices

The Company shall submit invoices to the City by the twentieth (20th) of each month for the previous month's charges for goods and services provided to the City. All invoices should identify the performance dates covered, should state the date of the invoice, and should reference the associated purchase order number. Invoices not received within 90 days from the date of completion will not be paid. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. The Company shall submit an original invoice to:

Department of Finance and Business Services
 ATTN: Accounts Payable
 City of Las Vegas
 400 Stewart Ave.
 Las Vegas, NV 89101 - 2986

SECTION C – Statement of Work**C-1 Scope of Services - General**

- a) The Company shall assume complete responsibility for the performance of the Existing System and any upgrades or new installations made to the Access Control System. The Company shall be responsible to:
- 1) Assess the Existing System and make recommendations for potential hardware and software upgrades
 - 2) Perform the upgrades and new installations, including training, which are defined in this Contract and any subsequent Task Orders.

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- 3) Provide technical support and maintenance services for the Access Control System
- b) The Company shall supply all equipment and materials including the low voltage cable for a complete and working system.
- c) The Company shall provide labor for installation of all equipment specified in Attachment 1 (Security System Expansion Equipment List) and installation materials, including low voltage signal cable.
- d) The Company shall provide four (4) copies of an operating manual for the complete system. The manual shall include all operating instructions.
- e) The Company shall update the record drawings, which shall include, as a minimum, 1) plans indicating location of, identification of, and hardware located at each access controlled location, 2) point-to-point wiring diagrams of each building and site, 3) Equipment Details showing typical wiring and connections to controllers and, 4) Equipment Schedules which include, model number, specific location, make/model of related hardware connected, and any comments relevant to installation and servicing. The Company shall submit updated Record Drawings to the City in AutoCAD version 14 or higher.

C-2 Assessment and Upgrade of the Existing System

- a) The Company shall assess the technology level, physical condition and life-cycle-depleted components of the Existing System.
- b) The Company shall provide a recommendation for the replacement of obsolete and life-cycle-depleted system components. The Company shall perform the installation of replacement components, including system test, upon written authorization from the City.
- c) The Company shall provide the upgrade equipment and perform the installation and integration of the upgrades to the Existing System, including hardware, firmware, and software, including system test as defined in Attachment 1 (Security System Expansion Equipment List – Project 10). The Company shall verify the purchase specifications of the computer workstations and notify the City in writing of its acceptance.

C-3 Installation Services

- a) The Company shall be responsible for new installations, including system design assistance, installation, and test for all designated City properties, including building structures, remote facilities, and parking areas. New installations shall be fully compatible with existing HID identification cards, existing door hardware, and existing proximity card readers. New installations shall utilize existing raceways, conduit, wiring, and other constructed provisions as described in Section D-4 (City Responsibilities).
- b) The Company shall be responsible for establishing a formal installation and test plan, which shall be approved by the Project Manager before any installation work against this Contract or Task Order can begin. The Company shall perform to the approved installation and test plan and document test results for the review and approval of the Project Manager prior to commissioning the system for live operation.
- c) The Company shall provide non-conditional warranty provisions for new installations equal to one year or equal to the manufacturer's warranty period of individual Access Control Module components, whichever is greater. Warranty costs shall be the Company's fiduciary responsibility including costs for equipment or component removal, repair, replacement, re-installation, testing, and labor and travel expenses for service personnel. The warranty period shall commence on the date of Acceptance by the City as described in Section D-6 (Warranty – Access Control System).

C-4 Hardware Maintenance and Technical Support Services

- a) The Company shall provide technical support and maintenance services for the Access Control System, defined in Attachment 2 (Equipment Schedule).

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- b) The Company shall have technical support services available 24 hours a day, 365 days a year, including holidays.
- c) Upon notification of a service requirement to the Access Control System, the Company shall provide on-site services within 24 hours. A telephone response by a qualified technician must be made to the City Department of Detention and Enforcement within two (2) hours of the request for service to discuss the issue and schedule service work as appropriate.
- d) In an emergency situation, as determined by the Department of Detention and Enforcement, and when specifically requested by the Department of Detention and Enforcement, a qualified technician must arrive on-site to provide service within four (4) hours of the service request. Such service must be available 24 hours a day, 365 days a year, including holidays.
- e) Preventative Maintenance Services shall be performed once per year and scheduled in advance with the Project Manager. Preventive maintenance shall include system repairs, adjustments, and cleaning.
- f) The Company shall carry an inventory of spare parts in its Las Vegas location which shall be comprised of at least one each of proprietary printed circuit boards, power supplies and other components not commercially available from retail and repair/service outlets. Spare parts shall be maintained at the latest design level and available for use in accordance with the service level defined in C-4(c) and (d) above.
- g) The Company shall notify the City of hardware and software system upgrades, planned and unplanned component/system obsolescence, or any other changes that may impact the long-term viability of the Access Control System.

C-5 Software License and Maintenance

- a) The Company hereby grants the City a nonexclusive, nontransferable right to use the Evolve Software in equipment and systems owned and operated by City for the City's sole and exclusive benefit. The City shall acquire no right or title to the software regardless of the length of time the License remains in effect.
- b) The Company at its option shall repair or replace any software item which fails to execute its programming instructions due to defects in its materials or workmanship for ninety (90) days from the date of installation, provided that the software has not been subject to alteration or mishandling.
- c) For the term of the License, the Company shall make available to the City, information on how improvements to the software may be implemented as additional cost features and functions.
- d) Upon the City's request, the Company will provide programming services to make corrections and/or changes, depending on availability of resources. Such services shall be defined and executed on individual Task Orders as described in Section D-2 (Individual Task Orders).

C-6 Equipment Schedule

The Company shall provide updates to Attachment 2 (Equipment Schedule) which defines the eligible system components for service described of C-4 (Technical Support and Maintenance Services) of this Contract. Such updates, if any, shall be required upon notification of the City's intention to exercise the option to extend the Contract as set forth in B-9(b) (Performance Period).

C-7 Training

- a) The Company shall provide written procedures and training to certify key City personnel for routine maintenance to hardware and software.
- b) The City reserves the right to seek and obtain Company or factory training to certify City Maintenance Department personnel in routine repair of the Access Control System.

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SECTION D – Special Clauses**D-1 Legal Notice [CAO-6/5/02]**

- a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE COMPANY: Diebold, Inc.
Attn: Legal Department
5995 Mayfair Road
P.O. Box 3077
North Canton, Ohio 44720

- b) The parties shall provide written notification of any change in the information stated above.
- c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- e) Routine correspondence should be directed to the Project Manager or the Company's Representative, as appropriate.

D-2 Individual Task Orders

The City will issue Task Orders subject to the terms and conditions of this Contract for incremental installation and software programming services as necessary. Task Orders will be issued after reviewing the Task Order proposal from the Company. The Company will allow the City a minimum of fifteen (15) calendar days to review the proposal and to issue the Task Order. The Task Order will set forth the detailed statement of work, the amount to be paid to the Company, the time frame for the project, the work plan and deliverables.

D-3 Project Manager

The City will appoint a Project Manager for this Contract within fifteen (15) days of the Award Date. The City shall provide written notice of this appointment to the Company and will provide notice of any subsequent changes. The Project Manager will be the principal point of contact for the City regarding any matters relating to this Contract. The Project Manager is not authorized to waive or change the terms of the Contract.

D-4 City Responsibilities

The City shall be responsible for contracting construction services required to ready City property for access control installations. City contracted construction services shall include:

- a) Installation of conduit including junction boxes, conduit fittings, and junction box covers with a pull string installed for the Company's use.

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- b) Installation of telephone lines with appropriate jacks at all designated modem locations for the Company's use.
- c) Preparation of doors for installation of contacts, card readers, electrified hardware, and other specified hardware.
- d) Installation of all gate controllers, induction loops, card reader pedestals, gates, concrete and asphalt work.
- e) Installation of 100VAC power for Company provided power supplies for the locations specified by the Company in shop drawings. Power shall be provided for:
 - 1. Door release devices and electrified hardware
 - 2. Security devices (proximity card readers, motion detectors, etc.)
 - 3. Alarm panels and card reader interfaces
 - 4. Power Supplies
 - 5. CPU printers at console location and/or console room
 - 6. Uninterrupted power supply

D-5 Warranty - Services

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-6 Warranty – Access Control System

- a) The Company shall warranty the Access Control System, including new installations, replacement components, and upgrades for one year from the date of Acceptance. Field replaceable units shall be warranted for one year from the date the replacement, including replacements that may occur during an existing warranty period.
- b) The Existing System hardware including proximity card readers shall be excluded from warranty, except for shelf-life components that are replaced as authorized in writing by the City.
- c) The warranty shall not apply if:
 - 1) Adjustment, repair, parts replacement or system modification, addition or deletions are accomplished by other than Company certified personnel; or
 - 2) The Access Control System is affected as the result of fire, flood, theft, vandalism, unusual environmental conditions inconsistent with equipment specifications or acts of God or of the public enemy; or
 - 3) Serial numbers or decals have been modified, removed or altered; or
 - 4) Non-Company designated personnel service or tamper with Access Control System equipment, relocate such equipment, change system configuration, install additional features, options or functions, perform major overhauls, or refurbish the equipment.
- d) Any equipment that is installed, de-installed, relocated, altered, or serviced by other than Company designated personnel after the Contract Award Date may require, as a condition to accepting or continuing the equipment for service coverage, that the City have the Company inspect the equipment pursuant to D-3 (Individual Task Orders) for damage and to assure that all Company-recommended changes have been made and that the equipment is otherwise in good working order. The City shall have the Company perform any required servicing or repairs recommended by the Company prior to the acceptance of the equipment for service coverage.
- e) The Company shall guarantee technical support and replacement part availability for a minimum of three years from the Contract Award Date.

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D-7 Licenses/ Registrations

- a) During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Contract, include a City business license.
- b) All work shall be performed by trained personnel who are qualified and certified to perform such work.

D-8 Intellectual Property Rights

- a) Documents and Materials Prepared. Except for Proprietary Software provided in a license grant as set forth in Section D-13 (Software License), all works for hire, including all documents, and materials prepared or developed by the Company pursuant to this Contract, specifically for the unique application and the development of which was paid for by the City, as well as all data, notes, and documentation collected on behalf of the City, or other work product entitled to the protection under the intellectual laws of the United States shall become the property of the City without any restriction or limitation on their use, and shall be made available for transmittal to the City upon request. The originals of such documents, and materials shall be delivered to the City upon completion of the services or termination of services. The Company shall be permitted to retain copies of such items. The City may make copies of any documentation provided in support of this Contract for use with this Contract. Software is licenses in accordance with Section D-13 (Software License).
- b) Right to Duplicate Technical Data. The City shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed herein, in whole or in part, in any manner whatsoever, and solely for the purpose of supporting the Access Control System.

D-9 Escrow Agreement

In the event that the total net worth of the Company declines below \$50,000,000 at the end of any fiscal quarter, within 5 years of the date hereof, as reflected in its published financial statements to shareholders, then upon request of the City, the Company agrees to maintain, and update, a copy of the Source Code and Source Code Documentation in a commercially available escrow facility, on such facilities then current terms. The City will be responsible for payment of escrow account charges.

D-10 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

D-11 Inspection of Services

The City reserves the right to inspect each and every part of the services provided by the Company under this Contract, as it may see fit. The City shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve the Company of its responsibility for performing the services in accordance with the terms of this Contract.

D-12 Deliverables

- a) The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Company during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion or termination of this Contract, whichever occurs first.
- b) The Deliverables prepared by the Company shall be reviewed and approved by the City as to compliance with the requirements of this Contract. The City's approval of a Deliverable shall not be unreasonably withheld.
- c) The City's review and tentative acceptance of a Deliverable shall be solely for the purpose of determining

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compliance with requirements hereof and not for format or style or for the incorporation of additional ideas and functionality. Tentative acceptance shall be granted if the Deliverable conforms in all material respects to the descriptions set forth in the Contract. In the event of the rejection of a Deliverable, the City shall identify in reasonable detail, with specific references to the requirements of this Contract, the deficiencies that require corrective actions or changes to be made by the Company in order to make the Deliverable conform to the requirements of this Contract.

D-13 Software License

- a) The Company grants to the City of Las Vegas non-exclusive licenses to use the Evolve Software. This grant is limited to the quantities of concurrent user licenses and server based licenses purchased under Section B-5 (Prices/Costs – Software Licenses) of this Contract.
- b) The Company warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to the Software or as licenses of all such rights from the owner thereof. All proprietary and intellectual property rights, title, and interest including copyright in and to the original and all copies of the Software or related documentation shall be and remain that of the Company. The City will not disclose or distribute source code, executable code, or related documentation to anyone except as otherwise provided under this Contract.
- c) The Company retains all title, right and interest in the Evolve Software and any improvements thereto provided to the City or made by the Company's representatives. Any modifications or improvements to the Evolve Software made by the City shall be the property of the City. The Evolve Software and any written documentation associated therewith are protected under the Copyright Law. The City agrees not to act in contravention of any of the Company's right or to assist or to aid others in doing so. The City agrees to preserve all copyright and other notices in the Evolve Software and written documentation.
- d) The City will not make any copies of Software, with the exception of copies for archive purposes. The City will not obliterate, alter, or remove any proprietary or intellectual property notices from the Software, including archive copies. The City will affix a label to each disk, reel, or other housing for the medium on which each copy is recorded setting out the same proprietary or intellectual property notices appearing on the original unit of Software, from which the copy was made.
- e) The license herein granted is personal to the City. No portion of the Evolve Software, nor any permitted copies thereof, may be assigned, transferred, or conveyed to any other person whatsoever without the written consent of the Company.
- f) In the event of termination of this Contract the City shall immediately destroy all copies of the Evolve Software and written documentation. The City shall immediately discontinue use and destroy all copies of the Evolve Software in electronic or other memory. An authorized representative of the Company, upon request shall be allowed to verify that all use of the Evolve Software has been discontinued.

SECTION E – General Clauses**E-1 Disputes [CAO-6/5/02] R**

- a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties. Notwithstanding the foregoing, any party hereto

ACCESS CONTROL

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may resort to a court of competent jurisdiction for the purpose of obtaining a provisional remedy only, including an injunction, for breach of this Contract.

- b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-6/5/02]

- a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-6/5/02]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and, if applicable, a restocking charge (not to exceed 15% of the hardware cost) on hardware, if any and a cancellation fee. The cancellation fee shall not exceed 3% of the annual fee for equipment covered under the Hardware Maintenance and Technical Support Services each month or part thereof from the effective date of cancellation to the expiration of the then current term of the maintenance and service period, but in no event less than 15% of such annual fee. The Company shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-6/5/02] R

- a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required thereunder) within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Contract.
- c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be

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liable to the City for reasonable excess costs for those services or goods. However, the Company shall continue the work not terminated.

- d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience".
- e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- g) The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-5 Insurance [CAO-6/5/02] R

- a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract.
 - (ii) Comprehensive General Liability (bodily injury, property damage) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.
- b) The City shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A" or higher.
- c) Certificates indicating that such insurance is in effect shall be delivered to the City within ten (10) days after the Award Date of this Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of this Contract. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Company and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of cancellation.
- d) Should the Company fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Company.

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E-6 Indemnification [CAO-6/5/02] R

- a) The Company's indemnification is applicable to third-party claims only and applies only to the extent of the Company's negligence, willfully wrongful acts or omissions.
- b) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, direct losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, any negligent act or omission, on the part of the Company, its officers, employees, or agents while on site in the performance of the terms, conditions and covenants of the Contract. The City for its protection may retain any money due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- c) It is expressly agreed that the Company shall defend the City, and each of them, against the Liabilities and in the event that the Company fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-6/5/02]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-6/5/02]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-6/5/02] R

- a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-6/5/02] R

- a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all

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of its records relating to this Contract to be retained by the City for the required period of time.

- b) The Company agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Contract as necessary to justify the Company's invoices at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon 10-day written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- c) If, at any time during the term of this Contract, within three years] after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.
- d) All audits are subject to both parties signing a mutual non-disclosure agreement.

E-11 Independent Contractor [CAO-6/5/02]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party

E-12 Severability [CAO-6/5/02]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-6/5/02]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. It shall be the responsibility of the Company to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-6/5/02]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

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E-15 Section and Paragraph Headings [CAO-6/5/02]

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-6/5/02]

- a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Integration [CAO-6/5/02]

This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-18 Public Records [CAO-6/5/02]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-19 Confidentiality – City Information [CAO-6/5/02] R

- a) All confidential information, including but not limited to, oral statements produced in writing within 30 days, computer files, databases, and other material or data supplied to the Company and marked confidential or clearly indicated as being confidential is confidential and privileged. Confidential information shall be identified in writing with a marking of "Confidential" or "Proprietary." Information disclosed orally will be reduced to writing with ten business days and appropriately labeled as "Confidential" or "Proprietary." The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- c) The obligations of confidentiality shall survive for a period of two years after the termination of this Contract.

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E-20 Marketing Restrictions [CAO-6/5/02]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-6/5/02]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-6/5/02]

- a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-23 Limitations of Liability

The City acknowledges and agrees that: (i) the Company's sole and exclusive liability for performance or non-performance shall be as set forth in the Company's warranty; (ii) the Company is not an insurer; (iii) that payments are based solely on the value of the items and are unrelated to the value of the City's property or the property of others located on the City's premises, or placed within the equipment; (iv) the Company makes no guarantee or warranty, express or implied, that the items will avert or prevent occurrences or consequences there from which the items may be designed to detect or avert; and (v) notwithstanding any provision of a supplement or other documents, in no event shall the Company or its suppliers, agents or representatives be liable for losses, damages or expense associated with burglary, robbery, loss, transfer or misdispensing of funds or property, loss of data, interruption of business, or for indirect, incidental, special, or consequential damages, whether arising under contract, tort, strict liability, or other form of action, even if the Company has been apprised of the possibility thereof. Some states do not allow the exclusion or limitation of incidental or indirect damages in certain situations, but the foregoing shall apply to the fullest degree permitted by applicable laws.

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As a material consideration for the Company entering into this contract, the City agrees that if, notwithstanding the foregoing limitations, the Company has any liability whatsoever, such liability shall not exceed the price or initial charge of the specific item(s) directly connected with such liability, or \$25,000, whichever is greater. Such maximum liability shall be exclusive and shall apply, irrespective of cause or origin if loss or damage results directly or indirectly to persons or property from performance or nonperformance by the Company, its agents, subcontractors, assignees or employees of the obligations imposed by this contract, whether arising under contract, tort, strict liability, or other form of action. The sole exclusion to the foregoing shall be for bodily injury to third parties for which the Company has been determined to be legally liable. The price charged for the items reflects the foregoing allocation of risk.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Attachment 1	Security System Expansion Equipment List	2
Attachment 2	Equipment Schedule	1

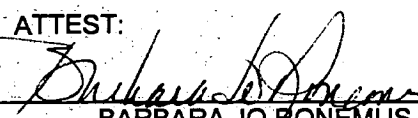
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

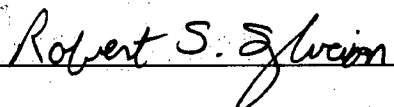

KATHLEEN C. RAINEY, MANAGER
PURCHASING AND CONTRACTS

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

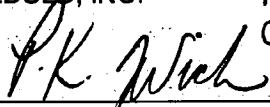
APPROVED AS TO FORM:

 11-5-02
Date

DIEBOLD, INC.

P.K. ZWICK

CONTRACT ADMINISTRATOR


DAVID BUCCI, SENIOR VICE PRESIDENT OR
HIS DESIGNEE

"Company"

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ATTACHMENT 1

SECURITY SYSTEM EXPANSION EQUIPMENT LIST

Project 1: Fire Station 10

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
3	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 Volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
3	(5365) Mini Prox Proximity Reader, 12VDC
1	Install devices and cable
1	Supply Cable
1	Drawings

Project 2: Fire Station 41

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
3	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 Volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
3	(5365) Mini Prox Proximity Reader, 12VDC
1	Install devices and cable
1	Supply Cable
1	Drawings

Project 3: Fire Station 43

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
3	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
3	(5365) MiniProx Proximity Reader, 12VDC
1	Install devices and cable
1	Supply Cable
1	Drawings

Project 4: Fire Station 44

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
3	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
3	(5365) MiniProx Proximity Reader, 12VDC
1	Install devices and cable
1	Supply Cable
1	Drawings

Project 5: Fire Station 45

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
3	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
3	(5365) MiniProx Proximity Reader, 12VDC
1	Install devices and cable
1	Supply Cable
1	Drawings

Project 6: City Yard Front Gate

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
4	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
4	(5375) NT MaxPro Long Range Reader, 24
1	Install Diebold supplied cable/devices
1	Install Diebold supplies devices
1	Provide Cable
1	Drawings

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ATTACHMENT 1

Project 7: City Hall Garage Studios

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
1	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
1	(5365) MiniProx Proximity Reader, 12VDC
1	Install cable/devices
1	Provide Cable
1	Drawings

Project 8: Architectural Services

Units	Description
1	Smart Linx Controller 4 Slot
1	Smart Mux IV
1	Smart Read 1 W/Housing
1	Smart Ram 4x4
1	Smart Talk Modum Module
1	14 volt AC Transformer
1	Altronix 12 Volt Power Supply
1	Altronix 24 Volt Power Supply
1	(5365) MiniProx Proximity Reader, 12 VDC
1	Install cable/devices
1	Provide Cable
1	Drawings

Project 9: City Hall Telephone Rooms

Units	Description
2	Smart Mux IV
11	Smart Read 1 W/Housing
11	(5365) MiniOProx Proximity Reader, 12VDC
1	Install cable/devices
1	Provide cable
1	Drawings

Project 10: Front End Upgrade to EVOLVE

Qty.	Description, Class or Type of Work
1	Evolve workstation (CPU, 17" monitor, keyboard, mouse and 24G DAT, minimum 30GB SCSI hard drive, minimum 256 RAM, CDROM, Internal 10MB Ethernet adaptor, minimum 1GHz CPU)
1	Evolve Software Server License
1	Digi Serial Expander 16 Port DB 25
1	Remote diagnostic utility including External modem, PC Anywhere software
5	Database Conversion (5 conversion required)
1	Evolve workstation (CPU, 17" monitor, keyboard, mouse, minimum 10GB hard drive, minimum 256 RAM, CDROM, Internal 10MB Ethernet adaptor, minimum 1GHz CPU)
1	EVOLVE Software Client License
2	Host to Panel 56K external Modem
10	Firmware Upgrade (SmartLINX)
10	Firmware Upgrade (SmartRAM)
16	Firmware Upgrade (SmartLINX, SmartRAM)
24	3-Days of on-site Diebold support
	On-Site Training
1	2-Days of on-site System Administration Training (Maximum of 5 students per class)
1	2-Days of on-site Operator Training (Maximum of 5 students per class)

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ATTACHMENT 2
EQUIPMENT SCHEDULE

Description	Part Number
Smart Read I	19-053029-000A
Smart Linx IV	19-053054-000A
Smart Linx VIII	19-053053-000A
SmartRAM	19-053022-000A
SmartMUX	19-053024-000A
HID Mini Prox Reader	19-041878-000A
Electric Strike	00-068766-0000
Mag Locks	19-036340-000A
Power Supply	SN-BPS129

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of authorization to use Clark County Bid Number 5200-02 for one (1) 7.3 cubic yard Regenerative Street Sweeper (DAR) - Department of Field Operations - Award recommended to: SNE EQUIPMENT SERVICES (\$114,082 - Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$114,082**☒**Budget Funds Available****Dept./Division: Field Operations/Fleet Mgmt.**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

This request will allow the City of Las Vegas to use Clark County Bid Number 5200-02 to purchase one (1) 7.3 cubic yard Regenerative Street Sweeper to replace a street sweeper that is beyond repair.

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

POC: Lee Tonan - (702) 320-6524

RECOMMENDATION:

That the City Council approve the use of Clark County Bid Number 5200-02 for one (1) 7.3 cubic yard Regenerative Street Sweeper to SNE Equipment Services in the amount of \$114,082. Authority to execute Agreement on behalf of the City is given to the Purchasing & Contracts Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

JOINDER AGREEMENT

THIS AGREEMENT is made and entered into this day of November, 2002 by and between the City of Las Vegas, a municipal corporation within the State of Nevada (herein the "City") and SNE Equipment (herein the "Vendor"),

RECITALS

WHEREAS, Clark County has entered into a Contract for Bid # 5200-02 Two current production Model Diesel Powered 7.3 Cubic Yard Volumetric Regenerative Street Sweepers (herein the "Vendor Contract"); and

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

WHEREAS, the City desires to use the Vendor Contract between the Vendor and Clark County and

WHEREAS, the City and Vendor intend to enter into this Agreement between themselves using the terms, conditions and specifications of the Vendor Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and specifications of the Vendor Contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

2. The Vendor hereby authorizes and consents to the City using the Vendor Contract as the basis for this Agreement between the Vendor and City, and the City hereby agrees in consideration of such authorization and consent, to be bound to the terms, conditions and specifications of the Vendor Contract.

3. The Vendor Contract is based upon the bid amount of Clark County. The City hereby agrees to the purchase of One Regenerative Street Sweeper at the same unit cost in the Vendor Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements thereunder by the City significantly increase over the estimated amounts in the Vendor Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Vendor Contract. In the event that the Vendor Contract is terminated for any reason, including Clark County's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which Clark County fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Vendor Contract pursuant to the terms of the Vendor Contract. In addition thereto, if not so provided in the Vendor Agreement, the City shall have the right to terminate this agreement for any reason whatsoever and such termination shall be effective 10 calendar days after receipt of written notice thereof, as provided in Section 8.

6. Any change or modification to the Vendor Contract between the Vendor and Clark County shall be applicable to the City. In the event that such change or modification adversely impacts the City, the City may terminate its participation in the Vendor Contract.

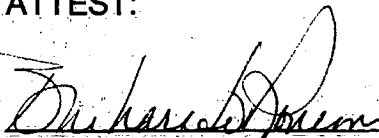
7. Notwithstanding any of the foregoing, this Agreement shall not change or modify any of the provisions of the Vendor Contract with Clark County.

8. All notices or other communications given in connection with this Agreement shall be made in writing and either delivered in person, or via United States Postal Service, overnight courier service or United Parcel Service to the following addresses:

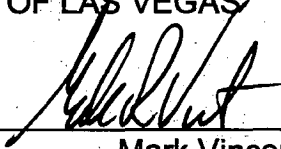
Vendor Name: SNE Equipment Services
Lee Tenan
4129 Losee Rd
North Las Vegas, NV 89030
303-7501/320-6587 Fax

City: City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Purchasing & Contracts Manager
PH: (702) 229-6231
Fax #: (702) 384-9964

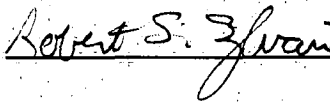
ATTEST:


BARBARA JO RONEMUS, City Clerk

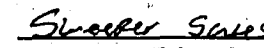
CITY OF LAS VEGAS

By: 
Mark Vincent
"City"

APPROVED AS TO FORM:

 10-21-02

Vendor Name

By: Its: 
"Vendor Rep Title"

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of revision number two to Purchase Order 213441 to Haworth, Inc. (CW) - Various Departments - Award recommended to: HAWORTH, INC. (\$100,000 - Various Funds)

Fiscal Impact☐**No Impact****Amount: \$100,000**☒**Budget Funds Available****Dept./Division: Various**☐**Augmentation Required****Funding Source: Various Funds****PURPOSE/BACKGROUND:**

On April 5, 2000, City Council approved an agreement and the issuance of Purchase Order 213441 for the purchase of office furniture from Haworth, Inc. in the estimated annual amount of \$600,000. Due to increased usage, this revision is being written to add an additional \$100,000 to the purchase order to cover purchases through the 01/31/03 expiration of the purchase order.

RECOMMENDATION:

That the City Council approve the issuance of revision number two to Purchase Order 213441 to Haworth, Inc. in the amount of \$100,000 to cover purchases through the 01/31/03 expiration of the purchase order.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Use Agreement to utilize State of Nevada RFP number 1220 for document destruction and shredding services – VARIOUS DEPARTMENTS – Award recommended to: ASSURED DOCUMENT DESTRUCTION, INC. (\$30,000 – General Fund)

Fiscal Impact☐**No Impact****Amount: \$30,000**☒**Budget Funds Available****Dept./Division: Various**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This requirement is for confidential document destruction and shredding services throughout the City of Las Vegas using State of Nevada RFP number 1220 from the date of award through including December 31, 2003, with one, two-year annual renewal option.

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.

POC: Susan Cordier - (702) 614-0001

RECOMMENDATION:

That the City Council approve the use of State of Nevada RFP #1220 for document destruction and shredding services to Assured Document Destruction from date of award to 12-31-03 with a renewal option in the estimated annual amount of \$30K. Authority to execute Agreement on behalf of City is given to Purchasing & Contracts Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

USE AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of November, 2002, by and between the City of Las Vegas, a municipal corporation within the State of Nevada (herein the "City") and Assured Document Destruction, Inc. (herein the "Vendor"),

RECITALS

WHEREAS, the Vendor and the State of Nevada (herein "State") have entered into that Agreement dated January 31, 2002 (Request for Proposal No. 1220) which provides for document destruction and shredding services (herein the "Vendor Contract"); and

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

WHEREAS, the City desires to use the Vendor Contract between the Vendor and the State; and

WHEREAS, the City and Vendor intend to enter into an agreement between themselves using the terms, conditions and specifications of the Vendor Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Vendor Contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

2. As required pursuant to NRS 332.195, the Vendor hereby authorizes and consents to the City using the terms, conditions and covenants of the Vendor Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Vendor Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Vendor Contract is based upon the estimated procurement figures of the State. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Vendor Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Vendor Contract.

4. The Vendor Contract, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Vendor Contract. In the event that the Vendor Contract is terminated for any reason, including the State failure to exercise any or all of the options granted thereunder, the City shall have the right to continue the Vendor Contract in force and effect despite such termination, and to exercise any and all of the options which the State fails to exercise thereunder.

5. The City reserves its right to terminate its use of the Vendor Contract pursuant to the terms of the Vendor Contract.

6. Any change or modification to the Vendor Contract between the Vendor and the State shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may terminate the Vendor Contract.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

Vendor Name: Assured Document Destruction Inc.
 Attention: Susan Cordier
 P.O. Box 530452
 Henderson, NV 89053-0452
 PH: (702) 614-0001
 Fax: (702) 614-0002

City: City of Las Vegas, Nevada
 400 Stewart Avenue
 Las Vegas, Nevada 89101
 Attention: Kathleen C. Rainey
 Division Manager, Purchasing & Contracts
 PH: (702) 229-6231
 Fax #: (702) 464-2569

8. Notwithstanding any of the foregoing, this Agreement shall not change or modify the Vendor Contract with the **State**.

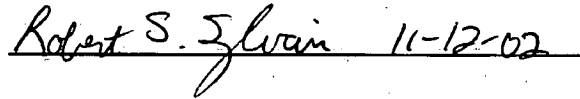
ATTEST:


BARBARA JO RONEMUS, City Clerk

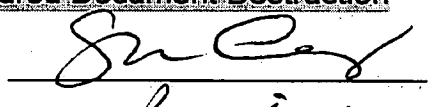
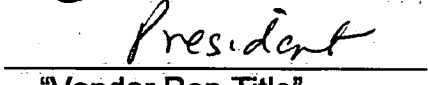
CITY OF LAS VEGAS

By: 
KATHLEEN C. RAINEY, Manager
Purchasing & Contracts Division
"City"

APPROVED AS TO FORM:


Robert S. Zwaan 11-12-02

Assured Document Destruction

By: 
Its: 
"Vendor Rep Title"

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of rejection of all bids received on Bid Number 02.15341.13-LED, Detention Facility Unit 4 Exercise Yard Cover - Department of Public Works - Ward 3 (Reese)

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

Work under this project required the fabrication and installation of a cover over the exercise yard of Unit 4 in the Detention Center located at 3300 Stewart Avenue.

The amount budgeted for this project was \$143,000; however, the two bids received exceeded \$175,000. As such, staff is recommending rejection of all bids so that the project can be re-designed in an effort to reduce the cost and re-bid at a later date.

RECOMMENDATION:

That the City Council approve the rejection of all bids for Bid Number 02.15341.13-LED, Detention Facility Unit 4 Exercise Yard Cover.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of rejection of all bids received on Bid Number 030169-DAR, Annual Requirements Contract for Building Supplies - Department of Field Operations

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

This request would have created an annual requirements contract for building supplies for daily operations of Facilities Management Division.

An addendum that materially affected the bidding criteria and items to be bid was not acknowledged by any of the bidders; which caused all bids received not to comply with the amended bid document criteria. Therefore, staff is recommending rejection of all bids so that the bid documents can be revised to include the amended criteria and to allow the project to be re-bid at a later date.

RECOMMENDATION:

That the City Council approve the rejection of all bids for Bid Number 030169-DAR, Annual Requirements Contract for Building Supplies.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 030139-LED, Installation of Wrought Iron Fence at James Gay III Park and approve the construction conflicts & contingency reserve set by Finance & Business Services - Department of Leisure Services - Award recommended to: BUILT ON INTEGRITY, INC. (\$113,558.06 - Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$113,558.06**☒**Budget Funds Available****Dept./Division: Leisure Services**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

Contractor to furnish all material and labor necessary for the installation of a wrought iron fence at James Gay III Park located at 197 West Harrison, Las Vegas, NV.

POC: Scott Fisher - (702) 294-2525

RECOMMENDATION:

That the City Council approve the award of Bid Number 030139-LED, Installation of Wrought Iron Fence at James Gay III Park to Built On Integrity, Inc. in the amount of \$113,558.06 and approve a construction conflicts & contingency reserve of \$11,300.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER **030139-LED**

DATE of CONTRACT November 21, 2002

NAME AND ADDRESS OF CONTRACTOR

Built on Integrity Inc.
707 Yucca St.
Boulder City, NV 89005

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of **Installation of Wrought Iron Fence at James Gay III Park** all in strict accordance terms, conditions, and specifications of **Formal Bid #030139-LED**, and **Built on Integrity Inc.** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

One Hundred Thirteen Thousand Five Hundred Fifty-eight Dollars and Six Cents

\$113,558.06

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 #030139-LED

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/02 THROUGH 9/30/03

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 **THIRTY (30) CALENDAR DAYS** AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of **Two Hundred Fifty (\$250.00) dollars per calendar day** for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Addendum #1, Dated September 26, 2002

Addendum #2, Dated October 2, 2002

Addendum #3, Dated October 14, 2002

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

APPROVED AS TO FORM:

CITY OF LAS VEGAS

Victor S. Egru 12-17-02
Date

CONTRACTOR

By *[Signature]*
(Mayor)

Built on Integrity Inc.

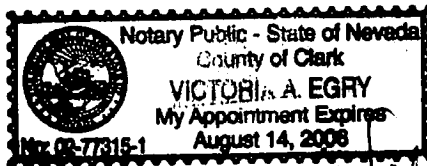
Attest *[Signature]*
(City Clerk)

By *[Signature]*
(Signature)

PRESIDENT

(Title)

Attest *[Signature]*
(Secretary)



INSTRUCTIONS

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

LABOR AND MATERIAL PAYMENT BOND**BONDS TYPED IN DUPLICATES**BOND NUMBER 871562P
DATE EXECUTED 12-5-02

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 633A.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. FF# 28082 of the City for the project commonly known and entitled, to wit: BUILT ON INTEGRITY, INC. (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 ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FIFTY EIGHT AND 06/100 (\$13,558.06) for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

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

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

IN WITNESS WHEREOF this instrument is executed this 5TH day of DECEMBER, 2002.

SIGNED this 5TH day of DECEMBER, 2002

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

MICHAEL B. EDWARDS
(Resident Agent)

41221
(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 4110 S. MARYLAND PKWY. #17

LAS VEGAS, NEVADA 89119

Telephone: (702)735-7303

CONTRACTOR: BUILT ON INTEGRITY, INC.

SCOTT FISHER- PRESIDENT
(Authorized Representative and Title)

By: [Signature]
(Signature to be notarized)

Surety: INDEMNITY COMPANY OF CALIFORNIA
12380
(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)

By: [Signature]
(Signature to be notarized)

Address: 4110 S. MARYLAND PKWY. #17

LAS VEGAS, NEVADA 89119

Telephone: (702)735-7303

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

STATE OF Nevada
 COUNTY OF Clark } SS.

On December 5, 2002, before me, Eva O. Willis

PERSONALLY APPEARED Michael B. Edwards

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

WITNESS my hand and official seal.

Signature

Eva O. Willis



EVA O. WILLIS
 Notary Public, State of Nevada
 Appointment No. 01706251
 My Appt. Expires Sept. 6, 2005

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PERFORMANCE BOND

BOND NUMBER 871562P
DATE EXECUTED 12/5/02

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. FF# 28082, for the project commonly known and entitled, to wit: BUILT ON INTEGRITY, INC. (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 ~~NE HUNDRED EIGHT THOUSAND FIVE HUNDRED AND 06/100~~ THIRTEEN THOUSAND FIVE HUNDRED AND 06/100 (\$13,558.06) 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 5TH day of DECEMBER, 20 02.

SIGNED this 5TH day of DECEMBER, 20 02

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 630A.300:

MICHAEL B. EDWARDS
(Resident Agent)

41221
(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)
By: [Signature]
(Signature)

Address: 4110 S. MARYLAND PKWY. #17
LAS VEGAS, NEVADA 89119

Telephone: (702) 735-7303

CONTRACTOR: BUILT ON INTEGRITY, INC.

SCOTT FISHER- PRESIDENT
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: INDEMNITY COMPANY OF CALIFORNIA
I2380
(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)
By: [Signature]
(Signature)

Address: 4110 S. MARYLAND PKWY. #17

LAS VEGAS, NEVADA 89119

Telephone: (702) 735-7303

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

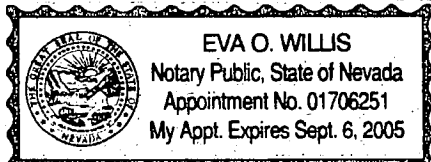
STATE OF Nevada
 COUNTY OF Clark } SS.
 On 12-5-02, before me, Eva O. Willis
 PERSONALLY APPEARED Michael B. Edwards

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

WITNESS my hand and official seal.

Signature

Eva O. Willis



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

GUARANTY BONDBOND NUMBER 871562P
DATE EXECUTED 12-5-02

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. FF# 28082 of the City for the project commonly known and entitled, to wit: BUILT ON INTEGRITY, INC. (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: INSTALLATION OF WROUGHT IRON FENCE AT JAMES GAY III Park has been completed and constructed in accordance with the Contract between the City and the Contractor, and that the work as constructed will fulfill the requirements of the guaranties included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, Nevada, without expense whatsoever to the City; ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 5TH day of DECEMBER, 20 02

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

MICHAEL B. EDWARDS
(Resident Agent)

41221
(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 4110 S. MARYLAND PKWY. #17

LAS VEGAS, NEVADA 89119

Telephone: (702) 735-7303

Telephone: (702) 735-7303
(Local Agent)

Telephone: (702) 871-7136
(Bonding Company)

CONTRACTOR: BUILT ON INTEGRITY, INC.

SCOTT FISHER - PRESIDENT
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: INDEMNITY COMPANY OF CALIFORNIA
12380

(State of Nevada, License Number)

MICHAEL B. EDWARDS
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 4110 S. MARYLAND PKWY. #17

LAS VEGAS, NEVADA 89119

Telephone: (702) 735-7303

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

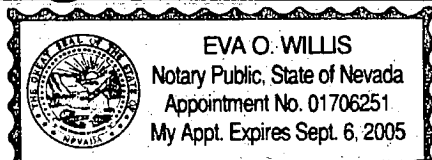
STATE OF Nevada
 COUNTY OF Clark } SS.
 On 12-5-02, before me, Eva O. Willis
 PERSONALLY APPEARED Michael B. Edwards

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

WITNESS my hand and official seal.

Signature

Eva O. Willis



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO BOX 19725, IRVINE, CA 92623 • (949) 263-3300**

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

***** Michael B. Edwards, Kathleen A. Huddleson, jointly or severally *****

as the true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

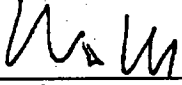
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

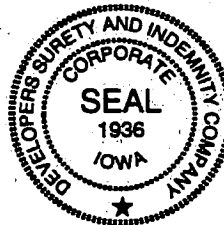
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 8th day of November, 2000.

By: 
David H. Rhodes, Executive Vice President

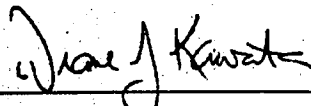
By: 
Walter A. Crowell, Secretary

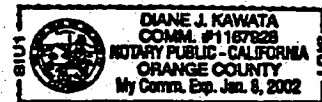


STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On November 8, 2000, before me, Diane J. Kawata, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

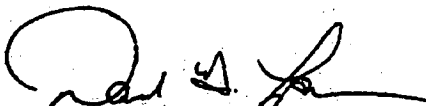
Signature 



CERTIFICATE

The undersigned, as Chief Operating Officer of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 5TH day of DECEMBER, 2002

By: 
David G. Lane, Chief Operating Officer

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID ST
BUILT-1DATE (MM/DD/YYYY)
12/09/02

PRODUCER

Absolute Insurance Service Inc
 5550 W. Flamingo Rd, Suite A-1
 Las Vegas NV 89103
 Phone: 702-699-5569 Fax: 702-699-5650

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

INSURED

Built On Integrity, Inc.
 PO Box 62338
 Boulder City NV 89005

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: **Clarendon America Ins. Co**INSURER B: **Gemini Insurance Co**

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 MOD/ LTR DESIG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	VCGP004080	07/19/02	07/19/03	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	000001691	06/06/02	06/06/03	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	OTHER Physical Damage	000001691	06/06/02	06/06/03	COMP 500 COLL 500

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

RE: James Gay III Park

*10 day cancellation notice for non-payment when applicable.

CERTIFICATE HOLDER

CANCELLATION

City of Las Vegas
 Purchasing & Contracts Div
 City Hall, 1st Floor
 400 E. Stewart Avenue
 Las Vegas NV 89101

CITYLV1

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

AUTHORIZED REPRESENTATIVE

Stephen A. Le Mond

ACORD COMMERCIAL INSURANCE APPLICATION				DATE	
APPLICANT INFORMATION SECTION				OP ID: PC 11/21/02	
PRODUCER	PHONE (A/C, No., Ext.)	702-699-5569	CARRIER	NAIC CODE	UNDERWRITER
	FAX	702-699-5650	Star Insurance Company		
Absolute Insurance Service Inc 5550 W. Flamingo Rd, Suite A-1 Las Vegas NV 89103 Stephen A. Le Mond			POLICIES OR PROGRAM REQUESTED		
CODE	SUB CODE		INDICATE SECTIONS ATTACHED		
AGENCY CUSTOMER ID			EQUIPMENT FLOATER		
			INSTALLATION/UNBUILDER'S RISK		
			GARAGE AND DEALERS		
			VEHICLE SCHEDULE		
			BOILER & MACHINERY		
			WORKERS COMPENSATION		
			UMBRELLA		
			PROPERTY		
			GLASS AND SIGN		
			ACCOUNTS RECEIVABLE		
			VALUABLE PAPERS		
			CRIME/MISCELLANEOUS (CRIME)		
			TRANSPORTATION		
			MOTOR TRUCK CARGO		
			ELECTRONIC DATA PROCESSING		
			COMMERCIAL GENERAL LIABILITY		
			BUSINESS AUTO		
			TRUCKERS/MOTOR CARRIER		

BUILT-1

STATUS OF SUBMISSION

PACKAGE POLICY INFORMATION

QUOTE			ISSUE POLICY			ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES		
BOUND (Give Date and/or Attach Copy)			PROPOSED EXP DATE			PROPOSED EXP DATE		
DATE	TIME	AM PM	BILLING PLAN			PAYMENT PLAN		
			11/12/02			11/12/03		
			DIRECT BILL					
			AGENCY BILL					
			AUDIT					

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insured)		FEIN OR SOC SEC # (or First Named Insured)		MAILING ADDRESS INCL ZIP+4 (or First Named Insured)	
Built On Integrity, Inc.		PHONE (A/C, No., Ext.)		PO Box 62338 Boulder City NV 89005	
INDIVIDUAL	CORPORATION	SUBCHAPTER S CORPORATION	NOT FOR PROFIT ORG	CREDIT BUREAU ID NUMBER	YEAR BUS STARTED
PARTNERSHIP	JOINT VENTURE	LIMITED CORPORATION		(See page 3 for business type other descriptions.)	
INSPECTION CONTACT	PHONE (A/C, No., Ext.)	ACCOUNTING RECORDS CONTACT	PHONE (A/C, No., Ext.)		

PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
			INSIDE	OWNER		
			OUTSIDE	TENANT		
			INSIDE	OWNER		
			OUTSIDE	TENANT		
			INSIDE	OWNER		
			OUTSIDE	TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

general contractor

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES		YES	NO	EXPLAIN ALL "YES" RESPONSES		YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?			X	7. ANY PAST LOSSES OF CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLECT HIRING?			X
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?			X	8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In Rpt. this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment.)			X
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?			X	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?			X
4. ANY CATASTROPHE EXPOSURE?			X	10. ANY BANKRUPTCIES, TAX OR CREDIT LENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?			X
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?			X				
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (NOT APPLICABLE IN MO)			X				

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERE TO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)

APPLICANT'S SIGNATURE	PRODUCER'S SIGNATURE	Stephen A. Le Mond

BUILT-1

ACORD 125 (7/98)

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a contract renewal between the City of Las Vegas and the Firefighters Involved in Racing for Education Company, Inc. - All Wards

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

Fire Engineer Andy Lewis has established Firefighters Involved in Racing for Education (F.I.R.E.) to promote a motorcycle drag racing program to further fire safety and drug education in the community. The agreement allows his corporation to use the Fire Department name and logo with their community education efforts but with very strict guidelines at no cost to the City.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Agreement to Authorize Use of Fire Department Name and Logo

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

AGREEMENT TO AUTHORIZE USE OF FIRE DEPARTMENT NAME AND LOGO

THIS AGREEMENT TO AUTHORIZE USE OF FIRE DEPARTMENT NAME AND LOGO (hereinafter "Agreement") is made and entered into on this 20 day of November, 2002, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City") on behalf of the City's Department of Fire and Rescue (hereinafter "Fire Department") and the Firefighters Involved in Racing for Education Company, Inc. (hereinafter "Corporation"), a Nevada nonprofit corporation. The City and the Corporation may sometimes also be collectively referred to as "parties" or individually as "party" in this Agreement.

WITNESSETH:

WHEREAS, the Corporation would like to use the Fire Department name and logo to promote a motorcycle drag racing program to further fire safety and drug education in the community; and

WHEREAS, Firefighter Andrew Lewis has established the Corporation to facilitate the fire education and drug awareness program(s); and

WHEREAS, the funding for the Corporation will come exclusively from private donations and sponsors of the fire and drug education program(s); and

WHEREAS, the Fire Department is agreeable, subject to the limitations of this Agreement, to allow the Corporation to use its name and logo for the fire and drug education purposes set forth herein; and

WHEREAS, the parties would like to formalize their respective rights and responsibilities for the use of the Fire Department name and logo for fire and drug educational purposes in the motorcycle drag racing program;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises that are contained herein and for other good and sufficient consideration, the receipt and sufficiency

of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I. GENERAL PROVISIONS

(A) RESPONSIBILITIES. The Corporation is provided hereby with the authority to use the Fire Department name and logo on behalf of the fire and drug education program(s) conducted by the Corporation. The Fire Department name and logo may be used in all written fire and drug education material for adults and children. In addition, the name and logo may be used on the drag motorcycle and any trailers or other equipment associated therewith.

The Corporation is permitted to use the Fire Department's name and logo only if: 1) it will be used as set forth in this Agreement; 2) it will not be used to identify, advertise or sell any products; and 3) the Corporation will not permit anyone else to exercise or use any of the rights or privileges granted to it under this Agreement. The Corporation will not claim any right, title or interest in or to the Fire Department's name or logo.

Mr. Lewis shall be responsible to coordinate his motorcycle and drag racing schedule with the Fire Department such that the events do not conflict with regular work schedules. Furthermore, Mr. Lewis must comply with the following guidelines to ensure consistency in support:

- (1) Mr. Lewis must secure authorization from the Fire Department through the chain of command for each specific event;
- (2) Mr. Lewis shall be provided with time off to participate in the competitive events if minimum staffing requirements are met and will be carried as "special assignment" on the daily activity report;
- (3) Mr. Lewis shall be responsible for all registration fees, air fare, per diem, hotel expenses, gas, insurance or any other costs associated with the drag motorcycle, equipment and fire and drug educational materials or program(s).

(B) OWNERSHIP/CARE. The City shall have no financial interest or responsibility for any of the vehicles, equipment, written material, advertisements or fire/drug education program(s) conducted by the Corporation. The Corporation shall also be responsible to keep and maintain the drag motorcycle and all equipment associated therewith in top quality condition. In addition, all written material provided and distributed by the Corporation shall be in good taste and shall not be offensive or in any way bring public disrepute, contempt, slander, ridicule or reflect unfavorably on the City of Las Vegas and/or the Fire Department. If any of these things occur, the City reserves the right to immediately terminate this Agreement.

The Fire Department specifically reserves the right to review and approve the use of its name and logo on any and all education materials, vehicles, equipment or any other thing used by the Corporation to further its goals. Furthermore, the parties agree that the Fire Department shall have the final authority to accept or reject any specific use of its name and logo. The Corporation is expressly prohibited from selling any materials, goods, products or any other thing with the endorsement or use of the Fire Department name or logo.

The Corporation will mark all uses of the Fire Department name and logo and all signs and other advertising in the appropriate instances with the letter "R" with a circle around it to protect the City's rights in its right to regulate the use of the Fire Department name and logo. The Corporation shall also be required to use the following statement on all fire and drug education written materials, advertising, vehicles and equipment:

Use of the Department of Fire and Rescue's name and logo is with the permission, but not the endorsement, of the City of Las Vegas.

(C) COMPENSATION. Mr. Lewis will receive no compensation as part of this Agreement and will receive no additional compensation of any kind for participating or operating the motorcycle racing fire and drug education program(s). In addition, Mr. Lewis shall coordinate

and schedule all of his promotional and/or educational appearances outside of his regular work schedule and he will need to request and receive approval through normal Fire Department procedures before committing to appear at any event.

SECTION II. MISCELLANEOUS PROVISIONS

(A) INSURANCE. The Corporation shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

Comprehensive general liability (bodily injury and property damage) insurance for the Corporation for the motorcycle drag racing or any other fire and drug educational work performed using the Fire Department's name and logo in a policy limit amount of not less than one million dollars. The insurance policy shall name the City as an insured and shall provide that the City will be given thirty (30) days prior written notice of any cancellation of, or material change, in the insurance policy. The certificates and endorsements for the insurance policy shall be signed by a person authorized by the insurer and licensed by the State of Nevada. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insurance retention may exceed one thousand dollars without the express written approval of the City. A certificate of insurance indicating that the policy is in effect shall be delivered to the City before work is begun under this Agreement. If the Corporation is underwritten on a claims made basis, the retroactive date shall be prior to or coincidence with the date of this Agreement and the certificate of insurance shall state that coverage is claims made and the retroactive date. The Corporation shall annually provide a certificate of insurance to the manager of the City's Insurance Service Division and shall maintain the insurance coverage for the duration of this Agreement.

(B) INDEMNIFICATION. Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, the Corporation shall protect, indemnify,

defend and hold harmless the City from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney's fees and court costs which Mr. Lewis suffers as a result of, or arising out of, his or the Corporation's intentional or negligent acts or omissions in performance of the motorcycle drag racing or any other fire and drug educational work performed using the Fire Department's name and logo.

(C) DURATION. This Agreement shall become effective on the date first above written. It shall continue in full force and effect for two (2) years from the effective date hereof and may continue thereafter upon the mutual written agreement of the parties sixty (60) days prior to the expiration date.

(D) TERMINATION. This Agreement may be terminated with or without cause by the City upon prior written notice provided to the Corporation at least thirty (30) days prior to the effective date of the proposed termination. If the Corporation defaults in the performance of, or in the compliance with any of the terms, conditions or covenants contained in this Agreement, then such default must be cured to the City's satisfaction within ten (10) days after the notice of such default. If the default is not timely cured, the City shall have the right to immediately terminate this Agreement by written notice as set forth above.

If the Fire Department's name or logo is used in any sign, advertising or in any other manner by the Corporation in promoting the fire and drug education program(s), they will, upon termination of this Agreement, immediately discontinue, at its own expense, all such use and display of the name and logo. Thereafter, neither the Corporation will not use, either directly nor indirectly, the Fire Department name or logo or any other marks so resembling the Fire Department name or logo that would be likely to cause confusion or mistake or deceive the public.

Upon the termination of this Agreement for whatever cause, the Corporation shall

promptly, at its expense, make whatever changes may be necessary in any signs, advertising and promotional material in order to comply with the provisions of this Section. If the Corporation fails to perform in accordance with the provisions in this Section within ten (10) days of the termination of this Agreement, the City reserves the right, in protecting the Fire Department's name and logo, to enter the premises and, without notice, perform the required alterations at the expense of the Corporation.

The Corporation agrees that the City shall be entitled to injunctive and equitable relief for any violation of this Agreement and it also agrees to pay all costs and expenses including reasonable attorney fees, incurred by the City and enforcing any part of this Agreement, as a result of their violation of or default and performance of, this Agreement.

(E) ASSIGNMENT. The parties each bind themselves and their partners, successors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. However, neither party shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party.

(F) WAIVER. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to effect the validity of any part of this Agreement, or to effect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

(G) GOVERNING LAW. This Agreement shall be interpreted, construed and

enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for a enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial District Court, Clark County, Nevada unless otherwise agreed to by the parties.

(H) MODIFICATION/AMENDMENT. This Agreement may not be modified or amended except by express written agreement of the parties and duly authorized by the appropriate representatives for each party hereto. Any other attempt to modify or amend this Agreement shall have no force or effect and may not be relied upon by either party.

(I) NOTICE. Any time that notice must be given to a party concerning any provision of this Agreement, it shall be deemed delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. mail, or when personally served on the appropriate party as follows:

CITY OF LAS VEGAS:
David L. Washington
Fire Chief
500 North Casino Center Boulevard
Las Vegas, Nevada 89101

CORPORATION:
Andrew Lewis
President
7910 Gilespe Street
Las Vegas, Nevada 89123

(J) NO INTENT TO BENEFIT NON-PARTIES. No party to this Agreement intends: (1) to benefit any person who is not named as a party to this Agreement; (2) to assume any special duty to supervise the operations of another party; (3) to provide for the safety of any specific person; or (4) to assume any other duty other than that imposed by general law.

(K) ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties and any other prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated herein.

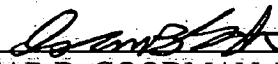
(L) HEADINGS. The title and section headings to the paragraphs of this

Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

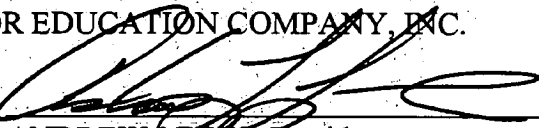
(M) SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein. However, the parties agree to negotiate and substitute a valid provision which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

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

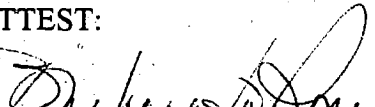
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor
"City"

FIREFIGHTERS INVOLVED IN RACING
FOR EDUCATION COMPANY, INC.

By 
ANDREW LEWIS, President
"Mr. Lewis"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11-5-02
Date

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement for a Special Event between the City of Las Vegas and Clark County, Nevada for conducting rescue training exercises on the Bridger Building on November 23 and 24, 2002 - Ward 1 (M. McDonald)

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

Las Vegas Fire & Rescue wishes to conduct rescue training exercises on the Bridger Building located at 225 East Bridger on November 23rd and 24th. The training will only take place on the exterior east side of the building with no impact to services within the building.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Contract For A Special Event

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

INTERLOCAL CONTRACT FOR A SPECIAL EVENT

THIS INTERLOCAL CONTRACT made and entered into this 20 day of November, 2002, by and between CITY OF LAS VEGAS, a municipal corporation (hereinafter "City"), on behalf of its Fire Department, and CLARK COUNTY, NEVADA, a political subdivision of the state of Nevada, (hereinafter "County").

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public entities to contract with each other to perform any governmental activity which any of the public entities entering into the contract is authorized by law to perform; and

WHEREAS, City wishes to hold a rescue training event for its on-duty Fire Department personnel for re-certification purposes on County-owned property and County wishes to accommodate City; and

NOW THEREFORE, the parties agree as follows:

1. City shall have the right to enter upon and use the County-owned facility known as the Bridger Building, located at 225 East Bridger, Las Vegas, Nevada (hereinafter "the Building"), for the purpose of conducting rescue training exercises for the City of Las Vegas Fire Department personnel (hereinafter "the Event"). The Event shall take place on November 23, 24 and 27, 2002, approximately between the hours of 8:00 a.m. and 5:00 p.m. City shall provide County with a confirmed schedule of dates, times and daily events prior to the commencement of the Event.
2. Prior to the commencement of each day's activities, City shall notify County's security personnel at (702) 455-5911 to open the Building, and at the conclusion of each day's activities, City shall notify County's security personnel to close the Building.
3. The Event shall take place only on the exterior east side of the Building, and no other area or areas thereof. City shall not be provided exterior access to the north, west, or south sides of the Building.
4. City agrees that City, its officers and employees shall use the Building and engage in their activities at their own risk. City recognizes that the Building is unoccupied and that hazards may be present in the Building including but not limited to trip hazards, weakened structural members and degraded building integrity and fully assumes the risk associated therewith. City, its officers and employees shall use the Building in a safe, careful and lawful manner, and use reasonable efforts not to allow any act to be done that will alter, mar, deface or injure any part of the Building or any other property that may be provided by the County. City shall not make or allow to be made any penetrations into the roof of the Building, and shall not disturb or allow to be disturbed any pigeon screening on the Building.

5. City shall be responsible for all costs, arrangements, equipment, materials and supplies related to its use of the Premises and production of the Event.

6. City shall be responsible for any and all traffic control and arrangements related thereto.

7. County shall not charge City a fee for the use of the Building.

8. City will pay for set up and tear down costs and technical costs, if any, associated with its use of the Building. City shall pay for all clean-up and associated costs. During clean-up, City shall restore the Building to its original condition prior to the commencement of the Event.

9. The County's designated representative for this contract shall be Sandra M. Norskog, the Director of Real Property Management, or her designee, Brian Connolly (hereinafter "County's Representative").

10. City will provide the County's Representative with a copy of all promotional announcements, if any, related to City's use of the Building

11. As applicable, the City, at its expense, will provide overnight security for its personal property and the Building in the form of at least one security guard. City retains all liability for equipment security.

12. City shall obtain all necessary permits and licenses that may be required by the appropriate local government. It is solely City's responsibility to determine what, if any, permits or licenses may be required.

13. The County reserves the right to inspect the Building during the Event term, without unreasonably interfering with the City, its employees, guests, patrons, or invitees, to ensure compliance with applicable laws and ordinances and with the terms hereof.

14. City will provide public liability and property damage insurance naming Clark County as an additional insured in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. The certificate of insurance must be received by the County's Representative no later than November 20, 2002. If City is self-insured, it shall provide County's Representative with proof thereof, by that date.

15. County shall not be liable in any manner for any claims, costs, loss, or damage of any kind or nature whatsoever arising out of City's use of the Building by reason of any act or omission on the part of City, its officers, employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

16. County shall not be liable to City for any claim if the Building or any of City's personal property is damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevents City from carrying out Event.

17. Any notices required to be given hereunder shall be in writing and delivered personally, by certified mail return receipt requested, or via facsimile, and shall be directed to the parties as their respective addresses shown below:

City:

City of Las Vegas
Department of Fire and Rescue
ATTN: Curtis Harper
633 North Mojave
Las Vegas, NV 89101
Fax: (702) 388-2504

County:

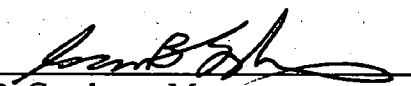
Department of Real Property Management
ATTN: Sandra M. Norskog
500 S. Grand Central Parkway, 5th Floor
Las Vegas, NV 89155
Fax: (702) 455-4055

20. This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto, and this Agreement may not be assigned by the City.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and day first above written.

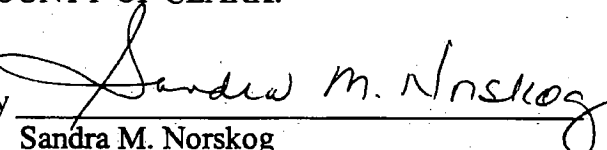
CITY OF LAS VEGAS

By

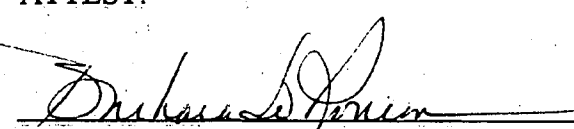

Oscar B. Goodman, Mayor

COUNTY OF CLARK:

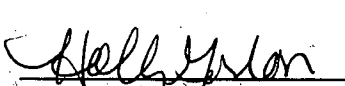
By


Sandra M. Norskog
Director, Real Property Management

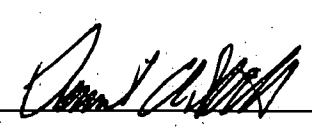
ATTEST:


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:


Deputy District Attorney

APPROVED AS TO FORM:


Date 11/7/02

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a User Agreement/Letter of Understanding between the Las Vegas Metropolitan Police Department and Las Vegas Fire & Rescue to allow the Fire Department access to informational services - All Wards

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

Las Vegas Fire & Rescue needs to have access to Metro information when our Bomb Squad responds to emergency incidents and needs tactical information. These files include the Nevada Criminal Justice Information System (NCJIS), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunications System (NLETS), and the Shared Computer Operations for Protection and Enforcement (SCOPE).

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

User Agreement/Letter of Understanding

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

USER AGREEMENT / LETTER OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 20 day of November, 2002, by and between the LAS VEGAS METROPOLITAN POLICE DEPARTMENT, hereinafter called "Agency," and the LAS VEGAS FIRE & RESCUE, hereinafter called "Recipient."

WITNESSETH:

NOW, THEREFORE, and in consideration of the promises and covenants contained herein, **IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- I. Agency agrees to provide service to Recipient regarding the system that the Department of Motor Vehicles, Criminal Information Services, provides to this Agency. These systems are the Nevada Criminal Justice Information System (NCJIS), the National Crime Information Center (NCIC), and the National Law Enforcement Telecommunications Systems (NLETS). Agency also agrees to provide service to Recipient regarding the Shared Computer Operations for Protection and Enforcement (SCOPE) maintained and administered by the Agency.
- II. Agency agrees to provide the following services to Recipient and access shall be limited to the provisions indicated below:
 - a. Inquiry access to SCOPE, NCJIS, NCIC, and NLETS, for drivers license, vehicle registration, and hot files.
 - b. Criminal History Record Information (CHRI) received from SCOPE, NCJIS, NCIC, or NLETS, for the purpose to which it was provided and to destroy it in a secure manner when it is no longer needed for the purpose for which it was provided.
- III. Recipient agrees to limit the use of any information received from SCOPE, NCJIS, NCIC, or NLETS, for the purpose to which it was provided and to destroy it in a secure manner when it is no longer needed for the purpose for which it was provided.
- IV. Recipient further agrees not to disseminate any information received from SCOPE, NCJIS, NCIC, or NLETS, to any other agency, or any unauthorized access, alteration, or destruction.
- V. Recipient agrees to abide by all State and Federal laws and/or regulations, including existing policies and procedures, and any future rules, policies, procedures, laws or regulations, which are approved by the SCOPE, NCJIS, NCIC, or NLETS Advisory Boards, to the extent they are applicable to the information provided under this Agreement.
- VI. Recipient agrees to indemnify and save harmless the State of Nevada, Agency, or other agencies of criminal justice, as defined in Chapter 179A of Nevada Revised Statutes (NRS), the electronic data processing agencies with whom the State or any of the above agencies have contracts to process criminal history record information, and the employees of any of the above entities; 1) from and against any and all causes of action, demands, suits, and other

proceedings of whatsoever nature; 2) against all liability to others, including any liability or damages by reason of, or arising out of any arrest, or imprisonment, or any cause of action whatsoever; and 3) against any loss, cost, expense and damage resulting therefrom, arising out of, or involving, any negligence on the part of the Recipient in the exercising of this Agreement.

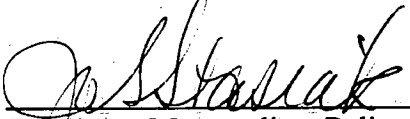
- VII. If this Agreement is to provide CHRI, Recipient agrees to abide by the confidentiality and security provisions of the NCJIS Administrative Policies, NRS, Chapter 179A, the NCIC Operating Manual, and the June 3, 1992, NCIC Security Policy.
- VIII. Any and all service provided by the Agency to and for Recipient may be terminated, without cause, by either party upon thirty (30) days written notice.

"Recipient Representative"

By: 

Oscar B. Goodman, Mayor

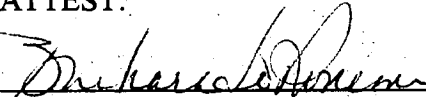
"Agency Representative"

By: 

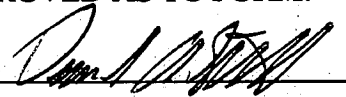
Las Vegas Metropolitan Police Department

Microcomm RA/COR

ATTEST:


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 11/7/02
Date

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Service Agreement between Las Vegas Fire & Rescue and TargetSafety.com to provide health and safety training programs through the Internet (\$25,800 - General Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$25,800**☒**Budget Funds Available****Dept./Division: Fire Services/ Operations**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

Las Vegas Fire & Rescue is mandated each year to do required training per NFPA. The training has always been conducted at the Fire Training Center located at 633 N. Mojave Road. With the implementation of on-line training through TargetSafety.com, approximately 1/3 of our mandatory training can be done on-line at each station, thus reducing travel time, out-of-service time, resulting in better response times within each district. In addition, TargetSafety.com will customize the program to our specific needs and track all training hours for reconciliation purposes.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Service Agreement

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

Service Agreement

This Agreement for Services (the "Agreement"), effective December 1, 2002, is by and between Las Vegas Fire and Rescue, with its principal office at 500 North Casino Center Blvd., Las Vegas, NV 89101 (hereinafter "Client"), and TargetSafety.com a California corporation, with its principal office at 10730 Thornmint Road, Suite B, San Diego, California 92127 (hereinafter "TSC").

1. SERVICES.

1.1 Services to Client. TSC will make the following ("Services") available to Client:

A turnkey health and safety training/education program that includes:

- a) Educational safety training content delivered via the Internet;
- b) Administration tool set;
- c) Customized training site web portal with Client's logo;
- d) Initial setup of company training files for each employee;
- e) Customer service available during the hours of 8 AM and 5PM PST.

1.2 Responsibilities of Client. Client will be responsible for the following:

- a) Making its safety professional personnel available for training;
- b) Provide TSC with appropriate data on each employee to establish the employee files;
- c) Provide safety education curriculum for each job classification to TSC;
- d) Maintain all employee safety education curriculum;
- e) Advise employees of scheduled and delinquent educational classes; and
- f) Allow employees adequate time during work hours to complete scheduled educational programs.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. Client will pay TSC a license and service fee for services provided, as described in Appendix A.

2.2 Invoicing.

- a) Purchase of TSC's Subscription Service. The license and service fee is based upon the number of active employees Client has on the TSC training program. Invoices will be submitted quarterly in advance by TSC for payment by Client. New employees added and activated for training or employees removed and deactivated due to retirement etc. will be invoiced monthly pro-rata for the remainder of the quarter.
- (b) All payments are due upon receipt and is past due twenty-five (25) business days from receipt of invoice. A finance charge of 1% per month on the unpaid amount of an invoice will be charged on past due accounts.

3. **TERMS.**

This Agreement will have a term of thirty-six (36) months from the date first above written. The Agreement may be renewed for an additional one (1) year period upon mutual consent of the parties within thirty (30) days of the expiration of the original three (3) year term.

4. **LIMITED WARRANTY.**

4.1 TSC warrants that the services provided to Client by it hereunder shall be performed in a competent manner, consistent with applicable industry standards. No other guarantee, representation or warranties, express or implied, is included or intended to be included in respect of the services provided hereunder by TargetSafety.com. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software provided by TSC. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY TSC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

4.2 **Responsibility.** TSC's sole responsibility for any claim arising out of or relating to this Agreement will be for TSC, upon receipt of written notice from client, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which TSC is alleged to be at fault, or (ii) return to Client the fees paid by Client to TSC for the particular service provided that gives rise to the claim. Under no circumstances shall TSC be responsible for any consequential or special damages of client and client hereby waives any claim therefore.

5. **MISCELLANEOUS.**

5.1 **Severability.** Should any part of this Agreement for any reason be declared invalid, such invalidity shall not affect the validity of any remaining provisions hereof, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the agreement of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may, for any reason, be hereafter declared invalid.

5.2 **Modification and Waiver.** No amendment or modification of this Agreement shall be made unless in writing signed by or on behalf of client and TSC. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

5.3 **Independent Contractor.** Contractor represents that it is fully experienced and properly qualified to perform the class of technical work set forth herein and that it is properly licensed, equipped organized and financed to perform such work. TSC shall act as an independent contractor and not an agent the of Client in performing the services outlined herein.

- 5.4 **Notices.** Any notice from one party to the other shall be effective as herein provided if in writing and sent to the party to who notice is to be given as provided below. Notice shall be effective upon transmission of notice by date stamped facsimile or email, upon personal delivery if personally served and upon the second business day following deposit postage prepaid, in the U.S. mail.

If to TSC:

Bruce R. Kaechele
President & CEO
TargetSafety.com
10730 Thornmint Road, Suite B
San Diego, CA 92198
Fax (858) 487-8762
Bruce@targetsafety.com

If to Client:

Eugene Campbell
Assistant Fire Chief
Las Vegas Fire and Rescue
500 North Casino Center Blvd.
Las Vegas, NV 89101
(702) 384-1667
ecampbell@ci.las-vegas.nv.us

Any party may, by notice given in accordance with this Section to the other party, designate another address or person or entity for receipt of notices hereunder.

- 5.5 **Assignment.** The Agreement is not assignable or transferable nor is the responsibility and obligation of either party delegable to a third-party without the express consent of the affected party.
- 5.6 **Disputes.** TSC and Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each party's organization for resolution. In the event a dispute arises between the parties under the terms of this Agreement that cannot be resolved as aforesaid, such dispute may be submitted by the parties upon the mutual agreement of the parties.
- 5.7 **Governing Law and Construction.** This Agreement will be governed by and construed in accordance with the laws of Nevada, without regard to the principles of conflicts of law.
- 5.8 **Termination.** This Agreement may be terminated at any time, without cause, after written notice, sent by certified mail, with the termination occurring at the end of any three (3) month billing cycle.
- 5.9 **Fiscal Funding Out Clause.** The Client reasonably believes that funds can be obtained to make all payments during the term of this Agreement. If the Client does not allocate funds to continue the services set forth herein this Agreement shall be terminated when appropriated funds expire.
- 5.10 **Entire Agreement; Survival.** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties,

agreements or contracts (whether oral or written) between Client and TSC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

- 5.11 **Force Majeure.** TSC shall not be responsible for delays or failures (including any delay by TSC to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

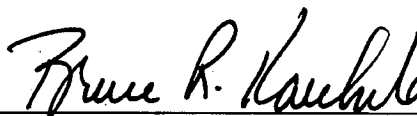
APPROVED:

By



OSCAR B. GOODMAN, Mayor
"CITY"

By



Bruce R. Kaechele, President
"TARGETSAFETY.COM"

ATTEST:


BARBARA JO RONEMUS, City Clerk

Date

11-7-2002

APPROVED AS TO FORM:


Date 11/7/02

APPENDIX A

Service Pricing and Services Provided 3-Year Fix Agreement

Employee Group	Number of Active Employees	Training Curriculum	Administrative Tool Set	Price and Invoicing Process
Firefighter and Administrative Personnel	430	Complete TSC Course Library	Safety Management System™	\$60.00 per employee per year Invoiced quarterly in advance for all active employees

Additional Services and Features Provided by TSC

- 1) Customized Employee Web Site with Client Logo
- 2) Safety Management Compliance System™
- 3) All Client policies and site-specific training provided by Client
- 4) Training for safety administrators and supervisors as required
- 5) Initial set up of employees and assignment of training
- 6) Assist Client with communication of training program to employees

Maintenance and Management of Employee Data Base

The Employee Education Database will be maintained by TSC while Client is responsible for updating each employee's status and maintaining the educational classes scheduled for all employees.

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sanitary Sewer Refunding Agreement with Grand Canyon Partners, LLC for the Grand Canyon Apartments (\$534,426 - Sanitation Fund) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$534,426**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Sanitation Fund****PURPOSE/BACKGROUND:**

Grand Canyon Partners, LLC is developing property known as "Grand Canyon Apartments". This Sewer Refunding Agreement provides \$534,426 for approximately 12, 580 feet of over-sized sewer. Location of the oversizing is explained on the attached Exhibit "A-2". This agreement also includes \$875,143.80 in extension costs from future reimbursable connection fees. The basis for the oversizing and extension costs are explained on the attached Exhibit "B". This agreement will reimburse the developer for \$534,426 over sizing costs.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Sewer Refunding Agreement

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

SEWER REFUNDING AGREEMENT

(Sewer Trunk Extension and Over-sizing)

THIS AGREEMENT, made and entered into this 20 day of November, 2002, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and Grand Canyon Partners, LLC (hereinafter referred to as to "Developer"),

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

4 SECTION I - DEFINITIONS

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

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

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

12 SECTION II - OBLIGATIONS OF DEVELOPER

13 A. Covenant of Installation:

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

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

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

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

18 B. Basis for Estimated Costs:

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

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

7 C. Installation Standards:

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

13 SECTION III - RIGHT OF REIMBURSEMENT

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

24 SECTION IV - COSTS OF EXTENSION AND OVER-SIZING

AND AMOUNT REFUNDABLE

1
2 A. It is agreed by the Parties hereto that the costs of the
3 construction and installation of the extension and over-
4 sizing which are subject to reimbursement under the terms of
5 this Agreement have been determined pursuant to the
6 calculations set forth on Exhibit "B" which is attached
7 hereto and by this reference made a part hereof.

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

SECTION V - OBLIGATIONS OF CITY

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

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

7 SECTION VI - TIME OF PERFORMANCE

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

17 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

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

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

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

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

14 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

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

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

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

24 SECTION IX - RIGHT OF INSPECTION

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

11 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,

12 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

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

SECTION XI: INDEMNITY

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

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

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

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

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

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

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

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

3 SECTION XII - OWNERSHIP OF PROJECT

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

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

16 SECTION XIII - RIGHT OF TERMINATION

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

1 return receipt requested, and addressed to the Developer at
2 3320 North Buffalo Drive, Suite 203, Las Vegas, Nevada 89129
3 or such other address as the Developer may hereafter, from
4 time to time, designate to the City in writing.

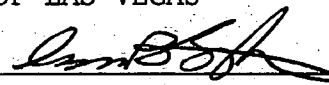
5 B. Any funds which have been expended by or on behalf of the
6 Developer for the construction and installation of the
7 Project as of the date of the Developer's receipt of such
8 written notice shall be reimbursed to the Developer as
9 hereinabove provided.
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SECTION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

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

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

CITY OF LAS VEGAS

BY: 

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:


10/11/02 Date

ATTEST:



BARBARA JO RONEUMUS, CITY CLERK

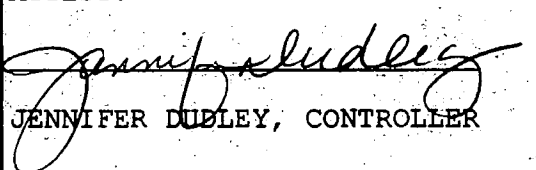
GRAND CANYON PARTNERS, LLC

BY: 

CHRIS R. GRANT,

MANAGER

ATTEST:



JENNIFER DUDLEY, CONTROLLER

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GRAND CANYON APARTMENTS SEWER REFUNDING AGREEMENT

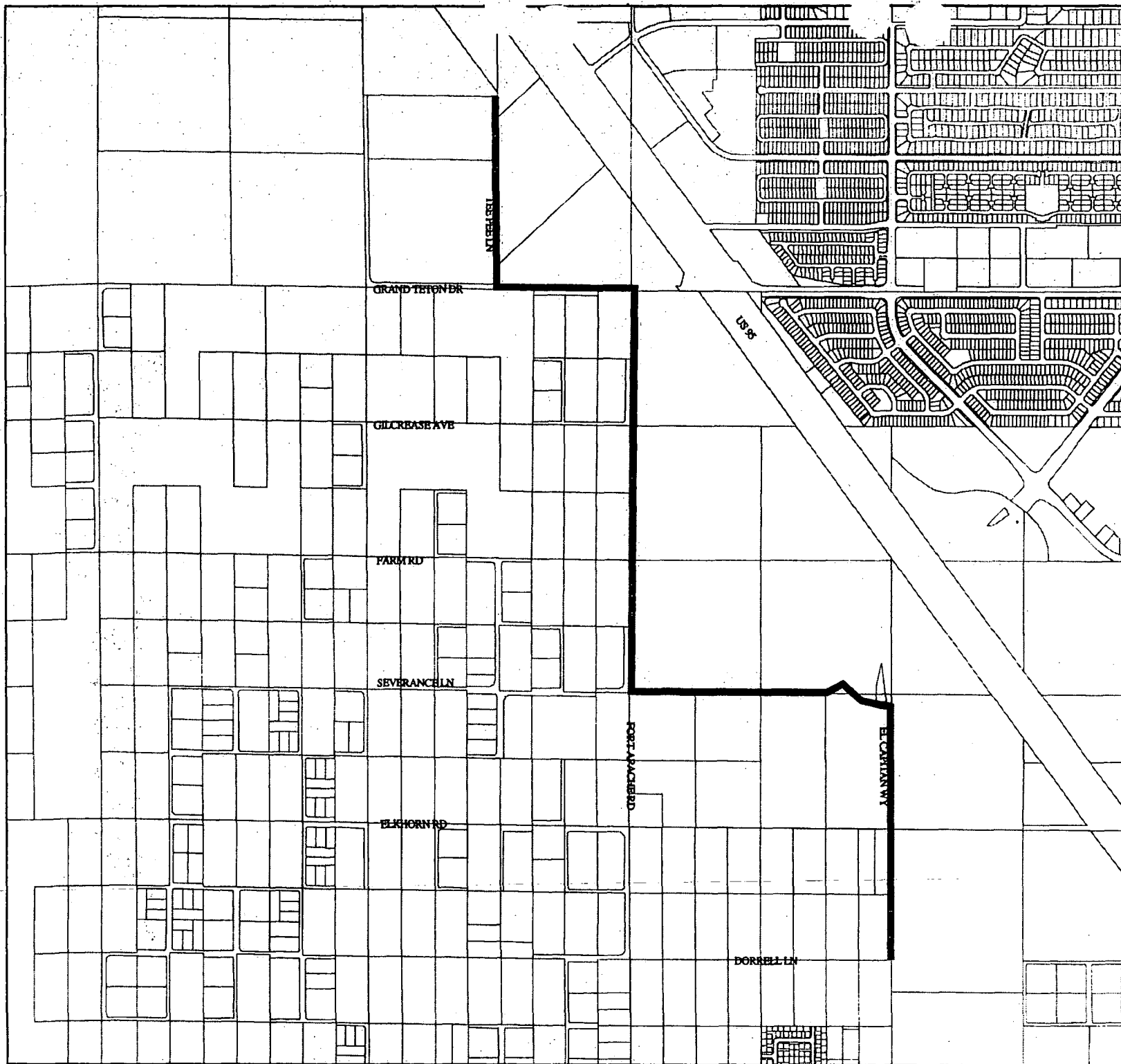
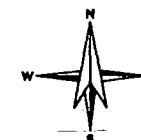


Exhibit A-1

Grand Canyon Apartments Oversize Agreement

 Oversize Sewer



0 335 670 1005 1340



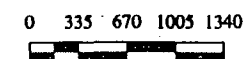
SCALE IN FEET



Exhibit A-2

Grand Canyon Apartments
Extension Agreement

-  Extension Limits
-  200 Ft Exclusion



SCALE IN FEET

EXHIBIT "B"

COST OF CONSTRUCTION

1. Developer: Grand Canyon Partners, LLC
3320 North Buffalo Drive, Suite 203
Las Vegas, Nevada 89129
2. Development: Grand Canyon Apartments
Off-Site Sewer
3. Engineer: VTN Consulting Engineers
2727 South Rainbow Boulevard
Las Vegas, Nevada 89102
4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:

Western States Companies
2810 North Nellis Boulevard
Las Vegas, Nevada 89115

Over-sizing Portion of the Project -

Sewer in El Capitan Way from Dorrell Lane to Severance Lane
Sewer in Severance Lane from El Capitan Way to Fort Apache Road
Sewer in Fort Apache Road from Severance Lane to Grand Teton Drive
Sewer in Grand Teton Drive from Fort Apache Road to Tee Pee Lane
Sewer in Tee Pee Lane from Grand Teton Drive to the northern edge of the development

CONSTRUCTION SURVEYING	1 LS	\$5,000.00	\$5,000.00
TRAFFIC CONTROL	1 LS	\$2,000.00	\$2,000.00
18" PVC F679	1580 LF	\$58.00	\$91,640.00
21" PVC F679	180 LF	\$65.00	\$11,700.00
24" PVC F679 <12 ft deep	8240 LF	\$70.00	\$576,800.00
24" PVC C905 >25 ft deep	2580 LF	\$80.00	\$206,400.00
8" PVC SDR35 STUBS	110 LF	\$35.00	\$3,850.00
12" PVC SDR35 STUBS	40 LF	\$40.00	\$1,600.00
60-INCH MANHOLE WITH LANDINGS	28 EA	\$5,650.00	\$158,200.00
DEEP TRENCH EXCAV/BACKFILL	1 LS	\$170,000.00	\$170,000.00
3" ASPHALT REPLACEMENT	1 LS	\$15,000.00	\$15,000.00
CALICHE REMOVAL	12580 LF	\$20.00	\$251,600.00

Total Over-Size Item Costs

\$1,493,790.00

Project Costs without Over-sizing

CONSTRUCTION SURVEYING	1 LS	\$4,878.00	\$4,878.00
8" PVC SDR35 8-10 ft deep	1510 LF	\$34.00	\$51,340.00
8" PVC SDR35 10-12 ft deep	5410 LF	\$40.00	\$216,400.00
8" PVC SDR35 15-18 ft deep	1510 LF	\$52.00	\$78,520.00

EXHIBIT "B" **COST OF CONSTRUCTION**

8" PVC SDR35 21-24 ft deep	1887 LF	\$66.00	\$124,542.00
8" PVC C900 >25 ft deep	2263 LF	\$68.00	\$153,884.00
48-INCH ID MANHOLE 8-10 ft deep	4 EA	\$2,000.00	\$8,000.00
48-INCH ID MANHOLE 10-12 ft deep	14 EA	\$2,400.00	\$33,600.00
48-INCH ID MANHOLE 15-18 ft deep	4 EA	\$2,800.00	\$11,200.00
48-INCH ID MANHOLE 21-24 ft deep	5 EA	\$3,600.00	\$18,000.00
48-INCH ID MANHOLE 28-32 ft deep	6 EA	\$4,500.00	\$27,000.00
DEEP TRENCH EXCAV./BACKFILL	1 LS	\$100,000.00	\$100,000.00
CALICHE REMOVAL	1 LS	\$120,000.00	\$120,000.00
3" ASPHALT REPLACEMENT	1 LS	\$12,000.00	\$12,000.00

Total Costs without Over-Sizing **\$959,364.00**

Pipe Oversizing Reimbursable Amount **\$534,426.00**

6. Basis for the Extension Costs - Prices for the extension portion of this agreement are based on the successful low bidder for all phases of the project as submitted by:

Western States Companies
2810 North Nellis Boulevard
Las Vegas, Nevada 89115

Total Bid Amount for the over-sized off-site sewer **\$1,493,790.00**

Minus the Over-sizing Reimbursable Amount **(\$534,426.00)**

Minus the first 200 feet of 8-inch @ \$40.00 per ft = **(\$8,000.00)**

Minus the 8-inch beyond the nearest point of the development
634 feet of 8-inch @ \$40.00 per ft = **(\$25,360.00)**

2 48-inch diameter manholes @ \$2400 per manhole = **(\$4,800.00)**

Reimbursable Subtotal **\$921,204.00**

95% Multiplier **X** **0.95**

Maximum Extension Costs Reimbursable Amount **\$875,143.80**

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to appraise and purchase or condemn right-of-way and easement parcels for the Alexander Road Improvements Project between US 95 and Rancho Drive (\$90,000 - Regional Transportation Commission of Southern Nevada) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$90,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: RTC****PURPOSE/BACKGROUND:****RECOMMENDATION:**

Approval

BACKUP DOCUMENTATION:

None

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused**

NOTE: COUNCILMAN MACK disclosed that he would be voting on Items 13, 31, and 35 because he has not conversed with any of the people regarding the applications and he does not feel his judgment will be affected, and for the following reasons: On Item 13, involving the Four Queens, the subject property is in close proximity to Steven Mack's SuperPawn shop, his brother-in-law Andrew Donner recently signed a contract with the owners of the Lady Luck and MK², for whom COUNCILMAN MACK does consulting, recently signed a contract with the Horseshoe Hotel/Casino. As far as Item 31, it involves a location that is near another SuperPawn shop owned by his brother Steven Mack. Regarding Item 35, the location is near property owned by Joseph Scala, with whom he has a relationship.

MINUTES:

There was no further discussion.

(9:33 – 9:35)

1-792

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Engineering Design Services Agreement with Parsons Transportation Group for professional engineering services related to the design of the Anasazi Overpass & Summerlin Parkway Interchange (\$349,320 - Regional Transportation Commission Funds) - Wards 2 and 4 (L.B. McDonald and Brown)

Fiscal Impact

☐

No Impact

Amount: \$349,320

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

The City desires to design the Anasazi Overpass over Summerlin Parkway, which will include the completion of Summerlin Parkway and the Summerlin Parkway Interchange between Crestdale Lane and the Western Beltway. The cost associated with this agreement is \$349,320.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR ANASAZI DRIVE OVERPASS STRUCTURE AND
SUMMERLIN PARKWAY INTERCHANGE**

THIS AGREEMENT is made and entered into this 20 day of November, 2002, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PARSONS TRANSPORTATION GROUP, INC., (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Anasazi Drive Overpass over Summerlin Parkway including the Summerlin Parkway between Crestdale Lane and the Western Beltway (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 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services 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 Representative. The Consultant's Representative is hereby designated as James J. Caviola, P.E., Area 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.

1.08 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing 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 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 which may result in an increase or decrease 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 or decrease in the cost or time required 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. Failure to assert such claim within the time limit provided herein shall constitute a waiver of 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 Section Seven 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 SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant 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 sub-consultant for the

performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant 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,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant 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, and

(iv) 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 or other person duly authorized to execute this Agreement (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 three hundred forty-nine thousand three hundred twenty dollars (\$349,320.00) as the total appropriation 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 without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of man-hours that must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed three hundred thousand dollars (\$300,000.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the man-hour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either 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 forty-nine thousand three hundred twenty dollars (\$49,320.00) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (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 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 reason of, or as a consequence of, the negligent, or reckless act or omission 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 the 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 that 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 that 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 for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. 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 during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

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. 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, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then 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 invoice balance due the Consultant for services rendered, 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 invoice 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 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 not for the construction of any other project.

10.05 Insurance.

A. Coverages. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting 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 policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting 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 such coverage 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.

E. *Self-Depletion Policies Prohibited.* Each policy of insurance required herein shall not be self-depleting in its coverage.

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, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless 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, the negligent, reckless 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 Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

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

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

perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(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, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental

authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

10.15 Confidentiality. The Consultant shall treat the information relating to 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:

Marvin D. Stine, P.E.
Engineering Project Manager
City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101

Phone: (702) 229-6730
Fax: (702) 464-2695

TO CONSULTANT:

James J. Caviola, P.E.
Area Manager
Parsons Transportation Group, Inc.
840 Grier Drive, Suite 340
Las Vegas, Nevada 89119

Phone: (702) 435-2116
Fax: (702) 435-8412

10.19 Prohibition Against Contingent Fees. The Consultant represents and 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 by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the 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 prior to providing the services shall constitute forever a bar and 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, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. 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 hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified 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 or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, 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 or final payment to

the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

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 the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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.

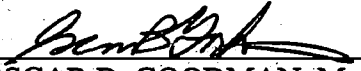
10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of August 8, 2002.

...
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...

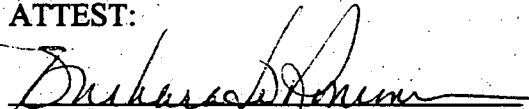
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

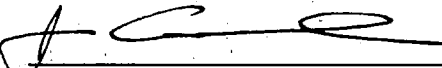
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 9-6-02
Robert S. Solvain Date
Deputy City Attorney

PARSONS TRANSPORTATION GROUP, INC.

By: 
JAMES J. CAVIOLA, P.E.
Its: Area Manager

"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 Derivative 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 10.09D)

**PROFESSIONAL SERVICES AGREEMENT FOR
ANASAZI DRIVE OVERPASS STRUCTURE
and
SUMMERLIN PARKWAY INTERCHANGE**

**EXHIBIT "A"
SCOPE OF SERVICES**

A. DEFINITIONS

Selected terms used in this Exhibit "A" – Scope of Services are defined below:

- CITY shall mean the City of Las Vegas, a Municipal Corporation and political subdivision of the State of Nevada.
- CONSULTANT shall mean Parsons Transportation Group, Inc.
- PROJECT shall mean the technical studies; design; preparation of contract documents, construction drawings, specification, quantity calculations and cost estimates to implement the design of the Anasazi Overpass Structure and the interconnecting Summerlin Parkway Interchange within the project limits of Crestdale Lane and the Western Beltway, necessary to provide a functional and safe overpass and interchange.

B. RESPONSIBILITIES

The CITY 's representative for the design of the PROJECT is the CONSULTANT who is responsible for coordinating the PROJECT design with the CITY and other affected agencies and organizations on this and adjacent projects including but not limited to formal and informal communications, correspondence, requests for information and receipt of review comments.

C. PROJECT DESCRIPTION

The CONSULTANT for this PROJECT is Parsons Transportation Group, Inc. Services to be provided by the CONSULTANT will include overall coordination and project management. These duties will include project scheduling, progress meetings, administrative support, data collection and research, conducting design reviews, document management and communication with the CITY and other affected agencies.

A detailed drainage study is included in the PROJECT. Drainage facilities designed in accordance with the Regional Transportation Commission (RTC) Policies and Procedures are anticipated to be constructed in conjunction with the PROJECT. Where flood control facilities exist, such can be used to discharge roadway drainage. Where flood control facilities are planned, but do not yet exist, temporary measures are to be installed with consideration for short term and long term future conditions. The CONSULTANT is expected to incorporate the Clark County Regional Flood Control District Master Plan

information and facilities, and the CITY'S Neighborhood Drainage Study Plans into the PROJECT.

The design of a new four (4) lane overpass bridge structure and approach roadway on Anasazi Drive over Summerlin Parkway. The limits of the PROJECT will be between Crestdale Lane on the east and the Western Beltway on the West. The project will be designed in accordance with City and County design standards. The bridge improvement drawings will include bridge plans and approach roadway in accordance with NDOT guidelines, and the modifications of the designs of traffic signals at two (2) locations.

This PROJECT will comply with the latest edition of:

- A policy on Geometric Design of Highways and Streets (AASHTO Green Book)
- Design and Construction Standards for Wastewater Collection Systems, 1997.
- Uniform Standard Specification for Public Work's Construction Off-Site Improvements Clark County Area, Nevada.
- Uniform Standard Drawings for Public Works' Construction Off-Site Improvements Clark County Area, Nevada Volume I and II
- Uniform Design and Construction Standards for Water Distribution Systems, 1st edition 1995.
- Clark County Regional Flood Control District's (CCRFCD) Hydrologic Criteria and Drainage Design Manual.
- Standard Specification for Road and Bridge Construction, State of Nevada Department of Transportation (NDOT), 1996 edition.
- Standard Plans for Road and Bridge Construction, State of Nevada Department of Transportation (NDOT), 1996 edition.

D. BASIC SERVICES TASKS

Basic Services will consist of reviewing and evaluating data and information provided by CONSULTANT, accomplishing supplemental data gathering and preliminary engineering, followed by development of final drawings, specifications, and an opinion of probable construction costs and bid phase support services, as follows:

ANASAZI DRIVE OVERPASS STRUCTURE & SUMMERLIN PARKWAY INTERCHANGE GENERAL PROJECT ADMINISTRATION TASKS.

TASK 100 PROJECT COORDINATION & ADMINISTRATION. Provide close coordination with the CITY and all parties associated with the project and administer the various design activities.

105 Project Scheduling. Prepare, update and monitor design schedule for the PROJECT. The confirmation of schedule and the adherence thereto will receive constraint attention.

110 Project Meetings. Organize and participate in a PROJECT kickoff meeting following issuance of a Notice to Proceed with all affected persons and agencies to

discuss the scope and schedule of the PROJECT; obtain data and information concerning the impact another agencies. Attend bi-weekly progress meetings.

- 115 **Project Research and Data Gathering.** Perform preliminary utility coordination and research information and preliminary Summerlin (Howard Hughes Corp.) coordination and information. Provide ongoing supplemental research of public records and continuous records coordination with utility agencies. Prepare a topographic survey of the project area.
- 120 **Project Administration.** Provide fundamental administrative services in support of all tasks associated with the design of the PROJECT.
- 125 **Utility Coordination.** Provide ongoing coordination with utility agencies including power, telephone, gas, cable television, Las Vegas Valley Water District, Las Vegas Area Computerized Traffic Control System, (traffic signal interconnect); and identify other potential utility agencies that may be operating existing facilities or planning to install additional facilities within the PROJECT limits.

ANASAZI DRIVE OVERPASS STRUCTURE & SUMMERLIN PARKWAY INTERCHANGE PRELIMINARY ENGINEERING & REPORT PREPARATION TASKS

TASK 200 **PRELIMINARY ENGINEERING.** Provide preliminary engineering of the project including site reviews & interdivisional coordination.

- 205 **Pre-Design Site Review.** Perform detailed site review, with the CITY, to photograph and tabulate an inventory of existing improvements.
- 210 **Interdivisional Coordination.** Coordinate the PROJECT with the other affected CITY divisions.
- 215 **Geometrics.** Establish geometry to determine alignment, and right-of-way requirements (if any) and develop plans in sufficient detail to establish the approximate limits of construction and related permanent and temporary construction easements.
- 225 **Utility Requirements.** Identify existing and future potable water and sanitary sewer system requirements, if any, within the PROJECT limits including possible service lateral connections and/or modifications.

TASK 300 **PROJECT REPORTS.** Prepare a Geotechnical Investigation Report, and a Hydraulic/Hydrology Study.

- 305 **Geotechnical Investigation and Report.** Perform through subconsultant services, a geotechnical investigation to provide the soils engineering information needed to design the overpass structure and related roadways and appurtenance.

It is anticipated that the evaluation will include a laboratory testing program to include moisture content, dry density, gradation, Atterberg limit, corrosivity tests. Other tests may also be performed. Actual type of tests and number of tests will depend on the soil conditions encountered.

Based on the finding of the field and laboratory programs and engineering analysis, provide opinions and recommendations regarding the following:

- Subsurface soil conditions, including depth and consistency of cemented deposits, if encountered.
- Groundwater levels as observed during fieldwork, excluding quantitative determinations of flow or dewatering rates.
- Suitable foundation type and depth, allowable bearing pressures and estimated settlements for spread foundations.
- Recommendations for design and construction of drilled shaft foundations, if appropriate, including allowable capacities in compression and lateral load.
- Recommendations for treatment and/or removal of unsuitable bearing soils, if encountered.
- Recommendations for lateral earth pressures.
- Recommendations for seismic design criteria.
- Corrosive soil conditions.
- Construction considerations including a discussion of anticipated excavatability of on-site soils.
- Suitability of on-site material for structural fill material.

- 310 Hydrology/Hydraulic Studies.** Perform a hydrology study that identifies the storm water drainage area tributary to the PROJECT, rainfall data and distribution curves, drainage area characteristics, existing drainage facilities, peak runoff flows, and flow routing. Prepare a hydraulic study to determine the size of any localized drainage facilities that may be necessary. These studies will be performed in accordance with the Regional Transportation Commission's Policies and Procedures, and the Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual. Obtain, document and review existing reports and data from the 1996 CCRFCD Master Plan Update (MPU), flood insurance studies (FIS) restudies, CITY Neighborhood Drainage Studies, pertinent upstream development issues, and meet with the CITY to confirm PROJECT design flows.

ANASAZI DRIVE OVERPASS STRUCTURE & SUMMERLIN PARKWAY INTERCHANGE FINAL DESIGN TASKS

TASK 400 50% PLANS, SPECIFICATIONS AND ESTIMATES

- 405 50% Design.** Design and preparation of drawings, specifications, bid schedule and cost estimate for construction of the PROJECT to reflect a 50% level of completion. Drawings shall be prepared in accordance with the CITY's

prescribed format (with use of NDOT standards and specifications as applicable) and include a cover sheet, general notes, legend, abbreviations, survey control, bridge plans, street improvement layout, preliminary details of curb and gutter, transitions and streetlights. Also included are plans for stormwater drainage facilities, traffic signal undergrounds, signing, striping and traffic control, as necessary. Specifications, Bid Schedule and Engineer's Opinion of Probable Construction Costs shall also be prepared following the CITY's prescribed format.

410 50% Submittal. Prepare and furnish ten (10) sets of half size (11" x 17"), 50% progress drawings and supplemental specifications to the CITY for review and comment. Also submit preliminary construction cost opinion, permit status, right-of-way acquisition status, and preliminary utility relocation/clearance status table to the CITY for informational and action purposes. The 50% deliverables shall be prepared to the CITY and NDOT standards and should include:

- Alignment and profile base sheets
- Property ownership
- Available detail drawings
- Survey monument summary table
- PROJECT cost estimate
- PROJECT schedule

415 50% Submittal Review. Meet with the CITY to obtain and review the comments on the 50% submittal package.

420 Permit Coordination. Prepare final applications for appropriate permits, and utility relocations, prepare required exhibits, coordinate signature of permit applications with CITY, and submit permit applications and utility relocation requests on CITY's behalf.

TASK 500 90% PLANS, SPECIFICATIONS AND ESTIMATES

505 90% Design. Incorporate applicable 50% review comments into the 90% design, plans, bid schedule and opinion of probable construction costs; and provide written responses to comments, which should not be incorporated therein. Accomplish the design of, and preparation of drawings, provide technical specifications, bid schedule and cost estimate in unit price format such as will reflect a 90% level of PROJECT completion.

The 90% submittal package will be prepared pursuant to the prescribed format and include cover sheet, general notes, legend, abbreviations, survey control, bridge plans, street improvement layout, cross sections and details which include curb and gutter, transitions at intersecting streets, pavement sections, utility modifications, street lighting; also stormwater drainage facilities, traffic

signal modifications, water and/or sewer lateral connections or modifications, signing and striping plans, traffic control and all other necessary drawings, and details as necessary to illustrate all appurtenances to this PROJECT.

- 510 Submit to Utility Companies.** Submit 90% plans to utility companies for their review and comments.
- 515 On-site Review.** Perform a detailed on-site plans-in-hand review of the PROJECT with the CITY.
- 520 90% Submittal.** Prepare and furnish ten (10) sets of half-size (11"x17"), 90% progress drawings to the CITY for review and comment. Also submit updated construction cost estimate, specifications, bid schedule, permit status, and utility relocation/clearance status table to the CITY for informational and action purposes. Provide 90% plans and specifications to each affected utility agency for review and comment.
- 525 90% Submittal Review.** Meet with the CITY and others to obtain and review the comments on the 90% submittal package. Also, meet with utility and permitting agencies as needed to incorporate their review comments.

TASK 600

100% PLANS, SPECIFICATIONS AND ESTIMATES

- 605 100% Design.** Incorporate applicable comments pursuant to the 90% review into the design, 100% plans, specifications, bid schedule and construction cost estimate; and provide written responses to comments, which should not be incorporated therein. Finalize all designs, plans, and cost estimate. The drawings are anticipated to consist of the following:

ANASAZI DRIVE OVERPASS STRUCTURE AND SUMMERLIN PARKWAY INTERCHANGE DRAWING SHEET COUNTS (ESTIMATED)

# of Sheets	DESCRIPTION
1	Title Sheet
1	Location Sketch
2	Typical Section
4	Quantities and Summaries
2	General Notes, Legend, Abbreviations & Symbols
2	Survey Control
2	Removals
10	On/Off Ramps Plan/Profile
1	Detour Plan
1	Detour Profile
1	Detour Detail

2	Special Details
1	Misc. Paving Areas
2	Right of Way
18	Bridge Plans
3	Drainage Plans
3	Drainage Profiles
2	Drainage Details
1	Sign Details
3	Permanent Striping & Signage
5	Street & Underdeck Lighting Plans
1	Conduit Schedule
4	Boring Log Sheets
72	Total

All drawings will be sealed by a professional engineer(s) registered in Nevada.

- 610 Utility Approvals.** Submit 100% plans to utility agencies, request and obtain approvals on the appropriate sheets.
- 615 100% Submittal.** Prepare and furnish five (5) sets of full size (24"x36") and five (5) sets of half-size (11"x17") 100% progress drawings, to the CITY for review and comment. Submit 100% construction cost estimate, specifications and bid schedule. Report on the status of permits and utility issues.
- 620 100% Submittal Review.** Meet with the CITY to obtain and review the comments on the 100% submittal package. Resolve any outstanding utility agency issues.

TASK 700 FINAL REVISIONS AND APPROVALS

- 705 Final Design.** Incorporate applicable comments pursuant to the 100% review into the final plans, specifications, bid schedule and cost estimates. Request and obtain approvals from the relevant governmental agencies.
- 710 Final Submittal.** Furnish to the CITY copies of all PROJECT drawing diskettes in AUTOCAD format. Provide one set of final, sealed, full-size original mylar drawings, specifications, bid schedule, cost estimate, and geotechnical report all in a form specified by the CITY and suitable for reproduction. Provide electronic copies of all contract documents. Also, provide sealed calculations, design worksheets, and other information for the CITY's project file.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ANASAZI DRIVE OVERPASS STRUCTURE
and
SUMMERLIN PARKWAY INTERCHANGE**

**EXHIBIT "B"
ADDITIONAL SERVICES
TASK 800**

Additional Services

Upon written authorization by the CITY, the CONSULTANT shall provide additional services as needed for the PROJECT. Additional services of the CONSULTANT include the following:

TASK 800 CONSTRUCTION PHASE SERVICES

- 805 Pre-Bid Services.** Attend a pre-bid meeting, provide technical information as requested by the CITY answer technical questions from potential bidders, and assist the CITY in preparing bid addenda to be signed and issued by the CITY.
- 810 Addenda.** Prepare addenda as required
- 815 Shop Drawing Review and Coordination with Construction Manager.** Review submittals in coordination with Construction Manager.
- 820 Request for Information.** Respond to Contractor's RFI's in coordination with Construction Manager.

TASK 900 UTILITY POTHOLING.

- 905 Utility Potholing.** Perform through subconsultant services, potholing to determine the location and depth of utilities. Excavate and expose utilities at the location of potential conflicts between major existing utilities and proposed underground facilities utilizing vacuum excavation techniques, if utility is located in paved areas. If utility depths exceed ten (10) feet, or if it is located outside of the paved area a backhoe may be used. This work shall include obtaining permits, traffic control, backfilling, compacting and pavement patching. The CITY shall provide surveying services for field location of excavated potholes, and a copy of survey data to CONSULTANT.

TASK 1000 ADDITIONAL SOIL BORINGS/TESTING.

- 1005 Soil Borings/Testing.** Additional soil borings, above the number listed in Exhibit "A" which may be required to determine the subsurface conditions deeper than listed in Exhibit "A", or may be required to assist in the design of any "tunneled" sections of the PROJECT. This work will also include sampling, testing, analysis and recommendations specified at the time of authorization.

TASK 1100 ADDITIONAL DESIGN SERVICES.

- 1105 Miscellaneous Additional Engineering Services.** Provide additional engineering services that are directly related to the PROJECT but which were not anticipated nor reasonably associated with work described in Exhibit "A".

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS**

ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

EXHIBIT C - MANHOUR ESTIMATE SUMMARY

PROJECT SUMMARY

Date: Time:	23-Oct-02 07:44 AM	Title:	Labor Classification								Total Hours	
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.		
			Code:	i	ii	iii	iv	v	vi	ix		x
			Projected Hours									
Phase												
	GENERAL PROJECT ADMIN. TASKS	16	80	88	0	24	0	0	0	208		
	PRELIM. ENGR. & REPORT TASKS	0	88	104	40	128	0	24	0	384		
	FINAL DESIGN TASKS	28	396	284	292	408	340	176	0	1,924		
	SUBTOTAL BASIC SERVICES	44	564	476	332	560	340	200	0	2,516		
	ADDITIONAL SERVICE TASKS											
	CONSTRUCTION PHASE SERVICES	4	76	76	40	16	0	24	0	236		
	UTILITY POTHOLING	0	4	4	0	0	0	0	0	8		
	ADDL SOIL BORING/TESTING	0	4	4	0	0	0	0	0	8		
	ADDL DESIGN SERVICES	8	24	24	24	40	40	0	0	160		
	SUBTOTAL ADD'L SERVICES	12	108	108	64	56	40	24	0	412		
	PROJECT SUMMARY TOTALS	56	672	584	396	616	380	224	0	2,928		

PARSONS TRANSPORTATION GROUP, INC.

840 GRIER DRIVE, SUITE 340

LAS VEGAS, NEVADA 89119

**EXHIBIT C - DETAILED MANHOUR ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE**

TASK	Activity	Title: Code:	Labor Classification								Total Hours
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
			i	ii	iii	iv	v	vi	ix	x	
			Projected Hours								
	GENERAL PROJECT ADMIN. TASKS										
Task 100	PROJECT COORDINATION & ADMIN										
105	Project Scheduling		0	24	0	0	0	0	0	24	
110	Project Meetings		8	24	24	0	0	0	0	56	
115	Research and Data Collection		0	8	40	0	0	0	0	48	
120	Project Administration		8	24	0	0	0	0	0	32	
125	Utility Coordination		0	0	24	0	24	0	0	48	
	PROJECT COORDINATION & ADMIN		16	80	88	0	24	0	0	208	
	PRELIM. ENGR. & REPORT TASKS										
Task 200	PRELIMINARY ENGINEERING										
205	Pre-Design Site Review		0	8	16	0	0	0	0	24	
210	Interdivisional Coordination		0	16	0	0	0	0	0	16	
215	Geometrics		0	24	40	0	80	0	0	144	
220	N/A		0	0	0	0	0	0	0	0	
225	Utility Requirements		0	8	8	0	8	0	0	24	
	PRELIMINARY ENGINEERING		0	56	64	0	88	0	0	208	

**EXHIBIT C - DETAILED MANHOUR ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE**

Date: Time:	23-Oct-02 07:44 AM	Title: Code:	Labor Classification								Total Hours
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
			i	ii	iii	iv	v	vi	ix	x	
			Projected Hours								
TASK	Activity										
Task 300	PROJECT REPORTS										
305	Geotechnical Investigation & Report	0	8	16	0	0	0	0	0	24	
310	Hydrology/Hydraulic Studies	0	24	24	40	40	0	24	0	152	
	PROJECT REPORTS	0	32	40	40	40	0	24	0	176	
	FINAL DESIGN TASKS										
Task 400	50 % PLANS, SPECIFICATIONS & EST.										
405	50% Design	8	80	80	80	160	80	60	0	548	
410	50% Submittal	0	40	0	0	0	24	8	0	72	
415	50% Submittal Review	0	4	4	4	0	0	0	0	12	
420	Permit Coordination	0	8	16	0	0	16	8	0	48	
	50 % PLANS, SPECIFICATIONS & EST.	8	132	100	84	160	120	76	0	680	
Task 500	90 % PLANS, SPECIFICATIONS & EST.										
505	90% Design	8	80	80	80	120	80	40	0	488	
510	Submit to Utility Companies	0	0	0	0	8	0	8	0	16	
515	On-site Review	0	8	8	0	0	0	0	0	16	
520	90% Submittal	0	40	0	0	0	24	8	0	72	
525	90% Submittal Review	0	4	4	4	0	0	0	0	12	
	90 % PLANS, SPECIFICATIONS & EST.	8	132	92	84	128	104	56	0	604	
Task 600	100 % PLANS, SPECIFICATIONS & EST.										
605	100% Design	8	24	40	80	80	40	24	0	296	
610	Utility Approvals	0	16	24	0	0	16	0	0	56	

EXHIBIT C - DETAILED MANHOUR ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

TASK	Activity	Date: Time:	23-Oct-02 07:44 AM	Labor Classification							Total Hours		
				Title:	Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech		Clerical	Surv.
				Code:	i	ii	iii	iv	v	vi		ix	x
				Projected Hours									
615	100% Submittal		0	40	0	0	0	24	8	0	72		
620	100% Submittal Review		0	4	4	4	0	0	0	0	12		
	100 % PLANS, SPECIFICATIONS & EST.		8	84	68	84	80	80	32	0	436		
Task 700	FINAL REVISIONS AND APPROVALS												
705	Final Design		4	24	24	40	40	20	8	0	160		
710	Final Submittal		0	24	0	0	0	16	4	0	44		
	FINAL REVISIONS AND APPROVALS		4	48	24	40	40	36	12	0	204		
	SUBTOTAL BASIC SERVICES		44	564	476	332	560	340	200	0	2,516		

**EXHIBIT C - DETAILED MANHOUR ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE**

Date: Time:	23-Oct-02 07:44 AM	Labor Classification								Total Hours	
		Title:	Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical		Surv.
		Code:	i	ii	iii	iv	v	vi	ix		x
		Projected Hours									
TASK	Activity										
	ADDITIONAL SERVICE TASKS										
Task 800	CONSTRUCTION PHASE SERVICES										
805	Pre-Bid Services	0	4	4	0	0	0	0	0	8	
810	Addenda	0	8	8	16	16	0	4	0	52	
815	Shop Drawing Review & Coord. w/CM	4	48	48	24	0	0	16	0	140	
820	RFI's	0	16	16	0	0	0	4	0	36	
	SUBTOTAL CONST. PHASE SERVICES	4	76	76	40	16	0	24	0	236	
Task 900	Utility Potholing	0	4	4	0	0	0	0	0	8	
Task 1000	Additional Soil Boring/Testing	0	4	4	0	0	0	0	0	8	
Task 1100	Additional Design Services	8	24	24	24	40	40	0	0	160	
	SUBTOTAL ADDITIONAL SERVICES	12	108	108	64	56	40	24	0	412	
	TOTALS	56	672	584	396	616	380	224	0	2,928	

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

EXHIBIT D - COST SUMMARY

PROJECT SUMMARY

Date: Time:	23-Oct-02 07:44 AM	Title:	Labor Classification & Rate								Total		
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.			
			Code: i	ii	iii	iv	v	vi	ix	x			
			Rate:	190.00	140.00	130.00	100.00	78.00	70.00	50.00	95.00		
Phase										LABOR	ODC's	Phase Total	
		GENERAL PROJECT ADMIN. TASKS	3,040	11,200	11,440	0	1,920	0	0	0	27,600	25,000	52,600
		PRELIM. ENGR. & REPORT TASKS	0	12,320	13,520	4,000	10,240	0	1,200	0	41,280	10,000	51,280
		FINAL DESIGN TASKS	5,320	55,440	36,920	29,200	32,640	23,800	8,800	0	192,120	4,000	196,120
		SUBTOTAL BASIC SERVICES	8,360	78,960	61,880	33,200	44,800	23,800	10,000	0	261,000	39,000	300,000
		ADDITIONAL SERVICE TASKS											
		CONSTRUCTION PHASE SERVICES	760	10,640	9,880	4,000	1,280	0	1,200	0	27,760	500	28,260
		UTILITY POTHOLING	0	560	520	0	0	0	0	0	1,080	1,000	2,080
		ADDL SOIL BORING/TESTING	0	560	520	0	0	0	0	0	1,080	1,000	2,080
		ADDL DESIGN SERVICES	1,520	3,360	3,120	2,400	3,200	2,800	0	0	16,400	500	16,900
		SUBTOTAL ADD'L SERVICES	2,280	15,120	14,040	6,400	4,480	2,800	1,200	0	46,320	3,000	49,320
		PROJECT SUMMARY TOTALS	10,640	94,080	75,920	39,600	49,280	26,600	11,200	0	307,320	42,000	349,320

PARSONS TRANSPORTATION GROUP, INC.
840 GRIER DRIVE, SUITE 340
LAS VEGAS, NEVADA 89119
(702) 435-2116 or 435-8412 (FAX)

EXHIBIT D - DETAILED COST ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

Phase	Activity	Title: Code: Rate:	Labor Classification & Rate								Totals		
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
			i	ii	iii	iv	v	vi	ix	x			
			190.00	140.00	130.00	100.00	80.00	70.00	50.00	95.00			
	GENERAL PROJECT ADMIN. TASKS												
Task 100	PROJECT COORDINATION & ADMIN												
105	Project Scheduling		0	3,360	0	0	0	0	0	0	3,360	0	3,360
110	Project Meetings		1,520	3,360	3,120	0	0	0	0	0	8,000	0	8,000
115	Research and Data Collection		0	1,120	5,200	0	0	0	0	0	6,320	24,000	30,320
120	Project Administration		1,520	3,360	0	0	0	0	0	0	4,880	1,000	5,880
125	Utility Coordination		0	0	3,120	0	1,920	0	0	0	5,040	0	5,040
	PROJECT COORDINATION & ADMIN		3,040	11,200	11,440	0	1,920	0	0	0	27,600	25,000	52,600
	PRELIM. ENGR. & REPORT TASKS												
Task 200	PRELIMINARY ENGINEERING												
205	Pre-Design Site Review		0	1,120	2,080	0	0	0	0	0	3,200	0	3,200
210	Interdivisional Coordination		0	2,240	0	0	0	0	0	0	2,240	0	2,240
215	Geometrics		0	3,360	5,200	0	6,400	0	0	0	14,960	0	14,960
220	N/A		0	0	0	0	0	0	0	0	0	0	0
225	Utility Requirements		0	1,120	1,040	0	640	0	0	0	2,800	0	2,800
	PRELIMINARY ENGINEERING		0	7,840	8,320	0	7,040	0	0	0	23,200	0	23,200

EXHIBIT D - DETAILED COST ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

Phase	Activity	Date: Time:	23-Oct-02 07:44 AM	Labor Classification & Rate							Totals		
				Title:	Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
				Code:	i	ii	iii	iv	v	vi	ix	x	
				Rate:	190.00	140.00	130.00	100.00	80.00	70.00	50.00	95.00	Labor by Activity ODC's by Activity Labor & ODC's by Activity
Task 300	PROJECT REPORTS												
305	Geotechnical Investigation & Report				0	1,120	2,080	0	0	0	0	0	3,200 10,000 13,200
310	Hydrology/Hydraulic Studies				0	3,360	3,120	4,000	3,200	0	1,200	0	14,880 0 14,880
	PROJECT REPORTS				0	4,480	5,200	4,000	3,200	0	1,200	0	18,080 10,000 28,080
	FINAL DESIGN TASKS												
Task 400	50 % PLANS, SPECIFICATIONS & EST.												
405	50% Design				1,520	11,200	10,400	8,000	12,800	5,600	3,000	0	52,520 0 52,520
410	50% Submittal				0	5,600	0	0	0	1,680	400	0	7,680 1,000 8,680
415	50% Submittal Review				0	560	520	400	0	0	0	0	1,480 0 1,480
420	Permit Coordination				0	1,120	2,080	0	0	1,120	400	0	4,720 0 4,720
	50 % PLANS, SPECIFICATIONS & EST.				1,520	18,480	13,000	8,400	12,800	8,400	3,800	0	66,400 1,000 67,400
Task 500	90 % PLANS, SPECIFICATIONS & EST.												
505	90% Design				1,520	11,200	10,400	8,000	9,600	5,600	2,000	0	48,320 0 48,320
510	Submit to Utility Companies				0	0	0	0	640	0	400	0	1,040 0 1,040
515	On-site Review				0	1,120	1,040	0	0	0	0	0	2,160 0 2,160
520	90% Submittal				0	5,600	0	0	0	1,680	400	0	7,680 1,000 8,680
525	90% Submittal Review				0	560	520	400	0	0	0	0	1,480 0 1,480
	90 % PLANS, SPECIFICATIONS & EST.				1,520	18,480	11,960	8,400	10,240	7,280	2,800	0	60,680 1,000 61,680

EXHIBIT D - DETAILED COST ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

Date: Time:	23-Oct-02 07:44 AM	Labor Classification & Rate								Totals			
		Title:	Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:	i	ii	iii	iv	v	vi	ix	x			
		Rate:	190.00	140.00	130.00	100.00	80.00	70.00	50.00	95.00			
Phase	Activity												
Task 600	100 % PLANS, SPECIFICATIONS & EST.												
605	100% Design	1,520	3,360	5,200	8,000	6,400	2,800	1,200	0	28,480	0	28,480	
610	Utility Approvals	0	2,240	3,120	0	0	1,120	0	0	6,480	0	6,480	
615	100% Submittal	0	5,600	0	0	0	1,680	400	0	7,680	1,000	8,680	
620	100% Submittal Review	0	560	520	400	0	0	0	0	1,480	0	1,480	
	100 % PLANS, SPECIFICATIONS & EST.	1,520	11,760	8,840	8,400	6,400	5,600	1,600	0	44,120	1,000	45,120	
Task 700	FINAL REVISIONS AND APPROVALS												
705	Final Design	760	3,360	3,120	4,000	3,200	1,400	400	0	16,240	0	16,240	
710	Final Submittal	0	3,360	0	0	0	1,120	200	0	4,680	1,000	5,680	
	FINAL REVISIONS AND APPROVALS	760	6,720	3,120	4,000	3,200	2,520	600	0	20,920	1,000	21,920	
	SUBTOTAL BASIC SERVICES	8,360	78,960	61,880	33,200	44,800	23,800	10,000	0	261,000	39,000	300,000	

EXHIBIT D - DETAILED COST ESTIMATE
ANASAZI DRIVE OVERPASS STRUCTURE and SUMMERLIN PARKWAY INTERCHANGE

Date: Time:	23-Oct-02 07:44 AM	Title: Code: Rate:	Labor Classification & Rate								Totals		
			Engr IV	Engr III	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
			i	ii	iii	iv	v	vi	ix	x			
			190.00	140.00	130.00	100.00	80.00	70.00	50.00	95.00			
Phase	Activity												
	ADDITIONAL SERVICE TASKS												
Task 800	CONSTRUCTION PHASE SERVICES												
805	Pre-Bid Services	0	560	520	0	0	0	0	0	1,080	0	1,080	
810	Addenda	0	1,120	1,040	1,600	1,280	0	200	0	5,240	500	5,740	
815	Shop Drawing Review & Coord. w/CM	760	6,720	6,240	2,400	0	0	800	0	16,920	0	16,920	
820	RFI's	0	2,240	2,080	0	0	0	200	0	4,520	0	4,520	
	SUBTOTAL CONST. PHASE SERVICES	760	10,640	9,880	4,000	1,280	0	1,200	0	27,760	500	28,260	
Task 900	Utility Potholing	0	560	520	0	0	0	0	0	1,080	1,000	2,080	
Task 1000	Additional Soil Boring/Testing	0	560	520	0	0	0	0	0	1,080	1,000	2,080	
Task 1100	Additional Design Services	1,520	3,360	3,120	2,400	3,200	2,800	0	0	16,400	500	16,900	
	SUBTOTAL ADDITIONAL SERVICES	2,280	15,120	14,040	6,400	4,480	2,800	1,200	0	46,320	3,000	49,320	
	TOTALS		10,640	94,080	75,920	39,600	49,280	26,600	11,200	0	307,320	42,000	349,320

**PROFESSIONAL SERVICES AGREEMENT FOR
ANASAZI DRIVE OVERPASS STRUCTURE
and
SUMMERLIN PARKWAY INTERCHANGE**

**EXHIBIT "E"
MILESTONE SCHEDULE**

The following milestone dates have been established for the PROJECT:

Notice to Proceed	October 7, 2002
50% Submittal	January 13, 2003
90% Submittal	March 10, 2003
100% Submittal	May 12, 2003
Final Submittal	June 30, 2003

EXHIBIT F: INVOICE FOR ANASAZI OVERPASS

SUMMERLIN PARKWAY INTERCHANGE

PARSONS TRANSPORTATION GROUP

TO: City of Las Vegas
 400 East Stewart Avenue
 Las Vegas, Nevada 89101

FROM: Parsons Transportation Group, Inc.
 840 Grier Drive, Ste 340
 Las Vegas, Nevada 89119

Project: Anasazi Overpass and Summerlin Parkway Interchange
Attention: Marvin D. Stine, P.E./CLV Engineering Project Manager

Date: _____
Period: From: _____ To: _____
Invoice No: _____
PTG Job No: _____

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period **	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
BASIC SERVICES - Exhibit A								
100	Project Coordination & Administration	\$ 52,600.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 52,600.00
200	Preliminary Engineering	\$ 23,200.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 23,200.00
300	Project Reports	\$ 28,080.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 28,080.00
400	50% Plans, Specifications & Estimate	\$ 67,400.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 67,400.00
500	90% Plans, Specifications & Estimate	\$ 61,680.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 61,680.00
600	100% Plans, Specifications & Estimate	\$ 45,120.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 45,120.00
700	Final Plans, Specifications & Estimate	\$ 21,920.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 21,920.00
Subtotal Basic Services		\$ 300,000.00						\$ 300,000.00
ADDITIONAL SERVICES - Exhibit B								
800	Construction Phase Services (T&M)	\$ 28,260.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 28,260.00
900	Utility Potholing (per Each)	\$ 2,080.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,080.00
1000	Additional Soil Boring & Testing (Lump Sum - Not to Exceed)	\$ 2,080.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,080.00
11000	Additional Design Services (T&M)	\$ 16,900.00	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 16,900.00
Subtotal Additional Services (Not to Exceed)		\$ 49,320.00						\$ 49,320.00
Total (\$)		Totals \$ 349,320.00		\$ -		\$ -		\$ 349,320.00

Basis of Costs = (Base Labor Costs + 1.727 Overhead + 10% Profit) = Base Labor Costs x 3.00

** See Detailed Backup Sheet Attached

Subtotal All Services
<5% Retention>

\$ -
 \$ -

TOTAL AMOUNT DUE THIS INVOICE

\$ -

Total Amount Billed to Date

\$ -

Total Amount of Retention to Date

\$ -

Total Amount of Contract (Not to Exceed)

\$ 349,320.00

Total Amount Remaining in Contract

\$ 349,320.00

EXHIBIT F DETAILED BACKUP to INVOICE for ANASAZI OVERPASS/SUMMERLIN PARKWAY INTERCHANGE - PARSONS TRANSP. GROUP

Project: Anasazi Overpass and Summerlin Parkway Interchange

Invoice No: _____

Date: _____

PTG Job No: _____

Contract SubTask #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date
	BASIC SERVICES - Exhibit A					
100	Project Coordination & Administration					
105	Project Scheduling	3,360	0.00%	\$ -	0.00%	\$ -
110	Project Meetings	8,000	0.00%	\$ -	0.00%	\$ -
115	Research and Data Collection	30,320	0.00%	\$ -	0.00%	\$ -
120	Project Administration	5,880	0.00%	\$ -	0.00%	\$ -
125	Utility Coordination	5,040	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 100 =	\$ 52,600.00	0.00%	\$ -	0.00%	\$ -
200	Preliminary Engineering					
205	Pre-Design Site Review	3,200	0.00%	\$ -	0.00%	\$ -
210	Interdivisional Coordination	2,240	0.00%	\$ -	0.00%	\$ -
215	Geometrics	14,960	0.00%	\$ -	0.00%	\$ -
220	N/A	0	0.00%	\$ -	0.00%	\$ -
225	Utility Requirements	2,800	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 200 =	\$ 23,200.00	0.00%	\$ -	0.00%	\$ -
300	Project Reports					
305	Geotechnical Investigation & Report	\$ 13,200.00	0.00%	\$ -	0.00%	\$ -
310	Hydrology/Hydraulic Studies	\$ 14,880.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 300 =	\$ 28,080.00	0.00%	\$ -	0.00%	\$ -
400	50% Plans, Specifications & Estimate					
405	50% Design	\$ 52,520.00	0.00%	\$ -	0.00%	\$ -
410	50% Submittal	\$ 8,680.00	0.00%	\$ -	0.00%	\$ -
415	50% Submittal Review	\$ 1,480.00	0.00%	\$ -	0.00%	\$ -
420	Permit Coordination	\$ 4,720.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 400 =	\$ 67,400.00	0.00%	\$ -	0.00%	\$ -
500	90% Plans, Specifications & Estimate					
505	90% Design	\$ 48,320.00	0.00%	\$ -	0.00%	\$ -
510	Submit to Utility Companies	\$ 1,040.00	0.00%	\$ -	0.00%	\$ -
515	On-site Review	\$ 2,160.00	0.00%	\$ -	0.00%	\$ -
520	90% Submittal	\$ 8,680.00	0.00%	\$ -	0.00%	\$ -
525	90% Submittal Review	\$ 1,480.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 500 =	\$ 61,680.00	0.00%	\$ -	0.00%	\$ -
600	100% Plans, Specifications & Estimate					
605	100% Design	\$ 28,480.00	0.00%	\$ -	0.00%	\$ -
610	Utility Approvals	\$ 6,480.00	0.00%	\$ -	0.00%	\$ -
615	100% Submittal	\$ 8,680.00	0.00%	\$ -	0.00%	\$ -
620	100% Submittal Review	\$ 1,480.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 600 =	\$ 45,120.00	0.00%	\$ -	0.00%	\$ -
700	Final Plans, Specifications & Estimate					
705	Final Design	\$ 16,240.00	0.00%	\$ -	0.00%	\$ -
710	Final Submittal	\$ 5,680.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 700 =	\$ 21,920.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Basic Services	\$ 300,000.00	0.00%	\$ -	0.00%	\$ -
	ADDITIONAL SERVICES - Exhibit B					
800	Construction Phase Services (T&M)					
805	Pre-Bid Services	\$ 1,080.00	0.00%	\$ -	0.00%	\$ -
810	Addenda	\$ 5,740.00	0.00%	\$ -	0.00%	\$ -
815	Shop Drawing Review & Coord. w/CM	\$ 16,920.00	0.00%	\$ -	0.00%	\$ -
820	RFI's	\$ 4,520.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Task 800 =	\$ 28,260.00	0.00%	\$ -	0.00%	\$ -
900	Utility Potholing (per Each - Not to Exceed)	\$ 2,080.00	0.00%	\$ -	0.00%	\$ -
1000	Add'l Soil Boring & Testing (LS - Not to Exceed)	\$ 2,080.00	0.00%	\$ -	0.00%	\$ -
11000	Additional Design Services (T&M)	\$ 16,900.00	0.00%	\$ -	0.00%	\$ -
	Subtotal Additional Services (Not to Exceed)	\$ 49,320.00	0.00%	\$ -	0.00%	\$ -
	Totals	\$ 349,320.00	0.00%	\$ -	0.00%	\$ -

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	<u>Contracting Entity</u>
Name	Parsons Transportation Group
Address	840 Grier Dr, Ste. 340
Telephone	702-435-2116
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
Anasazi Drive Overpass Structure	
and	
Summerlin Parkway Interchange	
RFP #:	

Block 3	<u>Type of Business</u>
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	<u>Disclosure of Ownership and Principals</u>		
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.	James R. Shappell, President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
2.	Thomas E. Barron, Exec. Vice President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
3.	Paul C. Thompson, Vice President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
4.	Richard L. Reddy, Senior Counsel	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
5.			
6.			
7.			
8.	"Parsons Transportation Group, Inc. is a wholly-owned subsidiary of Parsons Corporation (Pasadena, CA), which is a 100% employee-owned company. No employee owns more than 1% of the company."		
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	<u>Disclosure of Ownership and Principals - Alternate</u>		
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.



Subscribed and sworn to before me this 27th day of

August, 2000. 2002

Lori A. Halton
Notary Public

[Signature]
Name

8/27/02
Date

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Engineering Design Services Agreement with AZTEC Engineering for engineering services for the PM 10/CMAQ Roadway Improvements Phase 2 (\$560,000 - \$420,000 - Regional Transportation Commission Congestion Mitigation and Quality Funds, \$140,000 - Street Rehabilitation Funds) - Wards 1, 3, and 6 (M. McDonald, Reese and Mack)

Fiscal Impact☐**No Impact****Amount: \$560,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: RTC CMAQ Funds, Street Rehabilitation Funds****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to obtain quality professional services to perform design and preparation of bid documents for the pavement and rehabilitation of approximately 60,000 lineal feet of unpaved alleys and roadways as part of the valley's PM 10 mitigation efforts.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 – 9:35)

1-792

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR PM 10/CMAQ ROADWAY IMPROVEMENTS, PHASE 2**

THIS AGREEMENT is made and entered into this 20 day of November, 2002, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and AZTEC ENGINEERING, LLC, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the PM 10/CMAQ Roadway Improvements, Phase 2 (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 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services 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 Representative. The Consultant's Representative is hereby designated as Allen Pavelka, 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.

1.08 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing 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 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 which may result in an increase or decrease 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 or decrease in the cost or time required 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. Failure to assert such claim within the time limit provided herein shall constitute a waiver of 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 Section Seven 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 SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant 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 sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant 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,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant 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, and

(iv) 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 or other person duly authorized to execute this Agreement (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 five hundred sixty thousand dollars (\$560,000) as the total appropriation 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 without prior approval of the City.

Or see
Insert
"A" for
alternate
payment
language

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of man-hours that must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed four hundred sixty five thousand and four hundred forty six dollars (\$465,446) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the man-hour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either 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 ninety four thousand five hundred and fifty four dollars (\$94,554) 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 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 reason of, or as a consequence of, the negligent, or reckless act or omission 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 the 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 that 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 that 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 for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. 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 during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

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. 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, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant,

then 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 invoice balance due the Consultant for services rendered, 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 invoice 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 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 not for the construction of any other project.

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting 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 policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting 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 such coverage 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.

E. *Self-Depletion Policies Prohibited.* Each policy of insurance required herein shall not be self-depleting in its coverage.

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, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless 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, the negligent, reckless 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 Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

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

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

perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(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, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental

authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

10.15 Confidentiality. The Consultant shall treat the information relating to 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:

Denis Atwood, P.E.
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

Allen Pavelka, P.E.
Aztec Engineering, LLC
3320 North Buffalo Drive, Suite 106
Las Vegas, Nevada 89129

Fax: (702) 396-3758

10.19 Prohibition Against Contingent Fees. The Consultant represents and 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 by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the 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 prior to providing the services shall constitute forever a bar and 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, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City.

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 hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified 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 or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, 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 or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

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 the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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 August 8, 2002.

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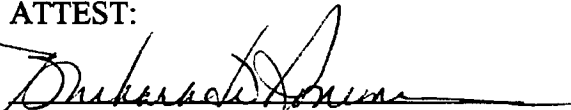
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 10-28-02
Robert S. Sylvain Date
Deputy City Attorney

AZTEC ENGINEERING, LLC



By: ALLEN PAVELKA, 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 Derivative 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 10.09D)

**EXHIBIT A
SCOPE OF SERVICE
PM10/CMAQ Funded Paving Project**

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 asphalt surfacing of unpaved roads, which have been identified and approved by the RTC in the Clark County PM-10 non-attainment area. This project also includes non-funded CMAQ improvements, such as thicker pavement, signage, and drainage improvements to alleyways and other non-paved streets, and street pavement rehabilitation, listed in ATTACHMENT 1.

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 (CCRFCD) 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 calendar days following receipt of the Notice to Proceed. Project criteria and parameters will be discussed as well as the design schedule. Prior to the kick-off meeting, the Consultant shall check the functional classification of the identified roadways to determine if they meet the PM10 guidelines. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Kickoff meeting agenda, meeting minutes, project criteria and project schedule.

- 110 Progress Meetings: Consultant shall schedule and prepare an agenda for progress meetings to be held each time comments are returned or as otherwise necessary. Approximately twelve (12) meetings are anticipated. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Progress meeting minutes.

- 115 Utility/Agency/Project Coordination: During the length of this contract, the Consultant shall coordinate with the various utilities to obtain as-built information, notify of conflicts and relocations and provide advance notice of impacts on proposed facilities. Consultant shall provide shell drawings to the utilities 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 the project limits.

Also, determine if any identified streets are currently in development review and should be removed from this project. In addition, the Consultant will coordinate with Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), and the U.S. Army Corp Of Engineers (COE) as required to coordinate the work.

- Deliverable: Consultant shall provide the City with copies of all correspondence related to these activities.

200 PRELIMINARY ENGINEERING:

- 205 Inventory of Non-Paved Roads: The Consultant shall develop an inventory that will list existing conditions of roadway, identify manholes, signs, or utilities that may be affected during construction of improvements. Also, edge conditions, and drainage conditions will be noted on the log. All roadways identified and approved by RTC within the PM-10 non-attainment area will be visited, site conditions analyzed and marked in the inventory log.
- 210 Survey: Consultant shall perform the survey control, and topographic survey (i.e.: driveway elevations, manhole and valve elevations, sign and pole locations etc) for revised Maps 5 - 10. The City has performed the survey and prepared base mapping for the streets shown on Maps 1 - 4. The scope of this work does not include survey unless provided for in Exhibit "B" "Additional Services."
- 215 Drainage Analysis: Consultant shall review drainage conditions for each roadway segment assuming surface runoff. Grades will be set to optimize current hydraulic site conditions. Alleys with inverted crowns will be maintained to keep existing drainage conditions unchanged. The purpose of drainage improvements will be to remove any existing ponding conditions. The scope of this work does not include the hydrologic analysis of the existing or proposed drainage conditions nor does it include Storm Drain Plan & Profiles unless provided for in Exhibit "B" "Additional Services."
- 220 Right-of-Way Coordination: The Consultant shall coordinate with the City in obtaining Right-of-Way certification for the project. The City will perform the certification. The scope of this work does not include obtaining title reports or preparing legals when right-of-way is required, unless provided for in Exhibit "B" "Additional Services."
- 225 Environmental Categorical Exclusion (CE): The Consultant shall ensure that all federal, state, and local regulations are complied with in the preparation of the National Environmental Policy Act CE Group I and/or CE Group II documents per each construction package (Group I vs. Group II depends on the amount of ground disturbance). The issues that will be addressed in the CE process include: adjacent land use (new right-of-way acquired), biological resources, cultural resources, water quality, floodplains, and construction-related impacts. Negative declarations are anticipated for: air, noise, utilities, visual quality, agency scoping, public involvement, and socio-economics.

Per discussions with NDOT, the following assumptions were made in preparing this scope of work:

- No further agency or public involvement is necessary for this project. The Consultant will coordinate directly with the City, NDOT, and Federal Highway Administration (FHWA).
- Cultural resources surveys and Section 106 Consultation with the State Historic Preservation Office will be completed only for historic architectural properties.
- Noise modeling, visual resources analysis, or socio-economic analysis will not be required, and therefore not included unless provided in Exhibit "B" Additional Services.

The Consultant will oversee the required environmental documentation prepared by its sub-consultants per the National Environmental Policy Act (NEPA) for the PM-10/CMAQ Paving project. The Consultant through its subconsultant will perform technical surveys and studies in the preparation of the required NEPA documentation for this project. The general tasks include:

- Discuss and confirm purpose and need, the proposed scope, and alternatives of the project with the appropriate discipline(s) at City of Las Vegas, NDOT, and FHWA.
- Research existing project files and copy pertinent information related to the project area to identify previous any environmental analyses, plans, correspondence, and meeting minutes.
- Conduct site visits to assess and determine the potential environmental impacts of the proposed action.
- Discuss proposed project scope with project team technical experts to determine the need for biological resources, cultural resources, hazardous materials, noise, air, water quality, visual resources, and/or hazardous materials analyses.
- Prepare vicinity maps and applicable graphics.
- Review and copy applicable floodplain maps to determine if any portion of the project area is located within a 100-year floodplain.
- Conduct biological surveys and prepare a biological evaluation for the project area, if applicable.
- Conduct a cultural resources literature search and surveys, and prepare a report for the project area. This will also require the necessary consultation with the Nevada State Historic Preservation Office.
- Conduct a preliminary initial site assessment for hazardous materials, if applicable.
- Conduct site visit to determine the presence of jurisdictional waters of the US and to identify the ordinary high water marks. Identify any Section 404 permits necessary for construction, if applicable.

- Coordinate with City/NDOT/FHWA on proposed mitigation measures and prepare the draft CEs for submittal to City/NDOT/FHWA for review and approval. These mitigation measures may include any applicable federal, state, and/or local policies and regulations that will need to be complied with during construction. All comments received will be incorporated into the final CEs.

All reports prepared will be submitted through The Consultant for review and approval prior to being submitted to the City, NDOT and FHWA. The Consultant will be responsible for submitting all deliverables to the City, NDOT, and FHWA for approval.

- Deliverable: Prepare draft and final CEs, any environmental technical reports [i.e., Cultural Resource Survey Report(s), Biological Evaluation Report(s), and Section 404 field report(s).

230 Section 106 Compliance: Based on discussions with NDOT, The Consultant anticipates that the only major environmental issue needing further evaluation is the documentation of historic architectural properties (Section 106 compliance) and biological resources (ie: Mohave Desert tortoise) within the project. The Consultant's subconsultant, Louis-Berger, will verify this assumption during a site visit and will provide this information to the City and NDOT. Conduct a cultural resources literature search and surveys for the project area and complete the literature review and documentation for historic architectural properties (Louis-Berger).

- Deliverable: Draft and final Architectural Historic Survey Report for Section 106 Compliance.

235 Geotechnical Investigation: The Consultant through it's subconsultant shall conduct site visit, review existing Soil Maps of the Las Vegas Valley, and determine which areas require a geotechnical investigation for R-values to assist in pavement design, as directed by the City. Prepare report discussing findings and recommendations. Soil borings are not included unless provided in Exhibit "B" Additional Services.

240 Traffic Counts: Obtain 24-hour traffic counts for each roadway using traffic counters.

245 Sewer Evaluation: Video detection, analysis and defect location for repair of existing sanitary sewer lines: The sewer pipeline assessment shall use the grading system (PACP) developed by Nassco. A report for the condition of all sewer lines shall be produced. Videotape shall show manhole numbers that correlate to the manhole location map. Sewer manholes shall be numbered and located on a city street map. The videotape of the sewer system shall show the manhole numbers, at the beginning of each run, corresponding to the manhole location map. (Design and drafting of sewer repair shall be an additional service shown in exhibit B)

- Deliverable: Sewer line condition report. Sewer videotape, summary log and street map identifying the manhole locations by assigned number. Copies of plans shall be submitted to the utilities.

300 50% DESIGN AND CONSTRUCTION DOCUMENTS

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, 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. *Typical Roadway Sections*
4. *Roadway Plans and Profiles* showing centerline and ditch outlet elevations.
5. *Storm Drain Plans and Profiles* are not included unless provided for in Exhibit "B" "Additional Services."
6. *Pavement Marking Plans* are not included unless provided for in Exhibit "B" "Additional Services."
7. *Detail Drawings* for trench sections and other design and construction details, as required.

305 Cover Sheet, General Note Sheet Prepared in City format.

310 Survey Control Sheet Signed by a Nevada PLS. Provided by the City for Maps 14.

315 Typical Sections: Typical sections shall be prepared to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way. The scope of this work does not include geotechnical investigation to determine "R" values for pavement thickness, unless provided for in Exhibit "B" "Additional Services."

320 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.

325 Design Details: Design details shall be in the early development stages.

330 Quantity Tabulation Sheet: Show bid quantities on a sheet-to-sheet basis.

335 Draft Specifications: Draft specifications shall be prepared consisting of the Special Provisions modifying the Clark County Area Standard Specifications published by the

Regional Transportation Commission. The specifications shall address any bid item required for construction of the improvements shown on the plans.

- 340 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.

345 **50% Submittal**

- Deliverable: Ten (10) copies of 22" x 34" blue lines, bound specifications and cost estimate shall be submitted to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

400 **90% DESIGN AND CONSTRUCTION DOCUMENTS**

- 405 Walkthrough: Consultant shall schedule a walk through of the project with the CLV Project Manager after the 50% 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.

- Deliverable: Walk through meeting notes.

- 410 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.

- Deliverable: Ten (10) copies of 22" x 34" blue lines, bound specifications and cost estimate shall be submitted to the City. A status report of the NEPA documentation and ROW certification will also be submitted at this time. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

500 **FINAL DESIGN AND CONSTRUCTION DOCUMENTS**

- 505 Finalize Design and Construction Documents: Finalize plans, specifications and bid documents by incorporating comments received from the 99% submittal. The Consultant shall coordinate and obtain all utility signatures required on the Cover Sheet and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures.

Upon Agency approval, then submit final mylars and documents as noted:

- Deliverable: One (1) set of original mylars, unbound specifications and cost estimate shall be submitted to the City. The NEPA documentation and ROW certification will also be submitted. Electronic copies of both the plans (AutoCAD 2000 format) and specifications (Microsoft Word format) shall be provided to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. One copy of the plans shall be provided to each affected utility. Also, four (4) copies of

full size blue-lines and special provisions, and one (1) set of half-size plans shall be submitted to the City.

600 BID SERVICES

- 605 During the bidding process, the Consultant shall assist the City with the preparation of contract addenda. The Consultant shall provide addenda at no cost to the City if it is the result of "errors" by the Consultant that require revisions to the bid documents. Addenda items requested by the City due to design changes at no fault of the Consultant will be covered under Exhibit "B", "Additional Services".
- 610 As directed by the City, the Consultant shall answer bidder's questions.
- 615 Consultant shall attend the pre-bid conference.

ATTACHMENT 1

Road	Limit	Limit	Approx. Length LF	Approx. Width LF
1st Alley	Coolridge	Hoover	350	20
1st Alley	Hoover	Gass	350	20
Main Street Alley	Clark	Lewis	350	20
1st Alley	Garces	Bonneville	200	20
Main Street Alley	Carson	Fremont	250	20
Fremont Alley	Main	1st Street	150	20
Casino Center Alley	Coolridge	Hoover	230	20
Casino Center Alley	Hoover	Gass	350	20
Casino Center Alley	Gass	Garces	350	20
Casino Center Alley	Garces	Bonneville	170	20
3rd Street Alley	Hoover	Gass	175	20
3rd Street Alley	Gass	Garces	350	20
Las Vegas Blvd Alley	Charleston	Hoover	230	20
Las Vegas Blvd Alley	Gass	Garces	350	20
6th Street Alley	Hoover	Gass	350	20
6th Street Alley	Gass	Garces	125	20
6th Street Alley	Garces	Bonneville	175	20
6th Street Alley	Bonneville	Clark	350	20
6th Street Alley	Clark	Lewis	175	20
6th Street Alley	Lewis	Bridger	350	20
6th Street Alley	Stewart	Mesquite	400	20
7th Street Alley	Charleston	Gass	300	20
7th Street Alley	Gass	Garces	350	20
7th Street Alley	Garces	Bonneville	175	20
7th Street Alley	Stewart	Mesquite	350	20
7th Street Alley	Mesquite	US 95	125	20
8th Street Alley	Gass	Garces	350	20
8th Street Alley	Bonneville	Clark	350	20
8th Street Alley	Fremont	Ogden	350	20
8th Street Alley	Stewart	Mesquite	175	20
9th Street Alley	Stewart	Mesquite	475	20
9th Street Alley	Mesquite	Linden	350	20
10th Street Alley	Bridger	Carson	350	20
10th Street Alley	Ogden	Stewart	260	20
11th Street Alley	Fremont	Ogden	100	20
11th Street Alley	Ogden	Stewart	100	20
11th Street Alley	Stewart	US 95	375	20
Maryland Prwy Alley	Fremont	Ogden	225	20
Maryland Prwy Alley	Ogden	Stewart	140	20
Fremont Alley	Maryland	13th	265	20
Marlin Alley	Bruce	19th	175	20
7th Street Alley	Stewart	Mesquite	350	20
7th Street Alley	Mesquite	US 95	125	20
8th Street Alley	Stewart	Mesquite	175	20
10th Street Alley	Bridger	Carson	350	20

ATTACHMENT 1

10th Street Alley	Ogden	Stewart	275	20
9th Street Alley	Stewart	US 95	590	20
9th Street Alley	US 95	Linden	175	20
9th Street Alley	Bonanza	Wilson	500	20
9th Street Alley	Wilson	Harris	500	20
10th Street Alley	Bonanza	Wilson	500	20
10th Street Alley	Wilson	Harris	400	20
11th Street Alley	Fremont	Ogden	100	20
11th Street Alley	Ogden	Stewart	100	20
11th Street Alley	Stewart	US 95	350	20
Fremont Alley	Maryland	13th	275	20
Maryland Prwy Alley	Fremont	Ogden	250	20
Maryland Prwy Alley	Ogden	Stewart	125	20
14th Street Alley	Ogden	Stewart	100	20
Stewart Avenue Alley	Bruce	19th	525	20
Stewart Avenue Alley	19th	21st	525	20
Stewart Avenue Alley	21st	23rd	525	20
Ash Avenue Alley	21st	23rd	525	20
Ogden Avenue Alley	21st	23rd	525	20
Cincinnati Avenue Alley	Tam	Fairfield	400	20
Cleveland Avenue Alley	Tam	Fairfield	400	20
Baltimore Avenue Alley	Tam	Fairfield	400	20
St. Louis Avenue Alley	Tam	Fairfield	400	20
Philadelphia Avenue Alley	Tam	Fairfield	400	20
Chicago Avenue Alley	Tam	Fairfield	325	20
Tam Drive Alley	Cincinnati	Cleveland	150	20
Tam Drive Alley	Cleveland	Baltimore	250	20
Tam Drive Alley	Baltimore	Boston	250	20
Philadelphia Avenue Alley	Fairfield	Commerce	100	20
Chicago Avenue Alley	Fairfield	Commerce	320	20
Fairfield Avenue Alley	Chicago	New York	125	20
Fairfield Avenue Alley	Wyoming	Utah	175	20
Commerce Avenue Alley	Utah	Imperial	250	20
Commerce Avenue Alley	Imperial	Colorado	225	20
Commerce Avenue Alley	Colorado	California	350	20
Commerce Avenue Alley	California	Charleston	225	20
Wall Street Alley	I 15	UPRR	300	20
California Street Alley	Commerce	Main	150	20
Main Street Alley	Oakey	Wyoming	250	20
Main Street Alley	Imperial	Colorado	350	20
Main Street Alley	Colorado	California	420	20
Casino Center Alley	Utah	Imperial	445	20
Casino Center Alley	Imperial	Colorado	350	20
Casino Center Alley	Colorado	Charleston	350	20
Las Vegas Blvd Alley	St. Louis	Oakey	620	20
7th Street Alley	Bracken	Franklin	310	20
8th Street Alley	Bracken	Franklin	310	20
Lacy Lane Alley	Palomino	Alta	1200	20
Kenny Way Alley	Palomino	Alta	1200	20

ATTACHMENT 1

Hamilton Lane	Tonopah	Rose	575	32
Tioga Way	Hickham	Helena	225	32
Via Olivero Avenue	Ranch House	Cimarron	440	32
Delhi Avenue	Buffalo	Tioga	100	32
Hickam Avenue	Park	Tee Pee	600	32
Bright Angel Way	El Capitan	Riley	375	32
Azure	Queen Irene	Juliano	250	32
Tropical Prkwy	Bronta Vista	Durango	375	32
LaMancha Way	Bronta Vista	Durango	175	32
Rebecca Road	Ann	El Campo Grande	1350	32
Brent Lane	El Capitan	Four Views	225	32
Guy Avenue	El Capitan	Four Views	500	32
Four Views	Horse	Guy	550	32
Bronco Street	El Campo Grande	Corbett	750	32
Edward Avenue Alley	Jones	Rancho	325	20
Edward Avenue	Gowan	Duncan	225	32
Leon Avenue	Hickham	Craig	400	32
Helen Avenue	Hickham	Doc Holiday	250	32
Winter Avenue	Bradley	Thom	950	32
Horse Drive	Rainbow	Jones	2160	32
Meisenheimer Avenue	Mustang	Jones	800	32
Maverick Street	Racel	Horse	600	32
Torrey Pines Drive	Horse	Iron Mt.	850	32
Iron Mt. Road	Torrey Pines	Jones	1050	32
Luttg Street	Maggie	Iron Mt.	275	32
Jones Boulevard	Iron Mt.	Log Cabin	1380	32
Bradley Road	Iron Mt.	Gilbert	550	32
Decatur Boulevard	Iron Mt.	Log Cabin	1320	32
Log Cabin Way	El Capitan	Four Views	750	32
Eisner Drive	Maverick	Jones	800	32
Maverick Street	Rome	Deer Springs	800	32
Deer Springs Way	Thom	Decatur	800	32
Donald Road	Thom	Decatur	1100	12

**EXHIBIT B
ADDITIONAL SERVICES
PM10/CMAQ Funded Paving Project**

The following services are to be performed only when authorized in writing by the City.

Task	Description of Additional Service
905	Title Reports/Legal Descriptions: The Consultant shall obtain title reports and write legal descriptions in locations where additional right-of-way or easements are required, as directed by the City.
910	Environmental Services: If NDOT/FHWA requires for NEPA compliance, conduct visual resources analysis, socio-economic analysis, and agency & public scoping.
915	Geotechnical Investigation: Conduct soil borings (\$800 each) to a maximum of 5 feet depth and perform R-Value, Atterberg Limits, and sieve analyses.
920	NDOT Right-of-Way Occupancy Permit: The Consultant shall coordinate and prepare an NDOT encroachment permit application and color-coded drawings for improvements, as directed by the City.
925	Additional Sewer Video and Evaluation: If additional sewer lengths are added to be evaluated, the cost will be at \$2.05 per linear foot.
930	Additional Survey: As directed by the City for spot elevations, utility, or additional pavement elevations for intersections.
935	Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
940	Potholing: Obtaining utility pothole information for subsurface utilities.
945	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 inches.
950	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant.
955	Construction Support: Consultant shall provide review of shop drawings on a time and material basis at the discretion of the City. Consultant to attend pre-construction conference if directed by the City. At City direction, Consultant to make biweekly visits to the construction site to observe progress of the work, and consult with the City and the Contractor concerning any problems or design related issues.
875	Pre-Construction Conference: Consultant to attend pre-construction conference if directed by the City.
880	Construction Visits: At City direction, Consultant to make biweekly visits to the construction site to observe progress of the work, and consult with the City and the Contractor concerning any problems or design related issues. Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. At the direction of the City, receive and review tests and approvals, which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to the City. Evaluate and report on tests results including concrete, soil and any other subject that may be required by the specifications.
885	Request for Information (RFI): Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. When requested by the City, provide documentation and assistance for City's processing of change orders.

EXHIBIT B
ADDITIONAL SERVICES - continued

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

EXHIBIT C
MANHOUR ESTIMATE
PM10/CMAQ Funded Paving Project

TASK	DESCRIPTION					HOURS SUBTOTAL
		P	PM	PE	CADD	
100	PRELIMINARY AND GENERAL ITEMS					
105	Kick Off Meeting	8	8	4		20
110	Progress Meetings (12 mtgs)	20	16			36
115	Utility/Agency/Project Coordination	120	90	45	55	310
	SUBTOTAL	148	114	49	55	366
200	PRELIMINARY ENGINEERING					
205	Inventory of Non-Paved Roads	8	40	40		88
210	Survey (Maps 5-10)	15	100		220	335
215	Drainage Analysis	5	10		80	95
220	ROW Coordination	1	2	4		7
225	Environmental CE Coordination	4	60	20		84
230	Section 106 Coordination	2	20	10		32
235	Geotechnical Coordination	1	2			3
240	Traffic Counts Coordination	1	2		4	7
245	Sewer Video and Evaluation Coord.	1	4			5
	SUBTOTAL	38	240	74	304	656
300	50% DESIGN AND CONSTRUCTION DOCUMENTS					
305	Cover Sheet, General Note Sheet	8	16	8	4	36
310	Survey Control Sheets	2	20		80	102
315	Typical Sections	5	20	10	5	40
320	Roadway Plan and Profiles	40	180	580	475	1,275
325	Design Details	5	20	10	5	40
330	Quantity Tabulation Sheet	10	60	10	60	140
335	Draft Specifications	40	20	30	30	120
340	Cost Estimate	10	20	10		40
	SUBTOTAL	120	356	658	659	1,793
400	99% DESIGN AND CONSTRUCTION DOCUMENTS					
405	Walkthrough	20	20	10		50
410	Revise Design and Construction Documents	10	120	60	80	270
	SUBTOTAL	30	140	70	80	320
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS					
505	Finalize Design and Construction Documents	10	80	60	40	190
600	BID SERVICES					
605	Addenda	14	14	6		34
610	Respond to Bidders' Questions	2	2	2		6
615	Attend Pre-Bid Conference	8	8	4		20
	SUBTOTAL	24	24	12	0	60
	SUBTOTAL	370	954	923	1,138	3,385
800	SUBCONSULTANT SERVICES					
805	Environmental Categorical Exclusion					0
810	Section 106 Compliance					0
815	Geotechnical					0
820	Traffic Counts					0
825	Sewer Video and Rating Report					0
	SUBTOTAL - SubConsultants	0	0	0	0	0
900	ADDITIONAL SERVICES					
905	Title Reprots/Legal Descriptions	4	8			12
910	Environmental Services	4	10			14
915	Geotechnical Investigation (20 borings @ \$800 ea.)	4	8			12
920	NDOT ROW Occupancy Permit	4	12	40	10	66
925	Additional Sewer Video Evaluation	4				4
930	Additional Survey	8	80		40	128
935	Additional Design Services	20	80	80	20	200
940	Potholing (16 holes @ \$600)	2		12		14
945	Utility Relocation	20	40	16		76
950	Addenda	6	20	20	10	56
955	Construction Support	10	45	25		80
	SUBTOTAL - Additional Services	86	303	193	80	662
	GRAND TOTAL	456	1,257	1,116	1,218	4,047

EXHIBIT D
COST DERIVATION AND HOURLY FEE SCHEDULE
PM10/CMAQ Funded Paving Project

TASK	DESCRIPTION	Principal	PM	PE	CADD	Direct Expenses	Lump Sum Task Amounts
		\$ 135.00	\$ 92.00	\$ 87.00	\$ 74.00		
100	PRELIMINARY AND GENERAL ITEMS						
105	Kick Off Meeting	\$ 1,080.00	\$ 736.00	\$ 348.00	\$ -		\$ 2,164.00
110	Progress Meetings (12 mtgs)	\$ 2,700.00	\$ 1,472.00	\$ -	\$ -		\$ 4,172.00
115	Utility/Agency/Project Coordination	\$ 16,200.00	\$ 8,280.00	\$ 3,915.00	\$ 4,070.00	\$ 500.00	\$ 32,965.00
	SUBTOTAL	\$ 19,980.00	\$ 10,488.00	\$ 4,263.00	\$ 4,070.00	\$ 500.00	\$ 39,301.00
200	PRELIMINARY ENGINEERING						
205	Inventory of Non-Paved Roads	\$ 1,080.00	\$ 3,680.00	\$ 3,480.00	\$ -		\$ 8,240.00
210	Survey (Maps 5-10)	\$ 2,025.00	\$ 9,200.00	\$ -	\$ 16,280.00		\$ 27,505.00
215	Drainage Analysis	\$ 675.00	\$ 920.00	\$ -	\$ 5,920.00		\$ 7,515.00
220	ROW Coordination	\$ 135.00	\$ 184.00	\$ 348.00	\$ -		\$ 667.00
225	Environmental CE Coordination	\$ 540.00	\$ 5,520.00	\$ 1,740.00	\$ -	\$ 1,500.00	\$ 9,300.00
230	Section 106 Coordination	\$ 270.00	\$ 1,840.00	\$ 870.00	\$ -	\$ 500.00	\$ 3,480.00
235	Geotechnical Coordination	\$ 135.00	\$ 184.00	\$ -	\$ -		\$ 319.00
240	Traffic Counts Coordination	\$ 135.00	\$ 184.00	\$ -	\$ 298.00		\$ 615.00
245	Sewer Video and Evaluation Coord.	\$ 135.00	\$ 368.00	\$ -	\$ -		\$ 503.00
	SUBTOTAL	\$ 5,130.00	\$ 22,080.00	\$ 6,438.00	\$ 22,498.00	\$ 2,000.00	\$ 58,144.00
300	50% DESIGN AND CONSTRUCTION DOCUMENTS						
305	Cover Sheet, General Note Sheet	\$ 1,080.00	\$ 1,472.00	\$ 696.00	\$ 298.00		\$ 3,544.00
310	Survey Control Sheets	\$ 270.00	\$ 1,840.00	\$ -	\$ 5,920.00		\$ 8,030.00
315	Typical Sections	\$ 675.00	\$ 1,840.00	\$ 870.00	\$ 370.00		\$ 3,755.00
320	Roadway Plan and Profiles	\$ 5,400.00	\$ 16,560.00	\$ 50,460.00	\$ 35,150.00	\$ 2,000.00	\$ 109,570.00
325	Design Details	\$ 675.00	\$ 1,840.00	\$ 870.00	\$ 370.00		\$ 3,755.00
330	Quantity Tabulation Sheet	\$ 1,350.00	\$ 5,520.00	\$ 870.00	\$ 4,440.00		\$ 12,180.00
335	Draft Specifications	\$ 5,400.00	\$ 1,840.00	\$ 2,610.00	\$ 2,220.00		\$ 12,070.00
340	Cost Estimate	\$ 1,350.00	\$ 1,840.00	\$ 870.00	\$ -		\$ 4,060.00
	SUBTOTAL	\$ 18,200.00	\$ 32,752.00	\$ 57,248.00	\$ 48,768.00	\$ 2,000.00	\$ 156,964.00
400	99% DESIGN AND CONSTRUCTION DOCUMENTS						
405	Walkthrough	\$ 2,700.00	\$ 1,840.00	\$ 870.00	\$ -	\$ 500.00	\$ 5,910.00
410	Revise Design and Construction Documents	\$ 145.00	\$ 11,040.00	\$ 5,220.00	\$ 5,920.00	\$ 1,320.00	\$ 23,645.00
	SUBTOTAL	\$ 2,845.00	\$ 12,880.00	\$ 6,090.00	\$ 5,920.00	\$ 1,820.00	\$ 29,555.00
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS						
505	Finalize Design and Construction Documents	\$ 1,350.00	\$ 7,360.00	\$ 5,220.00	\$ 2,960.00	\$ 3,000.00	\$ 19,890.00
600	BID SERVICES						
605	Addenda	\$ 1,890.00	\$ 1,288.00	\$ 522.00	\$ -	\$ 100.00	\$ 3,800.00
610	Respond to Bidders' Questions	\$ 270.00	\$ 184.00	\$ 174.00	\$ -		\$ 628.00
615	Attend Pre-Bid Conference	\$ 1,080.00	\$ 736.00	\$ 348.00	\$ -		\$ 2,164.00
	SUBTOTAL	\$ 3,240.00	\$ 2,208.00	\$ 1,044.00	\$ -	\$ 100.00	\$ 6,592.00
	BASIC SERVICE TOTAL	\$ 48,745.00	\$ 87,768.00	\$ 80,301.00	\$ 84,212.00	\$ 9,420.00	\$ 310,448.00
800	SUBCONSULTANT SERVICES						
805	Environmental Categorical Exclusion	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00
810	Section 106 Compliance	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
815	Geotechnical	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
820	Traffic Counts	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00
825	Sewer Video and Rating Report	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00
	SUBCONSULTANT BASIC SERVICE TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 155,000.00	\$ 155,000.00
	BASIC SERVICES TOTAL						\$ 465,448.00
900	ADDITIONAL SERVICES						
905	Title Reprots/Legal Descriptions	\$ 540.00	\$ 736.00	\$ -	\$ -	\$ 1,500.00	\$ 2,776.00
910	Environmental Services	\$ 540.00	\$ 920.00	\$ -	\$ -	\$ 15,000.00	\$ 16,460.00
915	Geotechnical Investigation (20 borings @ \$800 ea.)	\$ 540.00	\$ 736.00	\$ -	\$ -		\$ 1,276.00
920	NDOT ROW Occupancy Permit	\$ 540.00	\$ 1,104.00	\$ 3,480.00	\$ 740.00		\$ 5,864.00
925	Additional Sewer Video Evaluation	\$ 540.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,540.00
930	Additional Survey	\$ 1,080.00	\$ 7,360.00	\$ -	\$ 2,960.00	\$ 100.00	\$ 11,500.00
935	Additional Design Services	\$ 2,700.00	\$ 7,360.00	\$ 6,980.00	\$ 1,480.00		\$ 18,500.00
940	Potholing (16 holes @ \$800)	\$ 270.00	\$ -	\$ 1,044.00	\$ -	\$ 9,600.00	\$ 10,914.00
945	Utility Relocation	\$ 2,700.00	\$ 3,680.00	\$ 1,392.00	\$ -	\$ 150.00	\$ 7,922.00
950	Addenda	\$ 810.00	\$ 1,840.00	\$ 1,740.00	\$ 740.00	\$ 50.00	\$ 5,160.00
955	Construction Support	\$ 1,350.00	\$ 4,140.00	\$ 2,175.00	\$ -	\$ 51.00	\$ 7,716.00
	SUBTOTAL	\$ 11,610.00	\$ 27,876.00	\$ 16,791.00	\$ 5,820.00	\$ 30,451.00	\$ 92,648.00
	Additional Service Labor Total						\$ 92,648.00
	ADDITIONAL SERVICES TOTAL						\$ 92,648.00
	GRAND TOTAL						\$ 558,094.00

P - Principal; PM - Project Manager; CADD - CADD Operator; PE - Project Engineer

EXHIBIT E - DESIGN SCHEDULE PM10/CMAQ Funded Paving Project

ID	Task Name	Duration	Start	Finish	Qtr 4, 2002	Qtr 1, 200	Qtr 2, 200	Qtr 3, 2003	Qtr								
					Oct	o	Dec	Jan	e	Mar	Apr	a	Jun	Jul	Au	e	Oct
1	Notice to Proceed	0 days	Wed 11/20/02	Wed 11/20/02		11/20											
2	Kick Off Meeting	1 day	Fri 12/6/02	Fri 12/6/02													
3																	
4	PRELIMINARY ENGINEERING	27 days	Wed 12/11/02	Tue 1/28/03													
5	Inventory of Roads	4 wks	Wed 12/11/02	Fri 1/17/03													
6	Drainage Analysis	3 wks	Mon 12/16/02	Wed 1/15/03													
7	ROW Coordination	3 wks	Mon 1/6/03	Fri 1/24/03													
8	Submit plans to Utilities	2 days	Mon 1/27/03	Tue 1/28/03													
9																	
10	ENVIRONMENTAL PROCESS (MAPS 1 -10)	110 days	Mon 12/16/02	Wed 5/28/03													
11	Cultural Resource Surveys & SHPO Consultation	12 wks	Mon 12/16/02	Wed 3/19/03													
12	NEPA Field Review & Document Preparation	7 wks	Mon 12/16/02	Wed 2/12/03													
13	CLV Review & Initial Approval	2 wks	Thu 2/20/03	Wed 3/5/03													
14	Submit NEPA documents to NDOT	1 wk	Thu 3/13/03	Wed 3/19/03													
15	NEPA Review by NDOT	4 wks	Thu 3/20/03	Wed 4/16/03													
16	NDOT submit to FHWA	1 wk	Thu 4/17/03	Wed 4/23/03													
17	FHWA Review	4 wks	Thu 4/24/03	Wed 5/21/03													
18	Receive NEPA Approval of Documents	1 wk	Thu 5/22/03	Wed 5/28/03													
19																	
20	50% DESIGN PHASE 1 (ALLEYS, MAPS 1-4)	45 days	Mon 12/16/02	Wed 2/26/03													
21	Prepare Plans, Specs. & Estimate	8 wks	Mon 12/16/02	Wed 2/19/03													
22	QA/QC Review	1 wk	Thu 2/20/03	Wed 2/26/03													
23	50% Submittal to CLV, RTC, & NDOT	0 days	Wed 2/26/03	Wed 2/26/03													
24																	
25	Agency Review of Documents	3 wks	Thu 2/27/03	Wed 3/19/03													
26																	

Date: Thu 10/24/02

Task

Critical Task

Progress

Milestone

Summary



Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

Split



External Tasks

Project Summary

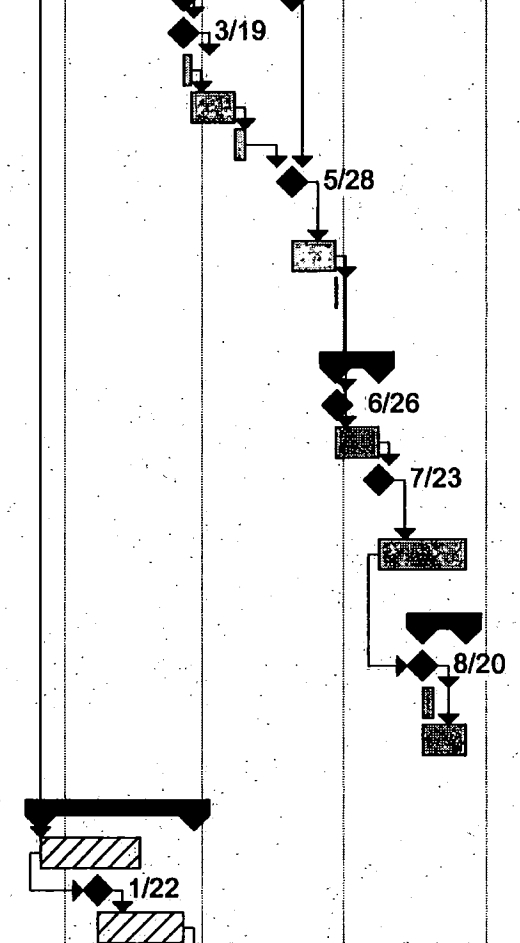
External Milestone

Deadline



EXHIBIT E - DESIGN SCHEDULE PM10/CMAQ Funded Paving Project

ID	Task Name	Duration	Start	Finish	Qtr 4, 2002		Qtr 1, 200		Qtr 2, 200		Qtr 3, 2003		Qtr	
					Oct	o	Dec	Jan	e	Mar	Apr	a	Jun	Jul
27	90% DESIGN - PHASE	50 days	Wed 3/19/03	Wed 5/28/03										
28	Receive Agency Comments	0 days	Wed 3/19/03	Wed 3/19/03										
29	Walkthrough	3 days	Thu 3/20/03	Mon 3/24/03										
30	Revise Design and Construction Documents	4 wks	Tue 3/25/03	Mon 4/21/03										
31	QA/QC Review	1 wk	Tue 4/22/03	Mon 4/28/03										
32	90% Submittal to CLV, RTC, & NDOT	0 days	Wed 5/28/03	Wed 5/28/03										
33														
34	Agency Review of Documents	4 wks	Thu 5/29/03	Wed 6/25/03										
35	CLV B&C Review Meeting	1 day	Thu 6/26/03	Thu 6/26/03										
36														
37	FINAL SUBMITTAL - PHASE 1	20 days	Thu 6/26/03	Wed 7/23/03										
38	Receive Agency Comments	0 days	Thu 6/26/03	Thu 6/26/03										
39	Finalize Design and Construction Documents	4 wks	Thu 6/26/03	Wed 7/23/03										
40	Final Submittal to CLV	0 days	Wed 7/23/03	Wed 7/23/03										
41														
42	Advertise Phase 1	8 wks	Thu 7/24/03	Wed 9/17/03										
43														
44	BID SERVICES - PHASE 1	20 days	Wed 8/20/03	Wed 9/17/03										
45	Attend Pre-bid Conference	0 days	Wed 8/20/03	Wed 8/20/03										
46	Addenda	1 wk	Thu 8/21/03	Wed 8/27/03										
47	Respond to bidder questions	4 wks	Thu 8/21/03	Wed 9/17/03										
48														
49	50% DESIGN PHASE 2 (RURAL, MAPS 5-10)	65 days	Mon 12/16/02	Wed 3/26/03										
50	Survey & Mapping (Maps 5-10)	8 wks	Mon 12/16/02	Wed 2/19/03										
51	Begin Receiving Base Mapping	0 days	Wed 1/22/03	Wed 1/22/03										
52	Prepare Plans, Specs. & Estimate	8 wks	Thu 1/23/03	Wed 3/19/03										



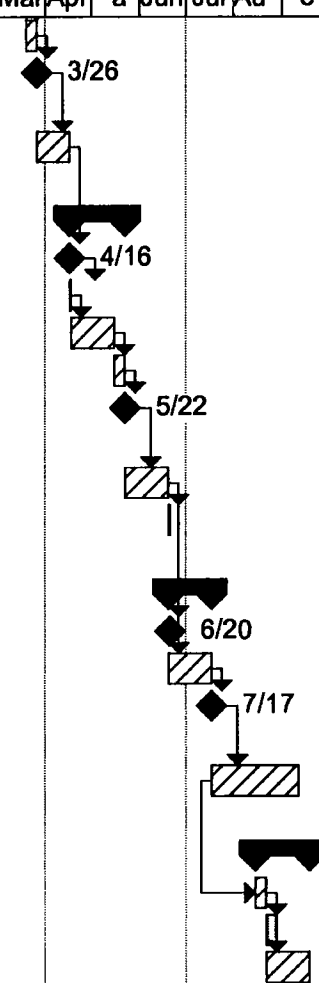
Date: Thu 10/24/02	Task		Rolled Up Task		External Tasks	
	Critical Task		Rolled Up Critical Task		Project Summary	
	Progress		Rolled Up Milestone		External Milestone	
	Milestone		Rolled Up Progress		Deadline	
	Summary		Split			

EXHIBIT E - DESIGN SCHEDULE **PM10/CMAQ Funded Paving Project**

ID	Task Name	Duration	Start	Finish	Qtr 4, 2002			Qtr 1, 200			Qtr 2, 200			Qtr 3, 2003			Qtr
					Oct	o	Dec	Jan	e	Mar	Apr	a	Jun	Jul	Au	e	Oct
53	QA/QC Review	1 wk	Thu 3/20/03	Wed 3/26/03													
54	50% Submittal to CLV, RTC, & NDOT	0 days	Wed 3/26/03	Wed 3/26/03													
55																	
56	Agency Review of Documents	3 wks	Thu 3/27/03	Wed 4/16/03													
57																	
58	90% DESIGN - PHASE 2	26 days	Wed 4/16/03	Thu 5/22/03													
59	Receive Agency Comments	0 days	Wed 4/16/03	Wed 4/16/03													
60	Walkthrough	1 day	Thu 4/17/03	Thu 4/17/03													
61	Revise Design and Construction Documents	4 wks	Fri 4/18/03	Thu 5/15/03													
62	QA/QC Review	1 wk	Fri 5/16/03	Thu 5/22/03													
63	90% Submittal to CLV, RTC, & NDOT	0 days	Thu 5/22/03	Thu 5/22/03													
64																	
65	Agency Review of Documents	4 wks	Fri 5/23/03	Thu 6/19/03													
66	CLV B&C Review Meeting	1 day	Fri 6/20/03	Fri 6/20/03													
67																	
68	FINAL SUBMITTAL - PHASE 2	20 days	Fri 6/20/03	Thu 7/17/03													
69	Receive Agency Comments	0 days	Fri 6/20/03	Fri 6/20/03													
70	Finalize Design and Construction Documents	4 wks	Fri 6/20/03	Thu 7/17/03													
71	Final Submittal to CLV	0 days	Thu 7/17/03	Thu 7/17/03													
72																	
73	Advertise Phase 2	8 wks	Fri 7/18/03	Thu 9/11/03													
74																	
75	BID SERVICES - PHASE 2	25 days	Fri 8/15/03	Thu 9/18/03													
76	Attend Pre-bid Conference	1 wk	Fri 8/15/03	Thu 8/21/03													
77	Addenda	1 wk	Fri 8/22/03	Thu 8/28/03													
78	Respond to bidder questions	4 wks	Fri 8/22/03	Thu 9/18/03													

The Gantt chart visualizes the project schedule across quarters. It shows the following task durations and dependencies:

- Task 53:** QA/QC Review (1 wk, Thu 3/20/03 to Wed 3/26/03)
- Task 54:** 50% Submittal to CLV, RTC, & NDOT (0 days, Wed 3/26/03 to Wed 3/26/03)
- Task 56:** Agency Review of Documents (3 wks, Thu 3/27/03 to Wed 4/16/03)
- Task 58:** 90% DESIGN - PHASE 2 (26 days, Wed 4/16/03 to Thu 5/22/03)
- Task 59:** Receive Agency Comments (0 days, Wed 4/16/03 to Wed 4/16/03)
- Task 60:** Walkthrough (1 day, Thu 4/17/03 to Thu 4/17/03)
- Task 61:** Revise Design and Construction Documents (4 wks, Fri 4/18/03 to Thu 5/15/03)
- Task 62:** QA/QC Review (1 wk, Fri 5/16/03 to Thu 5/22/03)
- Task 63:** 90% Submittal to CLV, RTC, & NDOT (0 days, Thu 5/22/03 to Thu 5/22/03)
- Task 65:** Agency Review of Documents (4 wks, Fri 5/23/03 to Thu 6/19/03)
- Task 66:** CLV B&C Review Meeting (1 day, Fri 6/20/03 to Fri 6/20/03)
- Task 68:** FINAL SUBMITTAL - PHASE 2 (20 days, Fri 6/20/03 to Thu 7/17/03)
- Task 69:** Receive Agency Comments (0 days, Fri 6/20/03 to Fri 6/20/03)
- Task 70:** Finalize Design and Construction Documents (4 wks, Fri 6/20/03 to Thu 7/17/03)
- Task 71:** Final Submittal to CLV (0 days, Thu 7/17/03 to Thu 7/17/03)
- Task 73:** Advertise Phase 2 (8 wks, Fri 7/18/03 to Thu 9/11/03)
- Task 75:** BID SERVICES - PHASE 2 (25 days, Fri 8/15/03 to Thu 9/18/03)
- Task 76:** Attend Pre-bid Conference (1 wk, Fri 8/15/03 to Thu 8/21/03)
- Task 77:** Addenda (1 wk, Fri 8/22/03 to Thu 8/28/03)
- Task 78:** Respond to bidder questions (4 wks, Fri 8/22/03 to Thu 9/18/03)



Date: Thu 10/24/02	Task		Rolled Up Task		External Tasks	
	Critical Task		Rolled Up Critical Task		Project Summary	
	Progress		Rolled Up Milestone		External Milestone	
	Milestone		Rolled Up Progress		Deadline	
	Summary		Split			

EXHIBIT F - INVOICE FORMAT

TO: CITY OF LAS VEGAS
 400 East Stewart Avenue
 Las Vegas, Nevada 89101
Attention: Denis Atwood, P.E.

AZTEC Engineer
 3320 North Buffalo
 Las Vegas, Nevada

Project Name: PM10/CMAQ Roadway Improvements Phase 2

Date: _____

Invoice #: _____

Job #: _____

Item	Contract Task #	Contract Task Amount	% of task completed	\$ Amount of task billed this period	\$ of task bill to date	\$ Amount of task remaining
	105					
	110					
	115					
	205					
	210					
	215					
	220					
	225					
	230					
	235					
	240					
	245					
	305					
	310					
	315					
	320					
	325					
	330					
	335					
	340					
	405					
	410					
	505					
	605					
	610					
	615					
	805					
	810					
	815					
	820					
	825					
	90X					
	totals	\$ -		\$ -	\$ -	\$ -

Amount of tasks billed this period

<5% Retention>

TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date

Total Amount of Contract (Base services + change orders)

Amount Tasks Remaining In Contract

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	<u>Contracting Entity</u>
AZTEC Engineering	
<u>Name</u> 3320 North Buffalo, Suite 106 Las Vegas, Nevada 89192	
<u>Address</u> 702-396-3426	
<u>Telephone</u> TAX ID# 86-1004649	
EIN or DUNS	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> PM10/CMAQ Funded Paving Project	
RFP #	

Block 3	<u>Type of Business</u>
☐ 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.	Hemant Patel	5235 South 39 th Street Phoenix, Arizona 85040	602-454-0402
2.	Allen Pavelka	3320 North Buffalo Drive, Ste 106 Las Vegas, Nevada 89129	702-396-3426
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Allen E. Pavelka

Name Allen E. Pavelka
Vice President

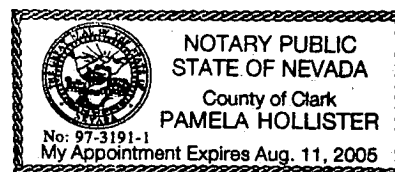
10-24-02

Date

Subscribed and sworn to before me this 24th day of

October, 2002.

Pamela Hollister
Notary Public



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	<u>Contracting Entity</u>
Name Aztec Engineering Group, Inc.	
Address 3320 N. Buffalo Drive, Suite 106, Las Vegas, NV 89129	
Telephone (702) 396-3426	
EIN or DUNS: 86-1001208	

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	<u>Type of Business</u>			
☐ 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.	HVP Trust I	6610 E. Meadowlark Lane Paradise Valley, AZ 85253	(602) 454-0402
2.	Aztec Engineering Group, Inc. Employee Stock Ownership Plan	6610 E. Meadowlark Lane Paradise Valley, AZ 85253	(602) 454-0402
3.	Hemant K. Patel, P.E.	3747 E. Grove Street Phoenix, AZ 85040	(602) 454-0402
4.	Peter F. Hemingway	3747 E. Grove Street Phoenix, AZ 85040	(602) 454-0402
5.	Robert L. Lemke, Jr., P.E.	3747 E. Grove Street Phoenix, AZ 85040	(602) 454-0402
6.	Neal Deacon	3747 E. Grove Street Phoenix, AZ 85040	(602) 454-0402
7.	Robert S. Wolpert	3747 E. Grove Street Phoenix, AZ 85040	(602) 454-0402
8.	Franklin Sherkow, P.E.	625 Fair Oaks Avenue, Suite 101 South Pasadena, CA 91030	(626) 441-4649
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: _____

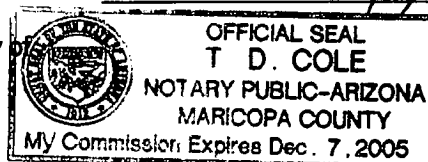
Number of Pages: _____

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.

Subscribed and sworn to before me this 1st day of

December, 2002

T D Cole
Notary Public



Name _____

12/1/03
Date

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from Todd Holzer on behalf of Durango 215, LLC, owner (area bound by Durango Drive, Deer Springs Way, Riley Street, and Rome Boulevard) - Ward 6 (Mack)

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

The proposed encroachment consists of landscaping adjacent to the property line of the area bound by Durango Drive, Deer Springs Way, Riley Street, and Rome Boulevard including landscaping of the medians on Durango Drive north of the Beltway intersection consisting of trees, shrubs, rock ground cover, and an irrigation system to satisfy a condition of Z-0076-98(34) and to meet Town Center landscaping requirements for the proposed Montecito Lifestyle Center. 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" (Durango Drive between the Beltway and Deer Springs Way)
2. Copy of Encroachment Exhibit "B" (Deer Springs Way between Durango Drive and Riley Street)
3. Copy of Encroachment Exhibit "C" (Riley Street between Deer Springs Way and Rome Boulevard)
4. Copy of Encroachment Exhibit "D" (Rome Boulevard west of Riley Street)

MOTION:

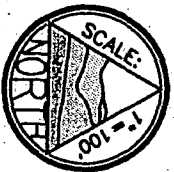
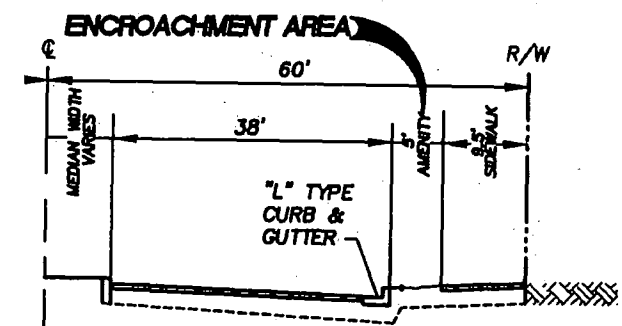
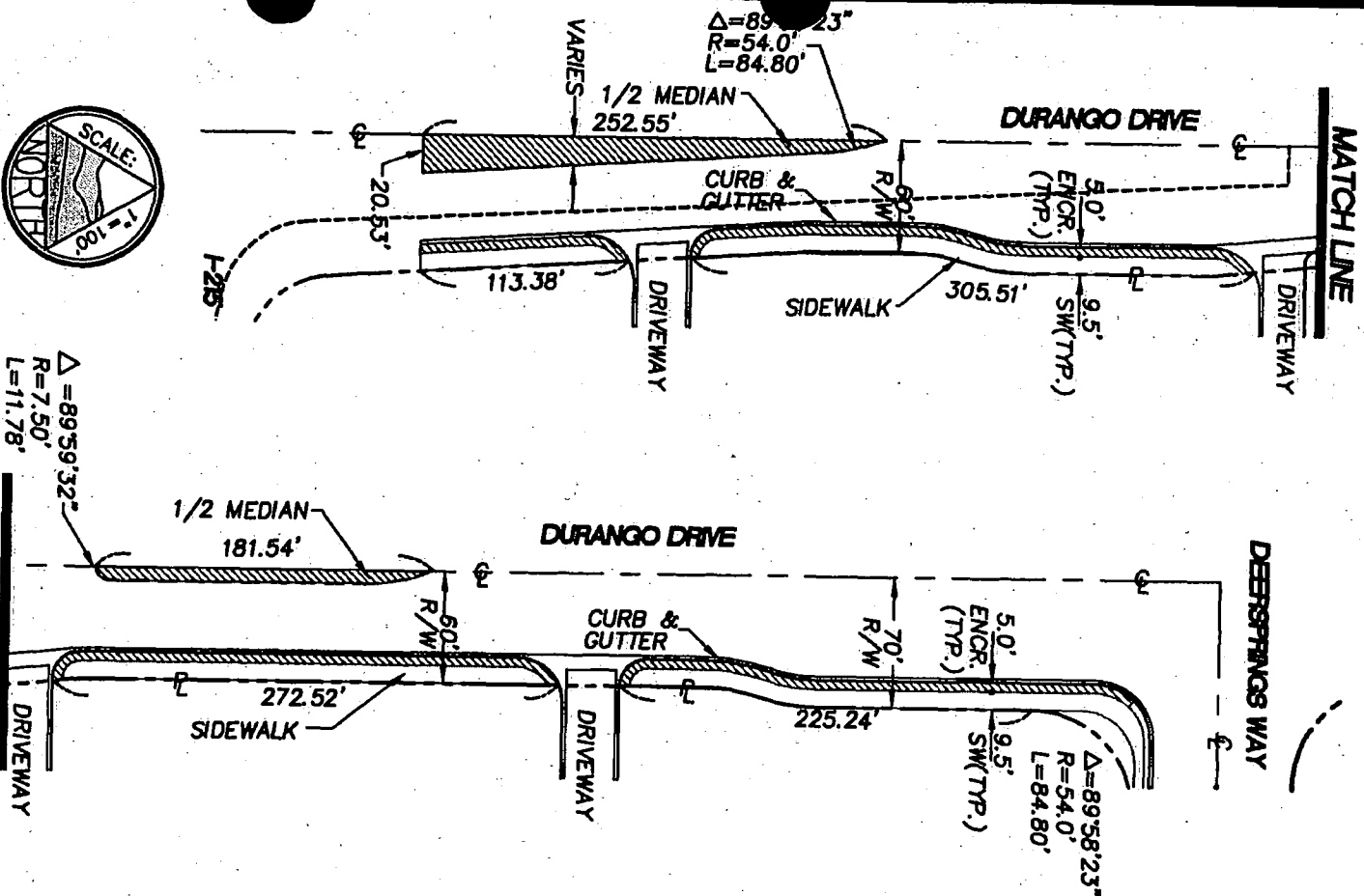
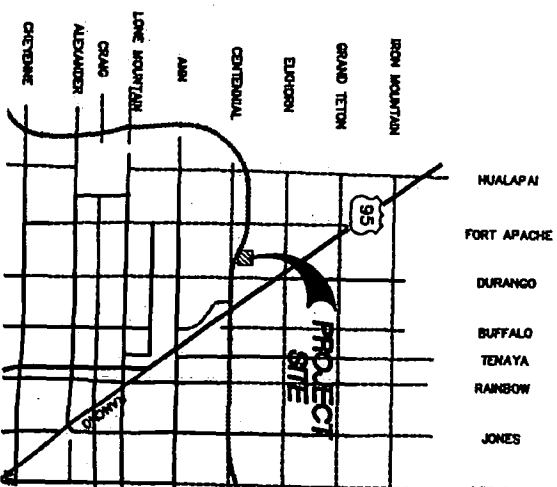
REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792



LEGEND

AREA OF ENCROACHMENT

EXHIBIT A

PROJECT NO.

079.01001

MONTECITO LIFESTYLE CENTER

DURANGO DRIVE ENCROACHMENT

SHEET

1

OF 1



PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

1001 S. GILBERT RD., STE. A-3 LAS VEGAS, NEVADA 89145

TEL: (702) 228-8163 FAX: (702) 228-8164

SCALE (H): 1"=100'

SCALE (V): SCALE

DRAWN: HW

DESIGN: JK

CHECKED: DH

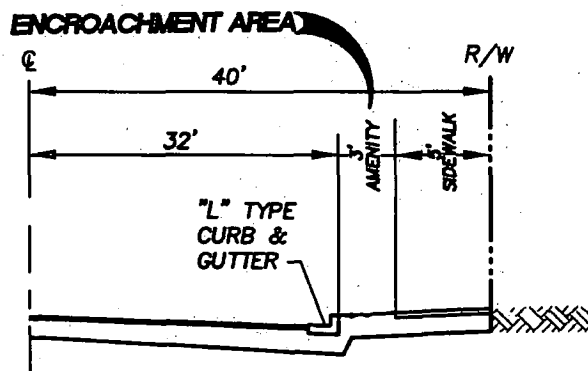
DATE: 10/08/02

LEGEND

 AREA OF ENCROACHMENT

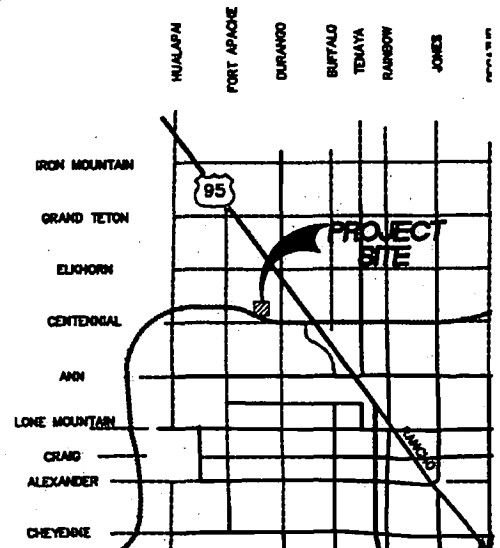
EXHIBIT

B



DEER SPRINGS
NOT TO SCALE

TYPICAL 1/2 WIDTH SECTION

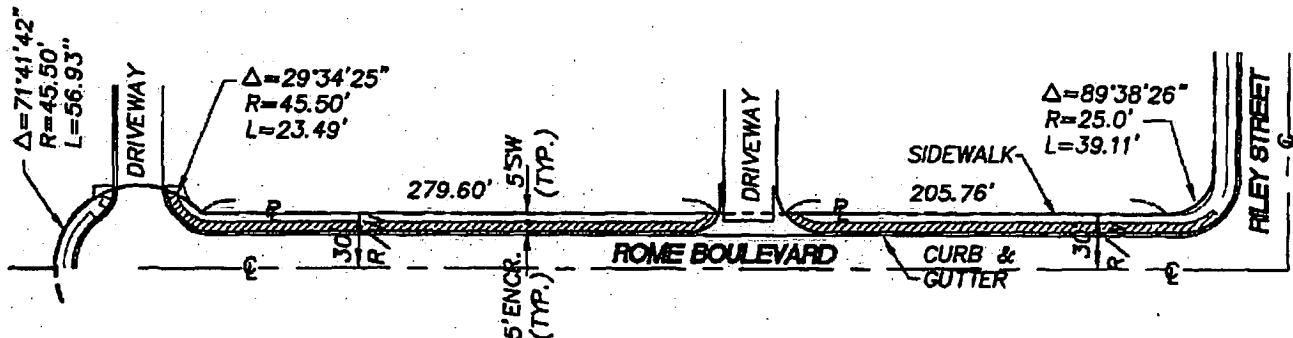


VICINITY MAP

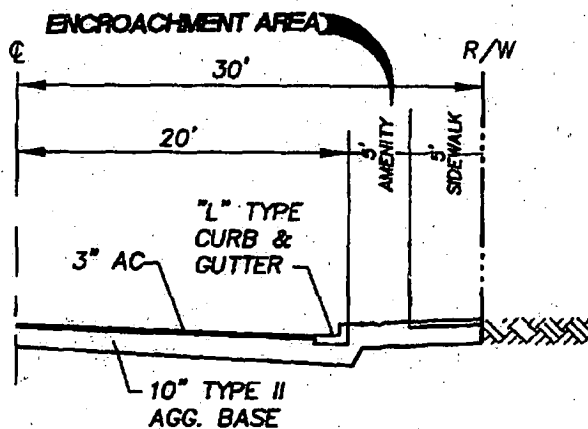
PROJECT NO. 079.01001	MONTECITO LIFESTYLE CENTER		SCALE (H): 1"=100'
	DEERSPRINGS WAY ENCROACHMENT		SCALE (V): SCALE
SHEET 1 OF 1	 PRIMAS AND ASSOCIATES CONSULTING ENGINEERS 1091 S. CIMARRON RD., STE. A-3 TEL: (702) 228-8183 LAS VEGAS, NEVADA 89145 FAX: (702) 228-8184	DRAWN: HW	
		DESIGN: JK	
		CHECKED: DH	
		DATE: 10/08/02	



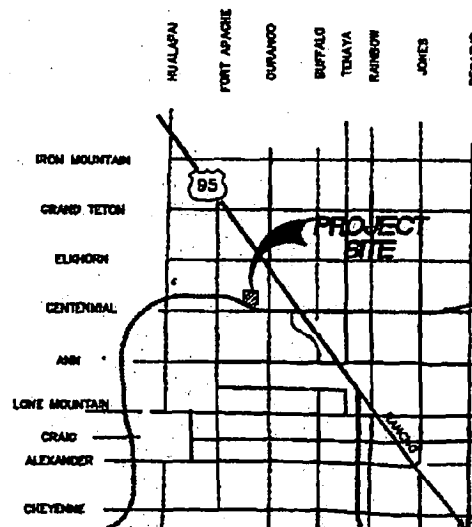
PROJECT NO. 079.01001	MONTECITO LIFESTYLE CENTER		SCALE (H): 1"=100'
	RILEY STREET ENCROACHMENT		SCALE (V): SCALE
SHEET 1 OF 1	 PRIMAS AND ASSOCIATES CONSULTING ENGINEERS 1091 S. CIMARRON RD., STE. A-3 TEL: (702) 228-8183 LAS VEGAS, NEVADA 89145 FAX: (702) 228-8194	DRAWN: HW	
		DESIGN: JK	
		CHECKED: DH	
		DATE: 10/08/02	

**LEGEND**

AREA OF ENCROACHMENT

**ROME BOULEVARD**

NOT TO SCALE

TYPICAL 1/2 WIDTH SECTION**VICINITY MAP**EXHIBIT D

PROJECT NO.

079.01001

MONTECITO LIFESTYLE CENTER**ROME BOULEVARD ENCROACHMENT**

SCALE (H): 1"=100'

SCALE (V): SCALE

DRAWN: HW

DESIGN: JK

CHECKED: DH

DATE: 10/08/02

SHEET

1

OF 1

**PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS**1091 S. CIMARRON RD., STE. A-3 TEL: (702) 228-8183
LAS VEGAS, NEVADA 89145 FAX: (702) 228-8184

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 20, 2002

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Mike Bellon on behalf of Northwest Autoworld Limited, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment consists of landscaping along the Centennial Center Boulevard property line and of the Centennial Center Boulevard medians adjacent to the property consisting of trees, shrubs, ground cover, and an irrigation system to satisfy a condition of Z-0076-98(16) for the proposed Planet Nissan car dealership. 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" (Centennial Center Boulevard north of Ann Road)

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

NOTE: COUNCILMAN MACK disclosed that he would be voting on Items 13, 31, and 35 because he has not conversed with any of the people regarding the applications and he does not feel his judgment will be affected, and for the following reasons: On Item 13, involving the Four Queens, the subject property is in close proximity to Steven Mack's SuperPawn shop, his brother-in-law Andrew Donner recently signed a contract with the owners of the Lady Luck and MK², for whom COUNCILMAN MACK does consulting, recently signed a contract with the Horseshoe Hotel/Casino. As far as Item 31, it involves a location that is near another SuperPawn shop owned by his brother Steven Mack. Regarding Item 35, the location is near property owned by Joseph Scala, with whom he has a relationship.

MINUTES:

There was no further discussion.

(9:33 – 9:35)

1-792

US 95

EXHIBIT

A

APN 125-27-301-005

AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA

285-14

EXIST SWLK

COMMERCIAL
DRIVEWAY

275-14

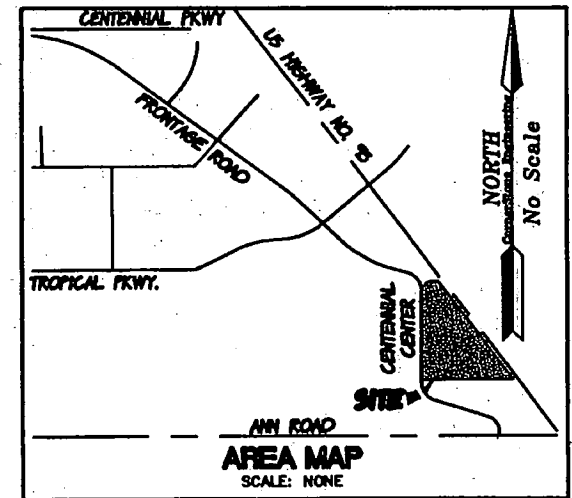
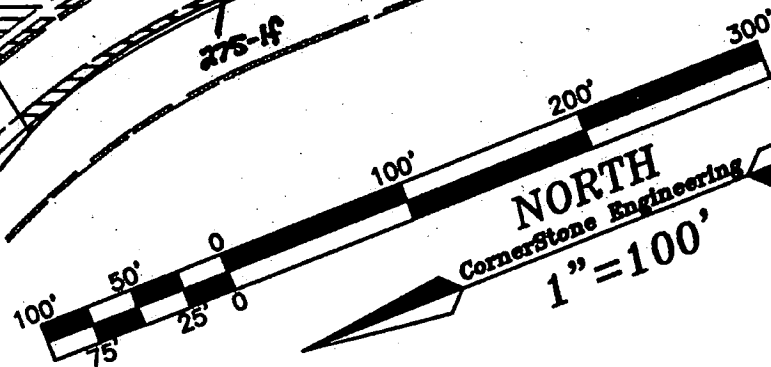
CENTENNIAL CENTER BLVD
PUBLIC

APN 125-27-301-005

EXIST SWLK

458-14

PROPOSED SWLK



CornerStone Engineering Inc.

Solutions 101 Convention Center Dr, Suite 880
LAS VEGAS, NV 89109
by Design ---(702)731-4711 FAX (702)731-4788

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from VTN Nevada on behalf of Beazer Homes Holdings Corporation, owner (northwest corner of Tee Pee Lane and Grand Teton Drive) - Ward 6 (Mack)

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

The proposed encroachment consists of an approximate 7.5' wide area of landscaping on the west side of Tee Pee Lane extending approximately 739' northward from Grand Teton Drive consisting of trees, shrubs, ground cover, and an irrigation system to satisfy a condition of Z-0093-00(1) and to meet Town Center Development Standards for the proposed Centennial Point Unit 1 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

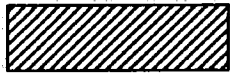
1. Copy of Encroachment Exhibit "A" (northwest corner of Tee Pee Lane and Grand Teton Drive)
2. Copy of Encroachment Exhibit "B" (Line Table and Curb Table for Tee Pee Lane)
3. Copy of Encroachment Exhibit "C" (Vicinity Map and typical section for Tee Pee Lane)

MOTION:**REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 - 9:35)

1-792

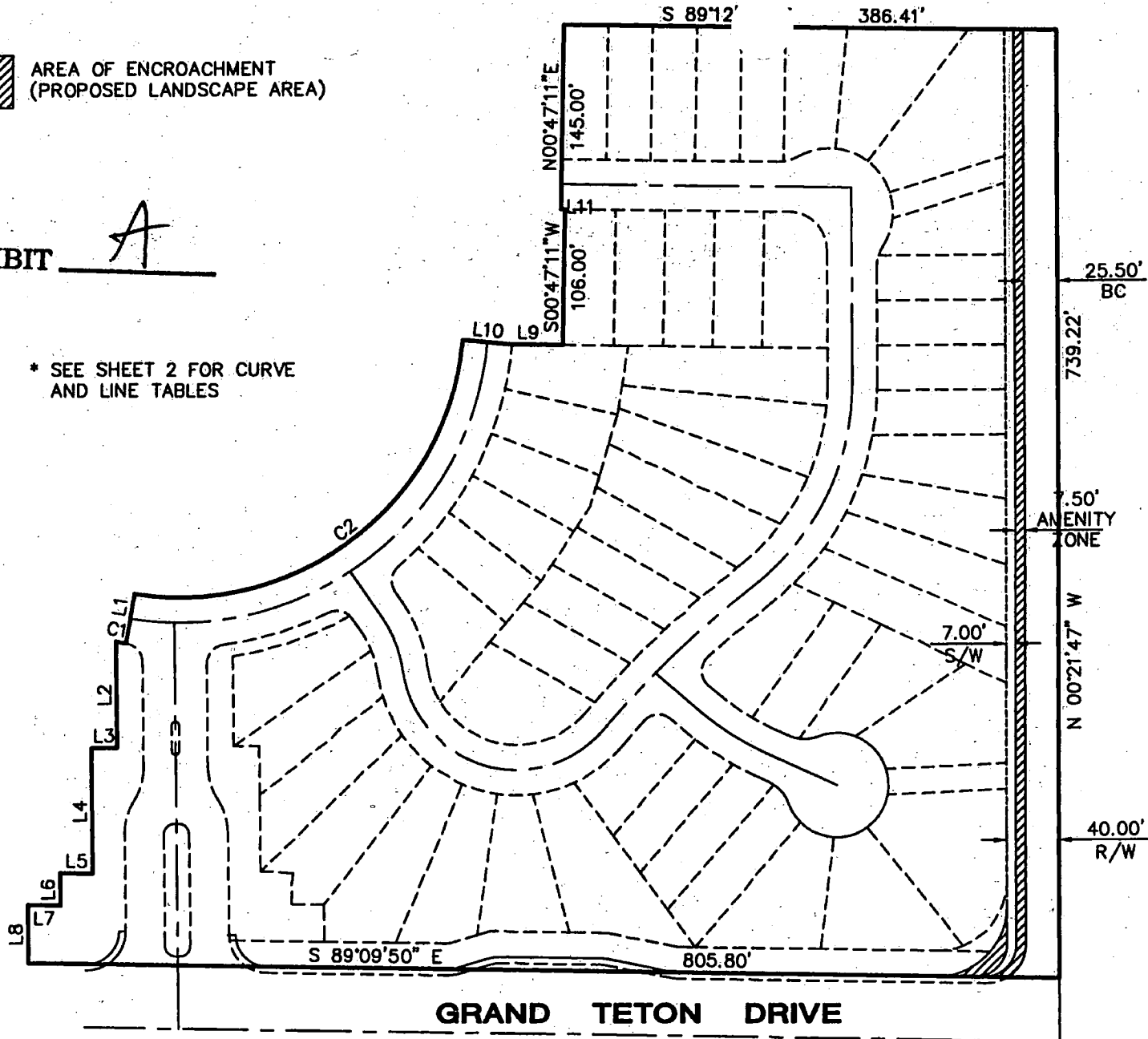


AREA OF ENCROACHMENT
(PROPOSED LANDSCAPE AREA)

EXHIBIT

A

* SEE SHEET 2 FOR CURVE
AND LINE TABLES



TEE PEE LANE

GRAND TETON DRIVE

vtm nevada

EXHIBIT FOR
ENCROACHMENT AGREEMENT
CENTENNIAL POINT UNIT 1

W.O.#: 5787-1
DATE: OCT 2002
BY: DF
SCALE: 1"=120'
SHEET 1 OF 3

EXHIBIT

B

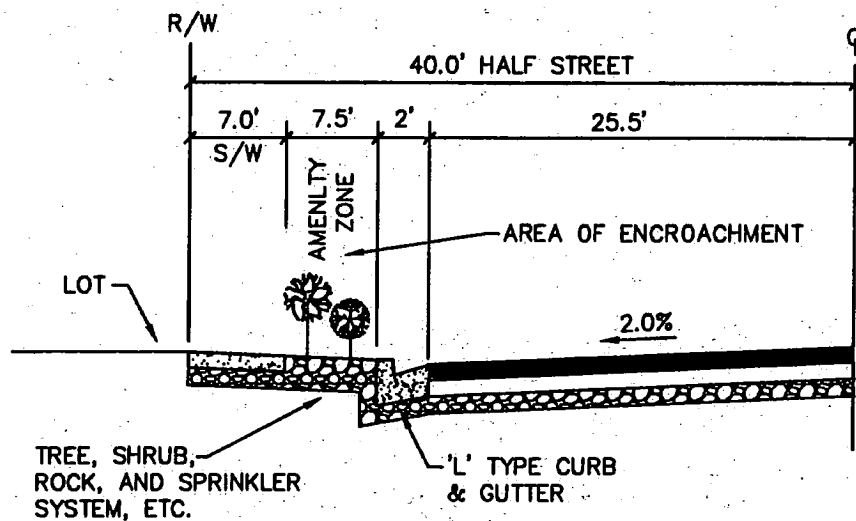
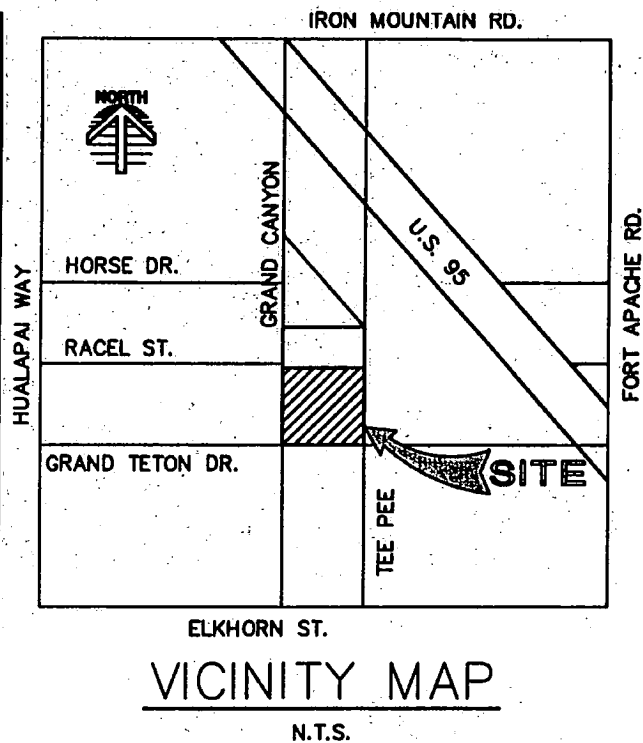
LINE TABLE		
LINE	DISTANCE	BEARING
L1	39.00	S09°11'40"W
L2	83.00	S00°46'13"E
L3	20.00	S89°13'47"W
L4	97.24	S00°46'13"E
L5	25.01	S89°09'44"E
L6	25.01	N00°46'13"W
L7	25.01	S89°09'44"E
L8	45.36	S00°46'13"E
L9	40.00	N89°12'49"W
L10	39.00	S84°59'22"E
L11	3.02	S89°12'49"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	7.73	259.50	1°42'27"	3.87
C2	362.46	220.50	94°11'03"	237.22



EXHIBIT FOR
ENCROACHMENT AGREEMENT
CENTENNIAL POINT UNIT 1

W.O.#: 5787-1
DATE: OCT 2002
BY: DF
SCALE: N/A
SHEET 2 OF 3



TOWN CENTER COLLECTOR
TEE PEE LANE



**EXHIBIT FOR
ENCROACHMENT AGREEMENT
CENTENNIAL POINT UNIT 1**

W.O.#: 5787-1
DATE: OCT 2002
BY: DF
SCALE: N/A
SHEET 3 OF 3

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from the Office of Business Development to encroach ten feet into the public right of way on the east side of 3rd Street from Bonneville Avenue to Garces Avenue - Ward 1 (M. McDonald)

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

A public parking garage is planned adjacent to 3rd Street. The public right of way is unusually wide and to build ten feet into this right of way will not cause the existing curb line to be relocated nor will it require the elimination of sidewalk across the face of this block

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

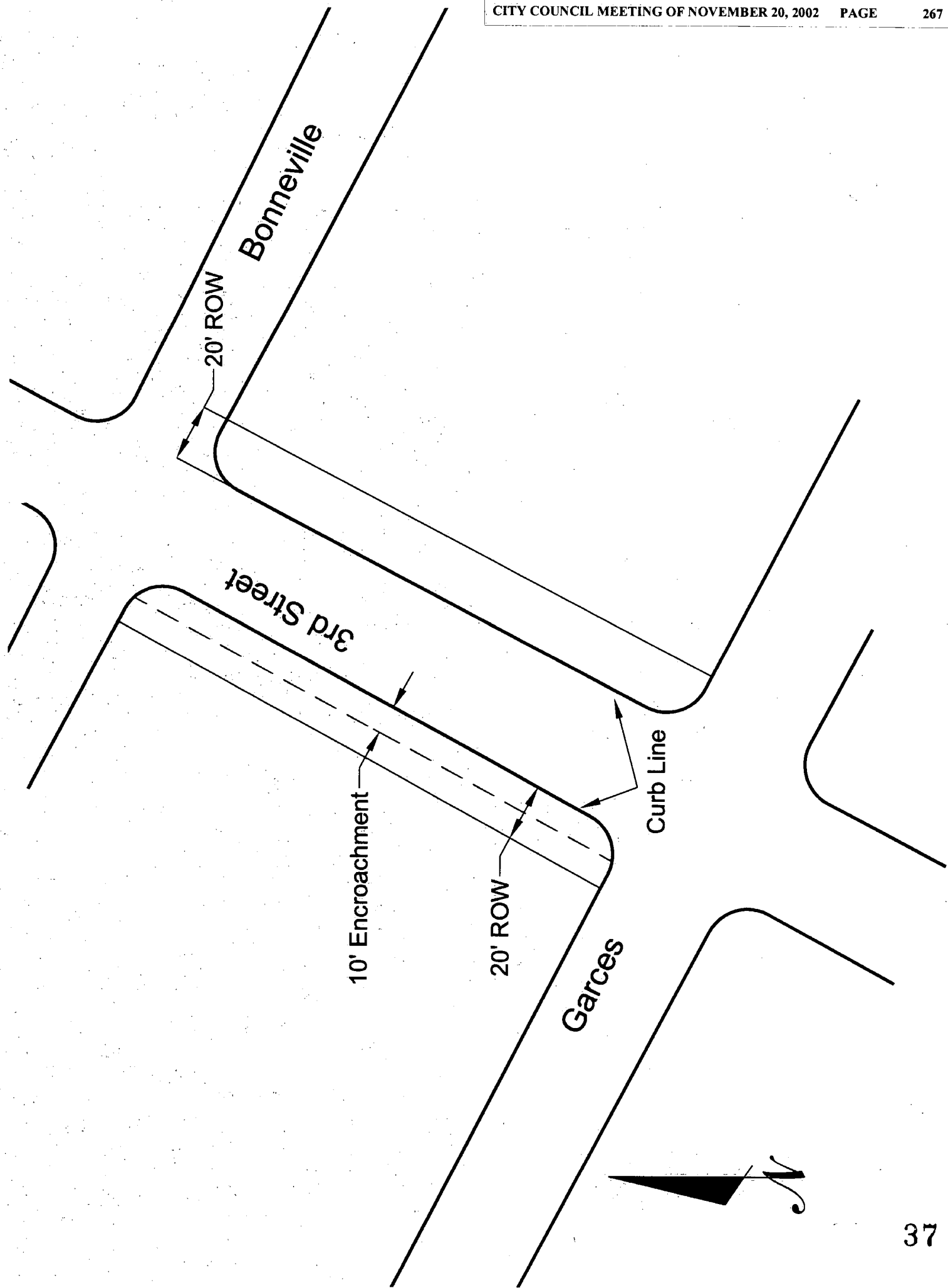
Site Map

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 – 9:35)

1-792



City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - William and Donna Schmid, owners (northwest corner of Tropical Parkway and Serene Drive, APN 125-26-201-017) - County (near Ward 6-Mack)

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

This request is to connect two single family dwellings located at the northwest corner of Tropical Parkway and Serene Drive. The owners propose to connect to an existing 8" sewer line located in Tropical Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement" and "Petition for Annexation."

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda memo

MOTION:

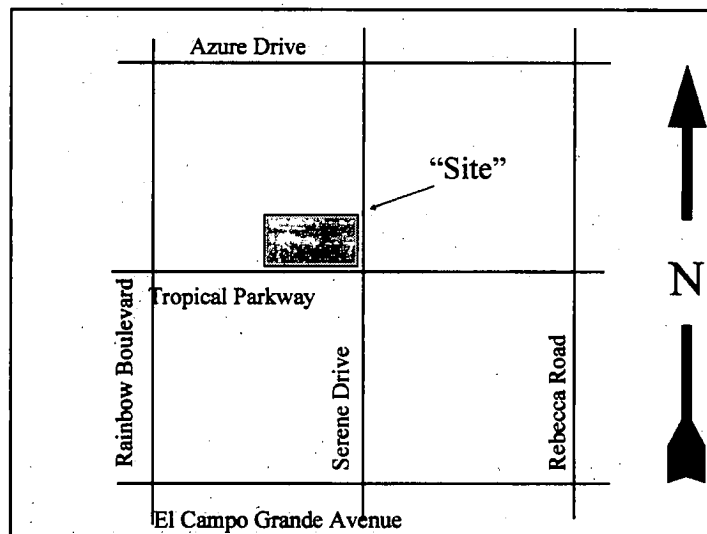
REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT, WILLIAM AND DONNA SCHMID, OWNERS (NORTHWEST CORNER OF TROPICAL PARKWAY AND SERENE DRIVE, APN 125-26-201-017)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 14th day of OCTOBER, 2002, by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by WILLIAM AND DONNA SCHMID (approximately 1.3 acres -- existing single family residence; Parcel No. 125-26-201-017) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

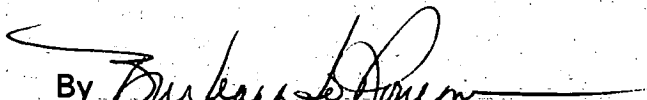
CLARK COUNTY SANITATION DISTRICT

By 
PETER M. ARCHULETA, DIRECTOR

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

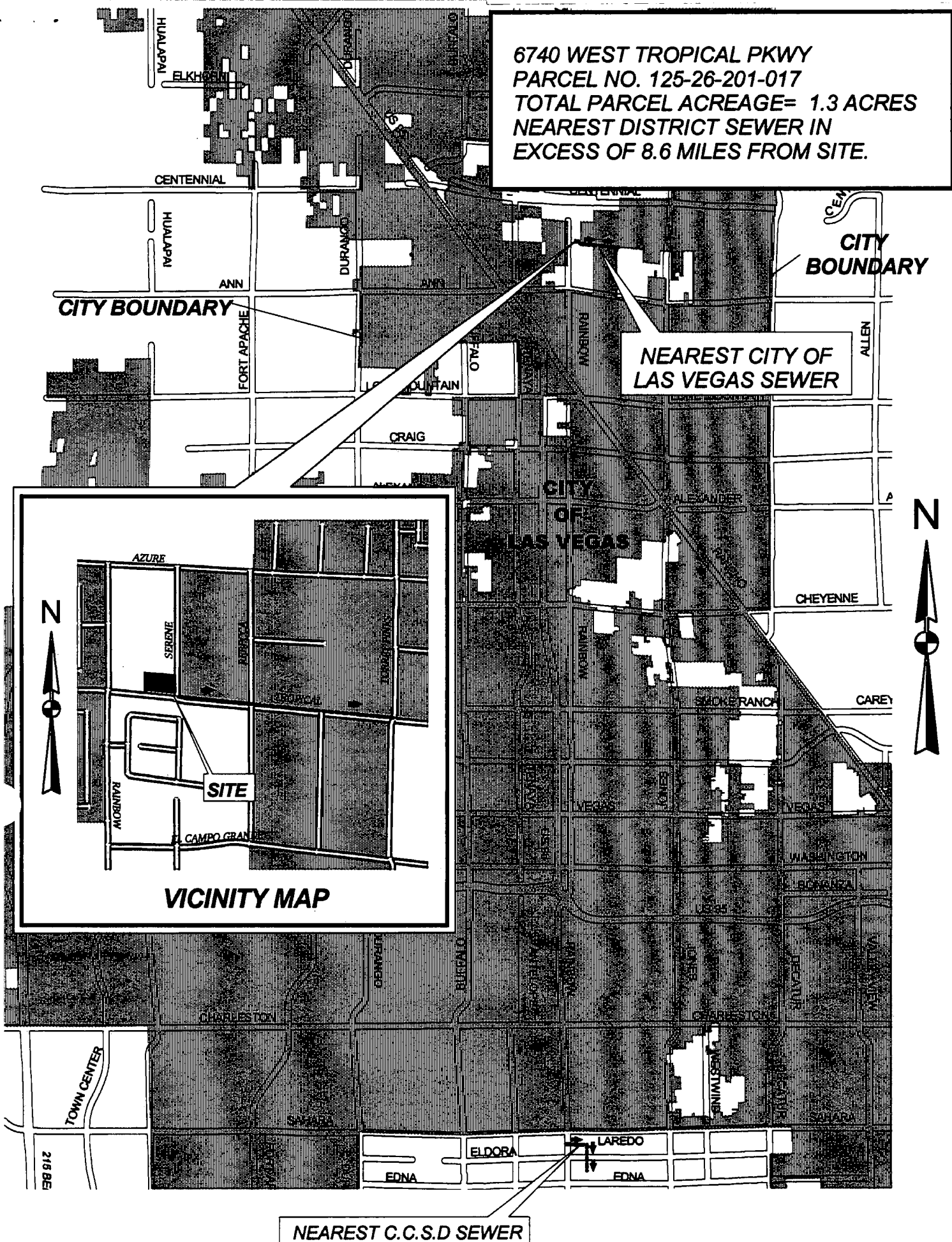
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12/6/02
Deputy City Attorney

6740 WEST TROPICAL PKWY
PARCEL NO. 125-26-201-017
TOTAL PARCEL ACREAGE= 1.3 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.6 MILES FROM SITE.



NEAREST C.C.S.D SEWER

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - AQUI Trust, Charles F. and Augustina AQUI, Trustees, owners (southeast corner of Rosada Way and Bonita Vista Street, APN 125-32-704-011) - County (near Ward 6-Mack)

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

This request is to connect four single family dwellings located at the southeast corner of Rosada Way and Bonita Vista Street. The owners propose to extend and connect to an existing 30" sewer line located in Durango Drive. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement". This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda memo

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

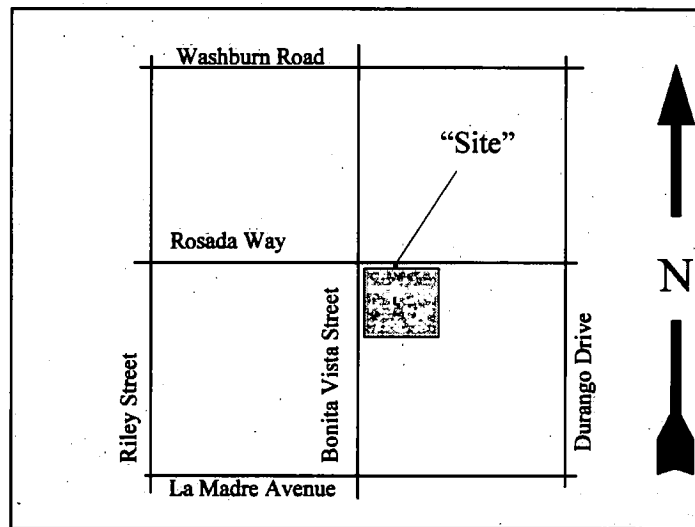
MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DEPARTMENT – AQUI TRUST, CHARLES F. AQUI AND AUGUSTINA AQUI, TRUSTEES, OWNERS (SOUTHEAST CORNER OF ROSADA WAY AND BONITA VISTA STREET, APN 125-32-704-011)**

VICINITY MAP

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 18th day of OCTOBER, 2002, by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by AQUI TRUST, CHARLES F. AND AUGUSTINA A. AQUI, TRUSTEES (approximately 2.5 acres – vacant land; Parcel No. 125-32-704-011) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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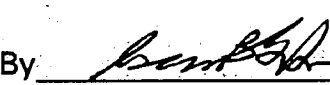
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

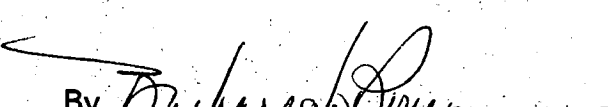
CLARK COUNTY SANITATION DISTRICT

By 
PETER M. ARCHULETA, DIRECTOR

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12/6/02
Deputy City Attorney



City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - Daniel Gilbert and Claudia Gilbert, owners (north side of Craig Road, west of El Capitan Way, APN 138-05-203-022) - County (near Ward 4 - Brown)

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

This request is to connect two single family dwellings located on the north side of Craig Road, west El Capitan Way. The owners propose to extend (to the western edge of the parcel) and connect to an existing 12" sewer line in Craig Road. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement". This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda memo

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

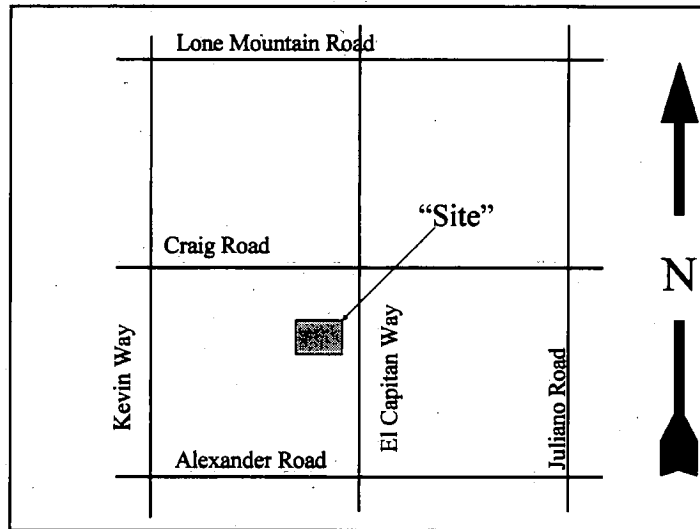
MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DEPARTMENT – DANIEL GILBERT AND CLAUDIA GILBERT, OWNERS (NORTH OF CRAIG ROAD, WEST OF EL CAPITAN WAY, APN 138-05-203-022)**

VICINITY MAP

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 17th day of OCTOBER, 2002, by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by DANIEL N. AND CLAUDIA L. GILBERT (approximately 0.5 acres – vacant land; Parcel No. 138-05-203-022) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

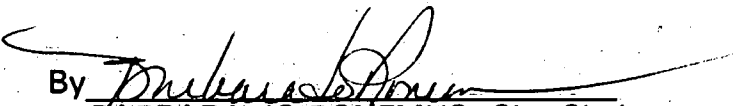
CLARK COUNTY SANITATION DISTRICT

By 
PETER M. ARCHULETA, DIRECTOR

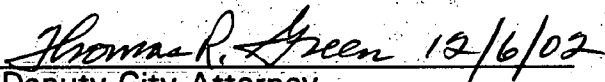
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  12/6/02
Deputy City Attorney



City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Engineering Services Agreement with PBS&J to provide the engineering design services for the Central Neighborhood Flood Control Master Plan (\$186,870 - City of Las Vegas General Fund) - Wards 1, 2, 3 and 5 (M. McDonald, L.B. McDonald, Reese and Weekly)

Fiscal Impact☐**No Impact****Amount: \$186,870**☒**Budget Funds Available****Dept./Division: PublicWorks/City Engineers**☐**Augmentation Required****Funding Source: CLV General Fund****PURPOSE/BACKGROUND:**

The City intends to complete the Central Neighborhood Flood Control Master Plan including hydrologic and hydraulic modeling in a formal report. The City desires to retain a qualified engineering consultant who will be responsible for providing the engineering design necessary to complete this project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Services Agreement

MOTION:**REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused****MINUTES:**

There was no related discussion.

(9:33 – 9:35)

1-792

ENGINEERING SERVICES AGREEMENT FOR THE CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

THIS AGREEMENT is made and entered into this 20 day of November 2002, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PBS&J, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to complete the Central Neighborhood Flood Control Master Plan including hydrologic and hydraulic modeling in a formal report (herein the "Project") and shown on Exhibit "A-1"; 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 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services 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 Representative. The Consultant's Representative is hereby designated as Matt Baird P.E., Program 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 any regulatory agencies for approval and review prior to the mailing such correspondence.

1.08 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing 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 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 drainage study and exhibits 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 which may result in an increase or decrease 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 or decrease in the cost or time required 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. Failure to assert such claim within the time limit provided herein shall constitute a waiver of 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 Section Seven 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 SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant 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 sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant 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,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant 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, and

(iv) 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 or other person duly authorized to execute this Agreement (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 \$186,870 as the total appropriation 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 without prior approval of the City.

Or see
Insert
"A" for
alternate
payment
language

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The total payments to the Consultant for the completion of these tasks shall not exceed \$168,670 (\$?) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either 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 \$18,200 (\$) 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 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 reason of, or as a consequence of, the negligent, intentional or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the drainage study 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 and acceptance of such services by the City (which acceptance will not be unreasonably withheld), within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

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 the 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 that 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 that 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 for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. 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 during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for

the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

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. 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, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant,

then 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 invoice balance due the Consultant for services rendered, 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 invoice 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 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 drainage study analysis, exhibits 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 drainage study analysis, exhibits and other documents related to this Agreement not in its possession. The drainage study analysis, exhibits 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.

10.05 Insurance.

A. Coverages. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting 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 policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting 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 such coverage 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.

E. *Self-Depletion Policies Prohibited.* Each policy of insurance required herein shall not be self-depleting in its coverage.

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, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent, intentional or reckless 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, the negligent, reckless or intentional 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 Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

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

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

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

(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, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

10.15 Confidentiality. The Consultant shall treat the information relating to 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 will visit the location of the Project and will familiarize 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:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Charlie Kajkowski, P.E.
Fax: (702) 868-6374

TO CONSULTANT:

PBS&J
2270 Corporate Circle, Suite 100
Henderson, NV 89074
Attn: Todd Kenner, P.E.
Fax: 263-7200

10.19 Prohibition Against Contingent Fees. The Consultant represents and 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 by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the 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 prior to providing the services shall constitute forever a bar and 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, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. 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 hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified 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 or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, 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 or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

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 the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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.

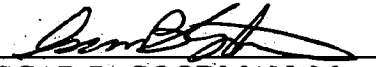
10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of March 8, 2002.

...
...
...

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

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

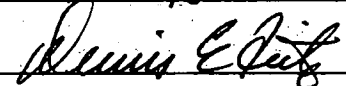
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-1-02
Robert S. Sylvain Date
Deputy City Attorney

PBS&J
By: 
Its: VICE PRESIDENT

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "A-1"	Project Location Map
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative 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 10.09D)

**CITY OF LAS VEGAS
CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN**

**EXHIBIT A
SCOPE OF SERVICES**

A. DEFINITIONS

Selected terms used in this Exhibit "A" - Scope of Services are defined below:

- CITY shall mean the City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada.
- CONSULTANT shall mean PBS&J.

TASK 100 DATA COLLECTION AND RECONNAISSANCE.

110 Base Mapping

Develop Base Maps using the latest Clark County orthophotos available at the time of NTP with 2 - 5-foot pixels and the 1996 Clark County 5-foot contour topography. Base maps will be generated using GIS and will be used to facilitate the technical analysis for the project and presentation of project data during its development.

120 Data Review

The CITY will be responsible for collecting relevant master plans, drainage studies, development plans, land use plans, public improvement plans, and major public utility plans for existing and proposed developments located within and around the study area. Collection of information for inclusion in the project analysis will cease 60 days from the Notice to Proceed. The CITY will provide this information to PBS&J after removing clearly out-of-date/inapplicable studies and reports. Coordinate with the CITY for the transfer and organization of data collected. The CONSULTANT will review the collected information for incorporation into the technical analyses and final document.

130 Field Investigation

The CONSULTANT will conduct 4 half day field investigation tours to review the study area and ensure the accuracy of the technical analyses completed for the project.

TASK 200 HYDROLOGIC AND HYDRAULIC MODELING

Provide detailed hydrologic analysis for existing and future conditions for the Neighborhood Study Area. Analyze and designate drainage corridors providing 10- and 100-year design flows. Existing condition hydrology will be prepared assuming existing facilities with ultimate condition curve numbers. Land use, soils and rainfall data used for the study will be taken from the 2002 Las Vegas Valley MPU with no modification. Street alignments, channels, and storm drains

will generally be used to designate drainage corridors for both the existing and future condition analysis. RTC streets will be considered as conveyance corridors. The capacity of existing storm drains will be considered in determining surface and subsurface flows and flow split calculations will be provided at all intersections (where applicable) in the existing and future condition models, unless otherwise noted below. All existing and proposed stormdrains 36 inches in diameter or larger will be incorporated into the hydrologic modeling. All hydraulic modeling to be completed will be based on normal depth calculations.

210 *100-Year Ultimate Condition*

The 2002 Las Vegas Valley Master Plan Update (MPU) hydrology will be used for the Neighborhood Study. Subbasin delineations and other hydrologic parameters will not be changed from what was established in the MPU. 100-year ultimate condition flow rates will be referenced directly from the MPU. In some areas it may be necessary to modify the MPU flow rates to determine the correct flow rate at a concentration point that doesn't exist in the MPU model. This will be completed by a ratio of area and peak flow rate at upstream and or downstream HEC-1 concentration points. This methodology is not anticipated to be used very often and the majority of the concentration points shown in the final document will be referenced directly from the MPU with no modification.

220 *10-Year Ultimate Condition*

The 2002 Las Vegas Valley Master Plan Update (MPU) hydrology will be used for the Neighborhood Study with modification to subbasin delineations to obtain concentration points at more frequent intervals. Subbasins in the MPU generally range from 0.25 to 0.5 square miles. Subbasin delineations will be modified to obtain subbasin sizes that will generally be in the range of 0.125 to 0.25 square miles. However, drainage patterns will not be modified from what is contained in the MPU. Revised subbasin delineations will generally be modified based on information contained in the City of Las Vegas City Wide Hydrology Study. HEC-1 input parameters for modified subbasins will be recalculated based on MPU methodology, land use and soils.

230 *100-Year Existing Condition*

The 2002 Las Vegas Valley Master Plan Update (MPU) hydrology will be used for the Neighborhood Study. Subbasin delineations and other hydrologic parameters will not be changed from what was established in the MPU. 100-year existing condition flow rates will be developed using the MPU subbasin delineations and associated parameters. Modifications to drainage patterns will be incorporated into the HEC-1 models to account for the removal of all proposed MPU facilities. In some areas it may be necessary to modify the MPU flow rates to determine the correct flow rate at a concentration point that doesn't exist in the MPU model. This will be completed by a ratio of area and peak flow rate at upstream and or downstream HEC-1 concentration points. This methodology is not anticipated to be used very often and the majority of the concentration points shown in the final document will be referenced directly from the revised MPU

model with no modification except for changes in drainage patterns as discussed above.

240 10-Year Existing Condition

The 2002 Las Vegas Valley Master Plan Update (MPU) and the 1997 City Wide Hydrology Study will be used for the Neighborhood Study with the modifications to the subbasin delineations completed under task 220. Other subbasin modifications will be made as needed to accurately model changes in drainage patterns caused by the removal of proposed MPU facilities. Revised subbasin delineations will generally be modified based on information contained in the City of Las Vegas City Wide Hydrology Study. HEC-1 input parameters for modified subbasins will be recalculated based on MPU methodology, land use and soils.

TASK 300 RECOMMENDED FACILITIES

The primary purpose of this task is to develop locations where proposed local facilities are needed in the Neighborhood Study Area. The CITY and CONSULTANT will work in close coordination to determine proposed locations for local facilities after the draft hydrologic analysis has been completed under task 200.

310 Develop Proposed Local Facility Plan

Establish proposed local stormwater management facilities for the ultimate condition based on best available pertinent information including the 2002 MPU, flood insurance studies, and historical flooding. Propose mitigation for flat slopes and severe local drainage problems identified by the CITY and through the hydrologic analysis. All local storm drains will be sized using the 10-year flow rates. New local storm drainage facilities including storm drains, culverts, dikes, channels, and new or enlarged detention basins will be proposed within the Neighborhood Study area based on determined need and CITY input.

320 Local Facility Sizing and GIS Plan

Incorporate the drainage facilities developed under task 310 into the GIS data and size all proposed local facilities based on normal depth calculations and slopes developed from the 1996 5-foot contour topography.

330 Hydrologic Modifications

Modify the draft ultimate condition hydrology completed under tasks 310 and 320 as needed based on the proposed local facilities.

340 Cost Estimates

Using the CCRFCD MPU cost estimating tool, prepare order of magnitude cost estimates for the proposed local facilities.

TASK 400 PROJECT MANAGEMENT

410 *Meetings*

Attend meetings with CITY staff, and Regional Flood Control District staff as required. Prepare and distribute meeting minutes. 12 project meetings are anticipated.

420 *Coordination*

Coordinate the development of the Neighborhood Study with CITY staff and facilitate the completion of the technical analyses and final document production including all project communications and management of CONSULTANT staff.

430 *Quality Control*

Perform Quality Control Reviews for all components of the Neighborhood Study to ensure accuracy of the technical analyses, and project completion in a manner that is consistent with the project scope of work.

TASK 500 DOCUMENT PREPARATION

The document will be of similar detail and graphical presentation as the City of Las Vegas 1999 Northwest Neighborhood Study, Phase 2 for the Neighborhood Study Area. Submit ten (10) draft documents to the CITY for review. The draft document shall include Volume 1 – Text, Volume 2 – Exhibits and Volume 3 – CD. Submit sixty (60) final documents to the CITY. The final document shall include Volume 1 – Text, Volume 2 – Exhibits (54 spiral bound and 6 three-ring binder bound) Volume 3 – CD. Also submit six (6) master CDs with all final electronic information collected and developed for the project. Provide web ready electronic version of the Volume 2 final document. Provide 1 unbound reproducible original of Volumes 1 and 2 of the final document.

510 *Draft Volume 1*

Draft guidelines to include an introduction (explaining how to use the document), geographic conditions (indicating adopted land uses and physical features), explanation of technical analyses completed, recommended improvements, and Volume 1 exhibits.

520 *Draft Volume 2*

Develop exhibits for the presentation of the data collected and developed under tasks 100 through 400. The exhibits will be 11" x 17" and similar in format to the 1999 Northwest Neighborhood Flood Control Master Plan Phase 2. Existing condition and proposed condition maps will be created and will display project information in the same format as the Phase 2 study including, but not limited to existing and proposed local facilities, regional facilities, and flow rates. The existing local facility GIS coverage will be provided by the City of Las Vegas. PBS&J will incorporate this information into the final document.

530 *Draft Volume 3*

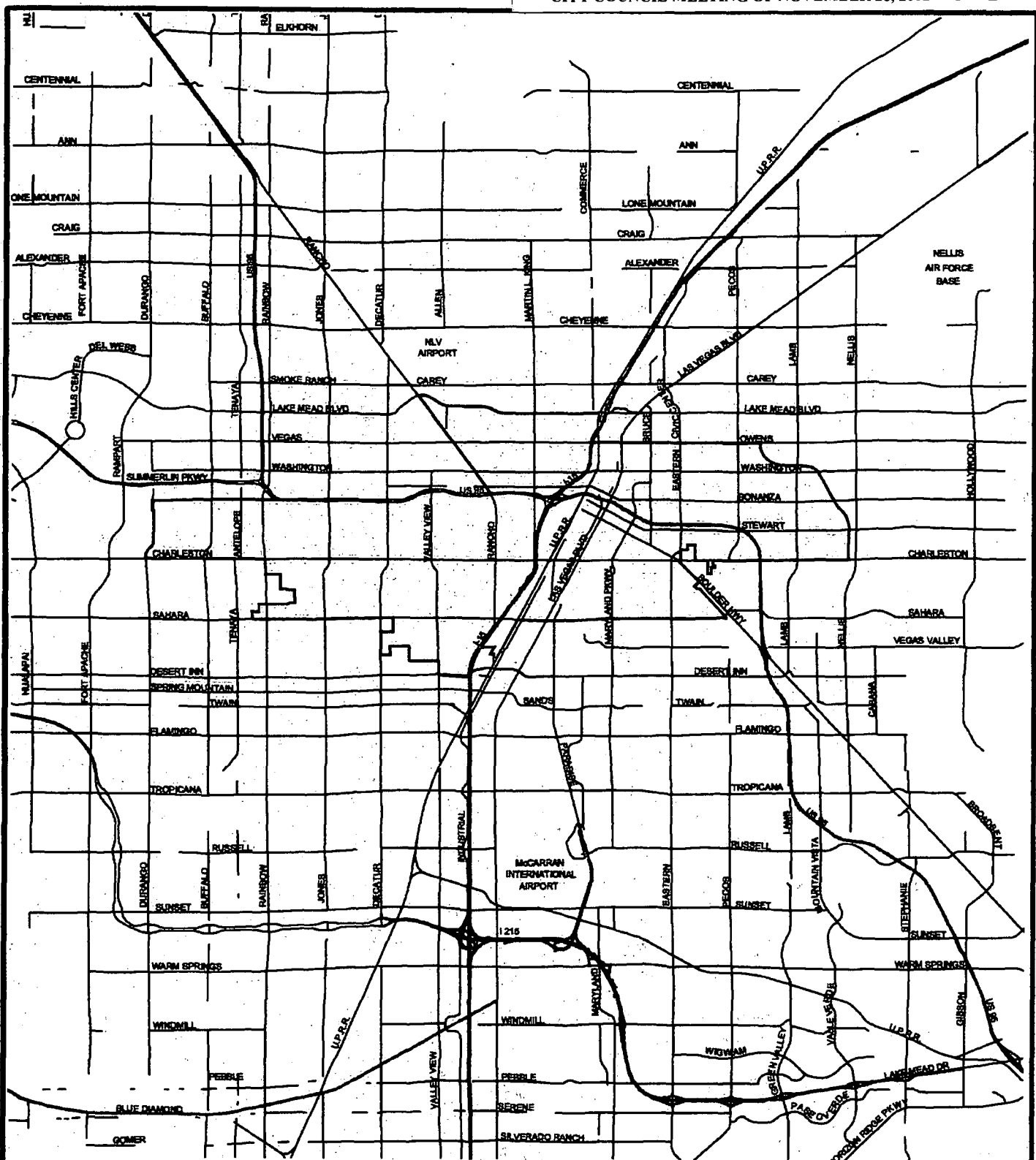
Compile general electronic data to support the distribution of the information contained in Volume 1 and 2. General electronic data is anticipated to require only 1 CD per document

540 *Draft Document Revisions*

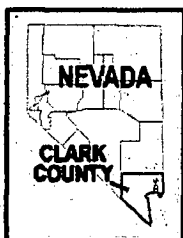
Meet with the CITY to discuss any final adjustments and /or corrections and complete any changes required. Minor adjustments and/or corrections are anticipated to require a maximum of 40 man-hours of effort.

550 *Final Volume 1, 2 and 3*

Produce and submit to the CITY 60 copies of Volume 1, 60 copies of Volume 2 (54 spiral bound and 6 three ring binder bound), 60 copies of Volume 3 (1 CD per document), 6 copies of the Master CD with all final electronic data and 1 reproduceable copy of Volume 1 and 2.



City of Las Vegas Central Neighborhood Flood Control Master Plan



0 6,000 12,000 24,000
Feet

**Exhibit A-1
Study Area Map**

PBS&J

EXHIBIT B
ADDITIONAL ENGINEERING SERVICES
CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

Upon Written Authorization from the City, the Consultant shall perform additional engineering services. Additional services include, but not limited to:

- A. Field survey
- B. Detailed GIS storm drain inventory attribute tables and figures
- C. Facility inventory updates
- D. Additional technical analysis
- E. Additional copies of final document
- F. Additional facility analysis
- G. Additional hydrologic analysis

EXHIBIT C
MANHOURL ESTIMATE
CITY OF LAS VEGAS CENTRL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

TASK	DESCRIPTION	PIC	PM	PE	EIT	GIS	GT	CLER
100	Data Collection	PIC	PM	PE	EIT	GIS	GT	CLER
110	Base Mapping			20		60		
120	Data Review			30	10			
130	Field Investigation		16	16				
	SUBTOTAL	0	16	66	10	60	0	0
200	Hydrologic and Hydraulic Modeling	PIC	PM	PE	EIT	GIS	GT	CLER
210	100-Year Ultimate Condition		10	20	20	10		
220	10-Year Ultimate Condition		10	40	60	80		
230	100-Year Existing Condition		10	20	40	10		
240	10-Year Existing Condition		10	40	60	20		
	SUBTOTAL	0	40	120	180	120	0	0
300	Recommended Facilities	PIC	PM	PE	EIT	GIS	GT	CLER
310	Develop Proposed Local Facility Plan		40	40	20	10		
320	Local Facility Sizing and GIS Plan		10	20	40	40		
330	Hydrologic Modifications		5	10	10			
340	Cost Estimates		5	10	40			
	SUBTOTAL	0	60	60	110	60	0	0
400	Project Management	PIC	PM	PE	EIT	GIS	GT	CLER
410	Meetings		40	40				12
420	Coordination		40	20				
430	Quality Control		40	40		10		
	SUBTOTAL	0	120	100	0	10	0	12
500	Document Preparation	PIC	PM	PE	EIT	GIS	GT	CLER
510	Draft Volume 1	10	80	20	10	10		10
520	Draft Volume 2		20	40	20	80	10	
530	Draft Volume 3		10	40	10	10		
540	Draft Document Revisions			30		10		
550	Final Volume 1, 2 and 3		10	40		80	5	
	SUBTOTAL	10	120	170	40	190	15	10
600	Supplemental Services	PIC	PM	PE	EIT	GIS	GT	CLER
610	Supplemental Services		40	60	40	40		
	TOTAL	20	426	616	420	490	25	32

PIC - Principal-In-Charge

PM - Project Manager

PE - Project Engineer

EIT - Engineer-in-Training

GIS - GIS Analyst

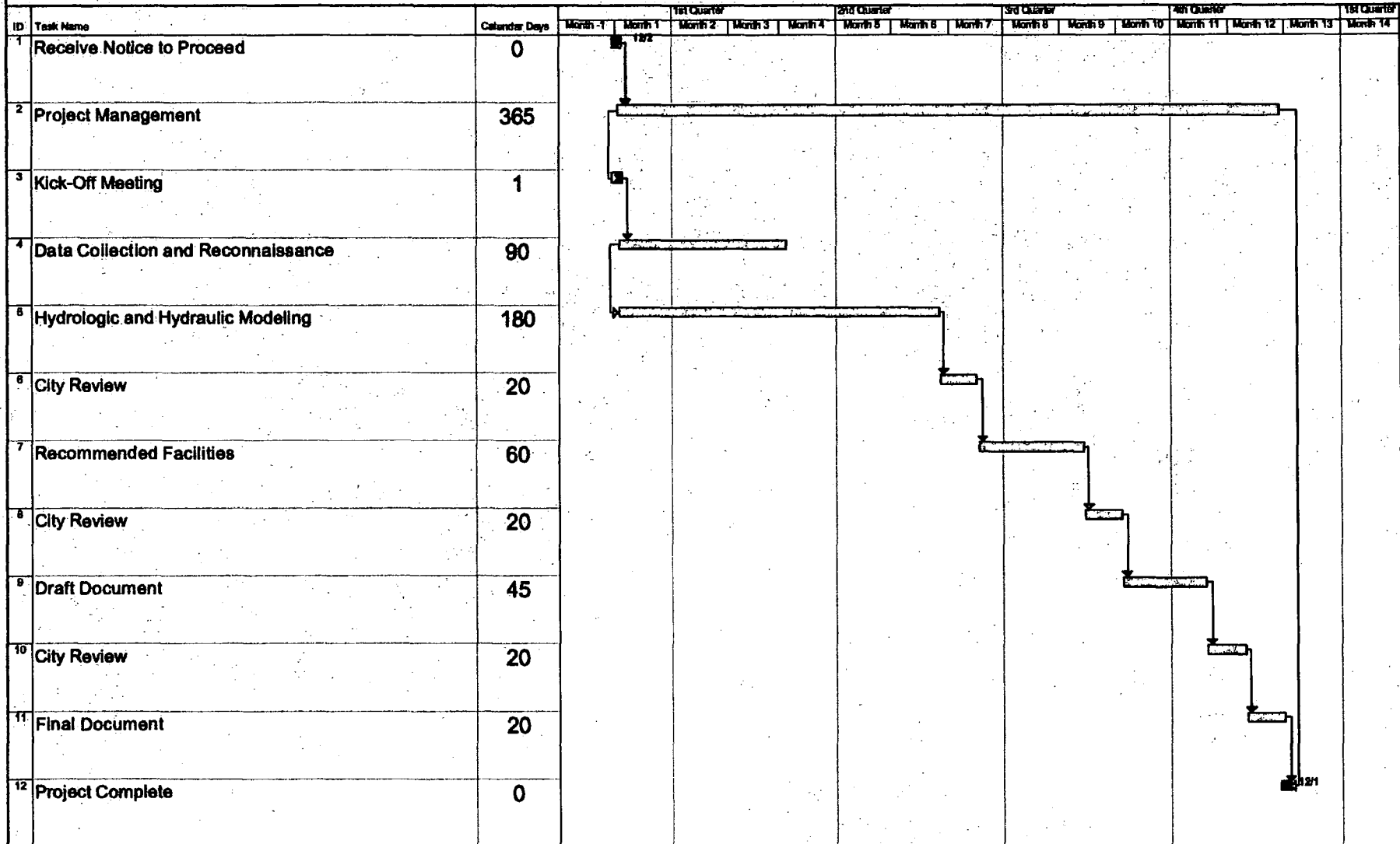
GT - Graphics Technician

CLER - Clerical

EXHIBIT D
COST DERIVATION AND HOURLY FEE SCHEDULE
CITY OF LAS VEGAS CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

TASK No.	DESCRIPTION	Direct Expenses	LABOR								TASK TOTAL
			PIC \$150/hr	PM \$130/hr	PE \$100/hr	EIT \$70/hr	GIS \$80/hr	GT \$60/hr	CLER \$48/hr	SUBTOTAL	
100	Data Collection	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
110	Base Mapping	\$100	\$0	\$0	\$2,000	\$0	\$4,800	\$0	\$0	\$6,800	
120	Data Review	\$100	\$0	\$0	\$3,000	\$700	\$0	\$0	\$0	\$3,800	
130	Field Investigation	\$100	\$0	\$2,080	\$1,600	\$0	\$0	\$0	\$0	\$3,780	
	SUBTOTAL	\$300	\$0	\$2,080	\$6,600	\$700	\$4,800	\$0	\$0		\$14,480
200	Hydrologic and Hydraulic Modeling	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
210	100-Year Ultimate Condition		\$0	\$1,300	\$2,000	\$1,400	\$800	\$0	\$0	\$5,500	
220	10-Year Ultimate Condition		\$0	\$1,300	\$4,000	\$4,200	\$8,400	\$0	\$0	\$15,900	
230	100-Year Existing Condition		\$0	\$1,300	\$2,000	\$2,800	\$800	\$0	\$0	\$6,900	
240	10-Year Existing Condition		\$0	\$1,300	\$4,000	\$4,200	\$1,800	\$0	\$0	\$11,100	
	SUBTOTAL	\$6	\$0	\$8,200	\$12,000	\$12,600	\$9,600	\$0	\$0		\$39,400
300	Recommended Facilities	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
310	Develop Proposed Local Facility Plan		\$0	\$5,200	\$4,000	\$1,400	\$800	\$0	\$0	\$11,400	
320	Local Facility Sizing and GIS Plan		\$0	\$1,300	\$2,000	\$2,800	\$3,200	\$0	\$0	\$9,300	
330	Hydrologic Modifications		\$0	\$650	\$1,000	\$700	\$0	\$0	\$0	\$2,350	
340	Cost Estimates		\$0	\$650	\$1,000	\$2,800	\$0	\$0	\$0	\$4,450	
	SUBTOTAL	\$0	\$0	\$7,800	\$8,000	\$7,700	\$4,000	\$0	\$0		\$27,600
400	Project Management	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
410	Meetings	\$200	\$0	\$5,200	\$4,000	\$0	\$0	\$0	\$540	\$9,940	
420	Coordination	\$200	\$0	\$5,200	\$2,000	\$0	\$0	\$0	\$0	\$7,400	
430	Quality Control		\$0	\$5,200	\$4,000	\$0	\$800	\$0	\$0	\$10,000	
	SUBTOTAL	\$400	\$0	\$16,600	\$10,000	\$0	\$800	\$0	\$540		\$27,340
500	Document Preparation	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
510	Draft Volume 1	\$500	\$1,500	\$10,400	\$2,000	\$700	\$800	\$0	\$450	\$16,350	
520	Draft Volume 2	\$500	\$0	\$2,800	\$4,000	\$1,400	\$6,400	\$600	\$0	\$15,500	
530	Draft Volume 3	\$500	\$0	\$1,300	\$4,000	\$700	\$800	\$0	\$0	\$7,300	
540	Draft Document Revisions		\$0	\$0	\$3,000	\$0	\$800	\$0	\$0	\$3,800	
550	Final Volume 1, 2 and 3	\$5,000	\$0	\$1,300	\$4,000	\$0	\$8,400	\$300	\$0	\$17,000	
	SUBTOTAL	\$6,500	\$1,500	\$16,600	\$17,000	\$2,800	\$16,200	\$900	\$450		\$69,950
600	Supplemental Services	Direct	PIC	PM	PE	EIT	GIS	GT	CLER		
610	Supplemental Services	\$1,000	\$0	\$5,200	\$6,000	\$2,800	\$3,200	\$0	\$0	\$18,200	
	TOTAL	\$8,480	\$3,000	\$66,380	\$81,600	\$29,400	\$39,200	\$1,600	\$1,440		\$186,870
Total Fee =											\$186,870

EXHIBIT "E"
Central Neighborhood Flood Control Master Plan



CLV-CNFCMP 2002
 October 2002



EXHIBIT F
INVOICE FOR CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

TO: CITY OF LAS VEGAS
 400 East Stewart Avenue
 Las Vegas, Nevada 89101

FROM: PBS&J
 2270 Corporate Circle, Ste 100
 Henderson, Nevada 89074

Project: Central Neighborhood Flood Control Master Plan
Attention: Randy Fultz

Date: _____
Period: From: _____ To: _____
Invoice #: _____
JOB #: _____

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget	Previously Billed
100	Data Collection and Reconnaissance	\$ 14,480.00	0.0%		0.0%	\$ -	100.0%	\$ 14,480.00	
200	Hydrologic and Hydraulic Modeling	\$ 39,400.00	0.0%		0.0%	\$ -	100.0%	\$ 39,400.00	
300	Recommended Facilities	\$ 27,500.00	0.0%		0.0%	\$ -	100.0%	\$ 27,500.00	
400	Project Management	\$ 27,340.00	0.0%		0.0%	\$ -	100.0%	\$ 27,340.00	
500	Document Preparation	\$ 59,950.00	0.0%		0.0%	\$ -	100.0%	\$ 59,950.00	
Subtotal (\$)	Subtotals	\$ 168,670.00		\$ -		\$ -		\$ 168,670.00	\$ -

Expenses:

Reimbursables						\$ -		\$ -	
Other		\$ -				\$ -		\$ -	
Subtotal		\$ -		\$ -		\$ -		\$ -	\$ -

SubConsultants:

						\$ -		\$ -	
						\$ -		\$ -	
				\$ -		\$ -		\$ -	
				\$ -		\$ -		\$ -	\$ -
				\$ -		\$ -		\$ -	\$ -
Subtotal		\$ -		\$ -		\$ -		\$ -	\$ -

Subtotal All Services	\$ 168,670.00	0.0%	\$ -	0.0%	\$ -	\$ 168,670.00	\$ -
<5% Retention>			\$ -		\$ -		

TOTAL AMOUNT DUE THIS INVOICE	\$ -

Total Amount Billed to Date \$ -

Total Amount of Retention to Date \$ -

Total Amount of Contract (Not to Exceed)

Total Amount Remaining In Contract \$ -

Please Remit Payment to: PBS&J, File 57024, Los Angeles, CA 90074-7024

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; (e) trust – the trustee and beneficiaries.

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.

Certificate - Disclosure of Ownership/Principals (Continued)

Block 1 Contracting Entity PBS&J Name Dennis E. Fritz, P.E. Address 2270 Corporate Circle, Suite 100 Henderson, NV. 89074 Telephone (702) 263-7275 x 3190 EIN or DUNS 05-043-9223 DUNS	Block 2 Description Subject Matter of Contract/Agreement Central Neighborhood Flood Control Master Plan RFP#

Block 3	Type of Business ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

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.	Richard A. Wickett	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
2.	John B. Zumwalt III	5300 W. Cypress Street, Ste. 300 Tampa, FL. 33607	(813) 282-7275
3.	Scott W. Deloach	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
4.	John S. Shearer	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
5.	Richard W. Karasiewicz	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
6.	James E. Breland	5665 New Northside Drive, Ste. 400 Atlanta, GA. 30328	(770) 933-0280
7.	Judith A. Squillante	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
8.	Robert J. Paulson	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
9.	James M. Killough	3230 W. Commercial Blvd., Ste. 100 Ft. Lauderdale, FL. 33309	(954) 733-7233

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
10.	Richard M. Grubel	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
11.	Ellis L. Grosh	5300 W. Cypress Street, Ste. 300 Tampa, FL. 33607	(813) 282-7275
12.	Donald R. Vogt	12101 Indian Creek Court Beltsville, MD. 20705	(301) 210-6800
13.	Joseph L. Miller	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
14.	William P. Pitcher	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
15.	Todd J. Kenner	2270 Corporate Circle, Ste. 100 Henderson, NV. 89074	(702) 263-7275
16.	Thomas D. Pellarin	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
17.	Edward C. Jensen	482 South Keller Road Orlando, FL. 32810	(407) 647-7275
18.	Michael H. Dye	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
19.	William Randolph	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275
20	The PBS&J Profit Sharing Plan and Trust	2001 NW 107 th Ave. Miami, FL. 33172	(305) 592-7275

**Certificate - Disclosure of Ownership/Principals
(Continued)**

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: N/A.

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: N/A

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

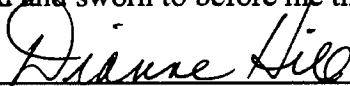


Dennis E. Fritz, P.E.

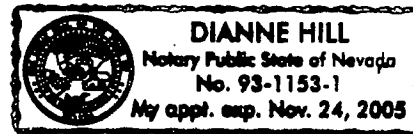


Date

Subscribed and sworn to before me this 5th day of NOVEMBER, 2002



Notary Public



City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Designated Services Agreement with Testing Engineers of Nevada for Material Testing and Special Inspection Services of Field Operations Buildings - West Yard located at Cheyenne Avenue and Buffalo Drive (\$63,116 Capital Improvement Projects Enterprise Fund) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$63,116**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: CIP Enterprise Fund****PURPOSE/BACKGROUND:**

Material Testing and Special Inspections for the construction of the Field Operations Buildings - West Yard that include a new Administration Center Facility with offices for Sanitation, Streets, and Parks Divisions, Material Storage Waste Transfer Handling Building, Maintenance Building, and IT Contingency Room.

RECOMMENDATION:

That the City Council approve the negotiated Designated Services Agreement with Testing Engineers of Nevada for Material Testing/Special Inspection Services of Field Operations Buildings - West Yard in the amount of \$63,116 and approve an Additional Services contingency reserve of \$6,300.

BACKUP DOCUMENTATION:

Designated Services Agreement

MOTION:

REESE - APPROVED Items 4 through 45 - UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 - 9:35)

1-792

DESIGNATED SERVICES AGREEMENT FOR MATERIAL TESTING/SPECIAL INSPECTION

THIS AGREEMENT is made and entered into this 20 day of November, 2002, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and TESTING ENGINEERS OF NEVADA, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the FIELD OPERATIONS WEST YARD (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing MATERIAL TESTING/SPECIAL INSPECTION hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and posses the special knowledge, skills and expertise 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 MATERIAL TESTING/SPECIAL INSPECTION set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Required Submittals) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for MATERIAL TESTING/SPECIAL INSPECTION.

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

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

1.05 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as SHANE JOHNSON, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. 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 PATRICK BATTE' 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, specifications, test results, evaluations, and reports 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. The City shall provide Access to the Consultant on to the project site as may be required to perform the services under this Agreement.

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 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 Section Seven of this Agreement.

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

SECTION FIVE SUBCONSULTANT AGREEMENT

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

(i). 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.

(ii). The subconsultant shall have no more rights against the City than that of the Consultant.

(iii). 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.

(iv). 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 this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (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, the City agrees to set aside sufficient funds to compensate the Consultant for Basic Services.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant a fixed fee in the amount as set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 Compensation: Additional Services. For any services not set forth in Exhibit "A" (Scope of Services), the City shall pay to the Consultant a sum based upon the hourly fees set forth in Exhibit "E" (Consultant's Hourly Rate Schedule), provided prior approval for such services is given in writing by the City's Representative.

7.04 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the project, until such time as payment is received and re-adjust the project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

7.05 Retainage. 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 retainage may be increased as provided in Section 8.02 of this Agreement.

7.06 Right to Off-Set. The City's Representative may subtract or offset from any unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or 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 Final Payment and Release of Retainage. Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The Consultant shall perform and complete the services required hereunder according to the schedule ("Consultant's Performance Schedule") set forth in Exhibit "C". The Consultant shall respond to a request to perform a testing within a reasonable time the request is received from the City's Representative. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact City's Representative while onsite. The Consultant shall deliver test results to the City in accordance with the times outlined in Exhibit "C". If the performance of services is delayed or test results are not delivered in the time period as outlined in Exhibit "C", the Consultant shall notify the City's Representative in writing of the reasons for the delay.

8.02 Increase in Retainage. 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 retainage up to ten percent (10%) until such time as the Consultant has complied with the 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 three (3) business days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

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

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

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

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

10.04 *Ownership of Documents.*

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the

documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new Consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

B. The City retains contractual rights to all design concepts developed by the Consultant.

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

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

A. **Workmen's Compensation Insurance.** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

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

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

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

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$200,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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

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

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(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 able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

(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.

(iv). That the Consultant has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

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

TO CITY:

Patrick Batte'
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 382-3232

TO CONSULTANT:

Shane Johnson
TESTING ENGINEERS OF NEVADA
6280 South Valley View Suite 722
Las Vegas, NV 89118

Phone: (702) 227-1944 Fax: (702) 227-1949

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 furnished 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 the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be 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 the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the 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 or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. 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. Arbitration of Claim. 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 mediation rules of the Nevada Arbitration Association or the American Arbitration Association or as agreed 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.

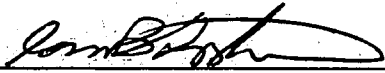
10.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

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

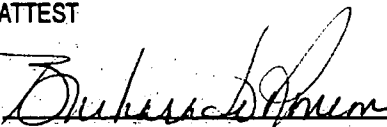
10.24 **Agreement Version.** This Agreement consists of the City's standard provisions updated as of January 12, 2001.

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

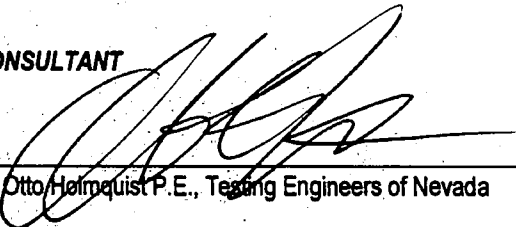
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

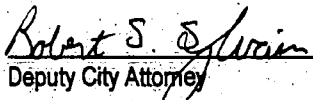
ATTEST


Barbara Jo Ronemus, City Clerk

CONSULTANT

By 
Otto Holmquist P.E., Testing Engineers of Nevada

APPROVED AS TO FORM


Deputy City Attorney

11-5-02
Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS(See Exhibit "A")

EXHIBIT " C " CONSULTANT'S PERFORMANCE SCHEDULE (See Exhibit "A")

EXHIBIT " D " FEE BREAKDOWN (See Exhibit "A")

EXHIBIT " E " CONSULTANT'S HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"**SCOPE OF SERVICES**

In addition to the services to be provided within this Agreement and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated October 15, 2002, attached and included as part of this Exhibit "A". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Agreement.

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

See attached sheet.



TESTING ENGINEERS — NEVADA, INC.

October 15, 2002

Via Facsimile and U.S.

Fax: (702) 464-5702

Phone (702) 229-1046

TENV Proposal No: 02-0168-

Project: West Side Service Center
Las Vegas, NV

Client: Department of Public Works City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101
Attn: Mr. Patrick Batte AIA

Subject: Testing and Inspection Services

Dear Mr. Batte:

Testing Engineers - Nevada, Inc. (TENV) has prepared an estimate of the inspection and testing services for the above referenced project. Included herein is an outline of our scope of services.

We have reviewed the plans and specifications for the referenced project, dated June 26, 2002. City of Las Vegas SI-6 forms dated September 27, 2002 for the Field Maintenance Building, Materials Handling Building, Material Bin, and Wash Bay Buildings were also provided.

Based upon our review of construction documents and our experience, the following areas are those where testing and inspection services will be required:

- Excavation, Grading, and Filling (per soils report)
- Structural Concrete Masonry Unit inspection and sample testing
- High Strength Bolting Inspection
- Metal Deck Welding Inspection
- Poured in Place Concrete Observation and Sample collection
- Non-shrink Grout inspection and sample testing
- Expansive Bolts & Bolts set in epoxy inspections
- Poured in Place Concrete Observation and Sample collection
- Structural Steel Inspection and Welding Observation

Our Proposal was based upon the following assumptions:

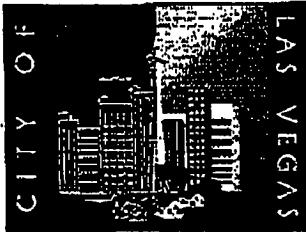
- A dual certified technician is to inspect footings and steel reinforcing prepared for poured in place concrete.
- A technician will be present continuously during installation of bolts set in epoxy.
- A technician will be present continuously during placement of poured in place footing concrete.
- A technician will be present continuously during grading, backfill, and compaction.
- Re-inspections of non-acceptable work are not included in this proposal.

Based upon these assumptions, our estimated fees for observation, testing, and consulting services to completion of the project total \$63,116.00 (see Scope of Services – EXHIBIT "A" attached).

EXHIBIT " A" SCOPE OF SERVICES**TESTING ENGINEERS - NEVADA, INC.****6280 Valley View Blvd. Suite 722****Phone: (702) 214-8368****Las Vegas, NV 89118****Fax: (702) 227-1949****Project: West Side Service Center - City of Las Vegas****Proposal Date: October 7, 2002****Proposal Number: 02-0168****Scope of Services: Professional Services - Perform sampling and testing of construction materials (soil, concrete, masonry, masonry units, steel) and perform special inspections in accordance with UBC Chapter 1701. Assumptions for Fee Estimate are presented in transmitted letter.****Items used for Proposal: City of Las Vegas SI-6 Form (attached) for C-0241-02 issued from the Structural Plans Examiner.****Schedule: None Available at Time of Proposal Preparation-Based on Contractors schedule.**

Its Grading/Backfill, Unit Masonry & Concrete	Rate	Hours/Each	Total
Grading & Backfill Observation (full time) and Compaction Testing	48	400	18400
Street Grading & Backfill Observation (full time) and Compaction Testing	48	120	5520
Parking Lot Grading/Paving Observation & Compaction (part time)	48	30	1380
Concrete Placement Observation for Unit Masonry Footings	50	16	800
Reinforcing Steel Placement Inspection for Masonry Unit Footings	50	INCLUDED	INCLUDED
Unit Masonry Reinforcing Steel and Grout Placement Observation	50	24	1200
Subtotal			27300
Site & Off- Site Concrete, Unit Masonry, & Soils			
ASTM D1557 Modified Proctor	150	3	450
UBC 29-2 Expansion Index	55	3	165
ASTM D4318 Atterberg Limits	110	3	330
ASTM D422 Sieve Analysis	80	3	240
ASTM D 2487 Soil Plasticity Index	80	3	240
Solubility	75	3	225
Chemical Analysis	55	3	165
ASTM C 136 Aggregate Sieve Analysis	70	3	210
ASTM E 447 Masonry Prism Compressive Strength (set of 5 +1 set of 3)	100	8	800
ASTM C 39 Concrete Cylinder Compressive Strength (sets of 4)	52	2	104
ASTM C 780 Mortar Composition & Properties	18	8	128
ASTM C 1019 Grout Compressive Strength	18	8	128
Subtotal			3185
& Off-Site Grading/Backfill, Masonry & Concrete			30485
Tasks: Field Operations Building			
Special Inspections and Materials Testing are not a part of this Proposal	0	0	0
Tasks: IT Building Expansion			
Special Inspections and Materials Testing are not a part of this Proposal	0	0	0
Tasks: Field Maintenance Building			
High Strength Bolt Inspection	58	2	116
Reinforcing Steel Placement	50	INCLUDED	INCLUDED
Bolts Installed in Concrete Inspection	50	INCLUDED	INCLUDED
Metal Deck Welding (full time)	58	64	3712
Unit Masonry Reinforcing Steel and Grout Placement Inspection	50	30	1500
Concrete Placement Observation for Footings	50	24	1200
Expansive Bolt Inspections (incl. Bolts set in Epoxy)	58	8	464
Welding Structural Steel Inspection (full time)	58	30	1740
Subtotal			8732
y Testing: Field Maintenance Building			

ASTM C 39 Concrete Cylinder Compressive Strength (sets of 4)	52	1	52
ASTM E 447 Masonry Prism Compressive Strength (set of 5 +18 sets of 3)	100	23	2300
ASTM C 780 Mortar Composition & Properties	16	23	368
ASTM C 1019 Grout Compressive Strength	16	23	368
Subtotal			3088
I: Field Maintenance Building			11820
Tasks: Materials Handling Building			
Unit Masonry Reinforcing Steel and Grout Placement Inspection	50	36	1800
Bolts Installed in Concrete Inspection	50	INCLUDED	INCLUDED
Reinforcing Steel Placement	50	INCLUDED	INCLUDED
Concrete Placement Observation for Footings	50	30	1500
Subtotal			3300
II: Laboratory Testing: Materials Handling Building			
ASTM C 39 Concrete Cylinder Compressive Strength (sets of 4)	52	3	156
ASTM E 447 Masonry Prism Compressive Strength (set of 5 +6 sets of 3)	100	11	1100
ASTM C 780 Mortar Composition & Properties	16	11	176
ASTM C 1019 Grout Compressive Strength	16	11	176
Subtotal			1608
III: Materials Handling Building			4908
Tasks: Materials Bin			
Unit Masonry Reinforcing Steel and Grout Placement Inspection	50	60	3000
Reinforcing Steel Placement	50	INCLUDED	0
Bolts Installed in Concrete Inspection	50	INCLUDED	0
Concrete Placement Observation (Monolithic Pour)	50	8	400
Subtotal			3400
IV: Laboratory Testing: Materials Bin			
ASTM C 39 Concrete Cylinder Compressive Strength (sets of 4)	52	2	104
ASTM E 447 Masonry Prism Compressive Strength (1 set of 5)	100	5	500
ASTM C 780 Mortar Composition & Properties	16	5	80
ASTM C 1019 Grout Compressive Strength	16	5	80
Subtotal			764
Estimated Total: Materials Bin			4164
Tasks: Wash Bays			
Unit Masonry Reinforcing Steel and Grout Placement Inspection	50	56	2800
Reinforcing Steel Placement	50	INCLUDED	0
Bolts Installed in Concrete Inspection	50	INCLUDED	0
Concrete Placement Observation (Monolithic Pour)	50	8	400
Subtotal			3200
V: Laboratory Testing: Wash Bays			
ASTM C 39 Concrete Cylinder Compressive Strength (sets of 4)	52	2	104
ASTM E 447 Masonry Prism Compressive Strength (set of 5 +6 sets of 3)	100	5	500
ASTM C 780 Mortar Composition & Properties	16	5	80
ASTM C 1019 Grout Compressive Strength	16	5	80
Subtotal			764
Estimated Total: Wash Bays			3964
VI: Project Management:			
Project Engineer	110	6	660
Project Manager	75	30	2250
Administrative Assistant	45	45	2025
Pad Certification	400	6	2400
Final QAA	440	1	440
Total: Project Management:			7776
ESTIMATED TOTAL	600	1	63116
Proposal By:	Otto C. Holmquist, P. E. - Vice President		

BUILDING & SAFETY**DEVELOPMENT
SERVICES CENTER****DEPARTMENT OF BUILDING AND SAFETY
DEVELOPMENT SERVICES CENTER****Permits and Inspections, Plans Examination Division**

731 S. Fourth Street, Las Vegas, NV 89101-6918

Switchboard: (702) 229-6251

Plans Status: (702) 229-6916

Online Plans Status: <http://arachnid.ci.las-vegas.nv.us/planscheck/>**FAX TRANSMITTAL FORM**

DATE: 9-26-02

TO: Tate Snyder Kimsey, Attention: Stephen Ranck
 City of Las Vegas Office of Architectural Services, Attention:
 Patrick Batte

FAX #: 898-6209
 382-3232

FROM: Lilian Beltran, P.E.
 Structural Plans Examiner

SUBJECT: City of Las Vegas West Service Yard Miscellaneous Bldgs
 C-241-02

NO. OF PAGES 5
 (INCLUDING THIS
 PAGE)

COMMENTS:

Attached are the modified SI-6, scope of work requiring special inspections, for the above referenced subject. These will replace the SI-6 faxed to you on 7/18/02. Each building or structure that requires special inspection has its own SI-6. Please submit one SI-3 for each of the structures listed in the SI-6. If you have any questions, please call me at 229-2097.

CITY OF LAS VEGAS

SI-6

SCOPE OF WORK

Includes all types of work listed under Uniform Building Code Section 1701.5.

City of Las Vegas PLANCHECK NO. C-241-03

Materials Handling Bldg

Note: This form will be filled out by the Structural Plans Examiner.

App. # 505199

☒	1. Concrete, except <u>S.O.B.</u>
☒	2. Bolts installed in concrete
☐	3. Special moment resisting concrete frame
☐	4. Reinforcing steel
☒	a. Rebars, except <u>S.O.B.</u>
☐	b. Prestressing steel, except _____
☒	5. Structural welding
☒	6. High strength bolting
☐	7. Structural masonry
☐	8. Reinforced gypsum concrete
☐	9. Insulating concrete fill
☐	10. Spray-applied fireproofing
☐	11. Piling, drilled piers, caissons
☐	12. Shotcrete, except pools
☒	13. Special excavation, grading and filling (see SI-11 and soils report)
☐	14. Not used
☐	15. Special cases
☐	a. Rebars and/or bolts in epoxy grout
☐	b. Not used
☐	c. Holdown substitution in tension
☒	d. Metal deck welding and/or attachment
☒	e. Bearing and base plate grouting
☒	f. Structural steel, including, but not limited to, sizes, locations and material certifications. Steel fabrication by a City of Las Vegas approved fabricator. See Tom Gage for current listing.
☐	g. Others _____
☐	16. Material testing
☒	a. Concrete cylinders
☐	b. Masonry prisms
☒	c. Soils
☐	d. Others _____
☐	17. Non-destructive testing
☐	18. Amusement rides
☐	a. Construction inspection and testing
☐	b. Operation and maintenance inspection and testing
☐	c. Others _____
☐	19. Others _____
☒	20. Scope of work on sheet _____ of contract documents

revised 1/4/02

CITY OF LAS VEGAS

SI-6

SCOPE OF WORK

Includes all types of work listed under Uniform Building Code Section 1701.5.

City of Las Vegas PLANCHCK NO. C-241-02 Field Maintenance BldgNote: This form will be filled out by the Structural Plans Examiner. App. # 505200

☒	1. Concrete, except <u>Slab on grade</u>
☒	2. Bolts installed in concrete
☐	3. Special moment resisting concrete frame
☒	4. Reinforcing steel
☒	a. Rebars, except <u>S.D.B.</u>
☐	b. Prestressing steel, except _____
☐	5. Structural welding
☐	6. High strength bolting
☒	7. Structural masonry
☐	8. Reinforced gypsum concrete
☐	9. Insulating concrete fill
☐	10. Spray-applied fireproofing
☐	11. Piling, drilled piers, caissons
☐	12. Shotcrete, except pools
☒	13. Special excavation, grading and filling (see SI-11 and soils report)
☐	14. Not used
☐	15. Special cases
☐	a. Rebars and/or bolts in epoxy grout
☐	b. Not used
☐	c. Holdown substitution in tension
☒	d. Metal deck welding and/or attachment
☐	e. Bearing and base plate grouting
☒	f. Structural steel, including, but not limited to, sizes, locations and material certifications. Steel fabrication by a City of Las Vegas approved fabricator. See Tom Gage for current listing.
☐	g. Others _____
☐	16. Material testing
☒	a. Concrete cylinders
☒	b. Masonry prisms
☒	c. Soils
☐	d. Others _____
☐	17. Non-destructive testing
☐	18. Amusement rides
☐	a. Construction inspection and testing
☐	b. Operation and maintenance inspection and testing
☐	c. Others _____
☐	19. Others _____
☒	20. Scope of work on sheet _____ of contract documents

revised 1/4/02

CITY OF LAS VEGAS
SI-6

SCOPE OF WORK

Includes all types of work listed under Uniform Building Code Section 1701.5.

City of Las Vegas PLANCHCK NO. C-241-02 Material Bin

Note: This form will be filled out by the Structural Plans Examiner.

☒	1. Concrete, except <u>5:0:6</u>
☐	2. Bolts installed in concrete
☐	3. Special moment resisting concrete frame
☐	4. Reinforcing steel
☒	a. Rebars, except <u>5:0:6</u>
☐	b. Prestressing steel, except _____
☐	5. Structural welding
☐	6. High strength bolting
☒	7. Structural masonry
☐	8. Reinforced gypsum concrete
☐	9. Insulating concrete fill
☐	10. Spray-applied fireproofing
☐	11. Piling, drilled piers, caissons
☐	12. Shotcrete, except pools
☐	13. Special excavation, grading and filling (see SI-11 and soils report)
☐	14. Not used
☐	15. Special cases
☐	a. Rebars and/or bolts in epoxy grout
☐	b. Not used
☐	c. Holdown substitution in tension
☐	d. Metal deck welding and/or attachment
☐	e. Bearing and base plate grouting
☐	f. Structural steel, including, but not limited to, sizes, locations and material certifications. Steel fabrication by a City of Las Vegas approved fabricator. See Tom Gage for current listing.
☐	g. Others _____
☐	16. Material testing
☒	a. Concrete cylinders
☒	b. Masonry prisms
☐	c. Soils
☐	d. Others _____
☐	17. Non-destructive testing
☐	18. Amusement rides
☐	a. Construction inspection and testing
☐	b. Operation and maintenance inspection and testing
☐	c. Others _____
☐	19. Others _____
☒	20. Scope of work on sheet _____ of contract documents

revised 1/4/02

CITY OF LAS VEGAS
SI-6

SCOPE OF WORK

Includes all types of work listed under Uniform Building Code Section 1701.5.

City of Las Vegas PLANCHCK NO. 0-241-02 Wash Bay Bldgs

Note: This form will be filled out by the Structural Plans Examiner. App. # 505226

☒	1. Concrete, except <u>S.O.G.</u>
☒	2. Bolts installed in concrete
☐	3. Special moment resisting concrete frame
☐	4. Reinforcing steel
☒	a. Rebars, except <u>S.O.G.</u>
☐	b. Prestressing steel, except _____
☒	5. Structural welding
☒	6. High strength bolting
☒	7. Structural masonry
☐	8. Reinforced gypsum concrete
☐	9. Insulating concrete fill
☐	10. Spray-applied fireproofing
☐	11. Piling, drilled piers, caissons
☐	12. Shotcrete, except pools
☒	13. Special excavation, grading and filling (see SI-11 and soils report)
☐	14. Not used
☐	15. Special cases
☐	a. Rebars and/or bolts in epoxy grout
☐	b. Not used
☐	c. Holdown substitution in tension
☒	d. Metal deck welding and/or attachment
☒	e. Bearing and base plate grouting
☒	f. Structural steel, including, but not limited to, sizes, locations and material certifications. Steel fabrication by a City of Las Vegas approved fabricator. See Tom Gage for current listing.
☐	g. Others _____
☐	16. Material testing
☒	a. Concrete cylinders
☒	b. Masonry prisms
☒	c. Soils
☐	d. Others _____
☐	17. Non-destructive testing
☐	18. Amusement rides
☐	a. Construction inspection and testing
☐	b. Operation and maintenance inspection and testing
☐	c. Others _____
☐	19. Others _____
☒	20. Scope of work on sheet _____ of contract documents

revised 1/4/02

EXHIBIT "B"**REQUIRED SUBMITTALS**

The scope of services shall include providing five (2) copies of the following reports, stamped, signed and dated by the licensed engineer of record:

Special Inspection Agency Final Report-Based on SI-6 Form for C-0241-02 provided by City Of Las Vegas Structural Plans Examiner.

Daily Field Observation Reports

Pad Certification Requirement Document

Final Grading Report

END OF EXHIBIT "B"

EXHIBIT "C"**CONSULTANT'S PERFORMANCE SCHEDULE**

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

Subject to any limitations stated in the Consultant's proposal, the specified investigation shall be completed and reports delivered to the City within Thirty (30) calendar days, barring circumstances beyond the Consultant's control that force a delay.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

END OF EXHIBIT "C"

EXHIBIT "D"**FEE BREAKDOWN**

See Exhibit "A" attached hereto.

END OF EXHIBIT "D"

EXHIBIT "E"**CONSULTANT'S HOURLY RATE SCHEDULE****CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the contract and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$110
Project Manager	\$75
Grading Technician	\$46
Special Inspector (R,M)	\$50
Clerical	\$45
Welding Inspector	\$58

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"**KEY PERSONNEL LIST****CITY PERSONNEL**

PROJECT MANAGER: Patrick Batte'

PROJECT REPRESENTATIVE: Gary Barr

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Shane Johnson

ENGINEER OF RECORD: Otto C. Holmquist

PROJECT MANAGER: Shane Johnson

TECHNICIAN/CADD: Rick Schluter, Shawn Rakkaw, Derek Jensen

CLERICAL: Kim Cain, Teresa Danks

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

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	<u>Contracting Entity</u>
TESTING ENGINEERS - NEVADA, INC.	
Name	
6280 S. VALLEY VIEW BLVD., #722	
Address	
LAS VEGAS, NV. 89118	
Telephone	
702-214-8368	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	
MATERIAL TESTING /	
SPECIAL INSPECTION	
RFP #	

Block 3	<u>Type of Business</u>
☐ 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.	DICKERSON WRIGHT, CEO	U.S. LABORATORIES INC.	858 715 5800
2.	DONALD C. ALFORD	7895 CONVOY CT, SUITE 18	
3.	MARTIN B. LOWENTHAL	SAN DIEGO, CA 92111	
4.	JOSEPH M. WASILEWSKI, CFO		
5.	BERRY GRUBBS		
6.			
7.			
8.			
9.			
10.			

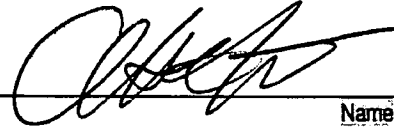
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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: SEC SCHEDULE 14D-9
 Date of Attached Document: 9-11-02 Number of Pages: 59

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

10-18-02
 Date

Subscribed and sworn to before me this 18 day of

October 2002.
T. M. Danks
 Notary Public



City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 20, 2002****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-123-2002 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) (\$179,175.37 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

Fiscal Impact☐**No Impact**☐**Budget Funds Available**☒**Augmentation Required****Amount:** \$179,175.37**Dept./Division:** Public Works/SID**Funding Source:** Capital Projects Fund – Special Assessments**PURPOSE/BACKGROUND:**

The installation of pavement, curb, gutter, sidewalk, driveways, streetlights, and sewer laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-123-2002

MOTION:

REESE – APPROVED Items 4 through 45 – UNANIMOUS with M. McDONALD excused

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-792

RESOLUTION NO. R-123-2002

A RESOLUTION CONCERNING LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1472 – DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL PARKWAY) AWARDED THE CONTRACT FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IN THE DISTRICT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST AND BEST BID UPON PROPER TERMS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Bid Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark and State of Nevada, pursuant to the Special Improvement District No. 1472 Creation Ordinance (hereinafter the "Creation Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway) (hereinafter the "District") and ordered the acquisition of public improvements within such District in the City; and

WHEREAS, a proper notice that sets forth the invitation to submit bids for the furnishing of labor, materials, transportation and services was given by Las Vegas, Nevada, Special Improvement District No. 1472 Provisional Order Resolution in the manner and for the periods that are provided for in Section 271.190 and Section 271.335 of the Nevada Revised Statutes ("NRS" herein); and

WHEREAS, upon the receipt of such bids, the City Engineer and the Engineering Integration Division recommended to the City Council, in writing, the name of the successful bidder; and

WHEREAS, upon having received such written recommendation, the City Council now desires to authorize and award the construction contract, by this Resolution, to the responsible bidder submitting the lowest and best bid upon proper terms; and

WHEREAS, the amount of the best bid for such construction contract for the improvements does not exceed the City Engineer's estimates of cost.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA:

Section 1. The City Council determines and hereby declares that the bid for the construction of the improvements of Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway) submitted by Las Vegas Paving Corporation, of Las Vegas, Nevada (hereinafter the "Contractor"), is the lowest and best bid, determined in the manner required by law, submitted by a responsible bidder and the same is hereby accepted.

Section 2. The Mayor of the City Council and the City Clerk, on behalf of Las Vegas, Nevada, be, and they hereby are, authorized in accordance with NRS 271.335 to execute a contract with the Contractor for a construction project which includes, in part, the construction of the improvements in Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway).

Section 3. All actions, 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 District, including, but not limited to, the publication by the City Engineer, on behalf of the City, of the notice to bidders, the acquisition of the improvements, and the levy of assessments for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The Officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the construction project and for the completion of the District.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

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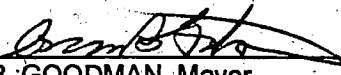
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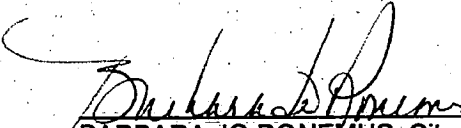
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Section 7. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

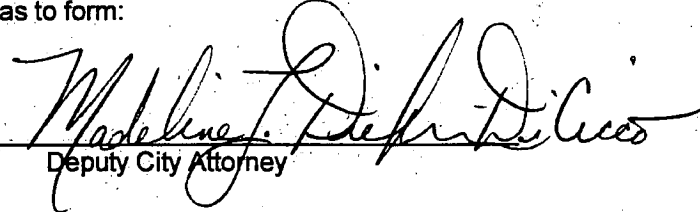
PASSED, APPROVED AND ADOPTED, November 20, 2002.


OSCAR B. GOODMAN, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to form:

11-7-02 
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 November 20, 2002.

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:

Oscar B. Goodman
 Gary Reese
 Larry Brown
 Lynette Boggs McDonald
 Lawrence Weekly
 Michael Mack

Those Voting Nay:

NONE

Those Absent:

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 November 20, 2002, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 20, 2002.

(SEAL)

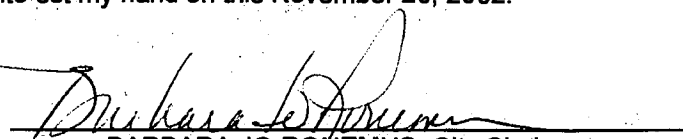

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

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.

THE CITY COUNCIL MEETING NORMALLY SCHEDULED FOR JANUARY 2, 2003 HAS BEEN RESCHEDULED TO **JANUARY 8, 2003** AND THE MEETING SCHEDULED FOR JANUARY 15, 2003 HAS BEEN RESCHEDULED TO **JANUARY 22, 2003**

NOVEMBER 20, 2002

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, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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 THE COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - CHAPLAIN CHARLOTTE M. LEAS, BEREAVEMENT COORDINATOR FOR BUNKERS MORTUARIES
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO CITY COUNCIL BY MEADOWS SCHOOL CHILDREN

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 October 16, 2002

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 professional services agreement with Kirchhoff & Associates for an organizational and management study (\$57,900 – General Fund)

CITY CLERK - CONSENT

4. Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval to transfer funding in the amount of \$125,000 (Parks and Leisure Activities Capital Projects Fund) from the Mountain Ridge Park Phase III project to the Childrens Memorial Park project (\$90,000) and the Northwest Senior Center (\$35,000) - Ward 6 (Mack)
7. Approval of a new Family Home Child Care License, Soma Abeygunawardana, dba Soma Abeygunawardana, 5812 Capitola Ave., Soma Abeygunawardana, 100% - Ward 6 (Mack)
8. Approval of a new Family Home Child Care License, Holly Andrews, dba Holly Andrews, 8500 Eddy Stone Ave., Holly J. Andrews, 100% - Ward 1 (M. McDonald)
9. Approval of a new Family Home Child Care License, Margaret Boxley, dba Margaret Boxley, 1210 Riverside Drive, Margaret Boxley, 100% - Ward 5 (Weekly)
10. Approval of a new Family Home Child Care License, Jamie Lynn Janke, dba Jamie Lynn Janke, 4448 Midway Lane, Jamie L. Janke, 100% - Ward 6 (Mack)
11. Approval of a new Family Home Child Care License, Dorothy Price, dba Dorothy Price, 4613 Bristol Manor Drive, Dorothy Price, 100% - Ward 5 (Weekly)
12. Approval of Change of Business Name for a Beer/Wine/Cooler On-sale Liquor License, Instant Impressions, Inc., dba From: Photo and Flowers Garden Cafe, To: The Wildflower Café and Florist, 3818 Meadows Lane, Michael G. Maguire, Dir, Pres, 37.5%, Judy A. Maguire, Dir, Secy, 37.5%, Steven D. Gradwell, Dir, Treas, 10% - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of Rescission of the April 17, 2002 City Council Approval of Change of Ownership for a Tavern Liquor License and a new Non-restricted Gaming License, From: Four Queens, Inc., a wholly-owned subsidiary of Elsinore Corporation, PTC, Philip W. Madow, Dir, Pres, Secy, Treas, Gen Mgr, To: TLC-4Q, Inc., dba Four Queens Hotel & Casino, 202 Fremont Street, Terry L. Caudill, Dir, Pres, Secy, Treas, TLC Casino Enterprises, Inc., 100%, Terry L. Caudill, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
14. Approval of Change of Business Name for a Tavern Liquor License and a Restricted Gaming License for 15 slots, Marlan, Inc., dba From: Shifty's, To: Shifty's Crows Nest, 3805 West Sahara Ave., George L. Crow, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
15. Approval of Change of Location for an Auctioneer License subject to the provisions of the fire and planning codes, United States of America Auction Co., dba USA Auctions, From: 2753 South Highland Drive, #1046, To: 3021 South Valley View Blvd., #104, Adam S. Miller, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
16. Approval of Change of Location for a Locksmith License, Richard Carrero, dba Locks Around the Clock, From: 322 Wind River Drive, To: 950 South Cimarron Road, Richard Carrero, 100% - Ward 2 (L.B. McDonald)
17. Approval of Change of Location and Business Name for a Psychic Art and Science License subject to the provisions of the planning and fire codes, Margo Piper, dba From: SeekUnique@the Lakes, 2914 Lake East Drive, To: Margo Piper, 6848 West Charleston Blvd., Margo Piper, 100% - Ward 1 (M. McDonald)
18. Approval of authorization to use Las Vegas Valley Water District (LVVWD) Bid Number 1003-02 for Model year 2003 Miscellaneous Vehicles (DAR) - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$100,472 - Internal Service Fund) and FAIRWAY CHEVROLET (\$264,541.20 - Internal Service Fund)
19. Approval of award of Contract 030168 for access control system services (KR) - Detention & Enforcement - Award recommended to: DIEBOLD, INC. (\$150,000 - Capital Projects & General Funds)
20. Approval of authorization to use Clark County Bid Number 5200-02 for one (1) 7.3 cubic yard Regenerative Street Sweeper (DAR) - Department of Field Operations - Award recommended to: SNE EQUIPMENT SERVICES (\$114,082 - Internal Service Fund)
21. Approval of revision number two to Purchase Order 213441 to Haworth, Inc. (CW) - Various Departments - Award recommended to: HAWORTH, INC. (\$100,000 - Various Funds)
22. Approval of Use Agreement to utilize State of Nevada RFP number 1220 for document destruction and shredding services - VARIOUS DEPARTMENTS - Award recommended to: ASSURED DOCUMENT DESTRUCTION, INC. (\$30,000 - General Fund)
23. Approval of rejection of all bids received on Bid Number 02.15341.13-LED, Detention Facility Unit 4 Exercise Yard Cover - Department of Public Works - Ward 3 (Reese)
24. Approval of rejection of all bids received on Bid Number 030169-DAR, Annual Requirements Contract for Building Supplies - Department of Field Operations
25. Approval of award of Bid Number 030139-LED, Installation of Wrought Iron Fence at James Gay III Park and approve the construction conflicts & contingency reserve set by Finance & Business Services - Department of Leisure Services - Award recommended to: BUILT ON INTEGRITY, INC. (\$113,558.06 - Capital Projects Fund) - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Engineering Services Agreement with PBS&J to provide the engineering design services for the Central Neighborhood Flood Control Master Plan (\$186,870 - City of Las Vegas General Fund) - Wards 1, 2, 3 and 5 (M. McDonald, L.B. McDonald, Reese and Weekly)
42. Approval of a Designated Services Agreement with Testing Engineers of Nevada for Material Testing and Special Inspection Services of Field Operations Buildings - West Yard located at Cheyenne Avenue and Buffalo Drive (\$63,116 Capital Improvement Projects Enterprise Fund) - Ward 4 (Brown)

RESOLUTIONS - CONSENT

43. R-123-2002 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) (\$179,175.37 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
44. R-124-2002 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

45. Approval of Memorandum of Understanding (MOU) 2002-7 between the City of Las Vegas and Westbridge Association (WA) in association with the development of the Mirabelli Senior Center/Park located at 6208 Hargrove Avenue - Ward 1 (M. McDonald)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

46. Report from the City Manager on emerging issues
47. Report on Meadows Village Task Force and direct staff accordingly
48. Report and possible action regarding State-owned property identified as Floyd Lamb State Park - Ward 6 (Mack)

CITY ATTORNEY - DISCUSSION

49. Discussion and possible action on Appeal of Work Card Denial: Approved May 15, 2002 subject to six month review: Donnell Weathers, 1225 West Washington, Las Vegas, Nevada 89106

FIELD OPERATIONS DEPARTMENT - DISCUSSION

50. Discussion and possible action regarding a proposed City sidewalk repair program (\$200,000 - General Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

51. Discussion and possible action regarding a new Tavern Liquor License subject to the provisions of the fire codes and Health Dept. regulations, GMN Associates, LLC, dba GMN Associates, LLC, 2828 Highland Drive, Domenick J. Cilea Mgr, Mmbr, 100%, William F. Luddecke, Lender - Ward 1 (M. McDonald)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

52. Discussion and possible action regarding Temporary Approval of a new Supper Club Liquor License and a new Liquor Caterer License subject to the provisions of the fire codes and Health Dept. regulations, Tuscan Restaurant Enterprises, LLC, dba Trè, 1050 South Rampart Blvd., Mario Maccioni, Mgr, Mmbr, Gen Mgr, 33.3%, Mauro L. Maccioni, Mmbr, 33.3%, Marco E. Maccioni, Mmbr, 33.3% - Ward 2 (L.B. McDonald)
53. Discussion and possible action regarding a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Market Gaming, Inc., db at Vons #2613, 6450 Sky Pointe Drive - Ward 6 (Mack)
54. Discussion and possible action regarding Change of Ownership for a Tavern Liquor License subject to the provisions of the fire codes and Health Dept. regulations, From: Peter Eliades, 100%, To: Peter Eliades & OG-LA, LLC, dba Olympic Garden, 1531 Las Vegas Blvd., South, OG-LA, LLC, 50%, Peter R. Feinstein, Mgr, Mmbr, 10%, David M. Talla, Mmbr, 71%, Rex A. Licklider, Mmbr, 19% - Ward 1 (M. McDonald)

LEISURE SERVICES DEPARTMENT - DISCUSSION

55. ABEYANCE ITEM - Report on the status of the Community Schools Transition Plan

RESOLUTIONS - DISCUSSION

56. R-125-2002 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Owner Participation Agreement with PH GSA, LLC and consenting to the undertakings of Office District Parking I, Inc. in connection with the Disposition and Development Agreement for the development of the project at the southwest area of Fourth Street and Bonneville Avenue - Ward 1 (McDonald) [NOTE: This item is a companion item to Council Item #59 (Real Estate) and Redevelopment Agency Item #5 (RA-3-2002)]

BOARDS & COMMISSIONS - DISCUSSION

57. PARK & RECREATION ADVISORY COMMISSION – Marjean Shea, Term Expiration 12-11-2002; Stephen Reilly, Term Expiration 12-11-2002; Thomas Pfundstein, Term Expiration 12-11-2002 (Resigned)
58. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

59. Discussion and possible action to direct staff regarding a Disposition and Development Agreement with PH GSA LLC Proposal for IRS District Headquarters to be located at the southwest corner of 4th and Bonneville (139-34-311-105; 139-34-311-106; 139-34-311-107; 139-34-311-110) - Ward 1 (M. McDonald) [NOTE: This item is a companion to Council Item #56 (R-125-2002) and to the Redevelopment Agency Item #5 (RA-3-2002)]

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

60. Bill No. 2002-114 – Annexation No. A-0010-02(A) – Property location: 330 feet south of Alexander Road and 1,400 feet west of Hualapai Way; Petitioned by: Southwest Desert Equities, LLC; Acreage: 2.64 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Larry Brown

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

61. Bill No. 2002-115 – Annexation No. A-0012-02(A) – Property location: 290 feet south of Alexander Road and 300 feet west of Cimarron Road; Petitioned by: Alexander and Phillip Mackovski; Acreage: 2.66 acres; Zoned: R-E (County zoning), U (ML) (City equivalent). Sponsored by: Councilman Larry Brown
62. Bill No. 2002-118 – Annexation No. A-0026-02(A) – Property location: On the east side of Fort Apache Road, 660 feet south of Elkhorn Road; Petitioned by: David B. Ober Family Trust, et al.; Acreage: 5.09 acres; Zoned: R-E (County zoning), U (ML-TC) (City equivalent). Sponsored by: Councilman Michael Mack
63. Bill No. 2002-120 – Annexation No. A-0028-02(A) – Property location: On the northwest corner of Jones Boulevard and Horse Drive; Petitioned by: Miceli Family Trust, et al.; Acreage: 10.56 acres; Zoned: R-E / RNP 1 (County zoning), U (DR) (City equivalent). Sponsored by: Councilman Michael Mack
64. Bill No. 2002-122 - Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2002, for Special Improvement District (SID) numbers 1463, 1470, 1471, 1473, 1477 in an amount not to exceed \$4,750,500. Proposed by: Mark Vincent, Director of Finance & Business Services - Various Wards

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.

65. Bill No. 2002-123 – Annexation No. A-0003-02(A) – Property location: On the west side of Jones Boulevard, approximately 1,300 feet north of Cheyenne Avenue; Petitioned by: Kenneth and Myrna Christensen; Acreage: 0.74 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
66. Bill No. 2002-124 – Annexation No. A-0004-02(A) – Property location: On the south side of Oakey Boulevard, 600 feet east of Jones Boulevard; Petitioned by: John Rohay; Acreage: 0.72 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael McDonald
67. Bill No. 2002-125 – Annexation No. A-0006-02(A) – Property location: On the northwest corner of Rainbow Boulevard and Farm Road; Petitioned by: Ralph L. and Marcella V. Cooper 1992 Living Trust; Acreage: 2.52 acres; Zoned: R-E/RNP-1 (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
68. Bill No. 2002-126 – Annexation No. A-0007-02(A) – Property location: Near the southeast corner of O'Bannon Drive and Mohawk Street; Petitioned by: Charlene Williams, et al.; Acreage: 1.27 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael McDonald
69. Bill No. 2002-127 – Annexation No. A-0022-02(A) – Property location: On the east side of Queen Irene Court, 200 feet south of Regena Avenue; Petitioned by: City of Las Vegas, as previous owner; Acreage: 0.46 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
70. Bill No. 2002-128 – Annexation No. A-0023-02(A) – Property location: On the north side of Wittig Avenue, 660 feet east of Grand Canyon Drive; Petitioned by: Pardee Homes of Nevada; Acreage: 2.52 acres; Zoned: R-E (County zoning), U (L) (City equivalent). Sponsored by: Councilman Michael Mack
71. Bill No. 2002-129 – Designates Neighborhood Services as the departmental liaison for the Senior Citizens Advisory Board. Proposed by: Elizabeth Fretwell, Deputy City Manager
72. Bill No. 2002-130 – Updates various design standards adopted as part of the Downtown Centennial Plan and applicable to the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development

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

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

73. Bill No. 2002-131 – Updates the zoning regulations pertaining to temporary commercial uses. Proposed by: Robert S. Genzer, Director of Planning and Development
74. Bill No. 2002-132 – Allows the sale of motorcycles and motor scooters in the C-1 Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development
75. Bill No. 2002-133 – Adopts the latest revision to the Uniform Regulations for the Control of Drainage. Proposed by: Richard D. Goecke, Director of Public Works

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.

76. Bill No. 2002-134 – Annexation No. A-0042-02(A) – Property location: On the southwest corner of Shadow Mountain Place and Lake Mead Boulevard; Petitioned by: Nevada Homes Group; Acreage: 1.18 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
77. Bill No. 2002-135 – Increases the compensation of, and provides a vehicle allowance for, the Mayor and City Council (\$110,774 - General Fund). Proposed by: Doug Selby, City Manager
78. Bill No. 2002-136 – Repeals the Municipal Code chapter relating to ethics, and readopts certain provisions regarding lobbying and certain provisions regarding political activities of City employees. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

79. 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

80. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 11 West Utah Street (aka 1500 South Main Street). PROPERTY OWNER: MASSOUD KHAZAIE - Ward 1 (M. McDonald)
81. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 1204 Clairemont Street. PROPERTY OWNER: GENARDO AND BRENDA PADILLA - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

82. EXTENSION OF TIME - REZONING - Z-0043-00(2) - SHIRON CORPORATION ON BEHALF OF ACCLAIM MTI, LIMITED LIABILITY PARTNERSHIP - Request for an Extension of Time on an approved Rezoning (Z-0043-00) FROM: U (Undeveloped) Zone [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 9.5 acres adjacent to the northwest corner of Centennial Parkway and Tenaya Way (APN: 125-22-404-003), PROPOSED USE: Commercial Retail Center, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

83. EXTENSION OF TIME - REZONING - Z-0043-00(3) - SHIRON CORPORATION ON BEHALF OF ACCLAIM MTI, LIMITED LIABILITY PARTNERSHIP - Request for an Extension of Time on an approved Site Development Plan Review [Z-0043-00(1)] FOR A 74,900 SQUARE FEET COMMERCIAL RETAIL CENTER on 9.5 acres adjacent to the northwest corner of Centennial Parkway and Tenaya Way (APN: 125-22-404-003), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: TC (Town Center)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

84. EXTENSION OF TIME - REZONING - Z-0068-00(2) - TAMRA C. RUGGLES ON BEHALF OF WHITING BROTHERS - Request for an Extension of Time of an approved Rezoning (Z-0068-00) FROM: R-E (Residence Estates) TO: C-M (Commercial/Industrial) on 2.58 acres at 2133, 2135, and 2207 West Bonanza Road (APN 139-29-802-001, 002 and 003), PROPOSED USE: Landscape Materials Supply Yard, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

85. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SD-0046-02 - REVIEW REQUESTED BY THE CITY COUNCIL FOR THE APPLICATION OF MARY BARTSAS ON BEHALF OF SUBWAY OF NEVADA LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Reduction of the On-Site Landscape Requirements FOR A PROPOSED FAST FOOD RESTAURANT WITH DRIVE THROUGH on 0.55 acres located on property at 3201 North Rancho Road (APN: 138-12-801-011), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommended APPROVAL

86. CLARK COUNTY INTERLOCAL REFERRAL - PUBLIC HEARING - DIR-1181 - ROBERT ZARIN ON BEHALF OF MEL LACQUEMENT - Consideration and action on a Request for a Nonconforming Zone Boundary Amendment FROM: R-E (Rural Estates/Residential District) TO: C-P (Office and Professional District) on 1.8 acres located at the southeast corner of Ann Road and Fort Apache Road (APN: 125-32-101-001), PROPOSED USE: PROFESSIONAL OFFICE. Staff recommends DENIAL

87. MODIFICATION TO AN EXISTING DEVELOPMENT AGREEMENT - PUBLIC HEARING - DIR-1133 - PN II, INC. ON BEHALF PULTE HOMES - Request for a Modification to an existing Development Agreement in order to modify dates related to the completion for off-site improvements for Tenaya Way, Rainbow Boulevard and Coke Street [multiple APNs (for reference 125-10-510-001, 125-10-510-002, and 125-10-811-002)], C-1 (Limited Commercial) and R-PD3 (Residential Planned Development - 3 Units Per Acre) Zones, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

88. REVIEW OF CONDITION - PUBLIC HEARING - Z-0059-01(5) - IRON MOUNTAIN RANCH ALLIANCE, LIMITED LIABILITY COMPANY ON BEHALF OF KB HOMES OF NEVADA, INC. - Request for a Review of Condition #6 of an approved Site Development Plan Review [Z-0059-01(1)] TO ALLOW A 14 FOOT FRONT YARD SETBACK FOR SINGLE FAMILY DWELLINGS AND AN 18 FOOT FRONT YARD SETBACK FOR GARAGES WHERE AN 18 FOOT FRONT YARD SETBACK IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL SUBDIVISION adjacent to the southwest corner of Brent Lane and Decatur Boulevard (APN: 125-12-603-002), R-E (Residence Estates) Zone under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre), Ward 6 (Mack). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

89. REVIEW OF CONDITION - PUBLIC HEARING - Z-0019-02(2) - GREYSTONE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Review of Condition #5 on approved Site Development Plan Review [Z-0019-02(1)] TO ALLOW AN 18 FOOT FRONT YARD SETBACK WHERE A 20 FOOT FRONT YARD SETBACK WAS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL SUBDIVISION on 7.74 acres adjacent to the south side of Ackerman Road, approximately 325 feet west of Durango Drive (APN: 125-08-806-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

90. REVIEW OF CONDITION - PUBLIC HEARING - ROC-1216 - CAMPAIGE PLACE, LIMITED PARTNERSHIP - Request for a Review of Condition #1 of an approved Variance (V-0098-96) which required an off-site satellite parking review to be approved by the City Council on property located at 211 North 8th Street (APN: 139-34-612-037, 067), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

91. ABEYANCE ITEM - VACATION - PUBLIC HEARING - VAC-0070-02 - CORNERSTONE COMPANY ON BEHALF OF CHETAK DEVELOPMENT - Petition of Vacation to vacate a public alley generally located north of Sahara Avenue, west of Paradise Road, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

92. VACATION - PUBLIC HEARING - VAC-0072-02 - SHENANDOAH OWNERS ASSOCIATION - Petition to vacate a public multi use trail generally located adjacent to the north side of Haley Avenue between Tenaya Way and Pioneer Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

93. VARIANCE - PUBLIC HEARING V-0074-02 - TONY ZAMORA - Request for a Variance TO ALLOW A PROPOSED CARPORT TO BE 3 FEET FROM THE FRONT PROPERTY LINE, WHERE 20 FEET IS THE MINIMUM FRONT SETBACK REQUIRED; AND TO ALLOW 0.5 FEET FROM THE SIDE PROPERTY LINE WHERE 5 FEET IS THE MINIMUM SIDE YARD SETBACK REQUIRED at 7105 Moon Court (APN: 138-34-313-087), R-1 (Single Family Residential) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL

94. VARIANCE - PUBLIC HEARING - V-0075-02 - JONATHAN WEBER - Request for a Variance TO ALLOW A BALCONY TO BE 9 FEET 9 INCHES AWAY FROM THE REAR PROPERTY LINE, WHERE 15 FEET IS THE MINIMUM REAR YARD SETBACK REQUIRED at 10453 Niagara Falls Lane (APN: 137-25-410-001), PC (Planned Community) Zone, Ward 2 (L.B. McDonald). The Planning Commission (6-1 vote) and staff recommend APPROVAL

95. SPECIAL USE PERMIT - PUBLIC HEARING - U-0106-02 - FREMONT PLACE, LIMITED LIABILITY COMPANY ON BEHALF OF RAY KOROGHLI - Appeal filed by Metro Development Group, Limited Liability Company from the denial by the Planning Commission of a request for a Special Use Permit FOR PACKAGE LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL

96. SPECIAL USE PERMIT - PUBLIC HEARING - U-0122-02 - B J RANCHO INVESTMENT ON BEHALF OF CARLOS AND MARCOS ALULEMA - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE at 2905 West Washington Avenue (a portion of APN: 139-29-310-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

97. SPECIAL USE PERMIT - PUBLIC HEARING - U-0123-02 - SEA BREEZE VILLAGE, LIMITED LIABILITY COMPANY ON BEHALF OF KOWLOON, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR IN CONJUNCTION WITH A PROPOSED RESTAURANT (KOWLOON CUISINE) at 1750 North Buffalo Drive, Suite #107 (a portion of APN: 138-22-418-002), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
98. SPECIAL USE PERMIT - PUBLIC HEARING - U-0124-02 - WORLD ENTERTAINMENT CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A TAVERN (THE IN THE GROOVE LOUNGE) at 450 Fremont Street (NEONOPOLIS); AND FOR A WAIVER OF THE MINIMUM 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM RELIGIOUS FACILITIES, TAVERNS AND A SCHOOL (APN: 139-34-513-002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. SPECIAL USE PERMIT - PUBLIC HEARING - U-0125-02 - WING FONG AND ASSOCIATES-FREMONT ON BEHALF OF LUTHERAN SECONDARY SCHOOL ASSOCIATION OF CLARK COUNTY NEVADA - Request for a Special Use Permit FOR A NON-PROFIT THRIFTSHOP at 4530 Meadows Lane, Suite #1 (APN: 139-31-110-004), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
100. SPECIAL USE PERMIT - PUBLIC HEARING - U-0126-02 - REX JARRETT ON BEHALF OF D.R. HORTON, INC. - Request for a Special Use Permit FOR PRIVATE STREETS WITHIN A RESIDENTIAL SUBDIVISION adjacent to the east side of Thom Boulevard, between Deer Springs Way and Dorrell Lane (APN: 125-24-604-001, 005, and 006), R-E (Residence Estates) Zone under Resolution of Intent to R-1 (Single Family Residential), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
101. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0126-02 - PUBLIC HEARING - SDR-1007 - REX JARRETT ON BEHALF OF D.R. HORTON, INC. - Request for a Site Development Plan Review FOR A 59-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on approximately 19 acres adjacent to the northwest corner of Thom Boulevard and Deer Springs Way (APN: 125-24-601-001, 005 and 125-24-603-005), R-E (Residence Estates) under Resolution of Intent to R-1 (Single Family Residential), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
102. SPECIAL USE PERMIT - PUBLIC HEARING - U-0127-02 - VSS ENTERPRISES, LIMITED LIABILITY COMPANY ON BEHALF OF SILVER STATES HELICOPTERS, LIMITED LIABILITY COMPANY - Appeal filed by Silver State Helicopters from the denial by the Planning Commission on a request for a Special Use Permit FOR A HELIPAD IN CONJUNCTION WITH AN EXISTING HOTEL/CASINO (CASTAWAYS) AND FOR A WAIVER OF THE SPECIAL USE PERMIT CONDITION REQUIRING HELIPORTS ONLY AS AN ACCESSORY USE WITH A MEDICAL FACILITY at 2800 Fremont Street (APN: 162-01-201-001 and 002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
103. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0127-02 - PUBLIC HEARING - SD-0047-02 - VSS ENTERPRISES, LIMITED LIABILITY COMPANY ON BEHALF OF SILVER STATES HELICOPTERS, LIMITED LIABILITY COMPANY - Appeal filed by Silver State Helicopters from the denial by the Planning Commission on a request for a Site Development Plan Review and a Reduction in the amount of Required Perimeter and Parking Lot Landscaping FOR A HELIPAD IN CONJUNCTION WITH AN EXISTING HOTEL/CASINO (CASTAWAYS) at 2800 Fremont Street (APN: 162-01-201-001 and 002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
104. SPECIAL USE PERMIT - PUBLIC HEARING - U-0128-02 - LAKE MEAD AND JONES PARTNERSHIP ON BEHALF OF WAL-MART STORES, INC. - Request for a Special Use Permit FOR PACKAGED LIQUOR SALES FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED WAL-MART NEIGHBORHOOD MARKET adjacent to the southwest corner of Lake Mead Boulevard and Jones Boulevard (APN: 138-23-719-004), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

105. SITE DEVELOPMENT PLAN RELATED TO U-0128-02 - PUBLIC HEARING - Z-0096-84(18) - LAKE MEAD AND JONES PARTNERSHIP ON BEHALF OF WAL-MART STORES, INC. - Request for a Site Development Plan Review and a Reduction in the Amount of Perimeter Landscaping FOR A PROPOSED 39,910 SQUARE FOOT WAL-MART NEIGHBORHOOD MARKET on 8.03 acres adjacent to the southwest corner of Lake Mead Boulevard and Jones Boulevard (APN: 138-23-719-004), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
106. SPECIAL USE PERMIT - PUBLIC HEARING - U-0130-02 - FARM ROAD RETAIL, LIMITED LIABILITY COMPANY ON BEHALF OF LAURICH PROPERTIES - Request for a Special Use Permit FOR A RESTAURANT WITH DRIVE-THRU FOR A PROPOSED STARBUCKS at 8440 Farm Road (APN: 125-17-610-005), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
107. SITE DEVELOPMENT PLAN REVIEW RELATED TO U-0130-02 - PUBLIC HEARING - Z-0076-98(36) - FARM ROAD RETAIL, LIMITED LIABILITY COMPANY ON BEHALF OF LAURICH PROPERTIES - Request for a Site Development Plan Review FOR A PROPOSED RESTAURANT WITH DRIVE-THRU (STARBUCKS) WITHIN A COMMERCIAL SUBDIVISION at 8440 Farm Road (APN: 125-17-610-005), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. REZONING - PUBLIC HEARING - Z-0046-02 - BONANZA REALTY, INC. - Request for a Rezoning FROM: R-2 (Medium-Low Density Residential) and C-M (Commercial/ Industrial) TO: C-1 (Limited Commercial) on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050, and 051), PROPOSED USE: MIXED USE SENIOR APARTMENT AND COMMERCIAL DEVELOPMENT, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. SPECIAL USE PERMIT RELATED TO Z-0046-02 - PUBLIC HEARING - U-0114-02 - BONANZA REALTY, INC. - Request for a Special Use Permit FOR A MULTI-FAMILY SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050, and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. VARIANCE RELATED TO Z-0046-02 AND U-0114-02 - PUBLIC HEARING - V-0072-02 - BONANZA REALTY, INC. - Request for a Variance TO ALLOW LOT COVERAGE IN EXCESS OF 50% FOR A SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, and 139-27-712-046, 047, 048, 049, 050, and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
111. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0046-02, U-0114-02 AND V-0072-02 - PUBLIC HEARING - Z-0046-02(1) - BONANZA REALTY, INC. - Request for a Site Development Plan Review and a Reduction of the on-site Landscape Requirements FOR A 326-UNIT MULTI-FAMILY SENIOR APARTMENT COMPLEX WITH 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN: 139-27-707-008, 139-27-810-001, 002, 003, 004, 139-27-712-046, 047, 048, 049, 050 and 051), R-2 (Medium-Low Density Residential) and C-M (Commercial/Industrial) Zones, [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. REZONING - PUBLIC HEARING - Z-0075-02 - CONCORDIA HOMES NEVADA, INC., ET AL - Request for a Rezoning FROM: U (Undeveloped) Zone [ML-TC (Medium-Low Density Residential – Town Center) General Plan Designation] TO: T-C (Town Center) on 17.77 acres adjacent to the southeast corner of Deer Springs Way and Fort Apache Road (APN: 125-20-301-001, 002, 004 and 005) PROPOSED USE: 120-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0075-02 - PUBLIC HEARING - Z-0075-02(1) - CONCORDIA HOMES NEVADA INC, ET AL - Request for a Site Development Plan Review FOR A 120-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 17.77 acres adjacent to the southeast corner of Deer Springs Way and Fort Apache Road (APN: 125-20-301-001, 002, 004, and 005), U (Undeveloped) Zone [ML-TC (Medium-Low Density Residential - Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
114. REZONING - PUBLIC HEARING - Z-0085-02 - DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY ON BEHALF OF FEHRMAN, FERRARO & ASSOCIATES - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 5.00 acres adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-008 and 009), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
115. SPECIAL USE PERMIT RELATED TO REZONING Z-0085-02 - PUBLIC HEARING - U-0129-02 - DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY ON BEHALF OF FEHRMAN, FERRARO & ASSOCIATES - Request for a Special Use Permit FOR A PROPOSED TAVERN adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-008 and 009), U (Undeveloped) [TC (Town Center) General Plan Designation] [PROPOSED: TC (Town Center)], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
116. REZONING - PUBLIC HEARING - Z-0083-02 - CRAIG BUFFALO LIMITED ON BEHALF OF KB HOME NEVADA, INC. - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD2 (Residential Planned Development - 2 Units Per Acre) on approximately 10 acres adjacent to the southwest corner of Buffalo Drive and Craig Road (APN: 138-04-704-001, 002, 003 and 004), PROPOSED USE: SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
117. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0083-02 - PUBLIC HEARING - Z-0083-02(1) - CRAIG BUFFALO LIMITED ON BEHALF OF KB HOME NEVADA, INC. - Request for a Site Development Plan Review FOR A PROPOSED 21-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on approximately 10 acres adjacent to the southwest corner of Buffalo Drive and Craig Road (APN: 138-04-704-001, 002, 003 and 004), R-E (Residence Estates) [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 4 (Brown). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
118. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0031-02 - JOHNSON FAMILY TRUST ON BEHALF OF JOE RISNER - Request to amend a portion of Southeast Sector Plan FROM: SC (Service Commercial) TO: GC (General Commercial) on approximately 0.52 acres located at 2834 East Charleston Boulevard (APN: 139-36-402-013), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
119. ABEYANCE ITEM - REZONING RELATED TO GPA-0031-02 - PUBLIC HEARING - Z-0074-02 - JOHNSON FAMILY TRUST ON BEHALF OF JOE RISNER - Request for a Rezoning FROM: C-1 (Limited Commercial) TO: C-2 (General Commercial) on approximately 0.52 acres located at 2834 East Charleston Boulevard (APN: 139-36-402-013), PROPOSED USE: INDOOR/OUTDOOR STORAGE, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
120. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0034-02 - CITY OF LAS VEGAS - Request to amend Map No. 2 of the Transportation Trails Element of the Master Plan and Map No. 2 of the Recreation Trails Element of the Master Plan to bring the Elements into compliance with the Interlocal Agreement seamless trails plan, Ward 4 (Brown), Ward 5 (Weekly), and Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. GENERAL PLAN AMENDEMENT - PUBLIC HEARING - GPA-0037-02 - SPKQL8R, LIMITED LIABILITY COMPANY ON BEHALF OF GREG BECKER - Request to amend a portion of the Centennial Hills Sector Plan FROM: L-TC (Low Density Residential - Town Center) TO: ML-TC (Medium-Low Density Residential - Town Center) on 5.0 acres adjacent to the southwest corner of Fort Apache Road and Deer Springs Way (APN: 125-19-701-008), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

122. REZONING RELATED TO GPA-0037-02 - PUBLIC HEARING - Z-0082-02 - SPKQL8R, LIMITED LIABILITY COMPANY ON BEHALF OF GREG BECKER - Request for a Rezoning FROM: U (Undeveloped) [L-TC (Low Density Residential - Town Center) General Plan Designation] TO: TC (Town Center) on 5.0 acres adjacent to the southwest corner of Deer Springs Way and Fort Apache Road (APN: 125-19-701-008), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
123. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0038-02 - SPARTAN PROPERTIES, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF DELTA REALTY & INVESTMENTS - Request to amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: ML-TC (Medium Low Residential) and UC-TC (Urban Center Mixed-Use) TO: GC-TC (General Commercial) on 15.0 acres adjacent to the southwest corner of Elkhorn Road and El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-006, 007, 008 and 009), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
124. REZONING RELATED TO GPA-0038-02 - PUBLIC HEARING - Z-0084-02 - SPARTAN PROPERTIES, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF DELTA REALTY AND INVESTMENTS - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: TC (Town Center) on 10.00 acres adjacent to the south side of Elkhorn Road, approximately 330 feet west of El Capitan Way (PROPOSED Durango Drive Alignment) (APN: 125-20-101-006 and 007), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommends APPROVAL
125. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0040-02 - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF RICHMOND AMERICAN HOMES - Request to amend a portion of Map No. 8 of the Transportation Trails Element of the General Plan TO CHANGE THE ALIGNMENT OF A PROPOSED MULTI-USE TRAIL generally located south of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 008 and 013), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
126. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN RELATED TO GPA-0040-02 - PUBLIC HEARING - Z-0024-99(48) - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF RICHMOND AMERICAN HOMES - Request for a Major Modification to the Lone Mountain West Master Plan TO REALIGN A PORTION OF THE MULTI USE TRAIL generally located south of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 008 and 013), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zones [PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
127. REZONING RELATED TO GPA 0040-02 AND Z-0024-99(48) - PUBLIC HEARING - Z-0073-02 - FALLING ROCK, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SOUTHWEST DESERT EQUITIES, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] TO: PD (Planned Development) of approximately 21.5 acres adjacent to the south side of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN: 137-12-301-005, 006, 013, 014, and a portion of 008), PROPOSED USE: SINGLE-FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
128. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0041-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request to amend a portion of the Centennial Hills Sector Plan FROM: DR (Desert Rural Density Residential) TO: R (Rural Density Residential) on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. REZONING RELATED TO GPA-0041-02 - PUBLIC HEARING - Z-0086-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request for a Rezoning FROM: U (Undeveloped) [DR (Desert Rural Density Residential) General Plan Designation)] [PROPOSED R (Rural Density Residential)] TO: R-PD3 (Residential Planned Development - 3 Units Per Acre) on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), PROPOSED USE: SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
130. VACATION RELATED TO GPA-0041-02 AND Z-0086-02 - PUBLIC HEARING - VAC-0075-02 - LONE MOUNTAIN BUFFALO PARTNERSHIP - Petition to vacate Kraft Avenue between Buffalo Drive and Quadrel Street, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
131. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA 0041-02, Z-0086-02 AND VAC-0075-02 - PUBLIC HEARING - Z-0086-02(1) - LONE MOUNTAIN BUFFALO PARTNERSHIP - Request for a Site Development Plan Review FOR A 42-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 13.5 acres adjacent to the southwest corner of Buffalo Drive and Lone Mountain Road (APN: 138-04-503-002 and 003), U (Undeveloped) [DR (Desert Rural Density Residential) General Plan Designation) [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
132. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING 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:

Las Vegas Library, 833 Las Vegas Boulevard North
 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