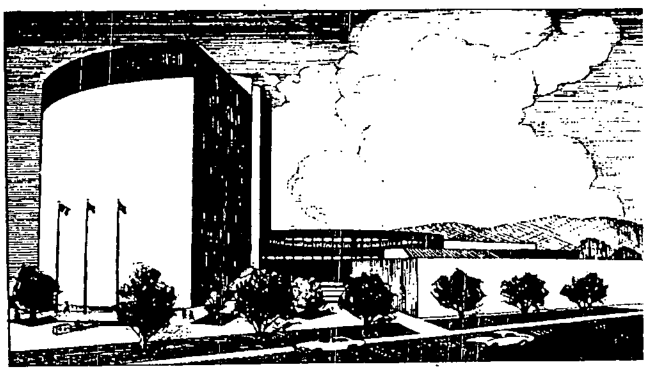

MINUTES

City of Las Vegas

CITY COUNCIL

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

SPECIAL CITY COUNCIL

Meeting of

OCTOBER 29, 2003

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN (Excused from the PM session until 2:35 pm)	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
COUNCILWOMAN LYNETTE BOGGS MCDONALD	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY (Excused from the AM session until 9:12 am)	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILWOMAN JANET MONCRIEF	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM Session)	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY (PM Session)	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: **December 3, 2003**

ATTEST:

CITY CLERK

MAYOR

DATE: October 16, 2003

TO: CITY COUNCIL

FROM: CITY CLERK

RE: SPECIAL MEETING OF THE CITY COUNCIL

A Special Meeting of the City Council is being called for the matter shown below. The meeting will be held in the Las Vegas City Council Chambers, 400 Stewart Avenue, on Wednesday, October 29, 2003 at 9:00 a.m.

The rescheduled October 15, 2003 regularly scheduled City Council meeting, which was cancelled on October 14, 2003 due to an incomplete posting notification.

ACCEPTANCE OF NOTICE: The undersigned do hereby acknowledge service of notice for the Special Meeting called to be held as stated above.

MAYOR GOODMAN

COUNCILMEMBER REESE

COUNCILMEMBER BROWN

COUNCILMEMBER L.B. McDONALD

COUNCILMEMBER WEEKLY

COUNCILMEMBER MACK

COUNCILMEMBER MONCRIEF

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 **23rd** day of **October, 2003**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, Special City Council Meeting** to be held on the **29th day of October, 2003,** 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.

Eva Cotton
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

24th day of October, 2003

Beverly K. Bridges
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 and Jo Ann Williams, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **23rd** day of **October, 2003** at the hour of **4:30 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, Special City Council Meeting** to be held on the **29th day of October, 2003,** at **9:00 A.M.,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. In the Las Vegas Library, 833 Las Vegas Blvd., No.
2. In the Senior Citizens Center, 450 E. Bonanza Road
3. Clark County Government Center, 500 S. Grand Central Parkway
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 24th day of October, 2003

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

City of Las Vegas

SPECIAL
CITY COUNCIL AGENDA

OCTOBER 29, 2003
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City of Las Vegas

SPECIAL CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: http://www.LasVegasNevada.gov
OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),
LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

OCTOBER 29, 2003

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 MAY BE AVAILABLE AT A COST OF $3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE 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 - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF BRIAN KRAL AND THE RAINBOW COMPANY
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL BASEBALL TEAM
- SPECIAL PRESENTATION BY THE CLARK COUNTY HEALTH DISTRICT
- RECOGNITION OF POLICE AND FIRE GAMES CHAMPION SWIMMER RYAN WYNN

BUSINESS ITEMS

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

2. Approval of the Final Minutes by reference of the Regular City Council Meeting of September 17, 2003

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 ($63,700 - General Fund)

4. Approval of the Production and Promotion Agreement between SFX Management, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration – All Wards

ADMINISTRATIVE SERVICES - CONSENT

5. Approval of the ratification of Lito Rayos in a Council support position to the Ward 1 office – Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

7. Approval of modification to the Parks in Progress listing to remove projects and to allocate $50,000 to the Charleston Heights Community School Modular project ($50,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Moncrief)

8. Approval of a new Family Child Care Home License, Sandra Hansen, 3612 Crescent Canyon Street, Sandra Hansen, 100% - Ward 4 (Brown)

9. Approval of a new Family Child Care Home License, Rebecca Ann Mallet, 5704 Alta Drive, Rebecca A. Mallet, 100% - Ward 1 (Moncrief)

10. Approval of a new Family Child Care Home License, Rachael Painter, 3925 Prospect Street, Rachael Painter, 100% - Ward 6 (Mack)

11. Approval of a new Family Child Care Home License, Erika Thompson, 3680 Copper Cactus Drive, Erika Thompson, 100% - Ward 4 (Brown)

12. Approval of License Holder for a Child Care Center/Nursery License, Childtime Childcare, Inc., dba Childtime Children's Center, 555 Page Street, From: Taylor Ward, VP, License Holder, To: Susan Brisbane, Area Mgr, License Holder - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of License Holder for a Child Care Center/Preschool License, Solid Rock Learning Center, 2929 Cedar Avenue, From: Douglas Oliverius, Administrator, License Holder, To: Mark L. Lebsack, Pastor, License Holder - Ward 3 (Reese)

14. Approval of Liquor Caterer License, B & R, Inc., dba Timbers, 2200 North Rainbow Boulevard, Andrew B. Donner, Dir, Pres, Secy, Treas, Timbers Hospitality Group, Inc., 100%, Donner Investment Trust, 52.542%, Andrew B. Donner, Trustee, Gregory A. Bank, 11.017%, Jack L. Breslin, 8.475%, Robert O'Neil, 8.475%, Michael D. Donner, 4.237% - Ward 6 (Mack)

15. Approval of Change of LLC Name and Business Name for a Tavern License, From: L.V.B.L. Las Vegas Bar & Liquor, LLC, dba Las Vegas Bar & Liquor, To: My Cousin Vinny, LLC, dba My Cousin Vinny, 1600 East Sahara Avenue, Robert J. A. Ferranti, Sr., Mgr, Mmbr, 100% - Ward 3 (Reese)

16. Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Assahouri & Assahouri, dba S & A Mart, 8490 Westcliff Drive, Abdel K. Assahouri and Mona A. Assahouri, 100% jointly as husband and wife - Ward 2 (L.B. McDonald)

17. Approval of Change of Location for a Locksmith License subject to the provisions of the planning & fire codes, A & B Security Group, Inc., dba A & B Security Group, Inc., From: 3400 West Desert Inn Road, Suites 14 & 40, To: 3201 West Sahara Avenue, Gary W. Schaff, Dir, Pres, Secy, 100% - Ward 1 (Moncrief)

18. Approval of Contract No. 040060-LW, Water Pollution Control Facility information technologies planning - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($566,950 – Sanitation Enterprise Fund)

19. Approval of award of Contract No. 040099-CW, Electronic Document Management Implementation Services - Department of Information Technologies - Award recommended to: IMERGE CONSULTING, INC. ($521,104 – Internal Service Fund)

20. Approval of award of Bid Number 03.15341.01-CW, Charleston Heights Community School Modular Office Building and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: FEDERAL GENERAL, INC. ($255,788 - Capital Projects Fund) - Ward 1 (Moncrief)

21. Preapproval of award of Bid Number 040069-LED, Demolition of Bishop Hall, First Baptist Church to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Neighborhood Services ($90,000 - Capital Projects Fund) - Ward 5 (Weekly)

22. Approval of revision number two to purchase order 214815 for Emergency Medical Services (EMS) Transport Claims Processing, Filing and Management - Department of Fire and Rescue - Award to: MEDICLAIMS, INC. ($50,000 - General Fund)

23. Approval of issuance of a purchase order for an annual requirements contract for John Deere OEM parts and service - Department of Field Operations - Award recommended to: BLAINE EQUIPMENT CO., INC. (Estimated annual amount of $50,000 - Internal Service Fund)

24. Approval of issuance of a purchase order for an annual requirements contract for International OEM parts and service - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

25. Approval of award of Contract No. 040074-LW for the development and implementation of a Maintenance Optimization Program - Department of Public Works - Award recommended to: COMPUTATIONAL SYSTEMS, INC. ($35,294 - Enterprise Fund)

26. Approval of revision number two to purchase order 216081 for paging services - Department of Information Technologies - Award to: METROCALL, INCORPORATED ($10,000 - General Fund)

HUMAN RESOURCES DEPARTMENT - CONSENT

27. Approval to contract with Lumenos as provider for Consumer Driven Health Care as a third option to the City Health Insurance Plan (CHIP) and Health Plan of Nevada (HPN)

LEISURE SERVICES DEPARTMENT - CONSENT

28. Approval of the expenditure of $40,000 (General Fund) for artistic services to create a public sculpture for Mary Dutton Park - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

29. Approval of an allocation of $22,000 Community Development Block Grant funding to Clark County Legal Services Program, Inc for office expansion at 800 South Eighth Street - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

30. Approval of a Third Supplemental Interlocal Contract reducing funding for construction of Local Drainage Improvements in Crystal Water Way between Lake South Drive and Desert Inn Road ($209,979 reduction - Clark County Regional Flood Control District) - Ward 2 (L.B. McDonald)

31. Approval of a Dedication from the City of Las Vegas, for portions of the Northwest Quarter of Section 28, Township 19 South, Range 60 East, Mount Diablo Meridian, for rights-of-way located on Durango Drive "S" Curve alignment from Tropical Parkway northwesterly to Centennial Parkway - Ward 6 (Mack)

32. Approval of Interlocal Agreement #108442 between the City of Las Vegas and Las Vegas Valley Water District for Special Improvement District No.1493 on Alexander Road and Hualapai Way between Cheyenne Avenue and Cimarron Road - Ward 4 (Brown)

33. Approval of a First Amendment to the Engineering Design Services Agreement with The Louis Berger Group for design of the CAM 10 Detention Basin ($125,000 - Clark County Regional Flood Control District) - Wards 4 and 6 (Brown and Mack)

34. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Stantec Consulting Inc. on behalf of White Horse Estates, LLC, owner (southeast corner of Torrey Pines Boulevard and Farm Road, APN 125-14-701-001) - County (near Ward 6 – Mack)

35. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - JPL Engineers, Inc. on behalf of Joseph D. Levin and James R. York and L'Donna York, owners (north of Helena Avenue, between Tomsik Street and Cimarron Road, APN 138-04-303-005 and 138-04-303-006) - County (near Ward 4 – Brown)

36. Approval of an Encroachment Request from Southwest Engineering on behalf of Southwest Homes, LLC, owner (northeast corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)

37. Approval of an Encroachment Request from Chad Vellinga, P.E., on behalf of Rancho Courtyard, LLC, owner (Rancho Drive south of Charleston Boulevard) - Ward 1 (Moncrief)

38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Paul M. Christopher, owner (northwest corner of El Capitan Way and Helena Avenue, APN 138-05-301-049) - County (near Ward 4 – Brown)

39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mary Irby, owner (northwest corner of Tropical Parkway and Bonita Vista Street, APN 125-29-610-001) - County (near Ward 6 – Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of an Encroachment Request from PMK, LLC, on behalf of Mark James, LLC, owner (6th Street between Lewis Avenue and Clark Avenue) - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

41. R-138-2003 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit from 35 to 45 MPH on Ann Road from US 95 to the East City Limits - Ward 6 (Mack)

42. R-139-2003 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to add a speed limit of 35 MPH on Elkhorn Road from Decatur Boulevard to Sky Pointe Drive - Ward 6 (Mack)

43. R-140-2003 - Approval of a Resolution concerning a proposed special improvement district for Cliffs Edge and approving the form of a deposit agreement - Ward 6 (Mack)

44. R-142-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

45. R-143-2003 - Approval of a Resolution approving the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

46. R-144-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

47. R-145-2003 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

48. R-146-2003 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

49. R-147-2003 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

50. R-148-2003 - Approval of a Resolution directing the City Treasurer to prepare the Third Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

51. R-149-2003 - Approval of a Resolution approving the Third Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

52. R-150-2003 - Approval of a Resolution directing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to amend the use of proceeds and pledged funding source for the City of Las Vegas General Obligation $25,000,000 Parking Bonds (Additionally Secured by Pledged Revenues) Series 2002A - Ward 3 (Reese)

REAL ESTATE COMMITTEE – CONSENT

53. Approval of a Lease Agreement with Lukegroup, LLC dba Jiffy Smog for approximately two thousand square feet of free-standing building space and approximately six parking spaces located at 1501 North Decatur Boulevard ($2,000 revenue/month - Miscellaneous Rentals) - Ward 1 (Moncrief)

54. Approval of a Quitclaim Deed in favor of the United States of America from the City of Las Vegas pertaining to 10 acres of Bureau of Land Management land located in the vicinity of Rockmoss Street and Westcliff Drive, APN 138-28-801-002- Ward 2 (L.B. McDonald)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

55. Discussion and possible action on Appeal of Work Card Denial: Juliette Adriana Gil, 7785 Spanish Lake Drive, Las Vegas, NV 89113

56. Discussion and possible action regarding the Victims of Crime Act (VOCA) Sub-grant Award ($138,000 3-year period - Multipurpose Special Revenue Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

57. Discussion and possible action on the expenditure of funds for emergency purchases of supplies and services for damage repairs resulting from the August 19, 2003 flood - Various Departments - Award recommended to: VARIOUS SUPPLIERS AND CONTRACTORS ($459,676.04 - Various Funds)

58. Discussion and possible action regarding a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Sierra Fondue, LLC, dba The Melting Pot, 8704 West Charleston Boulevard, Suite 102, Bret D. Burkinshaw, Mmbr, Mgr, 75.6%, Kirk G. Hansen, Mmbr, Mgr, 4% [NOTE: Item to be heard in the afternoon session in conjunction with Item #112 - SUP-2833] - Ward 2 (L.B. McDonald)

59. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Nevada Food Marts, Inc., dba Oasis Mini Mart, Eli Applebaum, Dir, Pres, 29.5%, Alan Sklar, Dir, VP, Secy, 29.5%, Dennis Harrison, Dir, Treas, 17.2%, Stuart Warren, Dir, 16.4%, Marshall Cohen, Dir, 7.4%, Robert B. Harrison, Mgr, To: Spickler-Olenak, LLC, dba Munchies, 6390 West Lake Mead Boulevard, Steven R. Spickler, Mmbr, Mgr, 25%, Paula G. Spickler, Mmbr, 25%, Jason W. Olenak, Mmbr, 25%, Kimberly A. Olenak, Mmbr, 25% - Ward 6 (Mack)

60. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-sale License, Inno International, Inc., dba Tokyoto Sushi & Roll Japanese Restaurant, 1000 South Rampart Boulevard, Suite 16, Do Y. Kim, Dir, Pres, Secy, Treas, 100% - Ward 2 (L.B. McDonald)

61. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr, 50%, Thamer Jarjees, Ptnr, 50% - Ward 5 (Weekly)

62. Discussion and possible action regarding an Appeal of Denial of Business License for an Ice Cream Truck, Cleofus Thergood, dba Mr. Freeze Ice Cream, 8924 Napoli Drive, Cleofus Thergood, 100% - Ward 2 (L.B. McDonald)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

63. Discussion and possible action regarding a purchase order with Rocky Mountain Institute to conduct a two day charrette for the design of a sustainable community as part of the Kyle Canyon Gateway Master Plan project - Planning & Development ($32,160 - General Fund) - Ward 6 (Mack)

RESOLUTIONS - DISCUSSION

64. R-151-2003 – Discussion and possible action regarding a Resolution to Give Notice and Set Public Hearing Date Regarding Proposed Sewer Connection and Service Fee Increases and Rights-of-Way Assessment Fee

BOARDS & COMMISSIONS - DISCUSSION

65. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Cheryl S. Polk, Term Expiration 6-2005 (Resigned)

66. ABEYANCE ITEM - CIVIL SERVICE BOARD OF TRUSTEES – Theodore Parker, Term Expiration 9-20-2003

REAL ESTATE COMMITTEE - DISCUSSION

67. Discussion and possible action regarding a Purchase and Sale Agreement between the City of Las Vegas and On the Web Marketing, Inc., for the purchase of a 2.942-acre parcel located on Crimson Canyon Drive, South of Peak Drive, with Assessor's Parcel Number 138-15-310-013 (Gain $1,089,131 - Industrial Revenue Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

68. Bill No. 2003-76 – Ordinance Creating Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III Sponsored by: Step Requirement

69. Bill No. 2003-81 – Ordinance authorizing the issuance of City of Las Vegas General Obligation (Limited Tax) Medium-Term Recreation Bonds, Series 2003, not to exceed $20,000,000 - Ward 4 (Brown)

70. Bill No. 2003-82 – Establishes a traffic signal impact fee program for the City pursuant to State law. Proposed by: Richard D. Goecke, Director of Public Works

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.

71. Bill No. 2003-75 – Includes time-share projects, hotels, motels, bed and breakfast establishments, lodging houses, apartment hotels, apartment houses, recreational vehicle parks and campground establishments within the transient lodging room rent tax provisions and licensing requirements. Proposed by: Mark Vincent, Director of Finance and Business Services

72. Bill No. 2003-77 – Amends child care facility and personnel licensing provisions, and increases the membership of the City Child Care Licensing Board. Proposed by: Mark Vincent, Director of Finance and Business Services

73. Bill No. 2003-78 – Establishes locational restrictions for the uses "auto pawn," "auto title loan," and "specified financial institution." 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.

74. Bill No. 2003-79 – Establishes zoning requirements for facilities that provide testing, treatment, or counseling for drug or alcohol abuse or for sex offenses, and updates zoning provisions regarding similar and related uses. Proposed by: Robert S. Genzer, Director of Planning and Development

75. Bill No. 2003-80 – Updates enforcement measures and remedies regarding abandoned and inoperable vehicles that are left on private property under certain circumstances. Sponsored by: Councilwoman Janet Moncrief

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. 2003-83 – Adopts the 2003 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety

77. Bill No. 2003-84 – Amends the City's version of the Uniform Administrative Code to adapt it to the City's adoption of the International Building Code and International Residential Code as the City's Building Code. Proposed by: Paul K. Wilkins, Director of Building and Safety

78. Bill No. 2003-85 – Adjusts the building height, lot coverage, and on-site parking requirements and limitations applicable to senior citizen apartments, and adjusts the lot coverage limitations applicable to certain mixed-use developments that include a residential component. Proposed by: Robert S. Genzer, Director of Planning and Development

79. Bill No. 2003-86 – Makes minor corrections to the maps that depict the boundaries of the downtown area as described in the Downtown Las Vegas Centennial Plan, the Las Vegas 2020 Master Plan, and the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development

80. Bill No. 2003-87 – Requires all massage therapists and independent massage therapists to have their business licenses on their persons while performing massages, and changes the qualifying criteria for such licensing. Proposed by Mark Vincent, Director of Finance and Business Services

81. Bill No. 2003-88 – Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement District No.1502 (Grand Montecito Parkway) not to exceed $6,000,000 - Ward 6 (Mack)

82. EMERGENCY - Bill No. 2003-89 – Ordinance providing for the issuance by the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Housing Note, Series 2003 not to exceed $2,000,000 - Ward 2 (Moncrief)

83. Bill No. 2003-90 – Amends Ordinance No. 5616, pertaining to drought conservation measures, to adjust the exemption provisions relating to the prohibition of fountains and water features. Proposed by: Douglas Selby, City Manager

84. Bill No. 2003-91 – Increases sewer connection and user service fees by forty percent over two years and institutes a new five percent assessment on sewer users for the City's use, improvement and maintenance of its rights-of-way utilized to provide sewer services. Proposed by Mark Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

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

HEARINGS - DISCUSSION

86. Public hearing on proposed local improvement district for Special Improvement District No. 1493 - Hualapai Way/Alexander Road ($968,158.54 - Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

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.

87. EXTENSION OF TIME - EOT-2835 - PETER PIPER INCORPORATED ON BEHALF OF CENTENNIAL HOLDINGS, LIMITED LIABILITY COMPANY - Request for an Extension of Time for an approved Special Use Permit (U-0074-02) which allowed a restaurant service bar at 7981 West Tropical Parkway (APN: a portion of 125-28-713-002), T-C (Town Center) Zone [SC-TC (Service Commercial – Town Center) land use designation, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

88. DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-2863 - G T V, LIMITED LIABILITY COMPANY ON BEHALF OF ANTELOPE, LIMITED LIABILITY COMPANY - Request for a Development Agreement for Grand Teton Village on approximately 160 acres generally located east of Hualapai Way and west of Grand Canyon Drive, between Farm Road and Grand Teton Drive (APN: multiple), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. REVIEW OF CONDITION - PUBLIC HEARING - ROC-2872 - D.R. HORTON, INCORPORATED - Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1836), which required conformance to a zero-lot line pattern of development; and Condition No. 3 of an approved Site Development Plan Review (SDR-1836), which required a side yard setback of five (5) feet for a 101-lot single-family residential development on 15.00 acres adjacent to the southeast corner of Elkhorn Road and Campbell Road (APN: 125-20-101-004, 005, and 006), T-C (Town Center) Zone [ML (Medium-Low Density Residential - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) recommends DENIAL. Staff recommends APPROVAL

90. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-2587 - GREEN HARRINGTON & HOWELL, LIMITED LIABILITY COMPANY ON BEHALF OF SHERRY SOBEL HARRIS - Request for a Site Development Plan Review for a proposed 9,955 square foot Family Dollar Retail Store and a reduction in the amount of perimeter and parking lot landscaping on 0.99 acres adjacent to the west side of Martin L. King Boulevard, approximately 400 feet south of Washington Avenue (APN: 139-28-304-002), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

91. MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER DEVELOPMENT PLAN - PUBLIC HEARING - MOD-2851 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Major Modification to the Lone Mountain Master Development Plan to change the land use designation FROM: Neighborhood Commercial TO: Medium-Low Attached Density Residential on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

92. VARIANCE RELATED TO MOD-2851 - PUBLIC HEARING - VAR-2864 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Variance to allow 4,244 square feet of open space where 23,430 square feet is the minimum required on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

93. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-2851 AND VAR-2864 - PUBLIC HEARING - SDR-2853 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review for a proposed 71-lot single-family residential development on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

94. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2840 - CVS/PHARMACY ON BEHALF OF JOHNSON FAMILY TRUST, ET AL - Request for a Modification to an existing Master Sign Plan (MSP-0004-02) for an existing retail complex on 2.11 acres adjacent to the southeast corner of Martin Luther King Boulevard and Lake Mead Boulevard (APN: 139-21-701-009 and 010), R-E (Residence Estates) and C-1 (Limited Commercial) Zones under Resolution of Intent to C-1 (Limited Commercial) Zone; and C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

95. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2841 - CVS 3172 LAS VEGAS, LIMITED LIABILITY COMPANY - Request for a Modification to an existing Master Sign Plan (MSP-0005-01) for an existing retail store on 1.94 acres located at 4391 East Washington Avenue (APN: 140-30-701-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

96. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2842 - CVS/PHARMACY ON BEHALF OF S C P 2002E-40, LIMITED LIABILITY COMPANY - Request for a Modification to an existing Master Sign Plan (MSP-0003-01) for an existing retail store on 1.84 acres located at 3290 South Fort Apache Road (APN: 163-08-421-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

97. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2856 - COURTESY PONTIAC ON BEHALF OF JOSEPH SCALA - Request for a Master Sign Plan for an existing auto dealership on 4.43 acres at 7100 West Sahara Avenue (APN: 163-03-806-002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

98. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2858 - GREENSTREET PROPERTIES ON BEHALF OF MICAH 6:8 HOLDING, LIMITED PARTNERSHIP - Request for a Master Sign Plan for an approved retail center on 8.26 acres adjacent to the southeast corner of Charleston Boulevard and Odette Lane (APN: 163-05-502-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

99. VACATION - PUBLIC HEARING - VAC-2836 - PN II INC. - Petition to Vacate public sewer and drainage easements located in Antibes Street and Nige Street, north and south of Monte Viso Drive; and south of Monte Viso Drive, west of Rainbow Boulevard, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

100. VACATION - PUBLIC HEARING - VAC-2847 - GREYSTONE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF SOUTHWEST DESERT EQUITIES, LIMITED LIABILITY COMPANY AND CS 4015, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Reservations generally located south of Lone Mountain Road, west of Cliff Shadows Parkway, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

101. ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - VAR-2538 - SHOW MEDIA ON BEHALF OF VALLEY BANK CORPORATION - Appeal filed by Show Media from the Denial by the Planning Commission on a request for a Variance TO ALLOW A 50-FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 40 FEET IS THE MAXIMUM HEIGHT PERMITTED at 3500 West Sahara Avenue (APN: 162-05-402-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

102. ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-2538 - PUBLIC HEARING - SUP-2537 - SHOW MEDIA ON BEHALF OF VALLEY BANK CORPORATION - Appeal filed by Show Media from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 50-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3500 West Sahara Avenue (APN: 162-05-402-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

103. VARIANCE - PUBLIC HEARING - VAR-2839 - A T & T WIRELESS ON BEHALF OF GARTH LAMB - Appeal filed by JMK Development from the Denial by the Planning Commission of a request for a Variance to allow a 53-foot setback from a residential property where the residential adjacency standards require a 180-foot setback for a proposed 60-foot tall wireless communications facility, non-stealth design at 5000 North Jones Boulevard (APN: 125-36-302-005), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

104. SPECIAL USE PERMIT RELATED TO VAR-2839 - PUBLIC HEARING - SUP-2664 - A T & T WIRELESS ON BEHALF OF GARTH LAMB - Appeal filed by JMK Development from the Denial by the Planning Commission of a request for a Special Use Permit for a proposed 60-foot tall wireless communication facility, non-stealth design on property located at 5000 North Jones Boulevard (APN: 125-36-302-004), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

105. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2792 - SENSATION SPA OF NEVADA ON BEHALF OF HOWARD JOHNSON - Required One Year Review of an approved Special Use Permit (U-0052-02) WHICH ALLOWED AN OPEN AIR VENDING/ TRANSIENT SALES LOT at 3200 North Rancho Drive (APN: 138-12-810-005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

106. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-3094 - LAS VEGAS RESCUE MISSION - Required Two-Year Review of an approved Special Use Permit (U-0081-99) FOR A PROPOSED 8,000 SQUARE FOOT DORMITORY IN CONJUNCTION WITH THE EXISTING LAS VEGAS RESCUE MISSION at 480 West Bonanza Road (APN: 139-27-310-080 and 081), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

107. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2759 - REAGAN NATIONAL ADVERTISING ON BEHALF OF WILLIAM P MIGUEL, ET AL - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed 40-foot tall, 14-foot by 48-foot off-premise advertising (billboard) sign at 789 North Nellis Boulevard (APN: 140-29-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

108.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2760 - REAGAN NATIONAL ADVERTISING ON BEHALF OF WILLIAM P MIGUEL, ET AL - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a 14 foot by 48 foot off-premise advertising (billboard) sign to be 50 feet tall where 40 feet is the maximum allowed unless the display surface is obscured from view at 745 North Nellis Boulevard (APN: 140-29-802-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

109.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2767 - VEGAS TREASURES, INCORPORATED ON BEHALF OF GREAT AMERICAN PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed supper club on a portion of 8.51 acres located at 8380 West Sahara Avenue, Suite 160 (APN: 163-04-416-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

110.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2801 - STEPHEN E. TURNER ON BEHALF OF RAYMOND PISTOL - Appeal filed by Crosby & Turner from the Denial by the Planning Commission of a request for a Special Use Permit for a proposed tavern and a Waiver of the 1,500-foot distance separation requirement from other Taverns at 1236 Las Vegas Boulevard South (APN: 162-03-112-012), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (3-2-1 vote) recommends DENIAL. Staff recommends APPROVAL

111.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2802 - LIZBETH JOSEFINA CASTILLO ON BEHALF OF RINGSIDE LIQUORS INCORPORATED - Request for a Special Use Permit for a proposed restaurant service bar at 1510 Las Vegas Boulevard South (APN:162-03-210-062), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

112.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2833 - SIERRA FONDUE, LIMITED LIABILITY COMPANY ON BEHALF OF BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed supper club on a portion of 0.90 acres located at 8704 West Charleston Boulevard, Suite 102 (APN: 138-32-818-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). (NOTE: This item to be heard in conjunction with Morning Session Item #58). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

113.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2844 - MARCUS RITZ ON BEHALF OF WAGEMA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a gaming establishment, general business related in conjunction with an existing supper club at 7290 West Lake Mead Boulevard, Suite 1 (APN: 138-22-601-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

114.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2845 - USA CASH SERVICES, LIMITED LIABILITY COMPANY ON BEHALF OF SAHARA RAINBOW, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed financial institution, specified (payday loans) on a portion of 5.44 acres adjacent to the northeast corner of Sahara Avenue and Rainbow Boulevard (APN: 163-02-415-015), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

115.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2848 - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN: 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL

116.REZONING - PUBLIC HEARING - ZON-2735 - BRONCO/CORBETT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] TO: R-PD3 (Residential Planned Development - 3 Units Per Acre) on 4.56 acres adjacent to the southwest and southeast corners of Corbett Street and Bronco Street (APN: 125-26-707-001 and 125-26-706-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

117.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2735 - PUBLIC HEARING - SDR-2736 - BRONCO/CORBETT, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review for a proposed 13-lot single-family residential development on 4.56 acres adjacent to the southwest and southeast corners of Corbett Street and Bronco Street (APN: 125-26-707-001 and 125-26-706-003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

ADDENDUM

CITIZENS PARTICIPATION

Items raised under this portion of the Special 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

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

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

City of Las Vegas

CITY COUNCIL AGENDA
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

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 - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE
- PLEDGE OF ALLEGIANCE

MINUTES:
PRESENT: MAYOR GOODMAN (excused from the afternoon session until 2:35 p.m. due to prior commitment to the Bar Association) and COUNCILMEMBERS REESE, BROWN, L.B. McDONALD, WEEKLY (excused from the morning session until 9:12 a.m.), MACK, and MONCRIEF

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

(9:04)
1-1

REVEREND CYNDI DeLONG, Religious Science, gave the invocation.

(9:04 – 9:06)
1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:06 – 9:08)
1-61

City of Las Vegas

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE 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. A presentation was made.

MINUTES:
DAVE SEMENZA, Manager of the Neighborhood Response Division of the Neighborhood Services Department, joined MAYOR GOODMAN at the podium to honor LLOYD PHILLIPS, Rapid Response Supervisor, as Employee of the Month for October. COUNCILWOMAN McDONALD nominated MR. PHILLIPS, who has been with the City since September 1995, for the four consecutive cleanups he and members of the Rapid Response team conducted in some of the more mature areas of Ward 2. During this time, MR. PHILLIPS and his team members removed several dozen tons of appliances, tree shrubs, tires, and other debris from these areas. These cleanups went far beyond just removing trash and debris; they brought back a sense of dignity and neighborhood pride to the community, especially to the senior citizen population.

Several elderly Ward 2 residents called COUNCILWOMAN McDONALD'S office and reported that for quite some time they were either physically or financially unable to remove and haul large items from their property. Thanks to the efforts of MR. PHILLIPS and the Rapid Response Team, their homes and communities are cleaner and safer.

Overall, nearly 50 tons of trash and debris were removed and transported out of the neighborhoods and the residents have been very vocal about their appreciation for a courteous, outstanding job.

City of Las Vegas

SPECIAL CITY COUNCI MEETING OF OCTOBER 29, 2003
Ceremonial
Recognition of Employee of the Month

MINUTES – Continued:
COUNCILWOMAN McDONALD thanked MR. PHILLIPS for his professionalism and really making a difference in this project. She noted that the Rapid Response Team would soon be embarking on another wave of Ward 2 neighborhood cleanups.

MR. PHILLIPS expressed his appreciation for this honor and stated that his job requires a team effort from his staff. He is very proud of his staff and the camaraderie that has been created between them and various entities, such as the Las Vegas Metropolitan Police Department.

MR. SEMENZA congratulated MR. PHILLIPS and the entire Rapid Response Team.

(9:08 – 9:12)

1-109

City of Las Vegas

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF BRIAN KRAL AND THE RAINBOW COMPANY

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Copy of certificates of appreciation issued were not submitted for the record

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILMAN MACK indicated that the City is very fortunate to have a premier cultural arts program through the Cultural Division of the City of Las Vegas Department of Leisure Services. They offer a world of art, theater, music, and dance to residents looking for creative programming in local cultural art centers, outdoor theaters, and parks.

To recognize one of those outstanding programs, COUNCILMAN MACK called up BRIAN KRAL, KAREN McKENNEY-DYER, KRIS VAN RIPER, DR. TONI MOLLOY TUDOR, JAY NEAL, and NANCY DEANER, City of Las Vegas Cultural Division. The play Paper Lanterns/Paper Cranes, written by MR. KRAL, was first performed in 1984, with production by the Rainbow Company. The script subsequently had other productions and gained other distinctions before being published in 2002, following a second production with the Rainbow Company. This play was selected in 2003 as the best new published play in the United States for secondary school audiences by the American Alliance for Theater and Education. With great pleasure, COUNCILMAN MACK presented each of the aforementioned individuals with a certificate of recognition from the City Council for their outstanding work on this award-winning production.

City of Las Vegas

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003
Ceremonial
Recognition of Brian Kral and the Rainbow Company

MINUTES – Continued:

MS. DEANER thanked the Rainbow Company, which has been a terrific youth theater program for the City for over 20 years. They continue to do a fantastic job.

MR. KRAL clarified that he is an independent artist in the city and not a member of the City of Las Vegas staff. It has been a great support for him to be able to work with the Rainbow Company. He thanked COUNCILMAN MACK for all his interest and support of culture in Las Vegas.

(9:12 – 9:15)
1-266

City of Las Vegas

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE PALO VERDE HIGH SCHOOL BASEBALL TEAM

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILWOMAN McDONALD recognized the Palo Verde High School Baseball Team, who recently won, for the first time in the school's history, the Nevada American Legion State Championship in baseball. In August, the team played in an eight-team double elimination baseball tournament. The team competed against Centennial, Cheyenne, Las Vegas, and defeated Sierra Vista in a championship game with a score of five to four. The team's overall record is 32 wins and 15 losses, and their State tournament record is four wins and zero losses. The game was highlighted by a grand slam homerun by first baseman MIKE SMITH, with BRANDON KINTZLER as the starting pitcher and MATT WILSON earning the save.

COUNCILWOMAN McDONALD called up coaching staff members ARTIE BESSER, MARK ARNAREZ, and MIKE BESSER, and then called up the following team members: ANTHONY RODRIGUEZ, JOSEPH INTISO, JONATHAN EVANS, MICHAEL SMITH, CHAD CONNALLY, TREVOR EHLERS, PETER YASKIN, MICHAEL THORNTON, JOSH CONLEY, JORDAN SALAZAR, BRANDON KINTZLER, STEPHEN WIDMER, DREW CRESPO, MARK SAYAS, ANDREW CARR, MATT WILSON, LANE KIRBY, AND CHRIS CASSELL.

City of Las Vegas

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003
Ceremonial
Recognition of the Palo Verde High School Baseball Team

MINUTES – Continued:
COUNCILWOMAN McDONALD also gave recognition to special guests SAM RUVOLLO, American Legion Association and State Chairman, Nevada Baseball-Post 40, ART BESSER, Sr., President, NV. Youth Baseball Association, and GARY MOUDEN, NV Youth Baseball Association.

COACH ART BESSER said that this is a wonderful team. Each student carries a wonderful grade point average of 3.2. He thanked the parents for their participation.

As a spectator who follows the team because his grandson is a team member, COUNCILMAN REESE said that it is wonderful to see and hear how wonderful the players conduct themselves on and off the field. They should each be very proud. In his opinion baseball is the greatest sport and still the American game.

(9:15 – 9:23)
1-355

Also, COUNCILMAN BROWN announced that KCLV-Channel 8 and The Palms Hotel/Casino are collecting bottled water for the victims of the California fire.

(9:23)
1-583

Lastly, MAYOR GOODMAN indicated that MARCO MATHEWS, an Advanced Technology Magnet High School student from Ward 5, would be shadowing CITY ATTORNEY JERBIC.

(9:23 – 9:24)
1-620

AL GALLEGO, citizen of Las Vegas, opined that this meeting is illegal because the meeting of 10/15/2003 was not cancelled properly. The meeting should have been opened and canceled. Several people at UNLV are of the same opinion. MAYOR GOODMAN deferred to CITY ATTORNEY JERBIC, who indicated that he confirmed with the City Clerk prior to this meeting that it was noticed and posted in compliance with the Open Meeting Law. It is a valid meeting.

(9:24 – 9:27)
1-657

City of Las Vegas

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

SPECIAL PRESENTATION BY THE CLARK COUNTY HEALTH DISTRICT

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
This presentation was not made.

MINUTES:

City of Las Vegas

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF POLICE AND FIRE GAMES CHAMPION SWIMMER RYAN WYNN

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
This presentation was not made.

MINUTES:

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

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 wish 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 53, 55, 68, 70, 71, and 73 – UNANIMOUS

MINUTES:
COUNCILMAN REESE noted that the request for abeyance items must be held to the 11/19/2003 Council meeting.

There was no further discussion.

(9:27 – 9:28)
1-730

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Regular City Council Meeting of September 17, 2003

MOTION:
REESE – APPROVED by Reference – UNANIMOUS

MINUTES:
There was no discussion.

(9:28)
1-775

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY MANAGER

DIRECTOR: **DOUGLAS A. SELBY** [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

Approval of professional services agreement with Kirchhoff & Associates for an organizational and management study ($63,700 - General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $63,700
[X]	**Budget Funds Available**	**Dept./Division:** City Manager
[ ]	**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 Kirchhoff & Associates to provide expert analysis, assessment and study results for the departments of Planning & Development, Building & Safety, Public Works and Fire & Rescue. The agreement would be effective upon Council approval, with the final report to be completed by March 1, 2004, at a cost of $51,300 plus out-of-pocket expenses not to exceed $12,400.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 15 and 16. She disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for Items 15 and 16. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has discussed this disclosure with the City Attorney, who has opined that these items would have no material impact on Station Casinos.

City of Las Vegas

Agenda Item No. 3

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003
Consent – Administrative
Item 3 - Approval of professional services agreement with Kirchhoff & Associates for an organizational and management study ($63,700 - General Fund)

MOTION - Continued:
NOTE: In addition to his abstention on Item No. 14, COUNCILMAN MACK disclosed that his brother-in-law, ANDREW DONNER, has a contract with the Lady Luck and Item 52 could result in office space near City Hall; however, since it is a government office, he does not foresee a conflict with his brother-in-law's contract. The property involved in Item 53 is located near property owned by his brother, STEVEN MACK, but he does not believe it will have any affect on his brother's property. His relatives have not discussed either of these items with him and he feels comfortable in voting on them.

MINUTES:
COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that Item 54 be approved by the City Council. Item 53 is recommended to be stricken.

CITY ATTORNEY JERBIC noted a correction on Item 3. The paragraph Timing and Cost of the last page of the document lists the department of Leisure Services, which should be stricken and substituted with the language "departments and divisions" to be consistent with the rest of the document.

MAYOR GOODMAN requested Item 4 be pulled for discussion.

There was no further discussion.

(9:28 – 9:31)
1-785

AGREEMENT

This Agreement, entered into this 29th day of October, 2003 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 shall begin the project on November 1, 2003 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 April 15, 2004.

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 $51,300. 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 $12,400. The total project cost will not exceed $63,700.

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.

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.

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

CITY OF LAS VEGAS

MAYOR

Date 10-29-2003

KIRCHHOFF & ASSOCIATES

Date 09-25-03

Attest:

By

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date 10/2/03

EXHIBIT "A"

A Work Plan Proposal for the City of Las Vegas

This is a proposed work plan for an Organizational and Management Study for the City of Las Vegas. For the purpose of discussion in this work plan, the departments and divisions to be studied are collectively referred to as City of Las Vegas Organization (CLVO).

The departments to be studied are:

Planning Department;
Building Department;
Public Works Department(development review functions); and,
Fire Department (plan check and inspection functions).

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 departments studied:

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;

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;

10. Examine and evaluate the enterprise fund(s) related to development activities; and,

11. Conduct a limited comparative analysis of development enterprise fund activities in other municipalities.

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 employees – The consultant will schedule employee briefing sessions that will include a review of the work plan, project timing and the importance of employee input. ***A goal of this study will be to obtain input from as many employees as possible.***

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. Those who will be scheduled for an interview include:

City Manager

Deputy City Managers;

Directors of CLVO Departments being studied;

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 if possible. 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 – Surveys

Three surveys will be conducted in order to obtain information from as many sources as possible.

Task 4.1 – Organizational Climate Survey

This survey involves the conduct of a confidential assessment of employee attitudes regarding a variety of operational and organizational issues. It is used as a method of assessing overall employee morale. The responses submitted from the employees will be cross tabulated and analyzed against a number of demographic and organizational variables using a computerized program designed for this type of analysis. This survey supports internal documentation and data collection efforts, while maximizing employee participation.

Task 4-2 – Management/Supervisor Questionnaire

A questionnaire form will be used to obtain operational information from all of the managers and supervisors in the departments and divisions being studied. This information will be used to solicit assess the views and opinions of the supervisory chain of command.

Task 4-3 – User Survey

A mail survey of users of the development review process will be conducted as part of the project. The City will provide the consultant with a list users of the development process to contact and will assist in the solicitation of information if necessary. The consultant also intends to interview selected developers or their representatives in conjunction with the survey.

Task 5 – 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 Managers 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 6 – 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 7 – Draft Final Report

After completing the detailed analyses the consultant will prepare a draft final report for review by the Deputy City Managers and Project Manager. This draft report will be due on March 30, 2004.

Task 8 – Final Report

Task 8 – 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 eight 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 on November 1, 2003 after receiving notification to proceed from the City of Las Vegas. A draft of the project will be completed by March 30, 2004. The final report will be completed by April 15, 2004.

The cost of professional services for the Organizational and Management Study will be the fixed amount of $51,300. 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, research, and graphic services and telephone charges. Expenses will be billed on an actual cost basis without mark up and will not exceed $12,400. Postage for the surveys and questionnaires used in the study will be handled directly by the City. The total project cost will not exceed $63,700. Kirchhoff & Associates will bill the City of Las Vegas monthly for progress payment.

Respectfully submitted,

Kirchhoff & Associates

September 25, 2003

EXHIBIT "B"

CERTIFICATE OF OF PRINCIPALS

1. Definitions

"*City*" means the City of Las Vegas.

"*City Council*" means the governing body of the City of Las Vegas.

"*Contracting Entity*" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**

Kirchhoff & Associates

Name

PMB-013, P.O. 189003

Address

Coronado, CA 92178-9003

Telephone

619-204-8769

EIN or DUNS

Block 2 **Description**

Subject Matter of Contract/Agreement:

To perform an organizational management study of the departments selected by the City manager's office

RFP #:

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Cindi Kirchhoff, President	PMB-L1403 P.O. Box 189003 Coronado, CA 92178-9003	619-204-8769
2.	William Kirchhoff, managing partner		
3.	Maggie Kirchhoff, Sec/Treasurer	1965 S. High St. Denver, CO 80210	303-870-876
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.

William C Kirchhoff
Name

10-02-03
Date

Subscribed and sworn to before me this 2nd day of OCTOBER, ~~2002~~ 2003

John T. Cully
Notary Public

JOHN T. CULLY
Commission # 1438356
Notary Public - California
San Diego County
My Comm. Expires Sep 6, 2007

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY [X] CONSENT [ ] DISCUSSION

SUBJECT:
ADMINISTRATIVE:

Approval of the Production and Promotion Agreement between SFX Management, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration – All Wards

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
This agreement will provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration. This agreement will allow CCE to promote a yearlong celebration featuring major events and activities. It is also understood that the monies from sponsorships will be used to fund the Celebration and any remaining funds will be retained by the Commission to be used to establish legacy projects of the Las Vegas Centennial and provide for historical programs on Las Vegas.

RECOMMENDATION:
Staff recommends approval of the agreement and authorization for the President of the Commission for the Las Vegas Centennial to execute the Production and Promotion Agreement.

BACKUP DOCUMENTATION:
1. Production and Promotion Agreement
2. Disclosure of Principals

MOTION:
GOODMAN – APPROVED as recommended – UNANIMOUS

MINUTES:
STACY ALLSBROOK, Management Analyst II with Leisure Services, commented that this contract will enable the City to have a fitting celebration on its 100th birthday. SFX Management has decades of experience with special events, marketing, merchandising, and sponsorships.

BRUCE ESKOWITZ, President of Marketing and Sales, Clear Channel Entertainment, Inc., said that Clear Channel is the largest producer of live entertainment in the world. Its role in this will be to assist with bringing in the sponsorships, licensing, producing the live events, and hopefully the television component as well.

City of Las Vegas

Agenda Item No. 4

CITY COUNCIL MEETING OF OCTOBER 29, 2003
Consent – Administrative
Item 4 – Approval of the Production and Promotion Agreement between SFX Management, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration – All Wards

MINUTES – Continued:
MAYOR GOODMAN noted that contracting with a company with such a great reputation is a momentous occasion. SFX provides entertainment during the Super Bowl halftimes. They have all the contacts necessary to garner the needed sponsorships in order to have a birthday celebration that is second to none. He hopes to be able to take advantage of this opportunity and show off Las Vegas to the world. He is very excited to learn that representatives from the Strip hotels and the Convention Authority want to partake in this celebration to make it big and galvanize Las Vegas.

There was no further discussion.

(9:31 – 9:36)
1-864

ACTION TAKEN

[illegible]

1/30/04 [illegible]

Date

PRODUCTION AND PROMOTION AGREEMENT
Commission for the Las Vegas Centennial Celebration

This Agreement ("Agreement") is made as of the ____ day of ________________, 2003 (the "Effective Date") by and among and SFX Marketing, Inc., a Delaware corporation and wholly owned subsidiary of SFX Entertainment, Inc. d/b/a Clear Channel Entertainment, with offices located at 2000 West Loop South, Suite 1100, Houston, Texas 77027 ("CCE") and the Commission for the Las Vegas Centennial, a Nevada nonprofit corporation (referred to herein as the "Commission") located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101. CCE and Commission are collectively referred to herein as the "Parties" and at times each is individually referred to herein as a "Party."

RECITALS

WHEREAS, the City of Las Vegas recognizes that its founding date of May 15, 1905 and the 100th Anniversary of said founding date due in May, 2005 (the "Centennial"); and

WHEREAS, in recognition of the Centennial, the City of Las Vegas desires to celebrate and commemorate the Las Vegas Centennial and thereby leave a legacy of the Las Vegas Centennial and provide for historical programs concerning the founding of Las Vegas; and

WHEREAS, the City of Las Vegas created the Commission for the Las Vegas Centennial for the purpose of facilitating the City of Las Vegas with fundraising, supporting and advancing the Las Vegas Centennial and preserving the historical significance of the founding of Las Vegas; and

WHEREAS, the Commission desires to obtain certain services for the celebration of the Las Vegas Centennial; and

WHEREAS, CCE acknowledges the intent of the City of Las Vegas and the Commission and is willing to develop, create, produce and promote a year long celebration of the Las Vegas Centennial featuring major event(s), activities and promotions as further described herein (the "Celebration") and pursuant to the terms and conditions of this Agreement; and

WHEREAS, CCE further acknowledges that monies from the Sponsorships, and not taxpayer funds, will be used to fund the Celebration and any remaining funds will be retained by the Commission to be used to establish a legacy of the Las Vegas Centennial and provide for historical programs on Las Vegas.

NOW, THEREFORE, in consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. As used herein, the following terms shall have the respective meanings indicated:

4

a. "Sponsor" shall mean any person, firm or corporation which agrees to deliver sums of money to CCE to be made payable to the Commission in exchange for the right to have its name associated with the Celebration or its individual Celebration events. The term "Sponsor" as used in this Agreement may be further defined as follows:

1. "National Sponsor" shall mean a firm or corporation which offers goods and/or services to a national and/or international market who desires to support the Celebration in exchange for recognition of its goods and/or services with the Celebration.

2. "Associate Sponsor" shall mean a firm or corporation which offers goods and/or services on a national and/or international market who desires to support the Celebration in exchange for a recognition of its goods and/or services with the Celebration, whose monetary commitment is smaller, and whose recognition in connection with the Celebration is respectively smaller, than a National Sponsor.

3. "Local Sponsor" shall mean a person, firm or corporation which is located in Southern Nevada who desires to support the Celebration in exchange for recognition of the Local Sponsor with the Celebration. Local Sponsor does not include those sponsors who support a Community Event or Outside Event.

4. "In-Kind Sponsor" shall mean a person, firm or corporation which provides certain tangible goods or services in support of the Celebration in exchange for recognition or other non-monetary benefits in connection with the Celebration.

b. "Sponsorship Revenue(s)" shall mean any and all gross sums paid to the Parties by a Sponsor in exchange for the right of such Sponsor to have its name associated with the Celebration or any individual event associated with the Celebration. Sponsorship Revenue(s) shall specifically excludes the following:

i) Any sums received by any Sponsor in connection with any activity other than the Celebration; or

ii) Any sums received that may be received in connection with an activity of a similar nature to the Celebration that may be held in subsequent years.

c. The term "Events" is described as follows:

i) "Celebration Event(s)" shall refer any event(s) created and implemented by CCE for the Las Vegas Centennial Celebration

ii) "Community Events" shall refer to events, projects and programs that are created and implemented by the Commission drawing only local participation in Southern Nevada.

iii) "Outside Events" refer to the events, projects and programs that are created and implemented by local organizations or entities in Clark County, Nevada which are outside the control of the Commission or CCE. Examples of these events may include church events, ethnic events, business events or individual hotel events.

d. CCE Affiliates. "CCE Affiliate" shall mean, when used with respect to SFX herein, any person, division or entity which controls, is controlled by or is under common control with SFX. As used in the immediately preceding sentence, the term "control" (with correlative meanings for "controlled by" and "under common control with") shall mean, with respect to any incorporated entity, the ownership, directly or indirectly, of more than twenty percent (20%) of the outstanding equity interests in such entity, and with respect to persons, divisions and other unincorporated entities, shall mean under the complete control of the CCE Affiliate.

e. Commission Materials. "Commission Materials" shall have the meaning attributed to it in Section 30 herein.

f. CCE Materials. "CCE Materials" shall have the meaning attributed to it in Section 30 herein.

2. Program Components. CCE shall provide Commission with the following services related to the Celebration (the "Program Components"). Unless specifically stated otherwise herein, CCE shall be the only person or entity permitted to provide the Program Components for Commission as it relates to the Celebration Events. CCE acknowledges and agrees that Community Events and Outside Events are not within the scope of CCE's services and the Commission, the City of Las Vegas and other third parties are permitted to create and implement various Community Events or Outside Events concurrently with CCE's creation and implementation of the Celebration Events. Detailed specifications of each of the Program Components shall be mutually agreed to in writing by the Parties. The Program Components to be provided to Commission by CCE shall include the following:

a. Project Management. CCE shall be the exclusive entity to provide Commission with project management for all Celebration Events. CCE President of Marketing will oversee and manage the Celebration, the individual Celebration events, and related Celebration projects. A Senior Sales Executive will be dedicated solely to the management of the Commission Celebration and manage the day-to-day operations and Celebration Events.

Changes to any key members of CCE staff shall be handled as follows:

Staff Assignments and Changes:

i) If the Commission is not satisfied with the performance of key staff members, Commission can file a complaint and request to replace a key staff member, in writing to be delivered to the CCE headquarters to the attention of Bruce Eskowitz, President of National Sales and Marketing of SFX Marketing, Inc., at the address stated in Section 24 hereof. CCE agrees to address the complaint in a way mutually agreed upon with in 15 days of receipt of the complaint, including the Commission's consideration and approval of any replacements to key staff members.

ii) Absent a complaint, CCE agrees to notify Commission for approval prior to any key staff changes.

b. Celebration Events Production.. CCE will develop, produce and promote Celebration Events consisting of individual events, including concerts and potential touring shows, in furtherance of the Celebration.. In anticipation of and during the course of the Celebration (which period shall include January 2005 through January 2006), CCE will produce, promote and market sponsorships for major Celebration Event(s) generated by CCE and assigned to the Celebration. CCE will investigate potential artists and concepts in conjunction with the Celebration Events and present such artists and concepts to the Commission. Subject to the Commission's prior approval, CCE will secure talent and negotiate all aspects of the artist agreements and any other necessary agreements including tour agreements, venue agreements, service agreements, and vendor agreements. Commission shall have the right to suggest and approve all artists, tours and Celebration Events including the specific terms and conditions of the agreements prior to CCE's execution of said agreements. Neither CCE, nor any CCE Affiliate is obtaining an agent fee or commission for arranging or booking any of the talent or events. The parties recognize that the number and type of Sponsors will play a role in determining the types of Celebration Events and any specialized concepts for the Celebration Events.

c. Merchandising/Licensing. Except as otherwise stated herein, Commission hereby grants to CCE the exclusive right to develop, license and market merchandise as well as provide additional licensing rights for the Celebration including developing online marketing and sales and television shopping channels sales. CCE acknowledges and agrees that the Commission, the City of Las Vegas and/or other third parties are not precluded from merchandising and/or licensing any products related to Community Events and Outside Events. The Commission will cooperate in good faith to ensure that any Community Event product merchandising does not conflict with CCE's merchandising of Celebration products. Commission retains the right to approve all merchandising concepts and plans presented by CCE and CCE shall not implement plans without written approval of the Commission. Any product the CCE declines to license, the Commission shall have the right to license such merchandise. All Material, as that term is defined in Section 30 of this Agreement, that CCE creates (directly or via agents, subcontractors or any third party acting under direction or commission of CCE) on behalf of the Commission and/or the Celebration, whether an original work or a derivative of any Commission Materials, shall be the sole property of the Commission unless stated otherwise herein (i.e., work made for hire).

Unless the parties agree to an extension in writing, CCE shall have the right to merchandise and retain the licensing to the merchandise for the Celebration until January 31, 2006, at which time all CCE licenses in the Commission Materials shall expire and shall revert in whole, including any derivatives created by or at the direction of CCE, to the Commission.

d. Television Programming. CCE may develop and produce television programming based on the events and activities of the Celebration, subject to CCE's securing a broadcasting agreement with major television network(s) and/or cable broadcasting company(ies). CCE shall be the primary entity authorized to provide such programming, however, the following television programming shall be excluded from CCE:

i) Documentaries to be developed by the Commission, the City of Las Vegas or third parties approved by the Commission or the City of Las Vegas to develop and produce said documentaries;

ii) Television programs and stories developed by the City of Las Vegas, Clark County government access stations and local Southern Nevada television stations; and

iii) Any independent production created for the local Southern Nevada market.

Funding for the development and implementation of CCE television programming will come from Sponsorship Revenue or from revenue provided by the applicable network or cable broadcast company.

Subject to CCE's ability to secure such rights in any broadcast agreement regarding the City of Las Vegas and/or the Celebration (which it shall use its best efforts to secure), and after the applicable broadcast company or network has aired a first broadcasting of such program, then the Commission shall have the perpetual paid up world wide right to rebroadcast CCE's applicable television programs on the City of Las Vegas' government access stations and to use clips of the programs in advertising and promotional videos for the Commission, the City of Las Vegas, Las Vegas Convention and Visitor's Authority and Las Vegas Events. For the purpose of clarification, the content for such broadcast shall be created by CCE under the conditions negotiated between such broadcast company and CCE, and CCE shall use its best efforts in such negotiations to reserve the aforementioned re-broadcast rights on behalf of the Commission. In any event, CCE shall not retain any rights in the content of such broadcast to itself or for its use, and any rights reserved by it at all times shall be the sole property of the Commission, not CCE.

e. On-Site and Media Benefits. At mutually agreeable Celebration Events, CCE will provide Commission with On-Site and Media Benefits including the following:

i) Product Display/Sampling. CCE will set up information booths for the benefit of Sponsors at each Celebration Event's locations as specified for use by the Commission. Such booths may be used for diverse promotional activities at the various Celebration Events during the Celebration. CCE will set up and staff such booths in which Commission may provide information or promotional materials such as brochures; display items related to the Celebration or Las Vegas; sample Las Vegas or Sponsors' products; sell/display Celebration licensed merchandise; or have other promotional activities. The Commission and/or the City of Las Vegas shall have the right to set up its own booths at the Celebration Events for the purpose of disseminating information on the Centennial Community Events, Outside Events and other related events and activities.

ii) Hospitality. CCE will provide a room or area at the Celebration Events for use by Commission to entertain employees, guests, artists, sweepstakes winners, etc. The area will be set up to by CCE to serve food and beverages as directed by the Commission. Commission agrees to pay approximately $1000 per 10 guest not exceeding 50 guests ($100 per guest value).

iii) Promotional announcements. CCE shall produce, with Commission's approval of content, promotional announcements, which will be broadcast throughout the individual Celebration Events prior to and during the Celebration. The announcements could include upcoming Celebration Events, sweepstakes winners, or other promotional information. Promotional announcement relating to Celebration Events will be funded out of Sponsorship Revenue.

iv) Promotional spots. CCE will produce, with Commission's approval of content, TV Spots and video loops which will be displayed on monitors during individual Celebration Events (where possible) during the course of the Celebration. These spots may include upcoming Celebration events, shows, or other content to be developed by CCE for Commission. Promotional spots relating to Celebration Events will be funded out of Sponsorship Revenue.

v) Branded Seating. CCE may provide, if Commission desires, branded seating during special events during the course of the Celebration. The branded seating may be used at Commission's sole discretion.

vi) Consumer promotions. CCE shall, at the discretion of Commission and in connection with Sponsorships including such activity, have consumer promotions created by CCE which will be themed to the Celebration Events. The consumer promotions can utilize bounce-back coupons, ticket/travel giveaway's, preferred access ticket purchases prior to the public on-sale, or other strategies as mutually agreed upon.

vii) Radio promotions. Commission shall have the option to have CCE create and produce radio promotions to promote the Celebration in connection with Sponsorships whose agreements include such activity, the Celebration Events and sweepstakes contests, as described hereinafter.

Promotional announcement relating to Celebration Events will be funded out of Sponsorship Revenue.

viii) Online promotional opportunities. CCE will be responsible for developing, maintaining and managing an online merchandising website for the purpose of processing merchandise sales originating from the Commission's Centennial Celebration official website, to which it shall be linked. Commission will not be responsible for developing or maintaining online merchandising, except for providing photos, list price and other necessary and appropriate information regarding the Celebration merchandise, and linking mechanism to the CCE-designated merchandise process site. Additionally, Commission will provide prominent sponsorship logo space on its official website.

f. Additional Activities.

i) Revelries. Commission shall have the option to have pre/post Celebration Event or Celebration parties ("Revelries") for significant Sponsors and/or other VIPs. CCE shall produce and promote the Revelries and handle all set-up, as specified by Commission. Commission agrees to pay approximately $1000 per 10 guest not exceeding 50 guests ($100 per guest value)

ii) Sweepstakes. If a Sponsor's agreement includes such activity, or otherwise by way of a radio promotion, CCE shall have the ability to implement a fly-away sweepstakes or ticket giveaway sweepstakes to promote the Celebration such as a "Win an all expense paid trip to Las Vegas' 100th Anniversary Celebration" including VIP access to Events. Information on the sweepstakes may be made available on a branded website, as specified in 2 e(viii), and may be promoted on video monitors at Celebration Events (2 e(iv)), during announcements at the Celebration Events (2 e(iii)) and via additional consumer media promotions (2 e(vi)). Contestants may enter on-site at Celebration Events or on the branded website with a special promotional code. CCE's Activation of such sweepstakes shall be subject to compliance with all applicable federal and state laws governing sweepstakes/contests.

g. Sponsorships.

i) Sponsorship Development. Prior to CCE's submission of the Sponsorship Plan, CCE shall conduct an asset review of potential Sites for Sponsors. The Commission will assist in recommending potential Sponsors in and around the Las Vegas area. Commission will also use its best efforts to assist in recommending inventory sites which would support a Sponsor such as, but not limited to:

- Signage at McCarran International Airport in Las Vegas, Nevada
- Signage at the Las Vegas Convention Center

- Flagpole banner signage on lampposts
- High visibility areas

CCE acknowledges that the Commission and the City of Las Vegas does not own, control or manage the above-mentioned inventory sites and does not guarantee these sites for Sponsors but shall use its best efforts to secure on behalf CCE's ability to secure Sponsors.

CCE shall develop and submit to Commission for approval a Sponsorship Plan by the date set forth in the attached Schedule, attached hereto as Attachment 1. The Schedule shall include a Production Timeline for completion of the CCE's services in this Agreement. The Schedule may be amended from time to time in writing as the Sponsorship Plans are implemented upon the mutual agreement of CCE and Commission. The Sponsorship Plan shall be reviewed and approved within thirty (30) days of Commission's receipt of the Sponsorship Plan.

ii) Sponsorship Program. CCE shall design and price Sponsorship Programs based on a tiered structure. Details of the Sponsorship Program will be described in the Sponsorship Plan to be submitted to Commission by the deadline set forth in the Schedule, Attachment 1. The sponsorship categories will list the tiered structure developed by Commission and the categories within each tier. An example of the tiered Sponsorship categories is as follows:

National Sponsors which will include categories such as:

- Automobile
- Beer/Malt Beverage
- Credit Card
- Soft drink
- Wireless

Associate Sponsors which will include categories such as:

- Airline
- Apparel
- Home video games (i.e. X Box)
- Liquor/spirit
- Watch/jewelry

Supporting Sponsors (To be determined). These Sponsors may be non-exclusive cash or in-kind sponsors such as food products, limo/valet service, building materials, etc.

iii) Sponsorship Revenue Development. CCE will negotiate with National Sponsors and Associate Sponsors to fund Celebration Events. The

Sponsorship Revenue received from Sponsors will be divided between parties as follows:

a) 20 % of Sponsorship Revenue will go to the Commission to fund Community Events. Any excess funding available will be used for maintenance of legacy and historical programs on Las Vegas.

b) 20% of Sponsorship Revenue will go to CCE as CCE's fee for negotiating and implementing Celebration Events and sponsorship packages for the Centennial. If the Commission provided a Sponsor to CCE to fund the Celebration, CCE agrees that its fee will be 15% of Sponsorship Revenue. The remaining 5% of Sponsorship Revenue will belong to the Commission as its finder's fee. Two and one-half percent (2½ %) of the Sponsorship Revenue share shall be held as a reserve amount to be released in accordance with Section 6.

c) Up to 60% of Sponsorship Revenue may be used to fulfill sponsorship obligations made by CCE. Sponsorship Revenue will be used to plan, staff, implement and promote Centennial Events. In the event the sponsorship production costs are less than 60%, the remaining Sponsorship Revenue shall belong to the Commission for its use.

iv) Centennial Celebration Event(s). CCE shall create, plan and implement the premier birthday celebration for the Las Vegas Centennial Celebration in May 2005. CCE shall submit no later than by the end of Phase I as set forth in the Schedule, Attachment 1,a program plan which is subject to Commission for review and approval. Depending on Sponsorship Revenue, CCE will create additional Celebration Events.

v) Sponsorship Marketing/Packages. CCE will package and market sponsorship opportunities related to the Celebration and the individual Celebration Events ("Sponsorship Packages"). The Celebration Events and activities related to the Celebration shall be self-funded through sponsorship, licensing and merchandise. CCE shall provide the following related to Sponsorship Marketing/Packages:

a) CCE will be the only entity other than Commission that will be permitted to solicit Sponsors for the Celebration Events. Agreements with Sponsors shall be subject to the final approval of Commission.

b) Within the time set forth in the attached Schedule, CCE will conduct an asset review to determine appropriate sites and events for Sponsorship Packages.

c) Within the time set forth in the attached Schedule, CCE will design all Sponsorship Packages associated with the Celebration and market these Sponsorship Packages to potential National, Associate and Supporting Sponsors in the corporate arena.

d) CCE will develop deliverables for sponsorship packages; however, Commission shall have the final approval of each Sponsorship Package. All Sponsorship Packages developed by CCE are subject to Commission's approval prior to distribution.

e) CCE shall negotiate all terms of the contracts with Sponsors which shall be subject to the approval of Commission. All contracts with Sponsors shall be between CCE and the Sponsor.

f. CCE will invoice all Sponsors and collect all monies due. Checks will be made payable to Commission. CCE will subsequently invoice Commission for the funding needed to produce and market Celebration Events.

3. **Budget Approval**. CCE shall submit a budget for each proposed Celebration Event for prior review and approval by the Commission. Upon budget approval, CCE shall begin work on the proposed Celebration Event and after submission of Sponsorship Revenue to the Commission, CCE may invoice Commission for the specified Revenue share set forth in Section 2g(iii). Any unapproved invoice or change submitted to the Commission by CCE will be the responsibility of CCE. Commission is only responsible for approved budgeted invoices. All budgeted expenses not approved by Commission shall be the responsibility of and be paid for by CCE. Commission shall not be responsible for payment of invoices for items not previously approved in the budget.

4. **Invoicing, Payment and Subcontracts.**

a. CCE shall submit an invoice to the Commission by the twentieth (20^{th}) of the month after completion of specific milestones set forth herein. All invoices should identify the performance dates covered, should describe the Contract services against which charges are made, should state the date of the invoice, and should reference the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to CCE will be made in full within thirty (30) calendar days. CCE shall submit an original invoice to the address below and submit a copy of the invoice to Commission:

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

b. The compensation to be paid to a retained subcontractor shall be the responsibility of CCE and shall not entitle the payment of any additional compensation under this Agreement. CCE guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor in connection with this Agreement.

5. Performance Review. The Commission and CCE will review performance measurements every 90 days to evaluate compliance with the terms of this Agreement and satisfactory progress on completion of certain milestones and/or deliverables in accordance with the Schedule on Attachment 1, as well as to consider any adjustments to the Schedule. Performance review shall consider each of the following:

a. Sponsorship Revenue
b. Contractual Agreements – including but not limited to:
    1. Sponsorship Contracts
    2. Artists and Talent Contracts
    3. Advertising Contracts
    4. Site Contracts
    5. Event Contracts
    6. Radio/TV Contracts
    7. Production Contracts
    8. Merchandising/Licensing Contracts
c. Celebration Events Programming
d. Sponsorship Packages

In addition to the 90 day Performance Review, CCE agrees to submit a written monthly status report to Commission no later than the 10th day of the following month. The monthly status report shall include the progress for each of the required areas as set forth above and the milestones and/or deliverables completed.

6. Compensation. CCE's compensation for the Celebration shall include the following commissions and production fees:

a. 20% of all gross Sponsorship Revenue generated and received by CCE on behalf of Commission and 15% of all gross Sponsorship Revenue received from Sponsor provided to CCE from the Commission. CCE shall be paid its specified Sponsorship Revenue share less 2½% of the gross Sponsorship Revenue upon the submission of the Sponsorship Revenue funds to the Commission and invoice from CCE. The remaining 2½% shall remain with the Commission as a reserve amount to be released upon the Commission's receipt of the total Sponsorship Revenue from the applicable Sponsor and CCE's fulfillment of the applicable Sponsor's contractual benefits, with the balance of any remaining retainer funds to be released upon completion of CCE's services pursuant to this Agreement.

b. A production fee (mutually agreed by both parties) for the production of the Celebration Events. This fee will be paid out of the 60% Sponsorship Revenue share in Section 2g(ii).

c. A production fee (mutually agreed by both parties) for the production of traveling exhibit Celebration Event. This fee will be paid out of the 60% Sponsorship Revenue share in Section 2g(ii).

d. A production fee (mutually agreed by both parties) for television shows that re produced by CCE on behalf of Commission. This fee will be paid out of the 60% Sponsorship Revenue share in Section 2g(ii) or by a network or broadcast company.

e. A fee for all merchandising and licensing gross revenue. The fee shall be 25% of all merchandising that does not use the Commission's Marks and 20% for all merchandising which uses the Commission's Marks. As set forth in Section 2c, Commission will retain all of its rights in the Commission Materials as used in merchandising unless otherwise mutually agreed upon.

f. CCE shall retain a 20% backend equity profit in any VHS, DVD, CD, or others similar media that are produced by CCE on behalf of Commission. Commission will retain all rights, including copyrights and trademarks unless mutually agreed otherwise.

7. Termination for Default

a. The Commission may, by written notice of default to CCE, terminate this Agreement in whole or in part if CCE fails to:

(i) Perform the services under Section 2, "Program Components" (including, if applicable, delivering any services, goods, or documentation required thereunder) or achieve the milestones set forth in the Schedule within the time specified in this Agreement or any extension;

(ii) Make progress, so as to endanger performance of this Agreement; or

(iii) Perform any of the other provisions required of this Agreement.

b. The Commission's right to terminate this Agreement under (a)(ii) through (a)(iii) above, may be exercised if CCE does not cure such failure within ten (10) calendar days (or more if authorized by the Commission) after notice, specifying the failure, is provided pursuant to Section 24.

c. If the Commission terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the Commission considers appropriate, services or goods similar to those terminated, and CCE shall be liable to the Commission for any excess costs for those services or goods. However, CCE shall continue the work not terminated.

d. CCE shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of CCE. These circumstances are limited to such causes as (1) acts of God or of the public enemy, including terrorist attacks, (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 CCE's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days.

e. Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or 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 Commission retains the right to terminate for default immediately should CCE 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.

8. Disclosure of Principals

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas effective October 1, 1999, SFX Marketing, Inc. warrants that it has disclosed, on the form attached hereto as Attachment 2, all principals, including partners of SFX Marketing, Inc., as well as all persons and entities holding more than 1% interest in SFX Marketing, Inc. or any principal of SFX Marketing, Inc. If SFX Marketing, Inc., principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employment Retirement Income Act Security (ERISA), and submits current copies of such federal disclosures to the Commission the requirement of this Section shall be satisfied. Throughout the term hereof, SFX Marketing, Inc. shall notify Commission in writing of any material change in the above disclosure within 15 days of any such change. Copies of new federal disclosure filings shall also be sent to the Commission within ten (10) days of such filing.

9. Disputes

a. For each claim or dispute arising between the parties under this Agreement, 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 Commission 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.

b. For any and all claims or disputes asserted by CCE, CCE shall notify the Commission of its intent to proceed further with the claim or dispute, and in response thereto, the Commission shall notify CCE as to its selected forum for resolution. For any and all claims or disputes asserted by the Commission, the Commission shall notify CCE with a 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.

c. In the event that arbitration is originated by the Commission as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

d. The laws of the State of Nevada shall govern this Agreement and the venue for purposes of such litigation or arbitration shall be at the City of Las Vegas, Clark County, State of Nevada.

10. Notice of Delay

a. Should the timely performance of this Agreement be jeopardized by the non-availability of Commission provided personnel, data, or equipment, CCE immediately shall notify the Commission in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the Commission will advise CCE in writing of the action which will be taken to remedy the situation.

b. CCE shall advise the Commission in writing of an impending failure to meet established milestones or delivery dates based on CCE's failure to perform. Notice shall be provided as soon as CCE is aware of the situation; however, such notice shall not relieve CCE from any existing obligations regarding performance or delivery.

11. Termination of Agreement

a. Subject to the notice of default and cure provisions in Section 7, and the defaulting party has failed to cure the default, the non-defaulting party may terminate as follows:

i. Phase I – If the defaulting party has failed to complete the milestones set forth in Phase I of the attached Schedule in Attachment 1 by the end of the first 90 days of the Agreement, there will no penalty to either party.

ii. Phase II – If the defaulting party has failed to complete the milestones set forth in Phase II of the attached Schedule by the end of the 180th day of Agreement, the defaulting party, if the nondefaulting party chooses to terminate the Agreement, shall pay $100,000 to the nondefaulting party.

iii. Phase III - If the defaulting party has failed to complete the milestones set forth in Phase III of the attached Schedule by the end of the 270th day of Agreement, the defaulting party, if the nondefaulting party chooses to terminate, shall pay $250,000 to the nondefaulting party.

iv. Phase IV – If the defaulting party fails to complete the milestones set forth in Phase IV of the attached Schedule by the 360th day of Agreement, the defaulting party, if the nondefaulting party chooses to terminate, shall pay $500,000 to the nondefaulting party.

v. Phase V – If the defaulting party fails to complete the milestones set forth in the attached Schedule by the 400th day of this Agreement, the defaulting party, if the nondefaulting party chooses to terminate, shall pay $750,000 to the nondefaulting party.

Termination under this Section can only be effective after the notices of default have been issued and the cure period has expired pursuant to Section 7. The terminating party shall send a written notice to terminate this Agreement to the other party. In the event of such termination, the terminating party agrees to pay other party within sixty days after receipt of a correct, adequately documented written request.

12. Independent Contractor

In the performance of services under this Agreement, CCE and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the Commission. CCE shall be liable for the actions of any person, division, organization or corporation(s) with which it subcontracts to fulfill this Agreement. The Commission shall hold CCE as the sole responsible party for the performance of this Agreement. CCE shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by CCE 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.

13. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement 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 Agreement from being void should a provision which is of the essence of this Agreement be determined void.

14.Conforming Services

The services performed under this Agreement shall conform in all respects with the requirements set forth in this Agreement unless otherwise amended in writing executed by both parties. It shall be the responsibility of CCE to furnish the Commission with sufficient data and information needed to determine if the services performed conform to all the requirements of this Agreement.

15. Insurance

a) CCE shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

(i) Industrial/Workers' Compensation Insurance with respect to potential CCE employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement

(ii) Commercial General Liability Insurance for bodily injury, property damage with respect to CCE's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence".

b) The Commission and the City of Las Vegas shall be named as an additional insured parties on the general liability policy above and such notation shall appear on the certificate of insurance furnished by CCE's insurance carrier. The certificates for each insurance policy are to be signed by a person authorized by that insurer. Each insurance carrier's rating shall have a Best rating of "A VII" or higher. The adequacy of the insurance supplied by CCE, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Commission.

c) All deductibles and self-insurance retentions shall be the sole responsibility of CCE and shall be of reasonable industry amounts for companies of similar size and financial capability.

d) Certificates indicating that such insurance is in effect shall be delivered to the CLVC within ten (10) days after the Date of this Agreement, or before work commences, whichever is earliest. CCE shall maintain coverage for the duration of this Agreement. CCE shall annually provide the Commission with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that CCE and/or insurance carrier shall provide the Commission with a thirty (30) day advanced notice of material policy modification or cancellation.

e) Should CCE fail to carry the required insurance, the Commission has the option to purchase replacement insurance and charge the costs back to CCE.

16. Indemnification

a. CCE Indemnification:

i. In addition to the insurance requirements set forth above, "Insurance", CCE shall protect, indemnify and hold harmless the Commission, the City of Las Vegas, their directors, officers, employees, agents, contractors and consultants (collectively herein the "Commission") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, 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 Commission, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of CCE, its CCE Affiliates, divisions, or their respective officers, employees, contractors or agents in the performance of the terms, conditions and covenants of the Agreement.

ii. It is expressly agreed that CCE shall defend the Commission, and each of them, against the Liabilities and in the event that CCE fails to do so, the Commission, 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 CCE.

b. Commission Indemnification.

i. Subject to any governmental limitations and/or immunities provided by NRS Chapter 41, the Commission shall protect, indemnify and hold harmless CCE, its Affiliates performing hereunder (if any) and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character which may be recovered from or sought against SFX as a result of, by reason of, or as a consequence of, (1) any material breach hereunder (ii) any material misrepresentation hereunder, or (iii) any gross negligence on the part of the Commission, its officers, employees, affiliates, contractors or agents in its performance of the terms, conditions and covenants of the Agreement.

17. Assignment

Neither party may assign their rights nor delegate their duties under this Agreement 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 Agreement.

18. Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the Commission 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 affect the validity of any part of this Agreement, or to affect the right of the Commission 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.

19. Taxes/Compliance with Laws

a. The Commission and the City of Las Vegas is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax. CCE shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work attributed to it under this Agreement. CCE shall make any and all payroll deductions required by law. CCE agrees to indemnify and hold the Commission harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

b. CCE in the performance of the obligations of this Agreement shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over its performance of it obligations set forth in this Agreement 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.

20. Audit of Records

a. CCE agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement 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 CCE goes out of existence, CCE shall turn over to the CLVC all of its records relating to this Agreement to be retained by the Commission for the required period of time.

b. CCE agrees to permit the Commission or the Commission's designated representative(s) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Commission reasonably desires concerning CCE's operation hereunder. CCE further understands and agrees that said inspection and audit would be exercised upon no less than 72 hours written notice. CCE further agrees to permit the Commission or the Commission's designated representatives to inspect and audit, as deemed necessary, all records relating to the finances in connection with this Agreement, as well as other records including performance records in connection with this Agreement that may be required by relevant directives of funding sources of the Commission.

c. If, at any time during the term of this Agreement, or at any time after the expiration or termination of the Agreement, the Commission or the Commission's designated representative(s) finds the dollar liability is less than payments made by the Commission to CCE, CCE agrees that the difference shall be either: (a) repaid immediately by CCE to the Commission or (b) at the Commission's option, credited against any future billings due CCE.

21. Modification/Amendment. This Agreement 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 Agreement shall be null and void, and may not be relied upon by either party.

22. Conflict of Interest (Commission Officials)

a. An official of the Commission, who is authorized in such Commission and on behalf of the Commission to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Commission, who is authorized in such Commission and on behalf of the Commission to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement

b. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the Commission may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

23. Public Records

a. The Agreement is a non-profit organization created by the City of Las Vegas, 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 Commission's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

b. All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to CCE is confidential and privileged. CCE shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the Commission. CCE 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 Commission is obtained. Upon request by the Commission, CCE shall promptly return to the Commission all confidential information supplied by the Commission, together with all copies and extracts.

c. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the Commission, then in the public domain; (ii) the information is known to CCE prior to obtaining the same from the Commission; (iii) the information is obtained by CCE from a third party who did not receive the same directly or indirectly from the Commission; or (iv) the information is subpoenaed by court order or other legal process, but in such event, CCE shall notify the Commission. In such event the Commission, in its sole discretion, may seek to quash such demand.

d. The obligations of confidentiality shall survive the termination of this Agreement.

24. Notice. Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

To CCE:	SFX Marketing, Inc. 2000 West Loop South, Suite 1100 Houston, TX 77027 Attention: Bruce Eskowitz, President, National Sales and Marketing
To Commission:	Commission for the Las Vegas Centennial 400 Stewart Avenue, 8th Floor Las Vegas, NV 89101 Attention: Stacy Allsbrook, Secretary/Centennial Project Manager
With a copy to:	Commission for the Las Vegas Centennial 400 Stewart Avenue, 8th Floor Las Vegas, NV 89101 Attention: Elizabeth Fretwell, Vice-President

25. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be modified except in a writing executed by both parties.

26. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be impaired or invalidated.

27. Attorney's Fees. In the event legal action is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

28. Survival of Commitments. The grant of rights, conditions, representations, warranties and indemnifications contained in this Agreement shall survive the termination or expiration of services and the payment of compensation.

29. Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one agreement after each party has signed such counterpart.

30. **Copyrights, Trademarks**.

a) Ownership, Generally. Each party retains its proprietary rights in all creative and copyrightable material, names, trademarks, service marks and trade names ("Material" or the "Commission Material" and "CCE Material," respectively) created, controlled, licensed or owned by it, including, but not limited to, all good will arising from such material, and such good will shall inure solely to the benefit of and be the exclusive property of the respective owner. In addition, all Material that CCE creates (directly or via agents, subcontractors or any third party acting under direction or commission of CCE) on behalf of the Commission and/or the Celebration, whether an original work or a derivative of any Commission Materials, shall be the sole property of the Commission unless stated otherwise herein or otherwise mutually agreed upon in writing (i.e., works made for hire). Notwithstanding the preceding sentences, neither of the parties retain any ownership in any materials used in its activities which are subject to the approval and limited use as granted below in Section 30b, by either of the parties, including but not limited to the Commission Material, CCE Material or derivatives thereof. All propriety interest in either party's Material regarding which limited use rights are granted shall remain solely under the control of the granting party. Upon the expiration or earlier termination of this Agreement, all uses of the other party's or an affected third-party's Materials shall cease, unless such grant expressly survives the termination of this Agreement.

b) Grant of Rights. The Commission hereby grants to CCE the non-exclusive right to use the Commission Material as provided by the Commission in the manner and for the purposes expressly contemplated by this Agreement. CCE hereby grants to Commission the non-exclusive right to use the CCE Material as provided by CCE in the manner and for the purposes expressly contemplated by this Agreement.

c) Restriction on Use. CCE shall at all times use the Commission Material solely for the purpose and in the manner described in this Agreement, or as may be further approved by the Commission in writing from time to time. Commission shall at all times use the CCE Material or any Material of a third party providing its Material through CCE (artists, Sponsors, etc.) solely for the purpose and in the manner described in this Agreement.

d) Form of Use. All use of Commission Material in advertising, broadcasting, tickets, signs, programs or any other promotional items or activities bearing any Commission Material that may be used, displayed or sold by or through CCE (or its subcontractor) during the Term pursuant to the provisions of this Agreement shall be in accordance with the specifications provided herein. The Commission shall at all times use the CCE Material or any third party providing Material through CCE (artists, Sponsors, etc.) solely for the purpose and in the manner described in this Agreement.

IN WITNESS WHEREOF, this Agreement is duly executed by authorized representatives of each party on the day and year first above written.

AGREED AND ACCEPTED BY:

SFX MARKETING, INC.	COMMISSION FOR THE LAS VEGAS CENTENNIAL
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________
______________ Date:	______________ Date:

APPROVED AS TO FORM:

J. Pankratz 10/3/03
Date

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Attachment 1
Las Vegas Centennial Schedule of Performance

Phases Date of Completion	Performance
Phase I 90 Day after signing of contract (End of 2003)	• CCE performs audit of public assets and submits a prioritized recommendation for signage locations.. • CCE prepares and submits Sponsorship Proposal for Commission approval • CCE prepared and submits the proposed scope of events for Commission approval • CCE submits updated contract deliverables for next 90 day period to the Commission for approval
Phase II March 30, 2004	• • CCE submits proposal for Merchandising Plan for Commission approval • • CCE submits updated contract deliverables for next 90 day period to the Commission for approval
Phase III June 30,2004	• CCE closes a minimum of 2 Title (National) and 2 Associates sponsorship • • CCE submits updated contract deliverables for next 90 day period to the Commission for approval
Phase IV September 30, 2004	• CCE obtains and closes 4 additional Title (National) sponsorship and 4 additional Associates sponsorship • CCE submits Signage proposal for Commission approval • CCE submits Budgets for event(s) to Commission for approval • CCE submits final event marketing plan for approval by Commission • CCE submits updated contract deliverables for next 90 day period to the Commission for approval
Phase V (a) January 30, 2005	• CCE submits updated event(s) budget to Commission for approval • CCE submits updated contract deliverables for next 90 day period to the Commission for approval • CCE submits final plans and contracts for any TV productions to Commission for approval
Phase V (b) April 30, 2005	• CCE completes Event production • CCE submits updated contract deliverables for next 90 day period to the Commission for approval
Phase V (c) June 30, 2005	• CCE implements and completes the Birthday Party Event production • CCE develops next 90-day review deliverables and submits to Commission for approval

ATTACHMENT 2

DISCLOSURE OF PRINCIPALS

I hereby certify that SFX Marketing, Inc. is a Delaware Corporation and wholly owned subsidiary of SFX Entertainment, Inc. d/b/a Clear Channel Communications, Inc., a publicly held corporation. I have submitted the current Form 10Q, Annual Report for Clear Channel Communications, Inc., for the Quarter ended June 30, 2003, which was filed with the Securities and Exchange Commission. A full and complete copy of SFX Entertainment, Inc.'s Form 10Q is on file at the Commission for Las Vegas Centennial's Office.

I hereby certify under penalty of perjury, that the above and attached excerpt and Form 10Q are full and complete.

SFX Marketing, Inc.

By: ______________________

Its: ______________________

Subscribed and sworn to before me this 3rd day of October, 2003.

____
Notary Public

DU CHI SILAVONG
MY COMMISSION EXPIRES
December 7, 2004

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: CHRISTOPHER KNIGHT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the ratification of Lito Rayos in a Council support position to the Ward 1 office – Ward 1 (Moncrief)

Fiscal Impact

[ ]	No Impact	**Amount:**
[X]	Budget Funds Available	**Dept./Division:** Mayor/Council
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Positions in the Council offices require consistency, an established good rapport with constituents and other City staff, and the utmost in confidentiality. It is important for Council members to be able to establish and maintain a close working relationship with their staff in order to efficiently and effectively represent their Ward so that they can focus on the issues they were elected to address.

RECOMMENDATION:
The City Manager recommends that the City Council ratify the appointment of Lito Rayos to Councilwoman Moncrief's Office.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

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

Fiscal Impact

[ ]	**No Impact**	**Amount:** $54,567,402.52
[X]	**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 09/16/03/03 - 09/30/03

Total Services and Materials Checks	$	13,349,184.25
Total Payroll Checks	$	7,770,227.36
Total Wire Transfers	$	33,447,990.91

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)

Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

City of Las Vegas

Summary of Cash Expenditures
For period of 10/01/03 - 10/15/03

Total Services & Materials Checks :	**$8,305,459.93**
Total Payroll Checks:	**$5,703,303.69**
Total Wire Transfers:	**$45,184,218.43**
Grand Total:	**$59,192,982.05**

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

Mark R Vincent
Director of Finance

Barbara Ronemus
City Clerk

On October 29, 2003, the City Council approved the above cash expenditures.

Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of modification to the Parks in Progress listing to remove projects and to allocate $50,000 to the Charleston Heights Community School Modular project ($50,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

- [ ] No Impact — **Amount:** $50,000
- [X] Budget Funds Available — **Dept./Division:** Budget & Finance
- [ ] Augmentation Required — **Funding Source:** Parks & Leisure Activities CPF

PURPOSE/BACKGROUND:

Requesting the removal of the completed Childrens Memorial Park project and the Arbor Hills line item from the Parks in Progress Listing. Additional funding in the amount of $50,000 for the Charleston Heights Community School project is being requested to cover the low bid cost of modular office purchase/construction and site preparation. Funding to be provided from fund balance.

RECOMMENDATION:

Staff recommends approval of the modifications and allocation of funding.

BACKUP DOCUMENTATION:

Parks in Progress listing

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

City of Las Vegas
Parks in Progress
Council Actions

Park/Facility	Project to Date Funding as of 7/1/03	City Council Agenda	Total	
Alexander Hualapai Park	2,127,542		2,127,542	
Arbor Hills Park	0		0	Remove
Bennett YMCA Aquatics Center	3,500,000		3,500,000	
Bonanza Sandhill Ballfields	2,900,000		2,900,000	
Bonanza Trail Constrution	12,100,000		12,100,000	
Centennial High School Ballfield Lighting	300,000		300,000	
Charleston Heights Arts Center	723,037		723,037	
Charleston Heights Community School Modular	275,000	50,000	325,000	
Charleston Heights Neighborhood Preservation Pa	1,650,000		1,650,000	
Childrens Memorial Park	147,986		147,986	Completed
Centennial Hills - Phase I	8,430,000		8,430,000	
Centennial Hills - Phase II	1,000,000		1,000,000	
Centennial Hills Leisure Center	3,100,000		3,100,000	
Doolittle Community Center	11,514,282		11,514,282	
Doolittle Park	70,000		70,000	
East Las Vegas Community Ctr	8,963,005		8,963,005	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fountain Park Upgrades	9,047,006		9,047,006	
Freedom Park Pool & Bathhouse	3,000,000		3,000,000	
Harmony Park	0		0	
Hills Park	40,000		40,000	
Huntridge Circle Park Renovation	1,750,000		1,750,000	
Lied Community School Modular	50,000		50,000	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
Mirabelli Park	965,000		965,000	
Mirabelli Senior Ctr	1,470,000		1,470,000	
Molasky Community School Modular	355,000		355,000	
Mountain Ridge - Phase IV	500,000		500,000	
NW Regional Open Space Plan	250,000		250,000	
Police Memorial - Phase II	1,000,000		1,000,000	
Post Office Building	1,000,000		1,000,000	
Tenaya/Washington Park	700,000		700,000	
Veterans Memorial Pool Cover	0		0	
Vocational High School Sports Complex	1,125,000		1,125,000	
Ward 6 - To be determined	3,500,000		3,500,000	
Washington/Buffalo Park Masterplan & Phase I	11,900,000		11,900,000	
Washington/Buffalo Park - Phase II	25,000,000		25,000,000	
	126,288,858	50,000	126,338,858	

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Family Child Care Home License, Sandra Hansen, 3612 Crescent Canyon Street, Sandra Hansen, 100% - Ward 4 (Brown)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Family Child Care Home License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a new Family Child Care Home License, Rebecca Ann Mallet, 5704 Alta Drive, Rebecca A. Mallet, 100% - Ward 1 (Moncrief)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Family Child Care Home License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Family Child Care Home License, Rachael Painter, 3925 Prospect Street, Rachael Painter, 100% - Ward 6 (Mack)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Family Child Care Home License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Family Child Care Home License, Erika Thompson, 3680 Copper Cactus Drive, Erika Thompson, 100% - Ward 4 (Brown)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Family Child Care Home License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of License Holder for a Child Care Center/Nursery License, Childtime Childcare, Inc., dba Childtime Children's Center, 555 Page Street, From: Taylor Ward, VP, License Holder, To: Susan Brisbane, Area Mgr, License Holder - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of License Holder for a Child Care Center/Nursery License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT
[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of License Holder for a Child Care Center/Preschool License, Solid Rock Learning Center, 2929 Cedar Avenue, From: Douglas Oliverius, Administrator, License Holder, To: Mark L. Lebsack, Pastor, License Holder - Ward 3 (Reese)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of License Holder for a Child Care Center/Preschool License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Liquor Caterer License, B & R, Inc., dba Timbers, 2200 North Rainbow Boulevard, Andrew B. Donner, Dir, Pres, Secy, Treas, Timbers Hospitality Group, Inc., 100%, Donner Investment Trust, 52.542%, Andrew B. Donner, Trustee, Gregory A. Bank, 11.017%, Jack L. Breslin, 8.475%, Robert O'Neil, 8.475%, Michael D. Donner, 4.237% - Ward 6 (Mack)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of Liquor Caterer License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Change of LLC Name and Business Name for a Tavern License, From: L.V.B.L. Las Vegas Bar & Liquor, LLC, dba Las Vegas Bar & Liquor, To: My Cousin Vinny, LLC, dba My Cousin Vinny, 1600 East Sahara Avenue, Robert J. A. Ferranti, Sr., Mgr, Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of LLC Name and Business Name for a Tavern License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 15 and 16. She disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for Items 15 and 16. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has discussed this disclosure with the City Attorney, who opined that these items would have no material impact on Station Casinos.

MINUTES:

There was no further discussion.

(9:28 – 9:31)

1-785

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Assahouri & Assahouri, dba S & A Mart, 8490 Westcliff Drive, Abdel K. Assahouri and Mona A. Assahouri, 100% jointly as husband and wife - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 7 slots

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:
1. Letter from GAMBIL Consulting
2. Map

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 15 and 16. She disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for Items 15 and 16. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has discussed this disclosure with the City Attorney, who opined that these items would have no material impact on Station Casinos.

MINUTES:
There was no further discussion.

(9:28 – 9:31)
1-785

GAMBIL Consulting

1400 Bryn Mawr Avenue
Las Vegas, NV 89102

(702) 474-0081
FAX (702) 474-4254

September 8, 2003

Eddie Raines
Department of Finance & Business Services
Privileged License Section - City of Las Vegas
400 Stewart - 3rd Floor
Las Vegas, NV 89101

Re: Abdel & Mona Assahouri, dbas S & A Mart

Dear Eddie,

The applicants are running short of funds and have spent far more than anticipated to get the store up to code requirements. They are scheduled for the October Agenda with the Gaming Control Board and respectfully request to be placed on the City Council Agenda between the Gaming Control Board Agenda and the Nevada Gaming Commission Agenda.

Rob Woodson, of United Coin, said he could have them ready for opening on October 24.

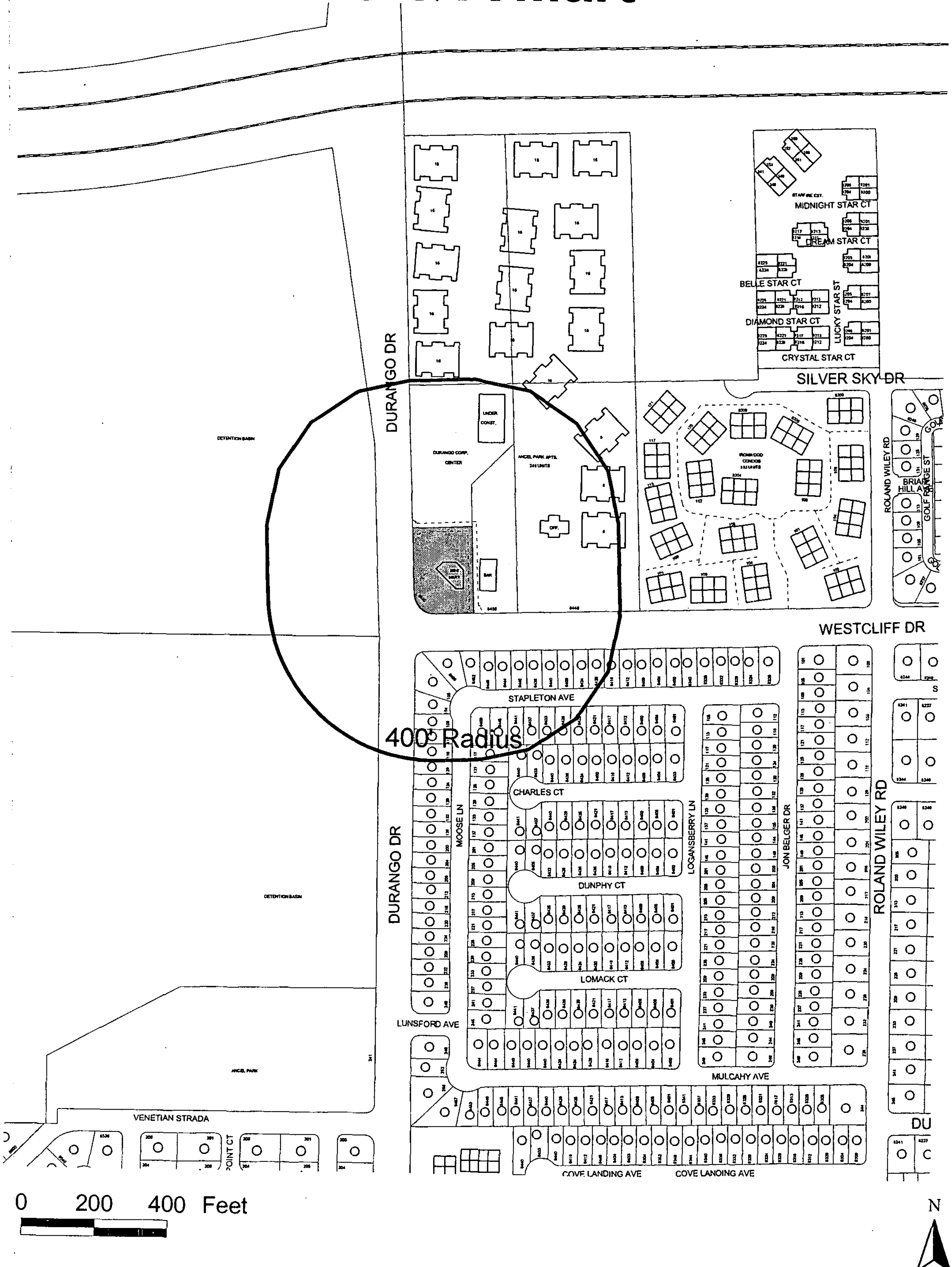
Please let me know if this is possible.

Sincerely,

Pat Drury

cc: Abdel & Mona Assahouri

S & A Mart



DURANGO DR
MIDNIGHT STAR CT
DREAM STAR CT
BELLE STAR CT
DIAMOND STAR CT
LUCKY STAR ST
CRYSTAL STAR CT
SILVER SKY DR
ROLAND WILEY RD
GOLF RANGE ST
BRIAR HILL AVE
WESTCLIFF DR
STAPLETON AVE
400' Radius
CHARLES CT
MOOSE LN
LOGANSBERRY LN
JON BELGER DR
DUNPHY CT
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City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Change of Location for a Locksmith License subject to the provisions of the planning & fire codes, A & B Security Group, Inc., dba A & B Security Group, Inc., From: 3400 West Desert Inn Road, Suites 14 & 40, To: 3201 West Sahara Avenue, Gary W. Schaff, Dir, Pres, Secy, 100% - Ward 1 (Moncrief)

Fiscal Impact

[X] 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 subject to the provisions of the planning & fire codes

BACKUP DOCUMENTATION:
Map

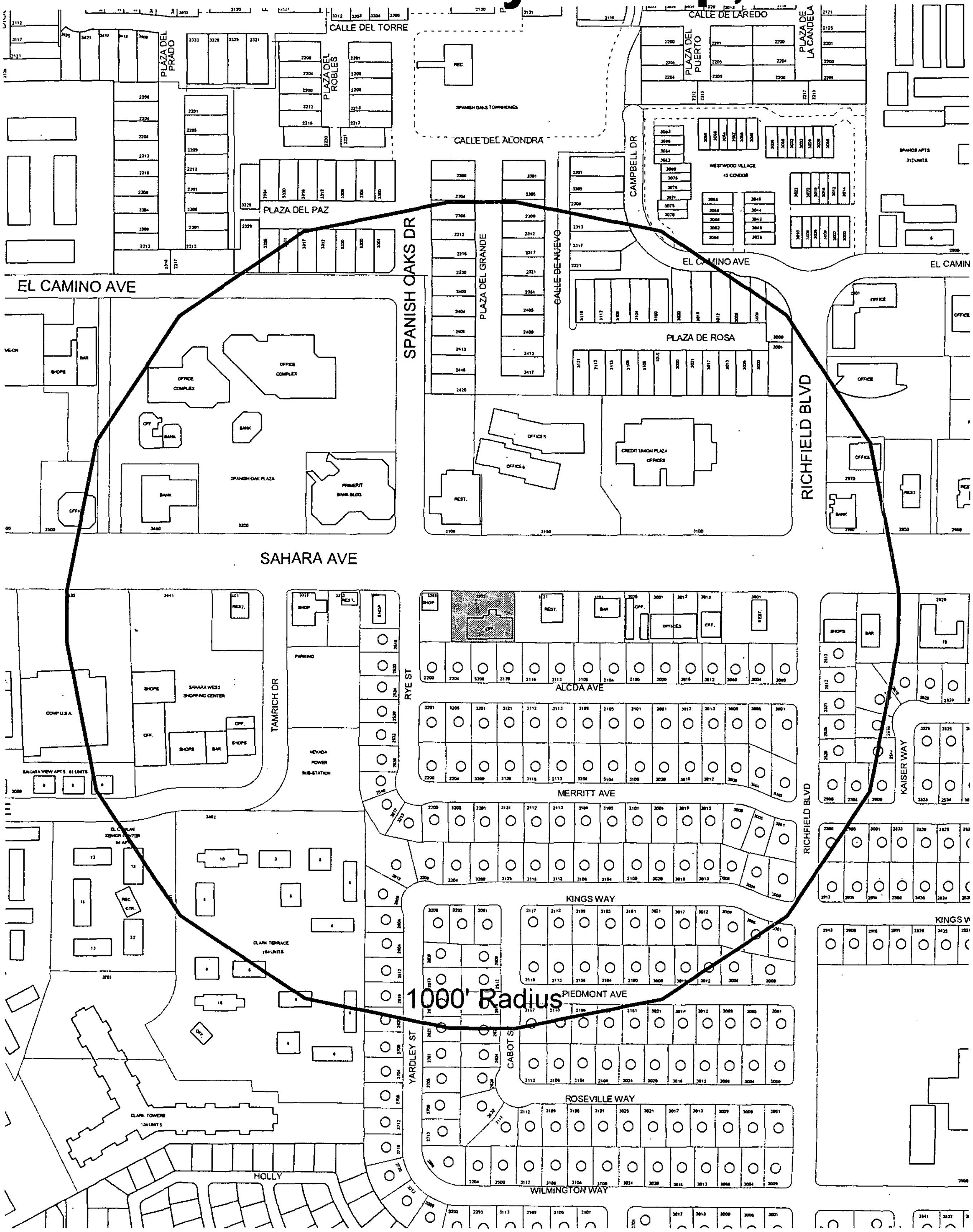
MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

A & B Security Group, Inc.



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City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Contract No. 040060-LW, Water Pollution Control Facility information technologies planning - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($566,950 - Sanitation Enterprise Fund)

Fiscal Impact

[ ] No Impact	**Amount:** $566,950
[X] Budget Funds Available	**Dept./Division:** Public Works
[ ] Augmentation Required	**Funding Source:** Sanitation Enterprise Fund

PURPOSE/BACKGROUND:
This contract will secure consulting services for the Public Works Water Pollution Control Facility for assessment and recommendations related to information technology infrastructure and staffing. The services will result in a comprehensive plan for the current information technologies environment and recommend a roadmap to address future technology issues to ensure compliance with Nevada Department of Environmental Protection permit directives.

This requirement is exempt from competitive bidding pursuant to NRS 332.115.1(b), Professional Services.

PCC: L. Wheeler
POC: JaNell Cook - (702) 878-8010

RECOMMENDATION:
That the City Council approve award of Contract No. 040060-LW, Water Pollution Control Facility information technologies planning to MWH Americas, Inc. in the amount of $566,950. Authority to execute contract on behalf of the City is given to the Purchasing Manager pursuant to R-145-2001.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

City of Las Vegas

Agenda Item No. 18

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003
Consent – Finance and Business Services
Item 18 - Approval of Contract No. 040060-LW, Water Pollution Control Facility information technologies planning - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($566,950 - Sanitation Enterprise Fund

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

CONTRACT
Water Pollution Control Facility
Strategic IT Plan

THIS CONTRACT is being entered into this 29 day of October 2003, 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 MWH Americas, Inc., a California Corporation having its principal office at 380 Interlocken Crescent, Suite 200, Broomfield, Colorado, 80021.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document and includes those Attachments or Exhibits listed in Section F. The subject matter of this Contract is Consulting Services and Development of a Strategic Information Technologies Plan for the City of Las Vegas Water Pollution Control Facility.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Acceptance"* means written notification by the City to the Company that the deliverables received in their current form are satisfactory to the City and as meeting the terms of the Contract. Acceptance shall not be unreasonably withheld.

(b) *"ADN"* means Automated Data Network.

(c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by the City.

(d) *"Bonanza Mojave Water Resource Center" (BOMO)* means the City water treatment facility located at 650 N. Mojave Rd. - Las Vegas, NV.

(e) *"CAN"* means Community Area Network.

(f) *"City"* means the City of Las Vegas.

(g) *"City Council"* means the governing body of the City of Las Vegas.

(h) *"CMMS"* means Computerized Maintenance Management System.

(i) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(j) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(k) *"Contract"* means this document, consisting of Sections B through F, which is binding and effective only upon execution by the City.

(l) "Days" means calendar days unless otherwise specifically noted.

(m) *"Deliverable"* means any report, drawings, documentation, specifications, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(n) "Hansen®" means the Hansen® data management software in use by the City.

(o) *"HRIS"* means Human Resource Information System.

(p) *"ISDN"* means Integrated Services Digital Network.

(q) *"Lone Mountain Lift Station"* means the City facility located at 4999 Lone Mountain Road - Las Vegas, NV.

(r) *"MDT"* means Mobile Data Terminal.

(s) *"Northwest Water Resource Center" (NWWRC)* means the City water treatment facility located at 3271 Durango – Las Vegas, NV.

(t) "Oracle®" means the Oracle® data management software program in use by the City.

(u) *"OS"* means Operating System.

(v) *"PDA"* means Personal Digital Assistant (electronic handheld information device).

(w) *"Plan"*.means the Strategic Information Technology Planning Project.

(x) *"PLC"* means Programmable Logic Controller.

(y) *"Professional Services"* means those services not otherwise specifically addressed herein, and at the request of the City to be provided by the Company and billed at an hourly rate based on actual time spent.

(z) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(aa) *"RDBMS"* means Relational Database Management System.

(bb) *"ROI"* means Return on Investment.

(cc) *"SAN"* means System Area Network.

(dd) *"SCADA"* means Supervisory Control and Data Acquisition.

(ee) *"SLA"* means Service Level Agreement.

(ff) *"Water Pollution Control Facility" (WPCF)* means the City water treatment facility located at 6005 Vegas Valley Dr. – Las Vegas, NV , and also includes the "Bonanza Mojave Water Resource Center", "Northwest Water Resource Center" and "Lone Mountain Lift Station."

B-2 Contract Type

This is a firm fixed price contract for services plus reimbursable travel expenses based on actual costs incurred.

B-3 Performance Period

Services shall be completed no later than one hundred and eighty (180) days from award date.

B-4 Prices/Costs - Services

(a) The City will pay the Company the following for performance of services in accordance with this contract and as set forth in Section C – "Statement of Work/Specification":

Description	Total Cost
WPCF Strategic Information Technologies Plan:	$469,950.00

(b) If travel is required in performance of services under this contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, automobile rental, and incidental expenses will be paid at the actual cost incurred, not to exceed $192.00 per day. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-5 Prices/Costs Professional Services

(a) For all other services not provided for specifically herein, the Company shall bill the City at a mutually agreed upon then current rate.

(b) All Professional Services work must be authorized in writing by the Project Manager prior to commencement of services.

(c) If travel is required in performance of these services under this contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, automobile rental, and incidental expenses will be paid at the actual cost incurred, not to exceed $192.00 per day. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-6 Invoice Schedule

The Company shall invoice for each month upon the completion and acceptance of the following tasks:

(1) Final Project Management Plan: Upon completion and acceptance of the Project Management Plan as set forth in Section C-4 Deliverables – "Phase 1" (a), the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

(2) Existing Documentation Assessment Report: Upon completion and acceptance of the Existing Documentation Assessment Report as set forth in Section C-4 Deliverables – "Phase 1" (b), the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

(3) Final Current State Report Presentation: Upon completion and acceptance of the Final Current State Report Review Workshop as set forth in Section C-4 Deliverables – "Phase 1"

(c) the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

(4) Analysis and Evaluations Findings Workshop: Upon completion and acceptance of the Analysis Workshop Draft as set forth in Section C-5 Deliverables – "Phase 2" (b), the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

(5) Strategic Information Technology Plan Draft: Upon completion and acceptance of the Strategic Information Technology Plan Draft as set forth in Section C-6 Deliverables – "Comprehensive Integrated Strategic Information Technology Plan" (a) , the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

(6) Final Strategic Information Technology Plan: Upon completion and acceptance of the Final Strategic Information Technology Plan as set forth in Section C-6 Deliverables – "Comprehensive Integrated Strategic Information Technology Plan" (b), the Company shall invoice Seventy-Eight Thousand and Three-Hundred and Twenty-Five Dollars ($78,325.00).

B-7 Invoices

(a) Subject to the specific terms set forth and as described in Paragraph B-6 – "Invoice Schedule", above, the Company shall submit invoices to the City by the twentieth (20th) of each month for the previous month's charges for services provided to the City. Invoices must identify all completed tasks and accepted deliverables, should identify the Contract Item against which charges are made, state the date of the invoice and reference the associated purchase order number. 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

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

SECTION C – Statement of Work/Specification

C-1 General Scope of Services

The Company shall provide all labor, materials, transportation and supervision to perform the following:

(1) Assess current WPCF Information Technology (IT) infrastructure, applications, and staffing within the WPCF;

(2) Develop an appropriate Plan to ensure integration between existing IT systems and emerging trends;

(3) Recommend solutions and business/support implementation plan that addresses organization and staffing for deficiencies found in Assessment of current WPCF IT infrastructure, applications, and staffing within the Wastewater Treatment Facility;

(4) Provide an implementation plan for correcting deficiencies that prioritizes projects and solutions;
(5) Address proactive utilization of WCPF IT opportunities and resources currently possessed; and

(6) Propose the requisite oversight process to facilitate Plan incorporation into all WPCF projects.

C-2 Activities – Phase 1

The Company shall perform the following Assessments in Phase One (1) of the Plan:

(1) Assess and Inventory Existing IT Systems – Review and assess current IT systems and infrastructure (e.g. devices, communication to devices, and media) and software applications in use throughout the WPCF or that interface with the WPCF. The assessment shall account for architecture, applications and staffing within the WPCF;

(2) Assess and Inventory Planned IT Systems – Identify and document any new or "in-progress" IT projects or initiatives between the various enterprise systems that could leverage current technology investment and support the business processes;

(3) Review the existing real-time SCADA systems and their ability to support work and business processes, including plant control, reporting, trending, integration with administrative and office applications, and the IT environment. Review reliability, redundancy, data latency, real-time communications, security and data management;

(4) Identify and review the current network and communications framework within and connecting to the WPCF including:

(I) Network topology and configuration (LAN, WAN, CAN, SAN, etc.);
(III) Hubs, routers, and switches;
(IV) Distributed and replicated databases and RDBMS configurations as they apply to City standards;
(V) Servers, server OS, and configuration as they apply to City standards;
(VI) Clients, client OS, and configuration as they apply to City standards;
(VII) Field devices, MDT, PDA, and configuration as they apply to City standards;
(VIII) Network storage devices;
(IX) Wireless network controllers and communication devices;
(X) Remote Terminal Units (RTU) and wireless networks; and
(XI) Bandwidth, network traffic, monitoring, and congestion management.

(5) Identify and Specify WPCF Strengths, Weaknesses, Gaps, Opportunities and Threats as they relate to current programs and procedures within the WPCF IT environment;

(6) Review current SCADA database architecture and make recommendations for improvement;

(7) Assist Operations and Laboratory staff in developing a requirements definition for developing SCADA data reports; review and recommend Commercial Off-the-Shelf (COTS) applications meeting requirements;

(8) Assist Operations staff in developing a Rounds & Readings requirements definition integrated with SCADA application to replace current system of "clipboards and paper";

(9) Review current IT plans for integrating the Industrial Waste section with the City's Hansen® project;

(10) Inventory and document existing work process and work flow interfaces between the WPCF and external work groups, including major work products for example inventory management and CMMS;

(11) Review current data archiving process for SCADA databases and make recommendations for improvement;

(12) Review existing WPCF procedures for PLC and SCADA programming change control; assist WPCF staff in revising current procedures;

(13) Assess Supply's current method of inventory control in MP2 and make recommendations for changes/improvements;

(14) Evaluate the current WPCF Business Systems Support Technology Environment as it is related to the following organizational and functional areas:

(I) WPCF Management and Administration;
(II) Wastewater Treatment;
(III) Industrial Waste Pretreatment;
(IV) Laboratory Operations;
(V) Purchasing and Supply;
(VI) BOMO;
(VII) NWWRC;
(VIII) SCADA Systems;
(IX) SCADA Systems Integration;
(X) SCADA Systems Data Management and Reporting;
(XI) Oracle® Human Resources and Financials;
(XII) Information Systems and Network Management;
(XIII) Document Records Management;
(XIV) Project Management and;
(XV) Contract Management.

(15) Review utilization of software in the Engineering Design section and make recommendations for improvement;

(16) Review current usage of MP2 as a CMMS and make recommendations for change/improvements;

(17) Review all other WPCF specific software applications, including but not limited to, Predictive Maintenance, Refrigerant Management, Training Tracking and Permit Management;

(18) Identify the IT-related components of the regulatory environment that affect the WPCF business process, including Federal, State and local statutes and ordinances. Identify WPCF reporting requirements and IT components required for support;

(19) Specify and Appraise WPCF areas of concern in relation to IT issues, including but not limited to, Project Execution, Concurrent Plant Projects, Business and Administrative Software Maintainability, SCADA System uptime, Fail-Over Redundancy, and Management/ Trending Reporting;

(20) Evaluate Emerging Technology Trends, Staffing, and continued Support Requirements relating to WPCF's Strategic Goals and Business Plans. Review current technology support services, identify and document opportunities to leverage economies of scale and additional specialist resources potentially improving level of service;

(21)Review and summarize current staffing levels supporting each business process, including WPCF, IT and SCADA personnel; and

(22)Review and summarize current training activities for IT, WPCF and SCADA staff.

C-3 Activities – Phase 2

(a) The Company shall interpret and analyze all data gathered under C-2 Activities – "Phase 1", above, so as to provide the City with a comprehensive Plan. The Company shall prepare to provide the City with a comprehensive Plan, including all information requested in C-5 Deliverables – Phase 2.

(b) Prior to proceeding to C-3 Activities – "Phase 2" (c), below, Company shall hold a half-day workshop with City staff to validate analyses and findings.

(c) The Company shall provide a complete and comprehensive analysis and evaluation of the raw data gathered in C-2 Activities – "Phase 1." The analysis and evaluation shall:

(1) Evaluate IT tools, systems, and technology infrastructure identified in C-2 Activities – "Phase 1" in terms of ability to support the business process and City's goals;

(2) Analyze City's strengths in existing technology infrastructure, processes and staffing;

(3) Identify gaps in existing IT infrastructure, systems, processes and staffing. Identify and create a list of potential candidate solutions (e.g. products, services and architecture) available to close identified gaps;

(4) Analyze organizational and staffing components required to support the candidate solutions including skills inventory and training requirements;

(5) Develop technical and financial risk elements;

(6) Develop cost estimates for candidate solutions; and

(7) Develop with key City Staff and Steering Committee an agreed upon ranking scheme and decision criteria to be used as a basis for developing the plan. Scheme shall take into account possible new WPCF IT programs, including existing programs in progress and possible future programs in terms of return on investment, impact on quality of service to the public and other considerations identified during Final Project Management Plan. The Company team shall meet in a Workshop with the City and Steering Committee to review the candidate solutions database.

(d) The Company shall meet as required with specific City individuals and groups as requested by the Project Manager and on an on-going basis during completion of C-3 Activities – "Phase 2."

C-4 Deliverables – Phase 1

(a) Within fourteen (14) days of Award Date the Company shall provide the Project Manager with a Final Project Management Plan detailing in a comprehensive manner the structure of the project and including, but not limited to, roles and responsibilities of Company personnel, tasks to be completed and time schedules for completion of such, and other significant proposed work plans.

(b) The Company shall provide to the City's Project Manager a list of all required documentation for each of the organizational and functional areas as further described in Section C-2 Activities – Phase 1 (14) prior to commencement of the site interviews. After assessing the gathered existing documentation, The Company shall provide an Existing Documentation Assessment Report to the City's Project Manager for review.

(c) The Company shall, upon completion of the workshop, deliver to the City a detailed Final Current State Report (C-4 Deliverables – Phase 1) and a Summary Presentation for the Steering Committee and invitees of the City. Report and presentation shall include all areas addressed in Phase 1, identified business/regulatory drivers, levels of service issues, strategic goals, and staff recommendations for improvement. The Company shall provide the information in a logical sequence, formatted by distinct areas, containing an index for easy reference and in a format as further described in Paragraph D-7 – "Deliverables" of this Contract.

C-5 Deliverables – Phase 2

(a) The Company shall provide within the Plan a clear and concise ranking scheme to prioritize recommended WPCF IT programs. Factors to be considered in prioritization include, but are not limited to: potential ongoing risk to life and/or property, cost-benefit analysis, availability of required resources, time constraints, quality of service to the community, and other relevant considerations so noted on a case-by-case basis.

(b) The Company shall, upon completion of C-3 Activities – "Phase 2" (a), above, present a summary presentation and deliver a draft Analysis and Findings Report to the City's Project Manager for his/her review prior to the Analysis and Findings Workshop. A half-day workshop will be held with City staff to validate analysis findings and finalize the ranking scheme and decision criteria to be used as a basis for developing the Plan.

(c) The Company shall provide in each Plan Recommendation the following:

(1) Proposals considerate to the flexibility of incorporating emerging Information Technologies into the Plan; and

(2) Information regarding the best approach in addressing WPCF IT issues in terms of levels of effort, time and cost to implement and complete WPCF IT recommendations.

C-6 Deliverables – Comprehensive Integrated Strategic Information Technology Plan

(a) The Company shall, upon completion of C-3 Activities – "Phase 2", above, present a summary presentation and deliver a draft to the City's Project Manager for his/her review prior to the final Comprehensive Strategic Information Technology Plan.

(b) The company shall utilize the collected information from previous assessments and evaluation phases as a basis for developing a Comprehensive Strategic Information Technology Plan. The Plan shall include a predecessor/successor relationship of candidate solutions for existing and new programs with recommended solutions to correct deficiencies and support the City's WPCF IT systems business goals. The plan shall analyze the possible impact of relevant IT trends and emerging technologies on the WPCF business process as well as recommend strategies to take advantage of the associated opportunities. Additionally, the plan shall document and prioritize strategies, trends, staffing, training, architecture, areas of immediate concern, process improvements, and benefits for the ongoing operation of WPCF as well as specifically address and include the following sub-plans:

(1) Business Plan: The company shall provide a business process plan supporting the strategic direction of the City by reviewing and considering the work function and work processes. Where appropriate, appropriate recommendations for redesign and new business processes will be provided. A business process plan shall be formalized that encompasses the following:

(I) Functions – Identify the work functions that are carried out within the various work groups. Document and prioritize these functions in terms of their potential to impact the strategic objectives;

(II) Service Level Agreements (SLA) – Assist the City in the development of an SLA between the Departments of Public Works and Information Technology designed to meet current and future WPCF needs;

(III) Processes and Data Structures – Identify the work processes that are carried out within the various work functions and the underlying data structures. Prioritize these in terms of their potential to impact strategic objectives. Identify those work processes and data structures that could provide increased efficiencies through a reengineering process;

(IV) Costs – Cost estimates for staff resources required for completing the recommended changes shall be developed;

(V) Benefits – The estimated benefits in dollar terms arising from the implementation of the business process plan. Qualification of additional benefits such as improved customer service, improved quality of service, and improved public image will be developed in support of the business value case analysis; and

(VI) Data Retention - Make recommendations for data retention for WPCF Laboratory based on local, state, and federal requirements, Industrial Waste, Plant Safety and Risk Management.

(2) Asset Management Plan - Based on the assessment and evaluation, Company shall make recommendations for development of a proactive, financially sound asset management program designed to sustain City system and support continued growth of WPCF. Areas to be considered shall include inventory management, integrated asset register and work, and maintenance management.

(3) Enabling Technology Plan - The enabling technology plan shall address WPCF-wide technology issues, including the deployment of appropriate applications, platforms, networks, hardware, and communications systems in support of the strategy and business process. The enabling technology plan shall include recommendations on the following:

(I) WPCF-wide standards and protocols;
(II) WPCF-wide technology initiatives;
(III) WPCF-wide data management;
(IV) WPCF-wide systems;
(V) WPCF-wide systems integration;
(VI) Network and communications;
(VII) GIS/Geospatial initiatives;
(VIII) Technology support;
(IX) Functional Projects and programs; and
(X) Shall encompass a range of specific projects to be designed and deployed over a number of years in a phased manner to achieve the future vision.

(4) Program Management Plan - The program management plan shall identify project scope and sequencing of projects to support functional programs and IT infrastructure. The program management plan will be developed that encompasses the following:

(I) Broad Project scope;
(II) Project priority;
(III) Project sequencing and relationship;
(IV) Team member skills;

(V) Team member roles and responsibilities; and
(VI) Cost.

(5) Human Resource Plan - The Human Resource Plan shall identify role definitions, communication, hiring, remuneration, outsourcing, training, and skills gap analysis. The plan shall be developed and formalized to encompass the following:

(I) New Role Definitions – A role definition for any temporary positions specifically to support the deployment of the strategic planning outcomes shall be developed and documented. Relevant additional staffing requirements required to provide on-going, long-term support to the plan initiatives shall be identified and documented;

(II) Project Impact - Impacts of projects on how functions are completed shall be identified;

(III) Personnel – A personnel strategy including required staffing levels, additional staff requirements, the required mix of technical skills, remuneration structures, outsourcing opportunities consistent with industry best practice and the prevailing regional economic conditions shall be developed and documented; and

(IV) Training – Training strategy and budgets to support proposed new technology initiatives and industry best practice shall be developed and documented, to include SCADA.

(6) SCADA/Instrumentation and Controls/ Real-time Data Management Plan – The plan shall analyze the ability of SCADA/I&C systems to support the business processes and enterprise data requirements, including:

(I) Real-time data management;
(II) Historical and real-time database open systems and connectivity;
(III) Trending and reporting requirements;
(IV) SCADA hardware and software reliability, redundancy, and fail-over;
(V) Security; and
(VI) Recommendations for data retention on SCADA process data.

(7) Value Plan - The Value Plan shall develop and document the priority of proposed candidate solutions to support the City and WPCF's business goals. The Value Plan shall provide the City a ROI Analysis, funding requirements, Internal Rate of Return (IRR), cash flow, quantitative and strategic benefits, including both time and cost savings of the prioritized candidate solutions. The plan shall prioritize and include all relevant criteria, risks, costs, human resource requirements, time constraints, regulatory compliance needs, and quality of service to the community. Additionally, levels of performance measurement including suggested benchmarks to assess performance as strategies are implemented, timelines for periodic project progress reviews and reports, and other goal setting measurements supportive of WPCF IT implementation shall be included.

(8) Strategic Information Technology Plan Report - The combined plans shall be provided to the City in the form of a draft report. One week following the delivery of this report (Plan), Company shall conduct a 3-hour briefing and workshop with the City to facilitate understanding and obtain feedback prior to report finalization. The workshop shall build understanding and facilitate the completion of comments by the City.

C-7 Deliverable – Software Program

Upon Project completion, the Company shall provide the City with software and licenses for Casewise Corporate Modeler software program including all Project data formatted and contained on same.

C-8 Deliverable – City Review and Approval

The City shall promptly complete any review and/or approval required under Section C for Deliverables submitted by Company, but in no event, shall such review or approval exceed more than twenty-one (21) days from the date of submittal.

SECTION D – Special Clauses

D-1 Legal Notice [RFP-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: JaNell Cook, Vice President
MWH, Inc.
3014 West Charleston Blvd.
Las Vegas, NV 89102-1944

(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 Account Manager, as appropriate.

D-2 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, if any, will be addressed through specific language elsewhere in Sections B through E.

D-3 Licenses/ Registrations

During the entire performance period of this Contract, the Company shall comply with all federal, state, and local laws and regulations relative to conducting business in the City of Las Vegas and the County of

Clark, Nevada, including but not limited to licensing, labor and health laws as well as all applicable Nevada Revised Statutes. Companies that either provide a service at a City managed facility, perform public works construction for the City, or maintain a sales office within the City of Las Vegas are required to have a City of Las Vegas Business License.

D-4 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-5 Key Personnel

(a) The following individuals are deemed to be "Key Personnel", and are essential to the performance of this Contract. These individuals cannot be replaced without the written consent of the City:

- (I) Tommy Bernard;
- (II) Randy Mosier;
- (III) Eugene Nelms;
- (IV) Pete Perciavalle; and
- (V) Byron Postma

(b) The Company shall advise the City in writing as soon as an actual or projected vacancy becomes known. The Company shall advise the City in advance of hiring a replacement as to the identity and qualifications of the proposed replacement.

(c) The City will have the right to refuse the replacement of Key Personnel, but will not unreasonably withhold consent when necessitated by vacancy and to be replaced with personnel of similar experience and qualifications.

D-6 Performance Reviews

During the term of this Contract, the Company's compliance with the specific provisions of the Contract is subject to review by the City. Should deficiencies be found, the Company shall correct the deficiencies in a commercially reasonable period of time. Deficiencies deemed by the City to be material, if not corrected, may be subject to the provisions of Paragraph E-4 "Termination for Default".

D-7 Deliverables

(a) Deliverables shall be in hard copy and electronic form. Electronic documents shall be MS Word 2000™ and MS Excel 2000™ formats. All drawings shall be provided in an AutoCAD 2004 format and all inventories shall be in MS Access.

(b) 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 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, provided however, that the Company may retain a copy of Deliverables to be used solely for its internal purposes. Company retains all right, title and interest in all methodologies, process, procedures and know-how ("Methodologies") developed during the performance of this Agreement. Company grants City a worldwide, irrevocable, non-transferable license to use such Methodologies incorporated in the Deliverables for its internal purposes."

(c) 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.

(d) 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. The Company shall be responsible for all costs in changes and corrective actions required under the Contract.

D-8 City Responsibilities

(a) The City will provide "as built" drawings of WPCF network infrastructure currently in the City's possession.

(b) The City will provide quantity totals of equipment by category of installed systems at the WPCF including computers, printers and other network devices.

(c) The City will provide the following to the Company during the performance period of the Contract:

(I) Office space (aprox. 250 sq. ft.), office equipment (e.g. telephone, computer, fax, whiteboards, flip charts w/ adhesive, etc.) and office supplies (e.g. pens, paper, notebooks, etc.);

(II) Workshop facility (to hold aprox. 30 individuals);

(III) High-speed internet access;

(IV) Electrical outlets (including power strips, surge protectors, etc.);

(V) Conference table; and

(VI) File cabinet (three drawer, letter/legal, three each).

D-9 General Company Qualifications and Guidelines

(a) Qualification of Consultant Team - The Company shall at all times, in addition to those Company personnel listed as "Key Personnel" in Section D-5 "Key Personnel", use a team of specialists who have expertise in:

(I) Information Systems/Asset Management/ IT systems;
(II) Wastewater treatment operations and management; and
(III) SCADA and Instrumentation and Controls (I&C) technology.

The Company understands and agrees that the scope of work contained herein this Contract requires specific expertise in all three of these areas and the primary project team shall be composed of three (3) individuals who have general knowledge and background in each of the three (3) areas, and in-depth expertise in one of the three (3) critical areas. The IT/IS/Asset Management specialist shall be able to assess the existing IT infrastructure, evaluate the IT architecture, applications and staffing, determine the data interfaces and advise on strategies to take advantage of emerging technologies. The IT specialist shall have support from specialists in network topologies, communications and applications. The wastewater treatment operations and management specialist shall be able to support the analysis of the business processes, including business needs, resources, organization, staffing and training. The SCADA/I&C specialist shall know the hardware, software, and instrumentation from which the operational data is derived, understand data communications, real-time data management, system reliability/ redundancy and the means and methods of operations.

(b) Project Execution - The Company team shall employ proven project management techniques to accomplish the goals of this project. Key attributes of the approach, shall include:

(I) A steering committee comprised of a combination of City and Company leadership to provide interactive direction of the project to ensure needs are met at all levels;

(II) A highly experienced project team with well-defined roles and responsibilities – clearly accountable to the Project Manager for completion of all tasks;

(III) A comprehensive work plan featuring integrated scheduling;

(IV) Thorough and timely documentation of all key decisions including routine preparation of meeting minutes and action items from all meetings and workshops;

(V) The Company project team shall meet with all parties at least once a month to keep management apprised of the progress of the project and any other key issues. These meetings will serve as the basis of providing progress updates and establishing priorities that are critical to the success of this project's focus.

SECTION E – General Clauses

E-1 Disputes

(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, parties shall use litigation as the exclusive forum in which the party desiring to proceed further shall file to resolve the claim or dispute..

(b) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation shall be in the City.

E-2 Notice of Delay [RFP-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 [RFP-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 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

(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 liable to the City for any 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 City may at their option extend time of performance of the Company's obligations under this Contract for such period as the delay, or 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 or 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.

E-5 Insurance

(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) Commercial General Liability (bodily injury, property damage, errors and omissions) 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 (except for Errors and Omissions coverage).

(b) The City shall be added as an additional insured party thereunder, except for Industrial/Workers Compensation Insurance, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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. 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 VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $100,000.00 without the prior written approval of the City.

(d) 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 policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(e) 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.

E-6 Indemnification

(a) 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 Companys (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, 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, to the proportional extent caused by the negligent acts, errors, or omissions of the Company, its officers, employees, or agents 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.

(b) 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 Patent Indemnity

The Company shall protect, defend and hold the City, its officers, employees, agents (herein the "Indemnitees") respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees (hereinafter "Claims"), incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the Company, or out of the processes or actions employed by, or on behalf of Company in connection with the performance of the Contract. Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified Company upon becoming aware of such claims or actions, and provided further that Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the Indemnitees.

E-8 Assignment [RFP-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-9 Waiver [RFP-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-10 Taxes/Compliance with Laws [RFP-CAO-6/5/02]

(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-11 Audit of Records

(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 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 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 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 and at City's expense. If the City or the City's designated representative(s) find that the records and books delivered by the Company are materially inaccurate, 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, or at any time 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.

E-12 Independent Contractor [RFP-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-13 Severability [RFP-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-14 Conforming Services [RFP-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-15 Modification/Amendment [RFP-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.

E-16 Section and Paragraph Headings [RFP-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-17 Conflict of Interest (City Officials) [RFP-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.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-18 Integration [RFP-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-19 Public Records [RFP-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-20 Confidentiality – City Information [RFP-CAO-6/5/02]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. 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 the termination of this Contract.

E-21 Marketing Restrictions [RFP-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-22 Limitation of Funding [RFP-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-23 Changes – Fixed-Price Services [RFP-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.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [E-17 Conflict of Interest (City Officials) (c)]	09/01	4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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:

Thomas R. Green 10/1/03
Date

MWH, Inc.

JaNell Cook
JaNell Cook, VP

"Company"

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	MWH Americas, Inc.
Address	3014 W. Charleston Blvd. Las Vegas, NV 89102
Telephone	702-878-8010
EIN or DUNS	836784876

Block 2	Description
Subject Matter of Contract/Agreement:	Water Pollution Control Facility – Strategic Information Technology Planning Project
RFP #	#030229-LW

Block 3	Type of Business			
	Individual	Partnership	Limited Liability Company	X Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIP (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.	See Exhibit 1		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 4

Block 5 Disclosure of Ownership and Principals – Alternate N/A

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.

JaNell Cook
JaNell Cook, P.E. Vice President & Regional Manager

March 25, 2003
Date

Subscribed and sworn to before me this 25th day of March, 2003.

Christine M. Smith
Notary Public

CHRISTINE M. SMITH
Notary Public State of Nevada
No. 94-1106-1
My appt. exp. Jan. 16, 2006

[June 2000]

EXHIBIT 1

MWH AMERICAS, INC.

(fka Montgomery Watson Americas, Inc.)

STATUS:	Active
ORGANIZED UNDER LAWS OF:	California (C Corporation)
FEDERAL TAX ID NUMBER:	95-1878805
STANDARD INDUSTRIAL CODE:	8711
DATE ESTABLISHED:	**October 8, 1954** Incorporated as James M. Montgomery, Consulting Engineers, Inc.[1] **March 1, 1993** amended name to Montgomery Watson Americas, Inc. **June 20, 2001** Amended name to MWH Americas, Inc. **January 4, 2003** MWH Energy & Infrastructure, Inc. merged into MWH Americas, Inc.
OWNERSHIP:	Wholly owned by MWH Holdings, Inc. *(fka Montgomery Watson, Inc.)*
TYPE OF BUSINESS:	Environmental Consulting Engineering
AUTHORIZED SHARES:	500,000 shares of one class capital stock, par value $1.00
ISSUED/OUTSTANDING SHARES:	1,000 shares issued to MWH Holdings, Inc.

DIRECTORS:

Mark A. Biggers
Kevin E. Kelly
Alan J. Krause
Donald L. Smith
Mark A. Swatek
Murli Tolaney
Robert B. Uhler

OFFICERS

Robert B. Uhler	Chief Executive Officer / Chairman of the Board
Donald L. Smith	President
Mark A. Biggers	Senior Vice President & Chief Operating Officer - Municipal West
Kevin E. Kelly	Senior Vice President & Chief Operating Officer - Municipal East
Joseph D. Adams, Jr.	Vice President & Chief Operating Officer - Industrial Organization
Jeffery Kishel	Senior Vice President & Chief Operating Officer - Federal Organization
David J. D. Harper	Chief Financial Officer & Treasurer
David A. Taggart	Secretary
Michael Donnelly	Assistant Secretary & Vice President
Mona E. Altieri	Assistant Treasurer, & Vice President
Donal J. Bassett	Senior Vice President
R. David Black	Senior Vice President
Frank A. Grant	Senior Vice President
Christine A. Kahr	Senior Vice President
Alan J. Krause	Senior Vice President
John G. Moutes	Senior Vice President
Rudy J. Tekippe	Senior Vice President
Richard N. Wankmuller	Senior Vice President

***VICE PRESIDENTS LIST AVAILABLE FROM CORPORATE COUNSEL**

MWH Americas, Inc. Summary (con't.)

EXHIBIT 1

FOREIGN JURISDICTIONS and ORIGINAL QUALIFICATION DATE:

Alabama	6-19-2000	Alaska	6-13-1977
Arizona	1-9-1998	Arkansas	10-02-0982
California	10-8-1954	Colorado	10-19-1979
Connecticut	8-24-1993	Delaware	6-02-1978
District of Columbia *	2-10-1984	Florida	7-26-1968
Georgia	8-22-1990	Hawaii	7-9-1973
Idaho	3-16-1973	Illinois	12-11-2000
Indiana	2-10-1982	Iowa	5-03-1988
Kansas	7-05-1989	Kentucky	8-23-1993
Louisiana	12-21-1979	Maine	8-08-1994
Maryland	6-02-1978	Massachusetts	9-11-1989
Michigan	4-22-2002	Michigan **	5-12-1995
Minnesota	5-11-1988	Mississippi	11-09-1982
Missouri	5-29-1986	Montana	3-11-1982
Nebraska	2-10-1989	Nevada	3-30-1960
New Hampshire	8-31-1994	New Jersey	11-24-1981
New Mexico	9-25-1990	New York ***	3-16-1983
North Carolina	3-12-1999	North Dakota	11-19-1981
Ohio	8-23-1993	Oklahoma	9-3-1993
Ontario, Canada	12-2-1998	Oregon	5-16-1974
Pennsylvania	6-26-1980	**Puerto Rico**	3-20-2000
Rhode Island	3-24-1994	South Carolina	7-11-1986
South Dakota	Withdrew 11-1-01	Tennessee	6-05-1990
Texas	9-22-1988	Utah	7-14-1975
Vermont	8-02-1994	Virginia	10-13-1982
Washington	5-16-1974	West Virginia	8-23-1993
Wisconsin	9-16-1988	Wyoming	12-08-2000

* MWH Americas, Inc. is qualified in District of Columbia as MWH Engineers of D.C., P.C.
** Qualified in Michigan as MWH Michigan, Inc. as well as MWH Americas, Inc.
*** MWH Americas, Inc. is qualified in New York as Montgomery Watson Engineers of New York, P.C. *(fka Water and Waste Water Engineering, P.C.)*

__Notes__:

MWH Americas, Inc. can trace its origins to its founder, James M. Montgomery, whom in June 1945 began business as James M. Montgomery, Consulting Engineer, a sole proprietorship. The company was incorporated on 10/8/54 as James M. Montgomery, Consulting Engineers, Inc.
In 1992, the name was changed to Montgomery Watson Americas, Inc. after the simultaneous formation of the new parent company of Montgomery Watson, Inc. and the amalgamation with Watson Hawksley Group, Ltd. in the United Kingdom. The UK side of the company traces its origins back approximately 150 years.
On June 20, 2001, the name was changed to MWH Americas, Inc. after the merger with Harza Engineering Company, Inc.
Effective January 4, 2003, MWH Energy & Infrastructure, Inc. merged into MWH Americas, Inc.

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of award of Contract No. 040099-CW, Electronic Document Management Implementation Services - Department of Information Technologies - Award recommended to: IMERGE CONSULTING, INC. ($521,104 - Internal Service Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $521,104
[X]	Budget Funds Available	**Dept./Division:** Information Technologies
[ ]	Augmentation Required	**Funding Source:** Internal Service Fund

PURPOSE/BACKGROUND:
On July 3, 2002, the Council approved the award of a contract for consulting services to determine the optimum method for electronic document management. This contract will provide for the implementation of the recommended electronic document management system from date of award through December 31, 2005.

This requirement is exempt from competitive bidding pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Terry Menta - (517) 487-6860

RECOMMENDATION:
That the City Council approve award of Contract No. 040099-CW, Electronic Document Management Implementation Services to IMERGE Consulting, Inc. in the amount of $521,104 from date of award through December 31, 2005. Authority to execute contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)

CONTRACT
Electronic Document Management Implementation Services

THIS CONTRACT is being entered into this 29 day of October, 2003, 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 IMERGE Consulting, Inc. (hereinafter, "Company") having its principal office at 5209 Jeffersonton Road, Jeffersonton, VA 22724.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document and includes those Attachments and Exhibits listed in Section F. The subject matter of this Contract is to perform Electronic Document Management (EDM) Implementation Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

a) *"Acceptance"* means written notification by the City to the Company that the deliverables received in their current form are satisfactory to the City and as meeting the terms of the Contract. Acceptance shall not be unreasonably withheld.

b) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract, upon execution by the Mayor of the City of Las Vegas, or designee.

c) *"City"* means the City of Las Vegas.

d) *"City Council"* means the governing body of the City of Las Vegas.

e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

f) *"Contract"* means this document, consisting of Sections A through F, 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) *"Unstructured Data"* means any electronic information that is not stored in a database; e.g., MS WORD files, e-mail messages, scanned TIF images, web pages, etc.

B-2 Contract Type

This Contract provides for the payment of a firm-fixed-price for services.

B-3 Prices/Costs

a) The City will pay the Company the following for performance of services in accordance with this Contract and as set forth in Section C – "Statement of Work":

Description	Contract Amount	Duration
(i) Project Management Facilitation Services	$180,500	24 months
(ii) Acquire Enterprise Platform & Architecture	$97,108	8 months
(iii) Establish system roll-out procedures	$166,432	12 months
(iv) Oversee departmental implementations	$77,064	12 months
Total Cost	**$521,104**	**Total duration 24 months**

b) Payment details are defined in Attachment 2.

c) The Contract Amount set forth in (a) above is inclusive of all personnel costs, travel costs, other direct costs, overhead and profit.

B-4 Performance/Delivery

a) The Contract shall commence on the Award Date and continue through December 31, 2005 (herein the "Expiration Date"), unless sooner terminated by the City. The parties may agree to extend the term of this Contract to complete the Statement of Work and Deliverables if it has been demonstrated to the satisfaction of the City that the Company has substantially completed the Statement of Work and Deliverables identified in the Contract and the Project Plan.

b) The Company shall submit a detailed Project Plan within fourteen days after the Award to the Project Manager for review and acceptance. The Project Plan shall identify key milestones and deliverables, which shall be the basis for milestone/deliverable payments. The Project Plan must be approved by the Project Manager prior to commencing work on the project.

B-5 Invoices

a) The Company shall submit monthly invoices to the City for Project Management Facilitation Services and deliverables completed in accordance with the approved Project Plan. All invoices should state the milestone completed, or percentage of milestone completed, or the deliverable delivered, the date of the invoice and should reference the assigned City purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made 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

b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that payment for such charges listed on this invoice have not been previously received from the City of Las Vegas nor any other source."

B-6 FOB Point

The Company shall provide all Deliverables to the Project Manager.

SECTION C – Statement of Work

C-1 General Scope of Services

a) The Company shall provide all personnel, materials, and travel required to perform the Electronic Document Management Implementation Services set forth in this Contract.

b) The Company has completed a comprehensive study and shall implement the electronic records management project plan for each City of Las Vegas department.

C-2 Specific Scope of Services

a) The Company shall provide Project Management Facilitation Services to oversee the implementation of a City-wide Electronic Document Management/Records Management System (EDM/RMS) using the Company's industry knowledge and the insight gained during its comprehensive EDM/RMS assessment of the City's organization, procedures, documents and installed systems. The Project Management Facilitation Services will consist of chairing project meetings, preparing status reports and collaboration with the Project Team to formulate recommendations and finalize deliverables.

b) The Company shall recommend the most appropriate Enterprise Platform and Architecture. The Company shall assist the City with the evaluation of the current FileNet system and provide consultation as to the value of continuing FileNet or migrating to another system. If requested, the Company shall prepare a procurement document specification for EDM software, develop weighted criteria with which to evaluate the vendor offerings and assist with evaluation of the proposals. The Company shall assist the City in evaluation and integration of a RMS system that is complementary with the EDM system to include lifecycle coordination, parameters and function. If requested, the Company shall evaluate and report on the State of Nevada's RMS RFP No. 1339.The Company shall propose standards for embedding/integrating EDM/RMS using commercial off-the-shelf software based on the City's technology infrastructure and its cost-effectiveness. The Company shall provide daylong training sessions for the cross-departmental teams on the topic of the strategic value of EDM/RMS.

c) The Company shall establish system rollout procedures. The Company shall assist in setting up a test and development system to be used in the prototyping and implementation of EDM/RMS. The Company shall identify and validate the proper documents to be included in the EDM/RMS system and the appropriate handling processes for each City department, division and workgroup.

d) The Company shall provide project planning oversight by developing lifecycle management guidelines and establishing implementation timelines and operational guidelines for each City department, division and workgroup.

e) The Company shall oversee the departmental, division and workgroup implementations of EDM/RMS. The Company shall ensure the each EDM/RMS deployment is completed in the most cost-effective manner. The Company shall ensure the EDM Library functions (check-in, check-out and versioning) are operation in the final system. The Company shall ensure integration with current City ERPs, write an integration test plan, conduct the integration test and submit a final integration test report.

SECTION D – Special Clauses

D-1 City Computing Environment

The Company shall consider the existing City computing environment as defined herein to take advantage of the existing technology infrastructure in order to minimize purchase of additional equipment while ensuring compatibility with EDM/RMS.

HARDWARE ARCHITECTURE

Mainframe Platform

- Unisys CS7101 CMP Server
- (16) Intel Pentium Xeon 700 MHz processors
- 21 GB RAM
- 768 GB SAN disk (Clarion)
- (3) Windows 2000 AS partitions
- Unisys MCP/AS operating system runs within 1 of above partitions
- The other two partitions designated for and currently used as test for ESRI 8.1 ArcView GIS software

Enterprise Application Platforms
- Digital Alpha Server GS140
- (4) 566 MHz EV6 CPU's
- 3 GM RAM
- Digital UNIX Operating System, 5.0
- 160 GB Raid Disk Space

Local Area Network Platform
- Intel Based NT/Win2K servers
- (4) Processor 733 MHz Pentium Xeon or Better
- 2-4 GB RAM
- Windows NT 4.0 Server or Windows 2000 Server O/S
- (7) Windows 2000 Terminal Servers
- Approximately 95 Windows NT/2000 servers in use performing a variety of tasks

Workstation Client
- Intel Based NT/Win2K workstation
- Intel Pentium 900 MHz CPU or better
- 215 MB or better
- Windows NT 4.0 Workstation or Windows 2000 Professional
- Windows NT terminal server client (Citrix Metaframe)
- Microsoft Office 2000 Professional application suite
- Approximately 1600 in use at the City of Las Vegas

NT SERVER TOOLS, UTILITIES AND BACK OFFICE APPS IN USE:
- NT 4.0/Win2K File and Print Services
- Microsoft Exchange Server 5.5 with Outlook 2000
- Microsoft SQL Server 7.0
- Microsoft Systems Management Server 2.0
- Microsoft Internet Information Server 5.0

DATABASE

The City of Las Vegas has installed Oracle 8i on a Digital Alpha Server operating under Digital UNIX 5.x. Oracle databases are also installed on Windows 2000 servers. The City also has available Microsoft SQL server version 7.0.

ORACLE FINANCIAL APPLICATIONS

The City has been using Oracle applications since 1998. We are currently running version 11.0.3 of the Oracle Financials. We have implemented Human Resources, Training Administration, General Ledger, Fixed Assets, Accounts Receivables, Account Payables, Purchasing and Payroll. These applications use an Oracle 8i instance on a Digital Alpha Server. There are approximately 300 user accounts on this system with an average daily load of 150 users.

HANSEN TECHNOLOGIES ENTERPRISE SYSTEM

As of Spring 2003, the City is in the middle of its 4 year Hansen implementation. Our implementation of Hansen will include rezoning applications, off site permitting, building permits, business licenses, sewer billing, asset management (parks, sanitary sewers and storm drains, pavement management, flood control assets, building maintenance, vehicle maintenance, code enforcement and CRM). These applications use an Oracle 8i instance on a Digital Alpha Server. Upon completion of the project, there are expected to be approximately 1000 user accounts on this system with an average daily load of 500 users.

ELECTRONIC DOCUMENT MANAGEMENT

The City has FileNet's Content Management (version 5.1.1) EDM system installed and managed by the Department of Information Technologies. The City uses KoFax's Ascent Capture (version 5) to capture and import images and documents. This tool has the ability to batch load documents (and their index information) into FileNet. As with most organizations, the City also has tens of thousands of electronic documents (MS Word, Excel, PowerPoint, etc.) stored on a central file server organized by department.

The Office of the City Clerk is using an EDM solution called Alchemy. This system also uses KoFax as the capture utility. The system was originally purchased as an interim solution for that department's needs until the enterprise EDM gets implemented.

EDM users are primarily located at City Hall, the Development Service Center, Fire & Rescue Administration building, the West Yard and the Mayfair School. All these sites except Mayfair school have network connectivity greater than 5 megabits per second.

GEOGRAPHIC INFORMATION SYSTEMS

The City of Las Vegas has installed Arc/INFO version 7.1.2 on its Sun E-3000 server. Approximately 30 users connect to the E-3000 via Exceed X/11 terminal emulation software. We have installed SAMBA on the Sun so Windows users can "mount" the Sun drives without additional software. We have approximately 150 Arcview 3.2 users who access information (Arc/INFO coverages, Map library layers, ESRI Shapefiles) using the Samba technology. The E-3000 has an instance of Oracle 7.x installed to support ESRI's spatial database engine (SDE).

GIS users are primarily located at City Hall, the Development Service Center, the West Yard and the East Yard. All these sites have network connectivity greater than 5 megabits per second.

NETWORK DESCRIPTIONS

The City installed an Ethernet networking infrastructure. The LAN is designed on a fiber optic backbone operating on 100BaseT. Remote sites (Metropolitan Area Network or MAN) have been connected using fiber, Frame Relay, T1, FDDI, or ATM depending upon their bandwidth requirements. The following describes the network environment:

- TCP/IP Network Protocol
- 100 Mb/10Mb Ethernet (FDDI/ATM links to larger MAN sites)
- T1 for low traffic remote sites
- Fiber Optic Backbone
- Cisco Routers and Switches
- Dozens of Microsoft Windows (NT/2000) LAN Servers
- Electronic Mail Platform Supports Exchange Server 5.5 and Outlook 2000
- Client/Server Configuration using SQL*NET for Oracle
- CAT 5/6 100BaseT cabling

D-2 Project Manager

The City will designate a Project Manager for this Contract within ten (10) days of the Award Date. The City will provide written notice of this appointment to the Company, and will provide notice of any subsequent changes. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract. The Project Manager is not authorized to waive or change any material terms of the Contract.

D-3 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-4 Legal Notice [RFP-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: IMERGE Consulting, Inc.
Attn. Terry Menta, Partner
P.O. Box 1249
Warrenton, VA 20188

(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 City's Project Manager or the Company's representative as appropriate.

D-5 Licenses/Registrations

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.

D-6 Intellectual Property Rights

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-7 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 and Exhibit set forth in Section F, the specific language in Sections B through E shall prevail.

D-8 Acceptance

The City will review all Deliverables for conformance with Contract requirements, and will provide written notice to the Company of any deficiencies within fifteen (15) calendar days of receipt of the Deliverable. The notice will state a revised submittal date. Upon notification of any deficiencies, the Company will make the required corrections/changes and resubmit the Deliverable to the City, within the time frame established in the written notice. The City reserves the right to proceed under Paragraph E-4, "Termination For Default", should the re-submittal not correct the initial non-conformance.

SECTION E – General Clauses

E-1 Disputes [RFP-CAO-6/5/02]

(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.

(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 [RFP-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 [RFP-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 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 [RFP-CAO-6/5/02]

(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 hereunder) 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 liable to the City for any 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 or 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.

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

(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, errors and omissions) 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 (except for Errors and Omissions coverage).

(b) The City shall be named as an additional insured party hereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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. 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 VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(d) 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 policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(e) 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.

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

(a) 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, losses, suits, actions, decrees, and judgments including, 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, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. 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.

(b) 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 [RFP-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 [RFP-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 [RFP-CAO-6/5/02]

(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 [RFP-CAO-6/5/02]

(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 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 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 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, or at any time 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.

E-11 Independent Contractor [RFP-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 [RFP-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 [RFP-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 [RFP-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.

E-15 Section and Paragraph Headings [RFP-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) [RFP-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.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

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

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. 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 the termination of this Contract.

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

The City reserves the right to reduce the Scope of Services, 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 [RFP-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 deliverables 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.

SECTION F – List of Attachments/Exhibits

The following attachments and exhibits are hereby incorporated into this Contract:

Identifier	Title	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals		2
Attachment 2	Tentative Pay 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 Division

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 10/9/03
Date

IMERGE Consulting, Inc.

Terry Menta
Terry Menta, , Partner

"Company"

Attachment 1

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.

Block 1 Contracting Entity
Name Imerge Consulting, Inc.
Address 5229 Jeffersonton Rd Jeffersonton VA 22724
Telephone 540 937 9970
EIN or DUNS 54-1885879

Block 2 Description
Electronic Document Management Implementation Services
Contract No. 040099-CW

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

EDM Implementation Services RFP No. 040099-CW

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.	Arthur Gingrande Secretary	4 Mead Circle Lexington MA 02420	781 258 8181
2.	Terry Menta Vice President	546 Marshall Ave St Paul MN 55102	651 222 0976
3.	James Minihan President	5209 Jeffersonton Rd Jeffersonton VA 22724	540 937 9970
4.	Donald Post General Manager	1227 Stony Creek Way Rockford, IL 61108	815 - ~~925~~ 398 0344
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

Terry Menta
Name

10/14/03
Date

Subscribed and sworn to before me this 14 day of October, 2003

Thomas M Sawatzki
Notary Public

THOMAS M. SAWATZKI, Notary Public
Ionia County, State of Michigan
Acting in Ingham County
My Commission Expires, 7-9-06

14

Attachment 2
Tentative Pay Schedule

$521,104.00					1	Oversee the implementation of EDM/RMS
	$180,500.00				1.1	Provide Project Management Facilitation Services
	$97,108.00				1.2	Acquire Enterprise Platform and Architecture
		$30,512.00			1.2.1	Assist the City with evaluation of the current FileNet system and provide consultation as to the value of continuing FileNet or migrating to another system.
		$18,000.00			1.2.2	Assist the City in evaluation and integration of a RMS system that works with the chosen EDM system to include lifecycle coordination, parameters and function.
		$10,144.00			1.2.3	Work with the City to establish standards for embedding/integrating EDMIRMS with commercial off the shelf software packages.
		$21,000.00			1.2.4	Assist the City Records Management Committee with advise to the cross departmental teams on the strategic value of EDM/RMS.
		$17,452.00			1.2.5	Provide a process that maximizes the use of current hardware and provides guidelines for replacement of current hardware.
	$166,432.00				1.3	Establish System Roll Out Procedures
			$85,632.00		1.3.1	Help set up a test and development system to be used in the prototyping and implementation of EDM/RMS.
				$10,144.00	1.3.1.1	Deliverable Prototype Test Bed
				$37,552.00	1.3.1.2	Conduct prototype #1
				$37,936.00	1.3.1.3	Conduct prototype #2
			$20,320.00		1.3.2	Identify and validate the proper documents to be included in the EDMIRMS system and appropriate process for handling for City departments, divisions and workgroups.
		$60,480.00			1.3.3	Provide Project Planning Oversight
			$20,480.00		1.3.3.1	Develop EDM/RMS Lifecycle management Guidelines
			$20,000.00		1.3.3.2	Provide an implementation plan outlining the deliverable requirements and projected timelines for each implementation phase.
			$20,000.00		1.3.3.3	Establish implementation timelines and operational guidelines for the subprojects.
	$77,064.00				1.4	Oversee Departmental Implementations
		$5,640.00			1.4.1	Assist the City with the creation of a cross departmental team to assist in the implementation of EDM/RMS.
		$0.00			1.4.2	Ensure that each EDM/RMS deployment is completed in the most cost effective manner with ease of use also considered.
		$25,360.00			1.4.3	Assist the City in development of Business Practice Rules for EDM/RMS.
		$0.00			1.4.4	Ensure that EDM Library functions (check-in, Check-out and versioning) are operational (on systems that require it) in the final system.
		$46,064.00			1.4.5	Ensure integration with current City ERPs.
			$25,280.00		1.4.5.1	Write Integration Test Plan
			$20,784.00		1.4.5.2	Conduct Integration Test Test

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid Number 03.15341.01-CW, Charleston Heights Community School Modular Office Building and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: FEDERAL GENERAL, INC. ($255,788 - Capital Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

[ ] **No Impact**	**Amount:** $255,788
[X] **Budget Funds Available**	**Dept./Division:** Public Works
[ ] **Augmentation Required**	**Funding Source:** Capital Projects Fund

PURPOSE/BACKGROUND:

This project will furnish and install a modular office building of approximately 24' x 60', provide on-site and off-site utilities, and provide other on-site improvements. This building will be used to house City of Las Vegas Community School staff.

The annual operating and maintenance costs for this building are estimated to be $10,872.

PCC: C. White
POC: Susanne Jipson - (702) 648-1967

RECOMMENDATION:

That City Council approve the award of Bid Number 03.15341.01-CW to Federal General, Inc. in the amount of $255,788 and approve a construction conflicts and contingency reserve of $20,000. Authority to execute contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

CITY OF LAS VEGAS Las Vegas, Nevada CONSTRUCTION CONTRACT	BID NUMBER 03.15341.01-CW DATE of CONTRACT October 30, 2003
NAME AND ADDRESS OF CONTRACTOR Federal General Inc. 3510 Coleman St NLV, NV 89032	INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION, INCORPORATED IN THE STATE ☐ OF ☒

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of **Charleston Heights Community School Modular Office Building** all in strict accordance terms, conditions, and specifications of **Formal Bid #03.15341.01-CW**, and **Federal General, Inc**. response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Two Hundred Fifty-Five Thousand Seven Hundred Eighty-Eight

$255,788.00

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

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

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

Formal Bid #03.15341.01-CW
Contract Drawings No. 715-147
INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/03 THROUGH 9/30/04

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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN **ONE HUNDRED TWENTY (120) CALENDAR DAYS** AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of **one thousand ($1,000) dollars per calendar d**ay for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Acknowledge all Addendums and Dates

Addendum #1 – July 10, 2003
Addendum #2 – July 18, 2003
Addendum #3 – July 21, 2003

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

CITY OF LAS VEGAS

By ______________
Kathleen C. Rainey, Manager
Purchasing & Contracts

Attest ______________
(City Clerk)

By: Robert S. Sylvain 11-7-03
Approved as to Form Date

CONTRACTOR

(Federal General, Inc.)

By ______________
(Signature) Suzanne Jipson
President
(Title)

Attest ______________
(Secretary)

INSTRUCTIONS

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

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER NVC1504
DATE EXECUTED 11/03/03

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. 03.15341.01-CW for the project commonly known and entitled, to wit: Charleston Heights Community School Modular Building* (herein the "Contract").
*(PWP #CL-2003-293)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum Two Hundred Fifty Five* ($**) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.
*Thousand Seven Hundred Eighty Eight and 00/100 Dollars **$255,788.00

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

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

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

IN WITNESS WHEREOF this instrument has been executed this 3rd day of November, 20 03.

SIGNED this 3rd day of November, 20 03

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

Aniello Insurance Agency
(Resident Agent)

2560
(State of Nevada, License Number)

Gayle Stackhouse
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature)

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

CONTRACTOR: Federal General, Inc.

(Authorized Representative and Title)

By:
(Signature)

Surety: Merchants Bonding Company (Mutual)

I2396
(State of Nevada, License Number)

Gayle Stackhouse
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature) Gayle Stackhouse

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NORMA ZELKOWITZ
Notary Public - Nevada
No. 95-0581-1
My appt. exp. April 5, 2004

Norma Zelkowitz

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER NVC1504
DATE EXECUTED ~~11/03/03~~

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 03.15341.01-CW of the City for the project commonly known and entitled, to wit: Charleston Heights Community School* (herein the "Contract").
*Modular Building (PWP #CL-2003-293)

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

KNOW ALL MEN BY THESE PRESENTS that we, the Contractor and Surety named below, are held and firmly bound unto the City in the penal sum Two Hundred Fifty Five Thousand** ($255,788.00) for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.
**Seven Hundred Eighty Eight and 00/00 Dollars

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 affect. 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 3rd day of November, 20 03.

SIGNED this 3rd day of November, 20 03

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

Aniello Insurance Agency
(Resident Agent)

2560
(State of Nevada, License Number)

Gayle Stackhouse / #32784
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature)

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

CONTRACTOR: Federal General, Inc.

(Authorized Representative and Title)

By:
(Signature to be notarized)

Surety: Merchants Bonding Company (Mutual)

I2396
(State of Nevada, License Number)

Aniello Insurance Agency
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature to be notarized) Gayle Stackhouse

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NORMA ZELKOWITZ
Notary Public - Nevada
No. 95-0581-1
My appt. exp. April 5, 2004

Norma Zelkowitz

F:\DEPOT\SHARED\TEMPLATES\BOILERPLATE\BID ATTACHMENTS\BID BONDS\LABOR & MATERIAL BOND.DOC
4/27/01

GUARANTY BOND

BOND NUMBER NVC1504
DATE EXECUTED 11/03/03

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. 03.15341.01-CW of the City for the project commonly known and entitled, to wit: Charleston Heights Community School* (herein the "Contract").
*Modular Building (PWP #CL-2003-293)
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: Charleston Heights Community School Modular Building 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 3rd day of November, 2003

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

Aniello Insurance Agency
(Resident Agent)

2560
(State of Nevada, License Number)

Gayle Stackhouse / #32784
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature)

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

Telephone: (702) 259-0250
(Local Agent)

Telephone: (800) 678-8171
(Bonding Company)

CONTRACTOR: Federal General, Inc.

(Authorized Representative and Title)

By: ____________
(Signature)

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

Aniello Insurance Agency
(Appointed Agent Name)

By: Gayle Stackhouse
(Signature) Gayle Stackhouse

Address: P.O. Box 27979
Las Vegas NV 89126

Telephone: (702) 259-0250

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

NORMA ZELKOWITZ
Notary Public - Nevada
No. 95-0581-1
My appt. exp. April 5, 2004

Norma Zelkowitz

Merchants Bonding Company
(Mutual)

POWER OF ATTORNEY

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

Richard T. Aniello, Alfio U. Aniello, Gayle Stackhouse

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

THREE MILLION ($3,000,000.00) DOLLARS

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

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

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

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

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 25th day of July, 2000.

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 25th day of July, 2000, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

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

RUTH K. McCLAIN IOWA NOTARIAL SEAL

Ruth K. McClain
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 3rd day of November 2003.

MERCHANTS BONDING COMPANY INCORPORATED (MUTUAL) -o- 1933

William Warner Jr.
Secretary

MSC 0814 (2/98)

Client#: 14282 FEDER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 11/03/03

PRODUCER	
Aniello Insurance Agency 3012 W. Charleston Blvd #150 Las Vegas, NV 89102 702 259-0250	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A: Mt. Hawley Ins. Co. (BAR)
Federal General, Inc 3510 Coleman St North Las Vegas, NV 89030	INSURER B: Commercial Casualty Insurance Co.
	INSURER C: Royal Ins. Co. (BAR)
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	MGL0134280	02/01/03	02/01/04	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$50,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
	X PD Ded:5,000				PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC				PRODUCTS - COMP/OP AGG	$1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
A	EXCESS LIABILITY	P2HA209172	07/01/03	02/01/04	EACH OCCURRENCE	$5,000,000
	X OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
						$
	DEDUCTIBLE					$
	X RETENTION $10000					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	R7069013D	02/01/03	02/01/04	X WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$1,000,000
					E.L. DISEASE - EA EMPLOYEE	$1,000,000
					E.L. DISEASE - POLICY LIMIT	$1,000,000
	OTHER				*Except 10 Days Notice of Cancellation for Non Payment	

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

Re: Charleston Heights Community School Modular Building(PWP#CL-2003-293)
Bid No. 03.15341.01-CW
The City of Las Vegas, its officers, employees and volunteers are named as additional insureds as respects general liability (CG20330798 Attached)

CERTIFICATE HOLDER — ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Las Vegas Purchasing and Contracts First Floor City Hall Complex 400 E Stewart Ave Las Vegas, NV 89101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, B~~UT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE Gayle Stackhouse

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Policy #: MGL0134280

additional insured – owners, lessees or contractors – automatic status when required in construction agreement with you

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. **Exclusions**

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

November 3, 2003

City of Las Vegas

Re: Federal General, Inc.

Certificate Holder for certain jobs performed by the above captioned insured require the cancellation wording for their certificate of insurance be amended to exclude the "endeavor to"... but failure to..." wording contained in the cancellation clause.

It is agreed and understood that, in the event of cancellation or non-renewal, Aniello Insurance Agency will advise Certificate Holder, and this will not be the responsibility of Brown & Riding Insurance or Mt. Hawley Ins. Co.

Signed Gayle Stackhouse
Gayle Stackhouse

CERTIFICATE OF INSURANCE

This certifies that

STATE FARM INSURANCE

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

insures the following policyholder for the coverages indicated below:

Policyholder: Jipson, John & Suzanne Federal General Inc LSE

Address of policyholder: 3510 Coleman St N Las Vegas, NV 89032-7771

Location of operations:

Description of operations:

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

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☐ ☐			Each Occurrence $ General Aggregate $ Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ Disease - Each Employee $ Disease - Policy Limit $

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
010 6773-28	2000 Ford	07/03/03	01/03/2004	1 Million
015 2470-28	1991 Internation	08/13/03	02/13/2004	1 MIllion
267 5692-28	1966 Chev	09/06/03	03/06/2004	1 Million

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

Name and Address of Certificate Holder

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

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

Title: Agent Date: 11/04/03

Agent's Code Stamp

AFO Code F754

558-994 a.4 11-12-2002 Printed in U.S.A.

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003 PG 141

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/06/03

PRODUCER 410-339-7263
Riggs, Counselman, Michaels & Downes, Inc.
555 Fairmount Avenue
Baltimore, MD 21286

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
Williams Scotsman, Inc.
P.O. Box 986
Baltimore MD 21203

INSURERS AFFORDING COVERAGE

INSURER A:	Zurich-American Insurance
INSURER B:	Sheffield Ins. Corp.
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLO298356202	4/01/03	4/01/04	EACH OCCURRENCE	$ 1000000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 500000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5000
					PERSONAL & ADV INJURY	$ 1000000
					GENERAL AGGREGATE	$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2000000
	POLICY PROJECT X LOC					
A	AUTOMOBILE LIABILITY	BAP298356302	4/01/03	4/01/04	COMBINED SINGLE LIMIT (Ea accident)	$ 2000000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
B	EXCESS LIABILITY	EAU101851	4/01/03	4/01/04	EACH OCCURRENCE	$ 5000000
	X OCCUR CLAIMS MADE				AGGREGATE	$ 5000000
						$
	DEDUCTIBLE					$
	X RETENTION $ 10,000					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC298356002	4/01/03	4/01/04	X WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$ 1000000
					E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CITY OF LAS VEGAS IS LISTED AS ADD'L INSURED FOR GL RE: BID # 03-15341-01-CW/PWP #CL-2003-293

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CITY OF LAS VEGAS
400 STEWART AVE
LAS VEGAS NV 89101

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

AUTHORIZED REPRESENTATIVE
Albert C. Counselman

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Preapproval of award of Bid Number 040069-LED, Demolition of Bishop Hall, First Baptist Church to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Neighborhood Services ($90,000 - Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:** $90,000
[X]	Budget Funds Available	**Dept./Division:** Neighborhood Services
[ ]	Augmentation Required	**Funding Source:** Capital Projects Fund

PURPOSE/BACKGROUND:

This project consists of demolition and associated work at the First Baptist Church located at 310 South 9th Street. The demolition work will include demolishing buildings, existing concrete flatwork, planters, AC Units and landscaping in hatch area, demolishing existing wall areas, and removing overhead gas line. The demolition is required to ready the site for modification to the existing First Baptist Church which has been designated as an historic site.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 040069-LED, Demolition of Bishop Hall, First Baptist Church to the lowest responsive and responsible bidder and approve a construction conflicts and contingency reserve set by Finance and Business Services.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4:	**APPROVED under separate action** (see individual item)
Item 53:	**STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

CITY OF LAS VEGAS Las Vegas, Nevada CONSTRUCTION CONTRACT	BID NUMBER 040069-LED DATE of CONTRACT October 29, 2003
NAME AND ADDRESS OF CONTRACTOR KO Construction 2650 Celebrate Ct Henderson, NV 89074	INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION, INCORPORATED IN THE STATE ☒ OF ☒ NEVADA.

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of **Demolition of Building Bishop Hall at 1st Baptist Church** all in strict accordance terms, conditions, and specifications of **Formal Bid #040069-LED**, and **KO Construction** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

FOURTY ONE THOUSAND SIX HUNDRED EIGHTY NINE DOLLARS

$41, 689.00

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

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

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

Formal Bid # 040069-LED
INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/03 THROUGH 9/30/04

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	WORK TO BE COMPLETED
AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.	WITHIN **FOURTEEN (14) CALENDAR DAY** AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of **five hundred ($500) dollars per calendar day** for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Acknowledge all Addendums and Dates

Addendum #1 October 15, 2003

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

CITY OF LAS VEGAS

By ____________________
Kathleen C. Rainey, Manager
Purchasing & Contracts

Attest ____________________
(City Clerk)

By: Robert S. [illegible] 11-7-03
Approved as to Form Date

CONTRACTOR

(KO Construction)

By Jose M Kopf
(Signature) PRESIDENT

(Title)

Attest ____________________
(Secretary)

VIRGINIA MENDOZA VALENCIA
Notary Public, State of Nevada
Appointment No. 01-71649-1
My Appt. Expires Nov. 2, 2005

INSTRUCTIONS

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

2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 66111424
DATE EXECUTED 10/31/03

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. 040069-LED, for the project commonly known and entitled, to wit: DEMOLITION OF BUILDING BISHIP HALL AT 1ST BAPTIST CHURCH (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 FORTY ONE THOUSAND SIX HUNDRED EIGHTY NINE ($41,689.) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF this instrument has been executed this 31st day of October, 20 03.

SIGNED this 31st day of October, 20 03

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

GEORGE L. BROWN INSURANCE
(Resident Agent)

373
(State of Nevada, License Number)

PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

CONTRACTOR: K O CONSTRUCTION, INC.

SECRETARY / V.P. CHRIS HARRISON
(Authorized Representative and Title)

By: ______
(Signature)

Surety: LINCOLN GENERAL INSURANCE COMPANY

2590
(State of Nevada, License Number)

GEORGE L. BROWN INSURANCE/PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 66111424
DATE EXECUTED 10/31/03

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 040069-LED of the City for the project commonly known and entitled, to wit: DEMOLITION OF BUILDING BISHOP HALL AT 1ST BAPTIST CHURCH (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 FORTY ONE THOUSAND SIX HUNDRED EIGHTY NINE ($41,689.00**) for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

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

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

IN WITNESS WHEREOF this instrument is executed this 31st day of October, 2003.

SIGNED this 31st day of October, 2003

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

GEORGE L. BROWN INSURANCE
(Resident Agent)

373
(State of Nevada, License Number)

PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

CONTRACTOR: K O CONSTRUCTION, INC.
SECRETARY / V.P. CHRIS HARRISON
(Authorized Representative and Title)

By: [signature]
(Signature to be notarized)

Surety: LINCOLN GENERAL INSURANCE COMPANY

2590
(State of Nevada, License Number)

GEORGE L. BROWN INSURANCE/PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature to be notarized)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

GUARANTY BOND

BOND NUMBER 66111424
DATE EXECUTED 10/31/03

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. 040069-LED of the City for the project commonly known and entitled, to wit: DEMOLITION OF BUILDING BISHOP HALL 1ST BAPTIST CHURCH (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: DEMOLITION OF BUILDING BISHOP HALL AT 1ST BAPTIST CHURCH, 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 31st day of October, 20 03

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

GEORGE L. BROWN INSURANCE
(Resident Agent)

373
(State of Nevada, License Number)

PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

Telephone: (702) 735-9333
(Local Agent)

Telephone: (800) 903-5489
(Bonding Company)

CONTRACTOR: K O CONSTRUCTION, INC.

SECRETARY / V.P. CHRIS HARRISON
(Authorized Representative and Title)

By: ____________________
(Signature)

Surety: LINCOLN GENERAL INSURANCE COMPANY

2590
(State of Nevada, License Number)

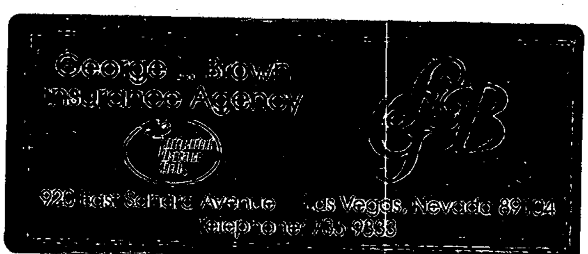
GEORGE L. BROWN INSURANCE/PAT DREHER
(Appointed Agent Name)

By: Pat Dreher
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)


George L. Brown
Insurance Agency
East Sahara Avenue
Las Vegas, Nevada 89104

BOND #66111424

Lincoln General Insurance Company

Phone 717-757-0000 FAX # 717-751-0165

3350 Whiteford Rd. P.O. Box 3709, York, PA 17402-0136

Bond No.

TERRORISM RIDER

NOTICE – FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is $0.00.

COVERAGE LIMITATIONS

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

ACKNOWLEDGMENT OF SURETY

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 31ST day of October, 2003, A.D.

PAT DREHER, personally appeared before me, a Notary Public, DONNA JEAN WRAY, known to me to be the Attorney-in-Fact of the corporation that executed the foregoing instrument and, upon oath, did depose that he/she is the officer of said corporation as above-designated; that he/she is acquainted with the seal of said corporation and that the seal affixed to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Donna Jean Wray
NOTARY PUBLIC

Notary Public-State Of Nevada
COUNTY OF CLARK
DONNA JEAN WRAY
My Appointment Expires
February 16, 2004
No. 96-0457-1

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Pat Dreher, Russell A. Swain

its true and lawful attorney(s)-in-fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature in an amount not to exceed **Three Million Dollars ($3,000,000)** and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed, and these presents to be signed by its duly authorized officers this 4th day of September, 2002.

LINCOLN GENERAL INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

Attest: ______ Gary J. Orndorff, Secretary

By: ______ Gary C. Bhojwani, President

The Commonwealth of Pennsylvania
York County

On this 4th day of September, 2002, before me personally came Gary C. Bhojwani, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County

Notarial Seal
Catherine Marie Loose, Notary Public
Springettsbury Twp., York County
My Commission Expires June 17, 2004

______ Notary Public

I, Gary Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 31st day of October, 2003

LINCOLN GENERAL INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

______ Gary J. Orndorff, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DW
KOCON-1

DATE (MM/DD/YYYY) 10/30/03

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003 PG 153

PRODUCER

George L. Brown Ins. Agency
920 E. Sahara Avenue
Las Vegas NV 89104-3004
Phone:702-735-9333 Fax:702-735-6129

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

K.O. Construction, Inc.
2650 Celebrate Court
Henderson NV 89014

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Lincoln General Insurance Co.	
INSURER B:	Employers Ins. Co. of Nevada	
INSURER C:		
INSURER D:	"10 days notice if cancelled	
INSURER E:	for non-payment of premium"	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	LRA325727	11/27/02	11/27/03	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000,
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NWC40649400	02/07/03	02/07/04	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000000
		OTHER					

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

Big #040069-LED; Bid Title - Demolition of Building Bishop Hall @ 1st Baptist Church, Las Vegas, NV. Certificate holder is named as Additional Insured with respects to listed job.

CERTIFICATE HOLDER

CITYOFL

City of Las Vegas
Purchasing & Contracts Div
400 Stewart Avenue
Las Vegas NV 89101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Donna Lucy

Nov-04-03 03:50pm From-ADMINISTRATION 602 275 2764 T-662 P.001/001 F-532

10/27/03 16:05 Allied 10/27/03

ACORD CERTIFICATE OF LIABILITY INSURANCE

10/27/2003

PRODUCER (412)231-8383 FAX (888)315-7269
Allied Insurance Brokers, Inc.
Four Allegheny Center
Fifth Floor
Pittsburgh, PA 15212

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 Sunstate Equipment Co. LLC
5425 East Washington
Phoenix, AZ 85034

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Fire & Casualty Co of CT	24880
INSURER B Fireman's Fund McGee Marine Un	0146
INSURER C	
INSURER D:	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC	04RED015360	08/31/2003	08/31/2004	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ATTN: CHRIS HARRISON FX# 702.270.7746			COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO	11.4.03	1 PG		AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						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	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Blanket Equipment Per Item Limit	MXI97434667	08/31/2003	08/31/2004	Limit $7,500,000 Limit $200,000	

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

RENTAL EQUIPMENT, LOADER. EXCAVATOR

CERTIFICATE HOLDER

KO Construction
Attn: Chris Harrison
2650 Celebrate Ct
Henderson, NV 89074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Martin O'Brien/KIM

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of revision number two to purchase order 214815 for Emergency Medical Services (EMS) Transport Claims Processing, Filing and Management - Department of Fire and Rescue - Award to: MEDICLAIMS, INC. ($50,000 - General Fund)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $50,000
Dept./Division: Fire and Rescue
Funding Source: General Fund

PURPOSE/BACKGROUND:
On July 26, 1999, City Council approved the issuance of a purchase order in the amount of $75,000 for EMS Transport Claims Processing. On July 9, 2003, due to an increase in EMS transports, the Purchasing Manager exercised authority under R-145-2001 to add $25,000 to the contract. Revision number two will add an additional $50,000 for a revised amount of $150,000 to allow sufficient funds through the term of the contract.

This requirement is exempt from competitive bidding pursuant to NRS 332.115.1(b), Professional Services.

PCC: K. Falline
POC: Leslea J. Adams - (580) 762-2299

RECOMMENDATION:
That the City Council approve revision number two to purchase order 214815 for EMS Transport Claims Processing, Filing and Management to Mediclaims, Inc. in the amount of $50,000 for a revised amount of $150,000 through the term of the contract.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of issuance of a purchase order for an annual requirements contract for John Deere OEM parts and service - Department of Field Operations - Award recommended to: BLAINE EQUIPMENT CO., INC. (Estimated annual amount of $50,000 - Internal Service Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $50,000
[X]	Budget Funds Available	**Dept./Division:** Field Operations
[ ]	Augmentation Required	**Funding Source:** Internal Service Fund

PURPOSE/BACKGROUND:
This request provides for an annual requirements contract for John Deere OEM parts and service for use by the Fleet Management Division.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(c), additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person and 332.115.1(d), equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: D. Rawski
POC: Mike Eidson - (702) 399-2700

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for John Deere parts and service to Blaine Equipment Co., Inc. in the estimated annual amount of $50,000 from date of award through October 14, 2004, with annual renewals as long as the competitive exemption applies.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of issuance of a purchase order for an annual requirements contract for International OEM parts and service - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

Fiscal Impact

[ ] No Impact		**Amount:** $50,000
[X] Budget Funds Available		**Dept./Division:** Field Operations
[ ] Augmentation Required		**Funding Source:** Internal Service Fund

PURPOSE/BACKGROUND:
This request provides for an annual requirements contract for International OEM parts and service for use by Fleet Management Division.

This item is exempt from competitive bidding pursuant to NRS 332.115.1(c), additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person; and 332.115.1(d), equipment which, by reason of the training of the personnel or of any inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: D. Rawski
POC: Chris McCandless - (702) 642-8789

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for International OEM parts and service to McCandless International Trucks, Inc. in the annual amount of $50,000 from date of award through October 14, 2004, with annual renewals as long as the competitive bidding exemption applies.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

City of Las Vegas

Agenda Item No. 24

SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2003
Consent – Finance and Business Services
Item 24 - Approval of issuance of a purchase order for an annual requirements contract for International OEM parts and service - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of award of Contract No. 040074-LW for the development and implementation of a Maintenance Optimization Program - Department of Public Works - Award recommended to: COMPUTATIONAL SYSTEMS, INC. ($35,294 - Enterprise Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $35,294
[X]	**Budget Funds Available**	**Dept./Division:** Public Works
[ ]	**Augmentation Required**	**Funding Source:** Enterprise Fund

PURPOSE/BACKGROUND:
This procurement is for the development and implementation of a Maintenance Optimization Program for 300 critical pieces Water Pollution Control Facility equipment which will provide and evaluation and assessment of the equipment as well as systemized the maintenance of the equipment.

This requirement is exempt from competitive bidding pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Bowman
POC: Robert Kluszczynski - (661) 251-8109

RECOMMENDATION:
That the City Council approve the award of Contract No. 040074-LW for the development and implementation of a Maintenance Optimization Program to Computational Systems, Inc. in the amount of $35,294. Authority to execute contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

CITY OF LAS VEGAS

Las Vegas, NV

Failure Defense Plan Proposal

CSi

EMERSON.
Process Management

TABLE OF CONTENTS

INTRODUCTION AND TECHNICAL APPROACH

CSI Services will optimize the relationship between cost, reliability, and availability providing the most value and sustained competitive advantage to the City of Las Vegas by offering the following tasks for the Las Vegas, NV location.

LEVERAGE TECHNOLOGY, EXPERTISE, AND EXPERIENCES FROM OTHER CUSTOMERS
CSI's 19 years of leadership experience in RBM Maintenance has afforded us the opportunity to gather benchmarking and case history information from a wide variety of technologies and industries. This wealth of information and experience adds a deeper and broader level of expertise to your program.

DEVELOPMENT AND IMPLEMENTATION OF NEW TECHNOLOGY
CSI is on the cutting edge of the RBM Maintenance industry, constantly researching and developing new levels of technology in both software and hardware allowing for the most integrated multi-technology approach in the industry.

SELECTION PROCESS FOR PEOPLE DEPLOYED TO THE CITY OF LAS VEGAS
CSI's policy is to employ the most experienced, qualified, and certified personnel available locally or within the CSI Company. CSI has experienced zero recordable OSHA events since 1992. Additionally, CSI's analysts complete a pre-employment background qualification exam and screening process.

CUSTOMER SUPPORT
As stated in CSI's Corporation Mission Statements, Customer Service is a priority and primary objective for the company. Oftentimes our years of experience in an industry and the benchmark data, which we have collected, leads us to traverse a path we know has worked at other similar customer sites.

Understanding that all customers are not alike leads to a middle ground based upon the customer's years of site-specific knowledge and CSI's benchmark experience from a multitude of industries. This melding of visions is a powerful combination, which often leads to better-than-expected results. The customer is always the first priority at CSI.

Over the past few years, CSI has been diligently working to implement various systems and reliability programs in a wide variety of industries. Through these efforts, we have learned several lessons, such as:

- Every plant is different
- Plant personnel know the problems
- Plant personnel need management support to implement and maintain the recommended monitoring activities.

In addition to the above, we have learned that there are existing predictive maintenance (PdM) programs that are effective, but they lack program coordination. Alternately, some programs are well coordinated but lack the integration of PdM technologies. CSI has identified what goes into successful programs and the pitfalls of unsuccessful programs. The degree of success is contingent not only on the predictive maintenance procedures and diagnostics selected, but on the capabilities of the personnel that maintain, monitor, and correct the deficiencies that are found during implementation.

In the course of these activities, CSI has gained the knowledge and experience necessary for the successful implementation of many different types of Reliability Based Programs. CSI has developed techniques for working with the company staff to best evaluate which procedures and systems (tools) are applicable, and which offer the best payback consistent with needs and budget.

Our experience has shown that significant improvements resulting in substantial cost benefits can be achieved through changes to existing processes with small or moderate investments. The degree to which a company is successful in implementing the PdM program and successfully integrating predictive technologies often has more to do with intangibles, such as understanding and belief in the procedures, technologies, level of personnel enthusiasm, and management support.

CSI Services is pleased to provide this proposal for your facility. It is our intention to provide the City of Las Vegas with the highest quality PdM contract services in the Reliability Based Maintenance industry.

CSI Services will develop and implement a Maintenance Optimization Program at the City of Las Vegas facility in the Las Vegas plant. As the first step CSI will deploy its Failure Defense Planning (FDP) process to determine the equipment priority and the correct mixture of maintenance tasking required for a maximum of 300 pieces of equipment at each plant.

This facilitated process uses CSI Services-developed mechanical algorithms, solid failure modes and effects analysis, and plant maintenance and operational experience to arrive at a mathematically derived prioritized list of equipment based on the equipment's overall importance to the operation of the plant. It also can serve as the primary tool to assist the City of Las Vegas in determining where to spend current and future maintenance dollars.

Once the FDP is completed, CSI Services will improve on the implementation of predictive technologies by designing a technology-specific database to provide an integrated application of vibration, oil analysis, motor flux testing, motor circuit evaluation, motor current analysis, and other technologies as required. Each of the critical pieces of equipment should then be base-lined (if not already being monitored) using a combination of the above technologies using CSI Services' extensive experience in equipment health monitoring. The routine application of these technologies should then be executed in accordance with the E&T matrix developed in the Failure Defense Plan.

We believe this proposal will provide the City of Las Vegas with the necessary tools, techniques, knowledge, and discipline to achieve World Class Reliability Status. We look forward to making the journey with you!

CSI is an essential part of Emerson Process Management's Asset Optimization Services; we help deliver your plant's true potential. A complete list of our solutions can be found at (www.compsys.com).

FAILURE DEFENSE PLANNING (FDP)

SCOPE OF WORK

CSI's RBM Designer will develop a Failure Defense Plan for 300 critical pieces of equipment at the City of Las Vegas plant in Las Vegas, NV.

OBJECTIVE

FDP is an engineered process to facilitate maintenance planning for achieving maximum reliability. FDP establishes the significance of systems and equipment to the overall process, based on cost, production, safety, environment, quality, and other business concerns.

The goals of FDP are conceptually similar to those of Classic Reliability-Centered Maintenance (RCM), but more efficient and directed. The process combines comprehensive system and equipment ranking methods, equipment procedural history reviews, personnel knowledge harvesting, and Streamlined RCM Analysis (SRCM) to rapidly provide a balanced selection and prioritization of maintenance tasks for each piece of equipment.

The Failure Defense process is designed to establish the optimum balance of maintenance methods consistent with the equipment-operating context. The multi-level process is flexible and adaptable, ensuring that Maintenance and Operations agree on the approach and the priorities. FDP is readily integrated with a continuing improvement program and provides the foundation for improving reliability and optimizing maintenance efforts.

FAILURE DEFENSE PLANNING

FDP utilizes many of the elements of classical RCM, yet provides an efficient and streamlined approach to systematically establishing the significance of systems and equipment to the production process. FDP identifies and ranks the systems and associated assets, provides a validation of the existing maintenance procedures and assigns the most cost-effective techniques for the maintenance of each piece of equipment. FDP provides the necessary support for work prioritization.

The process is divided into two levels:

Level I	Ranking and Prioritization (System Equipment Reliability Prioritization or SERP)
Level II	Streamlined Reliability Centered Maintenance (Streamlined RCM)

The Results of FDP:

- System definition and ranking of systems by element
- Equipment assignment and ranking
- Revised maintenance procedures
- Continuous improvement plan for critical equipment

Preliminaries:

One of the motivating factors for the FDP process is the desire to foster communication and cooperation between all departments with an interest in the maintenance of equipment, and in particular between production/operations and maintenance. It is, therefore, vital that the process team be selected from a representative cross-section of all interested parties.

The team must include a mix of craft, supervisory and engineering personnel, all of whom have a direct involvement with and "ownership" of the equipment in question. Seniority is not a prerequisite for team membership and, for effective teamwork, issues of seniority and rank must be put aside. Typically, the greatest advantage will be gained by carrying out the initial part of the work, covering the most critical equipment, in a continuous block of effort. Then, the process for less critical equipment can be staged according to other priorities, while still allowing for regular, uninterrupted periods of team activity.

LEVEL I -RANKING AND PRIORITIZATION (SERP)

<u>System & Equipment Reliability Prioritization (SERP)</u> The SERP process is an objective look at physical assets and their impact on Safety/Environment, Cost, Throughput, Quality, Operational Impact, and Probability. CSI in conjunction with City of Las Vegas personnel will conduct a SERP for selected City of Las Vegas assets in order to establish criticality for initial Streamlined RCM validation and to train City of Las Vegas personnel in the SERP process for future use on other systems and equipment. A typical plant facility is divided into distinct operational units. The SERP is applied to each operational unit.

The first stage in the Level I SERP process is to determine the basic *systems* in the unit, where a *system* is a collection of equipment, which works together to provide a specific function in support of the unit's operation. Once the systems have been determined, each piece of equipment is assigned to a unique system.

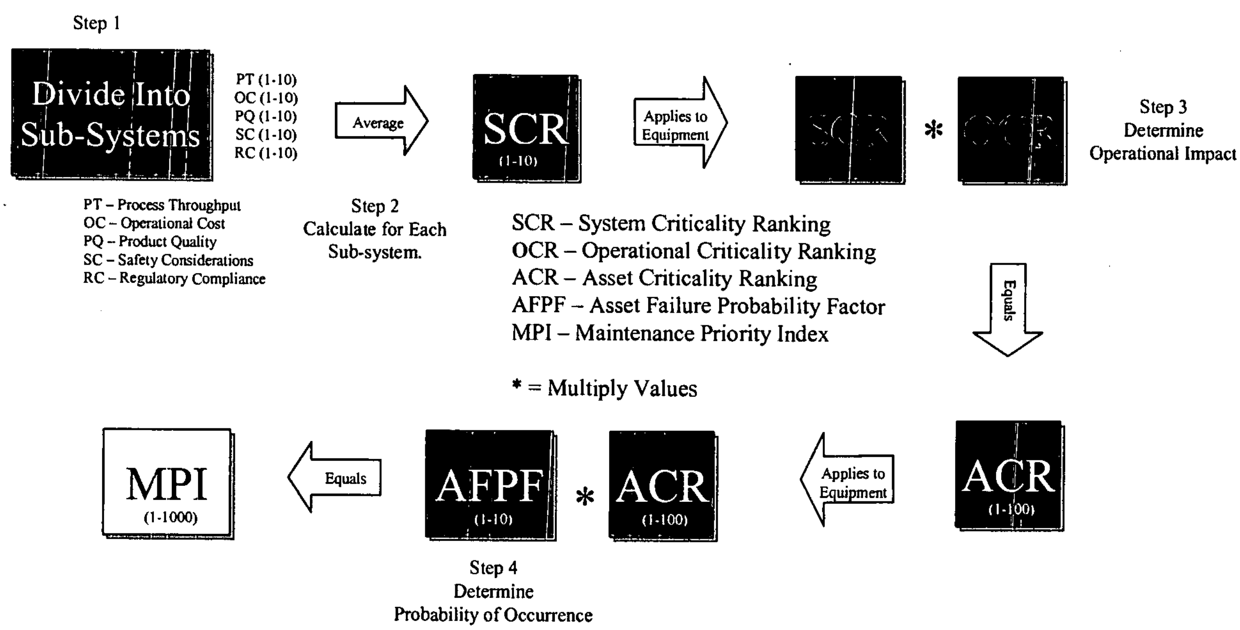
At the second stage, the system's criticality to the unit is gauged with respect to six different aspects of the units operation. The results are combined to provide a **system criticality ranking (SCR)**.

Third, the equipment assigned to each system is ranked with respect to its criticality to the systems' function, giving an **operational criticality ranking (OCR)** for each item.

Fourth, the operational criticality is combined with the systems own criticality to the units operation to produce a single ranking of the equipment with respect to its criticality to the unit's operation, the **asset criticality ranking (ACR)**. The highest ranked equipment forms the basis for a **critical equipment list**, usually limited to 25% of the total equipment.

The fifth stage takes the critical equipment list as its starting point. In this stage, the reliability of the equipment is assessed in broad terms, based upon equipment history, expertise of personnel and interviews with operations, maintenance and engineering staff, at all levels. Reliability is assessed on a numerical scale covering the range from highly reliable (requires little or no attention) to highly unreliable (requires constant attention). This reliability factor (**asset failure probability or AFPF**) is then combined with the equipment ACR to determine the **maintenance priority index (MPI)**. The MPI expresses the urgency and level of the demand placed by the equipment on the maintenance organization, if the unit is to operate successfully.

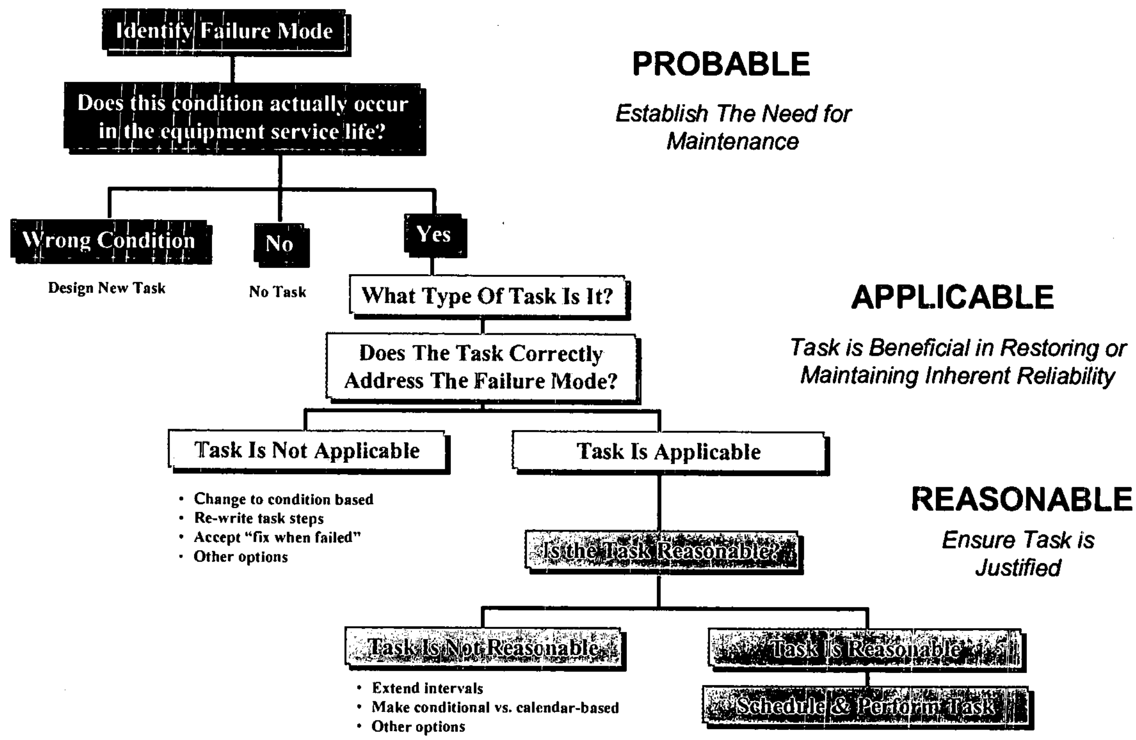
An example of this process flow is as follows:



LEVEL II --STREAMLINED RCM TRAINING & ANALYSIS

As described in the technical approach, a second part to this project is to include a Streamlined RCM effort for the City of Las Vegas.

Streamlined RCM Training/Analysis. CSI will spend approximately 1 week in assimilating the collected information and developing all course materials required to conduct Streamlined RCM Training/Analysis sessions for selected systems. CSI will return to City of Las Vegas for two weeks to conduct CSI's Streamlined RCM Training Course and Streamlined RCM analysis for the selected systems. The following is a Block Diagram of the Streamlined RCM process:



CSI will take 1 week to conduct CSI's Streamlined RCM Training Course and analysis for the selected systems. The time will consist of 1.5 days of Streamlined RCM training and workshops with the remainder being used for task analysis. In the validation of each task the following will be collected:

1. Description of the existing task with periodicity and functions and associated desired standards of performance in its present operating context.
2. In what way(s) it typically fails and the Dominant Failure Mode(s) that causes failure(s) that the maintenance task is intended to prevent.
3. Whether or not the failure mode occurs in the service life of the equipment **(Probable).**
4. Whether or not the occurrence of the Failure Mode(s) is evident to the operator/maintainer under normal operations.
5. The type of maintenance task this is (i.e., life renewal, condition directed, failure finding, servicing or lubrication).
6. Whether or not the task satisfies the rules of applicability for the type task being performed **(Applicable).**
7. Whether or not the task is reasonable based on the effects (what happens) and consequences (how it matters) of the failure(s) (i.e., safety/environment, operations, economics) **(Reasonable).**

8. Recommended improvements based on the analysis above (what should be done to better predict or prevent failure if change is warranted and what can be done if none are available/practical).
9. Justification for the recommendations.

These nine data elements are captured on worksheets during the analysis phase and loaded into a database for historical record and comparison with future analyses in continuous improvement. Besides the short-term savings, the objective of this exercise is to facilitate Maintenance, Operations, and Engineering personnel in the analysis process in order to achieve a better understanding of the need for proper maintenance, buy-in from the City of Las Vegas personnel, and to begin the culture change necessary to sustain the new order of business. The execution of this process results in a revised set of maintenance requirements that can be implemented in any area having the same systems and typically yields a 25-35% reduction in maintenance workload with an associated increase in reliability and availability.

Data Analysis and Procedure Development. Following the Streamlined Training/Analysis, CSI will incorporate the recommended procedure changes into the City of Las Vegas's Preventive Maintenance Program. This will include the generation (electronic) of an RCM database and written revised Preventive Maintenance procedures. The City of Las Vegas Personnel will be responsible for inputting the revised tasks into their Computerized Maintenance Management System (CMMS).

Procedure and Product Delivery. CSI will deliver the revised maintenance procedures, projected Return on Investment (ROI) information, and conduct a debrief meeting explaining its findings and recommendations for implementation.

EQUIPMENT AND TECHNOLOGY (E&T) MATRIX

Data Analysis and Procedure Development Following the Streamlined Training/Analysis, CSI will incorporate the recommended procedure changes and PdM implementation recommendations into City of Las Vegas's Preventive maintenance program. This will include the generation (electronic) of an RCM database and written revised Preventive Maintenance procedures and an Equipment & Technologies matrix outlining the recommended combination of PdM technologies and PM procedures for the prioritized equipment analyzed in Task 2. This phase will take approximately 3 weeks.

The Equipment & Technology (E&T) Matrix is a tool used to manage the Preventive and PdM programs and represents the initial implementation of revised PMs and the various PdM technologies (vibration, thermography, ultrasonics, etc.,) both portable and on-line. The E&T matrix identifies all equipment under consideration and defines the frequency and type of PM/PdM tasks to be applied. Also included are process indicators to be monitored (pressure, temperature, flow, etc.). The optimization efforts in this plan are a "living blueprint" designed to integrate PM and PdM tasks.

The following is an example of a typical E&T Matrix.

	Component Descriptions				Periodic Monitoring					Process Indicators						Cont. Mon.		Elect. Tests		N.D.E.		Preventive Maintenance								
Asset Tag Number	Classification	Type	Local Name	Room Number	Vibration Analysis	Water Analysis	Thermography Analysis	Lube Oil & Fluid Analysis	Acoustics	Temperature	Pressure	Flow	Amps	Starts	Running Hours	Performance Monitoring	Vibration Monitoring	Elec. Motor Stator Testing	Broken Rotor Bar Testing	Borescope or Video Insp.	UT, MT, VT, Metal Density	PM Task Number	Monthly PM Mhrs	Bi-Monthly PM Mhrs	Quarterly PM Mhrs	Semi-Annual PM Mhrs	Annual PM Mhrs	Bi-Annual PM Mhrs	Three or more - Year PM	Total PM Mhrs per Year
	A/C Chiller	Water Cooled	Chiller 1	MECHRM	N1	W1		N3														R-5,M-11					100			100
	A/C Chiller	Water Cooled	Chiller 2	MECHRM	N1	W1		N3														R-5,M-11					100			100
	A/C Chiller	Water Cooled	Chiller 3	MECHRM	N1	W1		N3														R-5,M-11					100			100
	Pump	Centrifugal	Pump 1	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 2	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 4	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 5	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 6	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 7	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 8	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 9	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 10	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 11	MECHRM	N1			N3														P-4,M-11					6			6
	Pump	Centrifugal	Pump 12	MECHRM	N1			N3														P-4,M-11					6			6
	Cooling Tower Cell		Tower 1	ROOF		W1		N3									C					C-9,C10					100			100
	Cooling Tower Cell		Tower 2	ROOF		W1		N3									C					C-9,C10					100			100
	Cooling Tower Cell		Tower 3	ROOF		W1		N3									C					C-9,C10					100			100
	Cooling Tower Cell		Tower 4	ROOF		W1		N3									C					C-9,C10					100			100
																										Total Annual Hours				766

COST INFORMATION

Failure Defense Plan for Las Vegas, NV Plant **$ 34,361**

Failure Defense Plan
PdM-Optimization
Equipment & Technology Matrix

COST SUMMARY

CSI will offer a contract price of **$34,361** for the services described above including any necessary travel and living expenses. *The total amount will be billed upon completion of services.*

Any additional services for the City of Las Vegas should be quoted separately. CSI Services' Standard Terms and Conditions, which are supplied as part of this proposal, apply to all CSI services performed; **however, an agreement about terms and conditions negotiated September 20, 2002 between Clark County Sanitation District and CSI is on file at both locations.** Prices listed are effective for ninety (90) days from the date of this proposal.

PURCHASE ORDER POLICY

CSI requires a copy of all purchase orders prior to processing your order. ***All purchase orders must be made out to Computational Systems, Inc.***, and mailed to the following address: **Computational Systems Inc, 835 Innovation Drive, Knoxville, TN 37932,** or **fax to: (865) 218-1731**.

All checks must be made payable to: ***Computational Systems Inc.*** Our remit to address is: **PO Box 73121, Chicago, IL 60673-7121**.

> Checks and purchase orders made out to Emerson Process Management cannot be accepted and will be returned to sender.

IMPORTANT NOTICE CONCERNING USE RESTRICTIONS

By Agreement with Technology for Energy Corporation d/b/a "ACES Systems" (10737 Lexington Drive, Knoxville, Tennessee 37932, Phone Number: (865) 966-5856; Telecopy: (865) 675-1241, E-mail: sales @ acessystems.com), which sells products and services specifically designed for vibration analysis, balancing or rotor tracking on fixed-wing aircraft, helicopters, launch vehicles, or missiles (or any components or parts thereof), whether "on-wing" or "off-wing" (whether in a test cell, test stand, or otherwise), CSI is prohibited from selling or offering to sell products or services used or intended to be used in any of the foregoing applications. Your acceptance of this quotation and any proposal from CSI and/or products or services shall constitute your agreement that those products and/or services are not intended to be used for any of the foregoing applications under any circumstances. Any such use will void any warranties (including any maintenance agreement) that might otherwise apply to said products and/or services.

THIS QUOTATION CONSTITUTUTES A VALID OFFER ONLY TO THE EXTENT THAT YOU AGREE NOT TO UTILIZE CSI PRODUCTS OR SERVICES IN ANY OF THE FOREGOING APPLICATIONS.

1. **ACCEPTANCE:** This is to acknowledge receipt of your ("Purchase") order for the Computational Systems, Inc.'s ("CSI") goods ("Goods") and/or licensed software and/or firmware which are preloaded, or to be loaded into Goods ("Software") and/or performance of services ("Services"). Performance of any Services or sale of Goods or Software by CSI is expressly conditioned upon the terms and conditions herein. Acceptance of offers to purchase Goods, license Software or perform Services is expressly conditioned upon Purchaser's assent to the terms and conditions contained herein, which assent is acknowledged by Purchaser upon accepting shipment, and shall prevail as the final expression for the parties in the event of conflict.

These terms and conditions take precedence over Purchaser's additional or different terms and conditions, to which notice of objection is hereby given. Neither commencement nor delivery by CSI shall be acceptance of Purchaser's additional or different terms and conditions. CSI expects, and Purchaser acknowledges, that if Purchaser disagrees with the terms contained herein, Purchaser will immediately (i.e. prior to use) return the Goods or Software to CSI or cancel performance of Services before CSI commences the performance of such Services.

2. **PRICES:** Prices for Goods and Software are FOB shipping point and remain in effect for thirty (30) days from quotation date. Prices quoted for Services shall remain in effect for the period stated in CSI's written quotation or proposal for such Services, or, if none is stated, for ninety (90) days after the quotation is given. In all other respects, the quotation and solicitation for offers/orders for Goods, Software or Services may be withdrawn or modified at any time prior to acceptance by CSI.

3. TAXES - DELETED

4. **SHIPMENT:** Shipment shall occur upon delivery of the Goods, Software or other materials by CSI to a carrier at CSI's factory, at which time all title and risk of loss or damage shall pass to Purchaser. CSI shall attempt to make shipment within the time specified by CSI after its acceptance and/or after receipt of full data. Purchaser agrees to furnish complete shipping instructions to CSI within a reasonable period of time before the date such shipment is required to be made.

Notwithstanding any provisions to the contrary in this or other documents related to this transactions, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer a follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the agreed delivery point, for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States.

5. **PAYMENT:** Unless otherwise specified in CSI's quotation and solicitation for offers, payment terms for Goods, Software and Services are net thirty (30) days from the date of CSI's invoice, payable in United States dollars. Purchaser shall be billed monthly for Services performed in the prior month. Upon CSI's failure to receive payment within thirty (30) days, in addition to any other remedies, which CSI may have, it shall have the right to (i) repossess Goods and Software as to which full payment has not been received (ii) suspend further performance under this and/or other agreements with Purchaser, and (iii) terminate this terminate this agreement and/or other agreements with Purchaser, which other agreements CSI and Purchaser hereby amend accordingly. Should Purchaser's financial responsibility become unsatisfactory to CSI, cash payments or security satisfactory to CSI may be required by CSI for future deliveries of Goods or Software or performance of Services. If such cash payment or security is not provided, in addition to CSI's other rights and remedies, CSI may discontinue deliveries of Goods or Software and/or suspend performance of Services without liability. **Note**: only one invoice will be sent.

6. **CANCELLATION AND RETURNED GOODS:** Orders may be cancelled or terminated in writing by Purchaser only upon CSI's notification and upon payment of expenses incurred by CSI in carrying forward the order to date of CSI's termination. If the order or any part thereof has been shipped from the shipping point, the Goods shall be returned only when specifically authorized, and credit for this returned equipment shall be determined by CSI after factory inspection and granted only after prior written authorization from CSI has been given.

7. **LIMITED WARRANTY:**

Hardware Limited Warranty. Purchaser assumes the responsibility for the selection of a particular Good to achieve its intended results, and for the installation, use, and results obtained there from. Subject to the limitations of liability set forth in Section 8, CSI warrants the hardware it manufactures to be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of purchase. CSI's obligation under this warranty shall be limited to the repair or exchange of any part or parts which may prove defective under normal use and service within one (1) year from the date of purchase and which our examination shall disclose to our reasonable satisfaction to be defective.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON CSI's PART, AND CSI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS. BY USING THE GOODS, THE PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON BY HIM WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS HEREIN SOLD.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than CSI's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Purchaser or its agents has supplied specifications, information, representation of operating conditions or other data to CSI in the selection or design of the Goods and the preparation of CSI's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Purchaser, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Purchaser's discovery of any warranty defects within the warranty period, Purchaser notifies CSI thereof in writing, CSI shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Goods found by CSI to be defective. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Purchaser assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Software Limited Warranty: Subject to the limitations in Section 8, CSI warrants the magnetic diskettes upon which Software is furnished, but not the Software itself, to be free from defects in material, and workmanship for a period of ninety (90) days from the date of purchase. Our obligation under the diskette warranty shall be limited to repair or replacement of a defective diskette during the ninety (90) day period. Defective diskettes shall be returned prepaid to CSI for service. CSI reserves the right to determine in its sole discretion whether to repair or replace diskettes.

CSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SOFTWARE, AND IT IS LICENSED "AS IS." THIS LICENSE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY, THAT THE SOFTWARE SHALL BE MERCHANTABLE, AND NO IMPLIED WARRANTY THAT THE SOFTWARE SHALL BE FIT FOR ANY PARTICULAR PURPOSE. BY USE OF THE SOFTWARE, THE PURCHASER ACKNOWLEDGES THAT HE IS NOT RELYING ON CSI's SKILL OR JUDGEMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES ON SOFTWARE WHICH EXTEND BEYOND THE DESCRIPTION HEREOF.

Service Warranty For a period of on (1) year from providing of Services, CSI warrants to Purchaser that Services provided will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. Any analysis of data, subsequent recommendations and other Services will be in accordance with established industry standards and practices, as applicable.

EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, CSI EXTENDS NO WARRANTIES OF ANY KIND TO SERVICES, EQUIPMENT OR MATERIALS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than CSI's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Purchaser or its agents has supplied specifications, information, representation of operating conditions or other data to CSI in the selection or design of the Services and the preparation of CSI's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Purchaser, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Purchaser's discovery of any warranty defects within the warranty period, Purchaser notifies CSI thereof in writing, CSI shall, at its option, repair, correct or re-perform the Services, or refund the purchase price for, that portion of the Services found by CSI to be defective. Failure by Purchaser to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Purchaser's claim for such defects. Services corrected or re-performed during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of performance, whichever is longer.

Equipment Manufactured by Others. Computer equipment and peripherals sold by CSI but manufactured by other companies carries the manufacturer's original warranty, and CSI does not warrant and shall not be liable for equipment or instruments supplied by CSI but manufactured by others.

Purchaser acknowledges that no other representations were made to him or relied upon by him with respect to the quality and function of this product.

8. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION REPLACEMENT, PROPER PERFORMANCE, OR REFUND OF THE PURCHASE PRICE AS NOTED IN SECTION 7. BECAUSE OF THE NATURE OF THE GOODS, SOFTWARE AND/OR SERVICES AND THE CIRCUMSTANCES PECULIAR TO IT OR THEM, THE PURCHASER ACKNOWLEDGES THAT THE EXCLUSION OF REMEDIES IS NEITHER UNREASONABLE NOR UNCONSCIONABLE.

CSI SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL CSI's LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC GOODS, SOFTWARE AND/OR SERVICES PROVIDED BY CSI GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. PURCHASER AGREES THAT IN NO EVENT SHALL CSI's LIABILITY TO PURCHASER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue cost of capital or loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by CSI with respect to the use of the Goods, Software or in connection with the Services is given without charge, and CSI assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Purchaser's risk.

9. **PATENTS AND COPYRIGHTS:** Subject to the limitations of liability set forth in Section 8, above, CSI warrants that the Goods sold, except as are made specifically for Purchaser according to Purchaser's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Purchaser promptly notifies CSI of any claim or suit involving Purchaser in which such infringement is alleged and cooperage fully with CSI and permit CSI to control completely the defense, settlement or compromise of any such allegation of infringement. CSI's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to CSI's specifications and instructions (i) of such Goods or (ii) of any combination of Goods acquired from CSI in a system designed by CSI. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by CSI, CSI shall have the right, at its option and expense, to procure for Purchaser the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant a CSI credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, CSI may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability.

10. **CATALOGUE AND SPECIFICATION ILLUSTRATIONS:** The illustrations and engravings in CSI's catalogues and specification sheets are intended to show the general features of the product materials, but CSI reserves the right to supply products and materials of latest design and manufacture and does not warrant that products will conform to either samples or illustrations.

11. **RECCOMENDATIONS**
It is understood that Contractor will be providing its consulting services in good faith and in reliance on information provided by the City with regard to its existing maintenance procedures and potential capabilities and priorities. While Contractor will provide its recommendations to City in good faith and based on its business judgment, it is understood and agreed that it is ultimately up to the City to accept or reject, in whole or in part, any such recommendation and that the specific manner of implementation, if any, is solely up to the City. Also, it understood that the Contractor will be assisting City and performing a function normally within the responsibilities of a body politic in Nevada, namely maintaining and operating a public waste treatment facility, and as such it is Contractor's intent to be availed the protections of an "immune contractor" to the greatest extent afforded under Nevada law.

12. **FORCE MAJEURE:** CSI shall not be liable for delays in performance or for non-performance due to acts of God, acts of Purchaser; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond CSI's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by CSI upon notice to Purchaser in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If CSI determines that its ability to supply the total demand for the Goods, Software or Services, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth above, CSI may allocate its available supply of the Goods, Software labor or such material (without obligation to acquire other supplies of any such Goods, Software, labor or material) among its purchasers on such basis as CSI determines to be equitable without liability for any failure or performance which may result there from.

13. **EXPORTING/ RE-EXPORTING OF GOODS TO RESTRICTED COUNTRIES:** The Purchaser certifies that the neither Goods nor Software will be exported and/or re-exported to a country where export is prohibited by the United States Government or where the Goods or Software are currently under governmental restrictions. Notification of destination and end user is required of all product scheduled for overseas shipment.

14. **PROPERTY INFORMATION AND COPYRIGHT:** Any data supplied by CSI is for use in support of its manufactured and supplied Goods, Software and/or Services only. Reproduction or use of supplied data for any other purpose is prohibited, except with the express written permission of CSI. Any Software supplied is copyrighted. The Purchaser may copy the Software for backup or modification purposes in support of Purchaser's use of the Software only.

15. **LICENSE:** CSI grants to Purchaser a non-exclusive royalty free license to use CSI Software on one computer at any one time. A separate license(s) is required for each additional computer on which the Software will be used. The Software may be transferred to other computers provided it is first deleted from the previous computer upon which the Software was loaded. All right, title, and interest in and to the Software shall at all times remain the sole and exclusive property of CSI. Violation of these terms immediately terminates said license.

16. **USE RESTRICTIONS:** PURCHASER ACKNOWLEDGES AND AGREES THAT NONE OF THE GOODS, SOFTWARE AND/OR SERVICES BEING ACQUIRED BY PURCHASER, DIRECTLY OR INDIRECTLY, SHALL BE USED UNDER ANY CIRCUMSTANCES FOR VIBRATION ANALYSIS, BALANCING OR ROTOR TRACKING ON FIXED-WING AIRCRAFT, HELICOPTERS, LAUNCH VEHICLES, OR MISSILES (OR ANY COMPONENTS OR PARTS THEREOF), WHETHER "ON-WING" OR "OFF-WING" (WHETHER IN A TEST CELL, TEST STAND, OR OTHERWISE). PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SUCH USE WILL VOID ANY WARRANTIES, INCLUDING ANY MAINTENANCE AGREEMENT AND ANY WARRANTIES GRANTED HEREIN, THAT MIGHT OTHERWISE APPLY TO SAID GOODS, SOFTWARE AND/OR SERVICES.

17. **GOODS, SOFTWARE AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS:** Purchaser accepts Goods, Software and Services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or user and to defend, indemnify and hold harmless CSI from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that CSI's liability is based on negligence or strict liability. All CSI goods, software and services are manufactured and sold as "Commercial Grade Items".

18. **SOFTWARE UPDATES:** CSI agrees to provide Purchaser, at no charge except for media, preparation and shipping charges, for (1) year from the date of purchase, updates to the Software made at the sole discretion of CSI. Should Purchase desire to purchase Software maintenance for the next succeeding year following the first year from the date of purchase, and thereafter on an annual basis, and if CSI is still providing maintenance, Purchaser may purchase the same, annually, at the existing rate.

19. **TECHNICAL INFORMATION:** CSI's technical information (including, without limitation, drawings, photographs, specifications, operational data, prototypes, designs and bills of material) furnished by CSI to Purchaser in connection with this agreement are the property of CSI and CSI retains all rights, including without limitation, intellectual property rights of all kinds and exclusive rights of use, licensing and sale. Possession of such technical information shall not convey to Purchaser any rights or license and Purchaser shall return all copies (in whatever medium) of such technical information to CSI immediately upon request therefore. Purchaser shall maintain all such technical information in strict confidence, shall not disclose such technical information to any third party and shall not use such technical information for any purpose other than in connection with this agreement. Purchaser shall restrict access to such technical information to those of its employees who have a need to know and who are bound by the terms of their employment with Purchaser to maintain such technical information in confidence and refrain from using the same for their own benefit.

20. **RESTRICTIONS ON RESALE:** Goods are sold hereunder for Purchaser's use or resale to customers of Purchaser that are not in the business of reselling the Goods. Purchaser is not authorized to appoint any distributors or resellers of the Goods.

21. **PURCHASER RESPONSIBILITIES:** Purchaser shall provide CSI ready access to the site where Services are to be performed and adequate workspace and facilities to perform same as provided in these CSI terms and conditions. Purchaser shall not require CSI or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Purchaser shall inform CSI, in writing, at the time of order placement, of any known

hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide CSI with any applicable Material Data Safety Sheets regarding same. Purchaser shall appoint a representative familiar with the site and the nature of the Services to be performed by CSI to be accessible at all times that CSI personnel are at the site. CSI shall not be liable for any expenses incurred by Purchaser in removing, replacing or refurbishing any Purchaser equipment or any part of Purchaser's building structure that restricts CSI access. Purchaser personnel shall co-operate with and provide all necessary assistance to CSI. CSI shall not be liable or responsible for any work performed by Purchaser.

22. <u>DELAY IN PERFORMANCE OF SERVICES:</u> CSI shall not be liable or responsible for cost, expense, or damage due to a delay in performance of Services or other obligations when such delay is due to causes beyond CSI's reasonable control, including, but not limited to, natural disasters, acts of government, power failure, acts of God, labor disputes, acts of war, or material or transportation shortages.

23. <u>SOLICITATION OF CSI's EMPLOYEES:</u> Purchaser agrees not to solicit, hire or otherwise engage any employees of CSI that provide Services to the Purchaser for a term of six months beginning from the time the last Services were performed by that CSI employee. The parties agree that any resulting damages from a violation of this provision would be difficult to calculate. Thus the parties have agreed that in the event of such a violation, CSI will be entitled to liquidated damages of thirteen (13) forty-hour weeks at that employee's billing rate to the Purchaser or $50,000 US, whichever is less.

24. <u>SERVICE RATES:</u> Predictive Maintenance services/consultation will be supplied at the quoted price for Service within the United States. Payable by the Purchaser of such Services in U.S. currency. Travel expenses are described in Sections 27 and 28 below and are in addition to the quoted Service.

25. <u>WORKDAY DEFINED:</u> The above charges are for a standard eight (8) hour working day. Time and one-half will be charged for Saturdays and all time over eight (8) hours for a regular day. Service time will include all elapsed time worked from the time the representative leaves his headquarters, or another Purchaser's plant, until either his return to his headquarters, or departure for another Purchaser's plant.

a) Regular working hours are 8:00 a.m.-5:00 p.m., Monday through Friday with one hour for lunch unless twenty-four (24) hour coverage is in effect. Other starting and stopping times will be observed by CSI representatives upon request from the Purchaser as long as the total time does not exceed 8 hours per day.
b) Overtime considerations are not included in the quote and will be considered both requested and billable any time service work extends past eight (8) hours per day as long as the Purchaser does not stop the service session.
c) Time and one-half rate will be charged for all time-spent working or traveling in excess of eight hours per normal working day and anytime on Saturdays.
d) Double time rates will be charged for all time-spent working or traveling on Sundays and designated public holidays, applicable in the country of service delivery.

26. <u>CHARGES FOR SERVICE:</u> Charges for Service over and above the original purchase order are due and payable upon receipt of an invoice for same by the Purchaser. The applicable rate in effect at the time the Service is performed will be used for billing. CSI reserves the right to discontinue further Service until all such outstanding invoices are paid.

27. <u>TRAVEL CONSIDERATIONS:</u> CSI service personnel will travel to and from their respective offices to the job site during normal working hours only. Any request for a service technician to report on a job site at such time whereby travel outside normal working hours would be required must be made in writing prior to the departure of the service technician from Knoxville. Any such travel outside normal working hours shall be billed at the applicable overtime rate.

28. <u>SUBSISTENCE AND OTHER TRAVEL EXPENSES:</u> Compensation shall be all-inclusive and no additional charges (e.g. overtime, travel time, meals, lodging, etc.) shall apply when the above Services are so provided either "on-site" (e.g. Las Vegas, NV) or "off-site." (e.g at a location other than Las Vegas, NV).

29. <u>PERSONNEL AVAILABILITY:</u> Any on-site assistance by CSI personnel shall be subject to the availability of such personnel. On new unit projects, both domestic and foreign, CSI should be notified of the requirements approximately ninety (90) days prior to the expected startup date. The name and title of a single authority responsible for securing and releasing service personnel should be provided. Domestic Service requires a minimum of two (2) weeks' notification prior to the requested report date. On Foreign Service, thirty (30) days' prior notice is required for clearance of passports, inoculations, etc.

30. <u>MAXIMUM WORKWEEK:</u> No service representative shall be required to work over seventy (70) hours in any calendar week. If on-site conditions are such that additional coverage is required, CSI, at its option, may elect to supply additional manpower with the Purchaser's approval and at the Purchaser's expense, for such periods of time that both parties deem reasonable.

31. <u>CALL OUT TIME:</u> A minimum billing of four (4) hours at applicable overtime rate will be charged for items in excess of the regular working hours when the service representative has left the job site. After working a normal eight (8) hour day, reasonable requests for work outside the regular working hours will be honored, subject to personnel availability and adequate notice.

32. <u>STANDBY TIME:</u> CSI reserves the right to levy a $40 per hour charge for standby time. Standby time is defined as that time a CSI representative is off the job site after normal working hours but is required to be available for call out if requested.

33. <u>ENTIRE CONTRACT:</u> This writing constitutes the entire agreement and understanding between the parties as of the date of acceptance by CSI and shall not thereafter be modified in any way except in writing by an authorized CSI representative. No waiver of these terms and conditions shall be binding upon CSI unless made in writing and signed by CSI. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by CSI's receipt, acknowledgement or acceptance or purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

34. **APPLICABLE LAW:** The foregoing Statement of General Terms, Conditions, and Warranties, and the validity, interpretation, and enforcement hereof, will be governed by the substantive laws of the State of Nevada, No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The Convention for the International Sales of Goods shall not apply to this Agreement.

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
PURCHASING AND CONTRACTS

"City"

ATTEST:

Barbara Jo Ronemus

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. [illegible] 10-8-03

Date

COMPUTATIONAL SYSTEMS, INC.

Scott Kuffer

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of revision number two to purchase order 216081 for paging services - Department of Information Technologies - Award to: METROCALL, INCORPORATED ($10,000 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $10,000
[X]	Budget Funds Available	**Dept./Division:** Information Technologies
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

On November 2, 2002, a purchase order was issued in the amount of $23,500 for paging services under a joinder agreement through State of Nevada RFP #1005. Due to an increasing need for paging services to accommodate various departments and the City's Broadcast and Select Alert Systems, an additional $10,000 will be needed through the current expiration date of November 30, 2003, for a revised annual amount of $33,500.

PCC: G. Leaf
POC: Henry Owens - (800) 752-2337

RECOMMENDATION:

That the City Council approve revision number two to purchase order 216081 for paging services to Metrocall, Incorporated in the amount of $10,000, for a revised annual amount of $33,500.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to contract with Lumenos as provider for Consumer Driven Health Care as a third option to the City Health Insurance Plan (CHIP) and Health Plan of Nevada (HPN)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Human Resources
[ ] Augmentation Required	**Funding Source:**	Self-Insurance Internal Service Fund

PURPOSE/BACKGROUND:
The City of Las Vegas currently offers two medical programs to its employees. The City Health Insurance Plan (CHIP) is a Preferred Provider Organization (PPO) plan, and Health Plan of Nevada (HPN) which is a Health Maintenance Organization (HMO). The Insurance Committee has recommended a third option, a Consumer Driven Health Plan (CDHP) to be offered by Lumenos.

RECOMMENDATION:
Approve the option of the CDHP to be offered by Lumenos.

BACKUP DOCUMENTATION:
1. Letter from Don King, Chairman of the Insurance Committee, dated September 26, 2003.
2. Frequently Asked Questions About the Lumenos Program.

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

September 26, 2003

Mr. Steve Miller, Employee Benefits
Administrator
City of Las Vegas
Department of Human Resources
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Miller:

As you are aware the Insurance Committee, jointly made up of members of the LVCEA and the City of Las Vegas Management met on September 23, 2003 to make some final recommendations on what should occur in regards to the Medical Insurance Plan provided to our employees. Over the past couple of months the Committee has looked at a number of options to see if we could come up with some sort of reasonable plan to slow down the rising cost of our medical insurance and to have the employees take a more aggressive role in managing their health care.

At the September 23, 2003 meeting the committee decided to offer three medical programs for the 2004 calendar year. Those programs consist of the current Health Plan of Nevada program, the current CHIP (City Health Insurance Plan) with some modifications in benefit levels and additions of deductibles, and to offer a new program concept "Consumer Driven Health Care". The Committee selected Lumenos to be the provider of the new Consumer Driven Health Care program. Further, the Committee unanimously agreed that an extensive employee educational program would be needed to accomplish the objective of having the employees to take a more aggressive role in managing their health care program.

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

The Committee directed you to obtain cost information from Salt Lake City, Southern California, and Las Vegas on bariatric surgery. Depending upon this information the committee may recommend putting some type of reimbursement program to assist employees in this area.

Please do not hesitate to contact me should you have any questions or concerns regarding this document or the decisions rendered by the Insurance Committee.

Sincerely,

Donald W. King

Donald W. King, Chair
Insurance Committee

Lumenos
Health Care Enlightened

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), dated March 1, 2004 ("Effective Date") is made by and between City of Las Vegas, Nevada ("Plan Sponsor"), and Lumenos, Inc., a Delaware corporation ("Lumenos").

WHEREAS, Plan Sponsor has established the employee benefit plan ("Plan"), a self-funded medical expense reimbursement plan, for the benefit of its eligible employees and dependents; and

WHEREAS, Lumenos is in the business of providing administrative services in connection with such plans, and the Plan Sponsor desires to engage Lumenos to perform the services enumerated herein below with respect to the Plan.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

I. PLAN

1.1 **Plan Document**. All services to be provided by Lumenos hereunder shall be performed pursuant to the provisions of the Plan Document, as amended. The Plan Document and any amendments thereto shall be deemed to form part of this Agreement for such purpose. The Plan Sponsor acknowledges and agrees that although Lumenos may assist the Plan Sponsor with the drafting and adoption of the Plan Document and any amendments thereto, the role of Lumenos in connection with the Plan Document is advisory only and Lumenos shall have no responsibility with respect to the Plan Document or with respect to the preparation or validity of the Plan Document. The Plan Sponsor has provided Lumenos with a copy of the Plan as in effect on the date hereof and shall provide Lumenos with a copy of any amendment to the Plan as soon as practicable following its adoption.

1.2 **Interpretation of the Plan**. The Plan Sponsor shall be the final arbiter as to the interpretations of the Plan and as to the payment of benefits thereunder. Lumenos shall consult with the Plan Sponsor in the event extraordinary benefit matters arise, in the event that administration of claims requires an interpretation of the written terms of the Plan or in the event that a claim requires anything other than a routine, ministerial application of the terms of the Plan. In the event an exception is to be made, the Plan Sponsor will notify Lumenos in writing of such exception.

II. SCOPE OF RELATIONSHIP

2.1 **Agency**. In performing the services hereunder, Lumenos is acting solely as the agent of the Plan Sponsor, and the respective rights of the parties shall be determined in accordance with the laws of agency.

2.2 **Fiduciary**. Lumenos is not and shall not be deemed to be a fiduciary of the Plan. Nor shall Lumenos be considered to be the "Plan Administrator" for purposes of ERISA. Rather, the duties of Lumenos hereunder are ministerial in nature; and this Agreement shall not be deemed to confer or delegate any discretionary authority or discretionary responsibility in the administration of the Plan.

2.3 **Communications**. Lumenos shall be entitled to conclusively rely upon any written or oral communication from the individual designated by the Plan Sponsor.

2.4 **Third Party Beneficiaries**. This Agreement is between Lumenos and the Plan Sponsor, and does not create any rights or legal relationships between Lumenos and any of the participants or beneficiaries under the Plan.

III. DUTIES OF LUMENOS

3.1 **Services.** Lumenos shall provide those administrative, claims, and Web-related services set forth on Attachment A hereto with respect to Plan Sponsor's active employees and retirees who select the Lumenos program and their dependents. The parties acknowledge that Lumenos will not provide treatment to any of the participants or beneficiaries under the Plan, and that the final responsibility for all decisions concerning the provision of treatment will rest with the treating provider and the participants or beneficiaries under the Plan.

3.2 **Practices and Procedures**. In performing such services, Lumenos shall employ its standard practices and procedures, whether written or otherwise; provided, however, such performance shall be subject to the provision of this Agreement, including, but not limited to Section 1.2.

3.3 **Confidentiality of Personal Information**. Lumenos shall take all reasonable precautions to prevent disclosure or use of the data and records, including confidential personal information, maintained by Lumenos in connection with the Plan, except to the extent that disclosure is required by law.

3.4 **Records and Files**. Lumenos shall establish and maintain a recordkeeping system concerning the services to be performed hereunder. Lumenos shall maintain claims records for seven (7) years following receipt of the claim. All such records, including an accumulator report and member eligibility listing of such, and all hard copy files shall be the property of the Plan Sponsor and shall be delivered to the Plan Sponsor upon termination of this Agreement, subject to the right of Lumenos to copy and retain all or any of such records as it deems in its interest to do so. Subject to personal health information confidentiality requirements, all such records shall be available for inspection by the Plan Sponsor at any time during normal business hours at the offices of Lumenos upon reasonable prior notice.

3.5 **Reports**. Lumenos shall provide the following reports to the Plan Sponsor:

(a) check register (monthly);

(b) bank reconciliation and transaction summary (monthly);

(c) claims lag reports (monthly); and

(d) standard Lumenos claim/account reports summarizing Plan's operation during the preceding year and cost estimates and guidelines for the ensuing year (quarterly).

3.6 **Recovery of Payment**. In the event payment is made to or on behalf of an ineligible employee or dependent or that a payment is made in excess of the amount properly payable, Lumenos shall:

(a) promptly advise in writing the Plan Sponsor of such event; and

(b) make a minimum of three demands with respect to the participant in writing for the return of such payment or overpayment and report the result of such effort to the Plan Sponsor.

Lumenos shall have no further obligation with respect to any such payment or overpayment, except that Lumenos is hereby authorized to offset against any unpaid claim of such ineligible employee or ineligible dependent unless advised otherwise by the Plan Sponsor.

IV. DUTIES OF PLAN SPONSOR

4.1 **Account**. The Plan Sponsor shall establish in its or its nominee's name, a benefit plan account ("Account") with a bank and shall maintain in the Account an amount that will be sufficient at all times to fund the checks written on it for payment of Plan benefits and such Plan-related expenses and fees and expenses as described herein ("Plan-Related Expenses"). The Account will be funded through a zero balance account arrangement where funds are made available as checks clear. Other funding arrangements requiring advance approval of disbursements or requests for funds will require an additional charge from Lumenos. The Plan Sponsor shall be responsible for any charges and fees associated with opening and maintaining the Account. The Plan Sponsor shall give Lumenos check-writing authority with respect to the Account and Lumenos shall issue checks from the Account for the payment of Plan-Related Expenses and Plan benefits in accordance with Lumenos' duties as described in Article III. In the event that sufficient funds are not available in the Account to pay all Plan benefits and Plan-Related Expenses when due, then Lumenos shall cease to process claims under this Agreement. The insufficiency of the Account to pay Plan-Related Expenses shall not relieve the Plan Sponsor of the obligation to pay such Plan-Related Expenses.

4.2 **Eligibility**. The Plan Sponsor shall make all determinations of eligibility to participate in the Plan and shall furnish eligibility information to Lumenos at least monthly as further specified below. In determining any individual's right to benefits under the Plan, Lumenos shall rely upon eligibility information furnished by the Plan Sponsor or its designee. The parties understand that the effective performance of this Agreement by Lumenos requires that Lumenos be advised on a timely basis by the Plan Sponsor during the continuance of this Agreement of individuals eligible for benefits under the Plan. Such information shall identify the effective date of eligibility and the termination date of such eligibility and shall be provided promptly to Lumenos in a form and with such other information as reasonably may be required by Lumenos for the proper administration of the Plan. The Plan Sponsor covenants that its eligibility determinations shall be in accordance with the terms of the Plan. If the Plan Sponsor or its designee fails to provide Lumenos with accurate eligibility information in such format and at such time as may be reasonably designated by Lumenos, Lumenos shall have no liability whatsoever under this Agreement for any act or omission by Lumenos, or its employees, affiliates, subcontractors, agents or representatives, which is directly or indirectly caused by such failure.

4.3 **Appeals of Benefit Denials**. The Plan Sponsor shall receive and decide all appeals of claims for which Lumenos has denied benefits.

4.4 **Identification of Plan Requirements.** Plan Sponsor will provide to Lumenos copies of all documents constituting the Plan as well as a summary. Such summary shall include a detailed description of covered services and information regarding any applicable co-payments and deductibles. Plan Sponsor shall regularly update this summary and provide Lumenos thirty (30) days written notice of any change in the Plan. Should such an amendment to the Plan be made by Plan Sponsor, Lumenos shall have the right to terminate this Agreement upon ninety (90) days' written notice to Plan Sponsor.

4.5 **Grant of Authority to Lumenos.** Plan Sponsor hereby appoints Lumenos as its agent for the sole and limited purpose of performing the claims and administrative services under this Agreement.

4.6 **Delay in Furnishing Information**. Lumenos will not be responsible for delay in the performance or nonperformance of services caused by or contributed to in whole or in part by the failure of Plan Sponsor to furnish any required information promptly.

4.7 **Fees**. The Plan Sponsor agrees to pay to Lumenos the fees set forth on Attachment B by the end of the month during which services are rendered. Lumenos shall provide notice of any adjustments to its fee for subsequent years 30 days prior to the notice period specified in Section 5.2 (a), below.

4.8 **Taxes and Other Assessments**.

(a) The Plan Sponsor is a tax-exempt municipality and not subject to federal, state or local tax obligations.

(b) **Tax Liability**. It is agreed that nothing in this Agreement will be deemed to confer on Lumenos any responsibility for any federal, state or local tax liability which may be imposed upon Lumenos, the Plan Sponsor, trust, administration, fiduciary or any participant or beneficiary of the Plan. However, Lumenos shall be responsible to pay all appropriate federal, state and/or local taxes for the PEPM revenue generated under this Agreement.

4.9 **Liability for Benefits**. Payment of benefits under the Plan is the liability of the Plan Sponsor and Lumenos has no duty or obligation to use any of its funds for the payment of such benefits. Both parties recognize that this specifically includes Medicare Secondary Payer Claims, even though such claims may not be specifically allowed by Plan language or may be time-barred under the terms of the Plan.

4.10 **Exclusivity.** Plan Sponsor will work exclusively with Lumenos in developing its employee benefits programs in the consumer-directed healthcare area.

4.11 **Massachusetts and New York and Pool Payments**. The parties understand and agree that the Massachusetts Uncompensated Care Trust Fund under Gen. Laws ch. 118G, § 18 and the New York Health Care Reform Act of 1996 requires all payors to finance indigent care and health care initiatives pools through surcharges ("Surcharges") added to certain general hospital services, including certain covered services which are inpatient and certain outpatient services. The parties further understand that, to the extent applicable, the Plan has elected to and will make all Surcharge payments through Lumenos directly to the appropriate pools administered by the respective states based upon the paid claims data supplied to the Plan in accordance with this Agreement.

V. TERM OF AGREEMENT

5.1 **Term.** Unless terminated as provided herein, this Agreement shall be for an initial term beginning on the Effective Date, shall apply to the Plan year from March 1, 2004 through December 31, 2004, and shall remain in effect for successive one year terms thereafter. Administrative service fees for terms after the initial term shall be agreed upon by the parties, in writing, in advance of the term to which they apply.

5.2 **Termination.**

(a) **By Notice**. Either Party may terminate this Agreement upon an anniversary date by giving ninety (90) days prior written notice to the other party.

(b) **By Default in Payment Obligation**. This Agreement shall terminate immediately and without notice should Plan Sponsor or other party responsible for paying Lumenos' administrative fee default in payment of the fee to Lumenos when due.

(c) **By Default**. Should either party default in the performance of any of the terms or conditions of this Agreement other than the payment obligation referred to in the paragraph immediately above, the other party shall deliver (personally or by certified mail) to the defaulting party written notice thereof specifying the matters in default. The defaulting party shall have thirty (30) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such thirty-day period, this Agreement shall terminate on the thirtieth day after the receipt of the notice by the defaulting party.

(d) **By Law**. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

5.3 **Effect of Termination**. As of the effective date of termination of this Agreement, Lumenos shall have no further duties of performance hereunder. This period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from Lumenos to the Plan Sponsor or to such person as the Plan Sponsor may designate in writing. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Notwithstanding the foregoing, Lumenos shall perform the administrative services under this Agreement for run out claims that relate to charges for services and/or supplies that were incurred prior to the termination of this Agreement, as long as the request for benefits is received within 12 months after the date when the claim was incurred. Plan Sponsor shall pay Lumenos a fee of ten dollars ($10.00) per claim for such run out claims processing which amount shall be due to Lumenos from the Plan Sponsor on a monthly basis.

VI. PROPRIETARY AND CONFIDENTIAL INFORMATION

6.1 **Trademarks, Logos**. Neither party shall use the name, logos, trademarks or service marks of the other without the other's prior written consent, except that Lumenos may include Plan Sponsor in its listing of clients and Plan Sponsor may use Lumenos in its Plan materials.

6.2 **Proprietary Information.**

(a) All such information relating to a party or a party's business, services or products furnished to the other is "Proprietary Information" belonging to that party, including manuals, procedures, processes and information related to its services which are proprietary in nature and which constitute trade secrets, except for any information that (i) is or becomes known to the general public under circumstances involving no breach by the receiving party or others of the terms of this paragraph, (ii) is generally disclosed to third parties, (iii) is approved for release by written authorization of the disclosing party, or (iv) is developed by the receiving party independent of any information furnished under this paragraph.

(b) All Proprietary Information is and shall be the sole and exclusive property of the disclosing party. Unless otherwise agreed to in writing between the parties or otherwise required by law, each party will (i) keep the other party's Proprietary Information confidential and not disclose or reveal any such Proprietary Information to any persons or entities, and (ii) not use Proprietary Information for any purpose other than in connection with their relationship. Lumenos recognizes that the Plan Sponsor is a public agency that is subject to public record requests. As such, the Plan Sponsor shall notify Lumenos of any public record request concerning Proprietary Information and Lumenos can approve or disapprove the request. If Lumenos disapproves the public record request and the matter goes to court, Lumenos shall be responsible to defend the entire court action on behalf of the City and fully indemnify the City for all costs and attorney fees.

(c) Except as discussed above, unless mutually agreed or otherwise required by law, neither party will disclose to any person or entity any information relating to parties' relationship, or the terms, conditions or other facts relating thereto or to this Agreement. In the event the parties decide to terminate their relationship, each party shall promptly return to the other party all of the other party's Proprietary Information.

6.3 **Use in Marketing Materials.** From the date of this letter, each party may refer to the parties' contractual arrangement in pre-approved marketing, referencing one another on and through websites and associated marketing efforts.

VII. INDEMNIFICATION AND INSURANCE

7.1 **Plan Sponsor Indemnification**. Lumenos agrees to indemnify the Plan Sponsor and hold it harmless from and against any and all claims, losses, liabilities, damages and expenses incurred by the Plan Sponsor, including court costs and attorneys' fees, to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon Lumenos's intentional, willful, reckless or negligent acts or omissions in the performance of its duties under this Agreement.

7.2 **City Responsibility**. The City will be responsible up to the applicable statutory limits for its own actions to the extent it is required to perform under this Agreement.

7.3 **Notice**. Lumenos and Plan Sponsor will promptly notify one another of any complaint or litigation of which each becomes aware in connection with any transaction covered by this Agreement. Within forty-eight (48) hours of receipt, each will forward to the other any notice of litigation or document referencing litigation or any complaint letter from any state insurance department or other governmental body.

7.4 **Defense of Litigation**. Each party shall be responsible at its own expense for defending itself in any litigation brought against it, whether or not the other party hereto is also a defendant, arising out of any aspect of activities engaged in connection with this Agreement.

7.5 **Insurance**. Lumenos shall maintain insurance coverage to insure it against any claim for damages arising out of any acts or omissions, directly or indirectly, in connection with such party's obligations in connection with this Agreement. Such coverage shall not be less than $1,000,000 per occurrence and $5,000,000 aggregate.

VIII. GENERAL PROVISIONS

8.1 **Entire Contract**. This Agreement, together with any Attachments, Exhibits, and Amendments appended hereto, constitutes the entire Agreement between the parties. No representation, understanding or agreements which are not expressly contained herein shall be binding or enforceable. No modification of the terms or provisions of this Agreement shall be effective unless evidenced by written amendment hereto, signed by an authorized officer of both the Plan Sponsor and of Lumenos.

8.2 **Record Maintenance and Inspection**

(a) Lumenos shall prepare and maintain all appropriate records on Eligible Beneficiaries receiving Covered Services from Providers. The records shall be maintained in accordance with prudent record-keeping procedures and as required by law.

(b) Lumenos agrees to allow Plan Sponsor reasonable review of any data and other records it maintains on Plan participants that relate to this Agreement. Plan Sponsor shall have full access to records relating to billing, payment and assignment, and access to medical records to the limited extent necessary to enable Plan Sponsor to audit Lumenos's performance of its obligations under this Agreement. Such review shall be allowed upon reasonable notice during regular business hours and shall be subject to all applicable laws and regulations concerning the confidentiality of such data or records.

8.3 **Right of Audit**. Each party shall have the right upon reasonable notice at all reasonable times to audit and examine the records of the other insofar as such examination relates to and is limited by transactions relating to this Agreement. Such right may be exercised through any agent or employee of such party or by an independent public accountant designated by such party. The party conducting the examination will bear all expenses of the examination.

8.4 **Disputes**. Any controversies or claims between Plan Sponsor and Lumenos arising out of or relating to this Agreement may be settled by arbitration before a single arbitrator chosen by designated corporate officers of Lumenos and Plan Sponsor. If these officers cannot agree upon an arbitrator, the American Arbitration Association may select a single arbitrator. The commercial rules of the American Arbitration Association shall be followed in either case. The determination of the arbitrator shall be final and binding, and judgment upon the arbitrator's determination may be entered in any court having jurisdiction thereof. The parties shall bear their own costs of arbitration. Nothing contained in this provision shall be construed to give any eligible beneficiary any rights to arbitrate any dispute with Plan Sponsor or Lumenos regarding benefits payment or any other matter related to administration of the Plan.

8.5 **Relationship of Parties**. The relationship of the parties under this Agreement shall be that of independent contractors. Neither shall have any claim under this Agreement or otherwise against the other party as a joint venturer or partner.

8.6 **Waivers**. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right or condition. Waiver by either party of any default shall not be deemed a waiver of any other default.

8.7 **Compliance with Law.** The parties hereto shall comply with all applicable laws and regulations in their performance under this Agreement.

8.8 **Headings**. Article, section or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.9 **Severability**. If any provision or any part of a provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

8.10 **Force Majeure**. Lumenos shall not be liable for any failure to meet any of the obligations or provide any of the services and/or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Lumenos, its employees, officers, or directors. Such contingencies include, but are not limited to, acts or omissions of any person or entity not employed or reasonably controlled by Lumenos, its employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations, whether valid or invalid.

8.11 **Assignment and Subcontracting**. Neither Lumenos nor the Plan Sponsor may assign any right, interest, or obligation hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld. However, Lumenos without obtaining consent or affording prior notice may assign any right, interest or responsibility under this Agreement to any of its subsidiaries or affiliates, or to any entity that accedes to it by reason of merger or consolidation. Nonetheless, Lumenos shall provide the Plan Sponsor with notice of the assignment within seven (7) days after completion. The Plan Sponsor reserves the right to terminate this Agreement if it does not approve of the third-party assignment. This Section 8.11 shall not prevent Lumenos from subcontracting specific obligations pursuant to this Agreement, provided that Lumenos remains responsible to the extent set forth herein for the provision of the subcontracted services to the Plan Sponsor.

8.12 **Notices**. Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and either (i) delivered in person, (ii) delivered to an agent, such as an overnight or similar delivery service, or (iii) deposited in the United States mail, postage prepaid, and addressed as follows:

To Lumenos:

1725 Duke Street, Suite 400
Alexandria, VA 22314-3457
Attention: President
Telephone: (703) 236-6300

To Plan Sponsor:

Steve Miller, Employee Benefits Administrator
400 Stewart Avenue
Las Vegas, Nevada 89101
(702) 229-6315

The address to which notices or communications may be given by either party may be changed by written notice given by such party to the other pursuant to this paragraph .

8.13 **Applicable Law**. This Agreement shall be deemed to have been made and entered into in Nevada and shall be construed and enforced according to the laws of Nevada.

8.14 **Survival of Provisions**. The provisions of Articles IV, VI, VII, and Section 8.4, shall survive the termination of this Agreement.

8.15 **Amendment.** This Agreement may only be amended in writing and is subject to acceptance by both Lumenos and Plan Sponsor.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

PLAN SPONSOR

CITY OF LAS VEGAS, NEVADA,
a municipal corporation,

By ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 3/1/04
Deputy City Attorney Date

LUMENOS, INC.

By: Tina Blair

Title: COO

ATTACHMENT A
Lumenos Standard Product And Optional Services

Product / Service Description	Included in Fee	Additional Fees
Benefit Plan Design		
Actuarial consultation for benefit design options	Yes	
HSA design with allocation for prescription drugs (integrated design)	Yes	
Lumenos will provide a SPD template with standard benefit definitions and rules	Yes	Additional costs for SPD production and distribution $250 per hour for legal consultation if client requests Lumenos support to change standard template
Pharmacy Benefit Management		
Medco Health Pharmacy Benefit Management	Yes	PBM transaction fees
Use of alternate PBM but it will not be integrated with Lumenos benefit design	Yes	
Program Materials and Communications		
Pre-Enrollment Awareness and Education • E-mail communication or bulk mailing to company HR department to be sent to all eligible employees announcing the Lumenos Program. • E-mail communication or bulk mailing to company HR department with Educational Brochure and password for Pre-Enrollment Educational Web Site and mini question campaign	Yes	Additional cost for customized or additional materials and client-specific campaigns Postage costs for employee direct mail distribution or e-mail distribution costs if sent by Lumenos
Pre-Enrollment Enthusiasm • All Plan Year 2004 Open Enrollment seminars provided free of charge. For all subsequent plan years a one-day onsite seminar for worksites with 500 or more employees; for employers with fewer than 500 employees at one site, a one-day, onsite seminar at one worksite is included in the fee. • Webcasts	Yes No	$1,500 per day plus travel expenses for additional seminars; room rental fees if required Webcast fee varies depending on the number of participants and format (e.g., if phone line has to be provided)

Product / Service Description	Included in Fee	Additional Fees
Enrollment Materials • Standard Lumenos program and benefit materials distributed through company's internal communication process. Materials include Q&A, program information (Benefit Summary with HSA Extra List), Case Studies, Web Site Login Card • Enrollment Reminder via e-mail or bulk mailing to HR department	Yes	Additional cost for customized or additional materials (e.g., posters, videos) Postage costs for employee direct mail distribution or e-mail distribution costs if sent by Lumenos
Customer Materials New customer Welcome Letter, Get Started information and standard Member ID Card.	Yes	Additional fees for custom ID Cards
Network Marketplace		
Access to PHCS national discount network for physicians, health care professionals, hospitals, labs, ancillary services and their respective discounts.	Yes	
Paper provider directories	No	
Health Management		
• 24 Hour Nurse Advice Line • Inpatient notification, discharge planning, and intensive case management. • FutureHealth high risk claims population analysis • Personal Health Coach Program (Disease & Risk Management) • Future Footsteps Maternity Program	Yes	
Pre Enrollment Web Site		
Lumenos Program information, general benefit and health information including Docs Plus Directory for provider look up	Yes	
Member Web Site		
Benefit Information	Yes	
Access to claims history and status and HSA account balances and progress towards traditional health coverage	Yes	
Access to PHCS discounted providers	Yes	
Physician and hospital quality ratings	Yes	
Cost estimates for selected procedures (U&C and Discounts)	Yes	
Access to non-discounted provider network and alternative care directories	Yes	
Medco Health Pharmacy Locations	Yes	
Drug costs comparison with drug library including drug interactions and generic/ OTC alternatives	Yes	
Online health tools including personalized health risk assessments, family health record, personal improvement programs and health library.	Yes	

Product / Service Description	Included in Fee	Additional Fees
Customer Service		
• Toll free telephonic support during open enrollment to answer questions about Lumenos Program • Internal Lumenos Customer Service Advocates for members available Monday through Friday, 8:00 a.m. to 10:00 p.m. ET. • Annual Customer Satisfaction Survey • Daily Pulse Surveys	Yes	
Claims Processing		
Claims processing and adjudication services	Yes	
Standard EOB Service	Yes	
Standard COB (pay and pursue)	Yes	
Standard set up for employer benefit plan design including mental health benefits (additional programming cost of $185 per hours for the three free behavioral health visits within the Lumenos benefit. Estimated approximately 4 to 5 hours not to exceed $1000 total)	Yes	$185 per hour for non-standard set up or custom benefit design. Additional charge for such items as: changes in benefit definitions that require system analysis and/or revised system configurations; adding a benefit not currently offered by Lumenos; imposing limits/restrictions not currently an available option under the Lumenos CDHP
Standard claims letters	Yes	$185 per hour for non-standard letters
Subrogation	Yes	27% of the amount recovered
Interface with previous carriers where exchange of lifetime maximum is required	Yes	
Eligibility Management		
Support for initial and weekly online eligibility feeds in ANSI 834 format. Support for two test files prior to implementation (one initial population test and one changes test). Data must be a "changes only" file type. It must be sent from a single data source using PGP encryption sent by secure FTP server to server and according to Lumenos guidelines for reporting changes to member records (e.g., changes in coverage tiers and/or benefit levels).	Yes	Client-specific methods are an additional $185 per hour.
Eligibility information in non-ANSI format, and/or multiple data sources.	No	$185 per hour for non-ANSI format, daily updates and/or multiple data sources. Paper eligibility not included but available at an additional $0.50 pepm.
FSA Administration / Compliance	No	Fees available on request
COBRA Administration	No	Fees available on request

Product / Service Description	Included in Fee	Additional Fees
Production of HIPAA certificates	No	Fees available on request
Lumenos Standard Reporting Package		
Claims costs, PBM management, health management, service standard reports (semi-annual or annual, depending on enrollment)	Yes	
Ad-hoc or custom reports	No	$150 per hour for development and ongoing maintenance of ad hoc or custom reports
Client Services		
• Client Implementation Plan. • Ongoing account management and resolution of issues • Designated client services director • Implementation and Client Satisfaction Survey	Yes	
Finance and Banking		
• Eligibility based billing • Dedicated bank account for claims payment funded as (ZBA) zero balance account (provision for automatic account funding at the end of each business day) • Lumenos interfaces with bank in order to process voids and stop payments	Yes	
Non-ZBA banking arrangement (e.g., bill weekly or use a compensating balance arrangement)	No	
Monthly banking fees (paid by client)	No	
Plan Fiduciary	No	
Stop Loss Coverage	No	Fees available on request

ATTACHMENT B

Fees and
Banking Arrangements for Funding of Claims Payment

1. Administrative Fees

The per employee per month basis (PEPM) charge during the initial year of this Agreement is $37.25 PEPM.

Lumenos' administrative fees are computed on a PEPM basis and are based on eligibility provided by the client or the client's enrollment vendor. Administrative fees will be billed monthly after enrollment is processed for the current month and will be due by the end of the month.

Prior to Lumenos beginning implementation, Plan Sponsor shall have paid Lumenos a non-refundable binder fee in the amount of $1,500, which amount shall be credited toward future administrative fees due hereunder, beginning with the first month and applied to future months as necessary until such credit is depleted.

2. Pharmacy Benefit Management Pricing and Fees (Integrated into Health Savings Account)

a. Retail Pharmacy

Plan Sponsor shall pay Lumenos for covered drugs dispensed by participating pharmacies in the Medco Health Broad National Network in an amount equal to the lowest of (i) the pharmacy's usual and customary price, as submitted ("U&C"), or (ii) the applicable discount indicated below, plus (iii) the applicable dispensing fee indicated below.

Brand average annual AWP Discount	AWP-15%
Brand Dispensing Fee	$2.00
Generic average annual AWP Discount	Discount is greater of AWP – 54% or MAC pricing
Generic Dispensing Fee	$2.00

b. Mail Order Pharmacy

Brand average annual AWP Discount	AWP-21%
Brand Dispensing Fee	$0.00
Generic average annual AWP Discount	Discount is greater of AWP – 54% or MAC pricing
Generic Dispensing Fee	$0.00

c. Pharmacy Administrative Fee (per paid claim)

Retail	$1.20
Mail Order	$1.20

d. Other Fees and Expenses

Direct Reimbursement and Out-of-Network Claims Adjudication	$1.00 per claim
Prior Authorization	$40.00 per review

e. Fee Increases:

Increases in fees and medicine and dispensing costs associated with the pharmacy benefit program shall be passed on to Plan Sponsor for payment by the plan.

f. Notes:

Discounts and dispensing fees are averages based on the contract rates for Medco Health Coordinated Care Network III and Open Formulary

g. Rebate Program:

Plan or Plan Sponsor, as appropriate, shall be eligible to participate in a pharmacy rebate program to the same limitations as Lumenos' entitlement to any such rebates. Lumenos shall pass to Plan or Plan Sponsor, as appropriate, 100% of any rebate or similar fee it receives.

h. Additional Provisions Regarding Pharmacy Benefit Management:

Lumenos shall administer the Pharmacy Program through an integrated pharmacy benefit using its proprietary technology together with Medco Health ("Medco Health") services:

(i) Retail Pharmacy Program

a. Program Coverage - Covered Drugs, Exclusions and days supply limitations shall be as set forth in the applicable Summary Plan Document.

b. Participating Pharmacy Network - Medco Health shall provide and maintain the CCN III Network to provide services under the Retail Pharmacy Program.

c. Claim Adjudication - Adjudication of claims for prescription drug benefits shall be done in accordance with Medco Health's TelePAID System and integrate with Health Savings Account through Lumenos' Lites system.

(ii) Mail Service Program

Covered Drugs, Exclusions and days supply limitation for the Mail Service Program shall be as set forth in the applicable Summary Plan Document.

(iii) Administrative Services

a. Pharmacy Claim Adjudication

i. Administration of Plan Sponsor's Summary Plan Document
ii. In-network claims adjudication via telepaid® on-line claims adjudication system
iii. Coordination of Benefits Level I (when flagged on eligibility records)
iv. Twelve months on-line claims history retention (for use in claims processing)
v. Processing associated with Mail Service Program prescriptions

b. Member Communication Materials

c. Retail Pharmacy Network

i. Establish, maintain, credential and contract an adequate panel of Participating Pharmacies
ii. Development and distribution of communication materials to Participating Pharmacies regarding the Program
iii. Toll-free access to Help Desk for eligibility/claims processing assistance
iv. Toll-free access to Participating Pharmacies for DUR assistance, if applicable
v. Monitor Participating Pharmacy compliance, including submission of U&C, generic dispensing rates, formulary program conformance, DUR intervention conformance, patient utilization and drug mix and managed through the Coordinated Rx^{sm} program
vi. Toll-free telephone access to voice response unit for location of Participating Pharmacies in zip code area

(iv) <u>Formulary</u>

Plan Sponsor shall be a participating plan sponsor in Medco Health's Preferred Prescriptions® Formulary I.

(v) <u>Definitions</u>

a. "AWP" means the average wholesale price of the Covered Drug, as set forth in the current price list in recognized sources such as First Databank's National Drug Data File, or other nationally recognized pricing source determined by Medco Health, or the direct cost listed in those instances in which only the direct cost is listed. Under the Retail Pharmacy Program, AWP is based on the package size submitted. Under the Mail Service Program, AWP is based on package sizes of 100 units for capsules and tablets and 16 oz. Quantities for liquids (or smaller quantities if such quantities are not available), and all other Covered Drugs will be priced as individual units or smallest package size available (e.g., per vial, per suppository, etc.). If First Databank or other applicable pricing source changes the methodology for calculating AWP in a way that materially changes the economics of the Program, the parties agree to modify the Program Pricing Terms to preserve the parties' relative economics before such changed methodology.

b. "Brand" or "Brand Name Drugs" means single or multisource brand drugs as set forth in First Databank's National Drug Data File (or such other nationally recognized source reasonably determined by Medco Health), but excluding those drugs billed as Generics under the Agreement.

c. "Covered Drugs" means all drugs which, under state or federal law, require a prescription and are described as covered in the applicable Summary Plan Document.

d. "Dispensing Fee" means the amount paid to a Participating Pharmacy or Medco Health to dispense a Covered Drug to an Eligible Person.

e. "Exclusions" mean those exclusions from coverage designated in the applicable Summary Plan Document.

f. "Generics" or "Generic Drug" means a multisource generic drug as set forth in First Databank's National Drug Data File (or such nationally recognized source reasonably determined by Medco Health), as well as all drugs billed as generic drugs under the Agreement.

g. “MAC Pricing” or the "Maximum Allowable Cost" consists of a list of off-patent drugs subject to maximum allowable cost payment schedules developed by MEDCO HEALTH. The payment schedules specify the maximum unit ingredient cost payable for drugs on the MAC list. For Compound Prescriptions, MAC is multiplied by 1.25. The MAC list and payment schedules are frequently updated..

h. "Mail Order" or "Mail Service Program" means the program in which Eligible Persons may submit a prescription along with the applicable Copayment/Coinsurance to Medco Health for dispensing via mail service.

i. "Participating Pharmacy" means a retail pharmacy that has entered into an arrangement with Medco Health to participate in the network of pharmacies servicing Lumenos' Program.

j. "Retail Pharmacy Program" means the program in which Eligible Persons may purchase Covered Drugs from a Participating Pharmacy upon verification of Program eligibility and payment of the applicable Copayment/Coinsurance, and the claim is submitted by the Participating Pharmacy to Medco Health for payment in accordance with Lumenos' agreement with Medco Health and the applicable Medco Health Participating Pharmacy Agreement.

3. Banking And Claims Funding Arrangements

Standard. The Lumenos administrative fee includes funding claims and pharmacy costs through a Zero Balance Account ("Account") set up and maintained by client.

The Plan Sponsor shall be responsible for any charges and fees associated with opening and maintaining the Account. The Plan Sponsor shall give Lumenos check-writing authority with respect to the Account and Lumenos shall issue checks from the Account for the payment of Plan-Related Expenses and Plan benefits in accordance with Lumenos's duties as described in Article III of this Agreement.

The following describes the claims funding, payment, and administrative fee process:

Finance Area	Overall Process
Medical Claims Funding	o All Claims will be funded by a designated Plan Sponsor Claims Bank Account. o This Bank Account will be a ZBA, "zero-balance account", (i.e. this bank account will not require any special funding action once checks are issued) o Monthly, Lumenos will provide Plan Sponsor with a check register and bank reconciliation
Pharmacy Cost Funding and Payment	o Every two weeks, Lumenos will receive a Medco Health Claims Invoice for Plan Sponsor, that requires an immediate, 48 hour payment turnaround (based on received date). o Medco Health will also send Lumenos a Billing Detail Report which will be the supporting documentation behind the Claims Invoice. o Medco Health will also send Lumenos an Invoice for Administrative Services every four weeks, that requires an immediate, 48 hour payment turnaround (based on received date).. o Upon receipt of the Claims Invoice, Lumenos will generate a check out of the claims funding account in the name of Lumenos. o Lumenos will generate and send a consolidated payment to Medco Health. o Lumenos will store all billing detail reports and can reprint detail, as needed.
Premium Billing	o Once a month, after eligibility is updated, Lumenos will generate a Plan Sponsor Summary Invoice. o Lumenos can provide supporting documentation, as needed, for the Summary Invoice (Plan Sponsor to define). o Lumenos will request that payment be made by the end of the calendar month.

If an alternative funding arrangement is selected, fees may apply.

4. Sufficiency of Funds

The Plan Sponsor shall maintain in the Account an amount that will be sufficient at all times to fund the checks written on it for payment of Plan benefits and such Plan-related expenses and fees and expenses as described herein ("Plan-Related Expenses"). In the event that sufficient funds are not available in the Account to pay all Plan benefits and Plan-Related Expenses when due, then Lumenos shall cease to process claims under this Agreement. The insufficiency of the Account to pay Plan-Related Expenses shall not relieve the Plan Sponsor of the obligation to pay such Plan-Related Expenses.

5. Printed Provider Directories

The Lumenos Program includes robust online provider directories and the information is designed to be accessed via the Internet. Requests for printed provider directories will be accommodated on a case-by-case basis. Requests for multiple printed directories will be billed to client at cost, plus a 5% handling charge.

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 Ls Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**	**Block 2** **Description**
	Subject Matter of Contract/Agreement
Name Lumenos, Inc.	**Benefits Administration**
Address 1725 Duke St # 400 Alexandria, VA 22314	
Telephone 703.236.6300	
EIN or DUNS 54-1958839	**RFP#**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

C:\Documents and Settings\mmahon\My Documents\Client Partner Vendor\Client F-L\Las Vegas\City of LasVegas Disclosures 1a.doc
[CAO – September 2001]

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.	Charlton Tooke – CEO	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6301
2.	Tina Blasi – COO	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6302
3.	Doug Kronenberg – Chief Strategy Officer	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6304
4.	Edith Jardine – EVP of Sales	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6322
5.	Charles Pomeroy – CTO	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6315
6.	Morgan Mahon – General Counsel	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6308
7.	Charles Winters – VP Finance	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6305
8.	Larry Savage – VP Underwriting	1725 Duke St Suite 400 Alexandria, VA 22314	(703) 236-6321
9.	Internet Healthcare Group – Owner	16 Munson Road - 5th Floor Farmington, CT 06032	(860) 507-1901
10.	KBL Healthcare – Owner	645 Madison Avenue, 14th Floor New York, NY 10020	(212) 319-5555 X17
11.	Liberty Partners - Owner	1370 Avenue of the Americas 34th Floor New York, NY 10019	(212) 931-0250
12.	Novartis Corporation – Owner	608 Fifth Avenue New York, NY 10020	(212) 830-2470
13.	Johnson & Johnson Development Corporation - Owner	1900 Charleston Road Suite M12-2110 Mountain View, CA 94043	(650) 564-7124
14.	Draper Fisher Jurvetson – Owner	400 Seaport Court, Suite 250 Redwood City, CA 94063	(650) 599-9000
15.	Allianz of America - Owner	1345 Avenue of the America New York, NY 10105	(212) 739-3313

16.			

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

Meagan Mahon
Name

2/26/04
Date

Subscribed and sworn to before me this 26 day of

February, 2004

Deborah E. Thompson
Notary Public

Deborah E. Thompson
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2004

ATTACHMENT C

Addendum to Administrative Services Agreement

State of Nevada Required Provisions.

This Addendum to the Administrative Services Agreement ("Agreement") between Plan Sponsor and Lumenos is effective as of the Effective Date.

WHEREAS, Plan Sponsor and Lumenos enter into the Agreement as of the Effective Date and desire to add this Addendum with respect to matters as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed as follows:

1. To the extent applicable, new paragraphs 8.16 (a) through (f) shall be added to the Agreement as follows:

8.16 a) **NRS 683A.087 – Advertising.** An administrator may advertise the insurance which he administers only after he receives the approval of the insurer who underwrites the business involved.

8.16 b) **NRS 683A.0873 - Records Maintenance**
1. Each administrator shall maintain at his principal office adequate books and records of all transactions between himself, the insurer and the insured. The books and records must be maintained in accordance with prudent standards of recordkeeping for insurance and with regulations of the commissioner for a period of 5 years after the transaction to which they respectively relate. After the 5-year period, the administrator may remove the books and records from the state, store their contents on microfilm or return them to the appropriate insurer.
2. The commissioner may examine, audit and inspect books and records maintained by an administrator under the provisions of this section to carry out the provisions of NRS 679B.230 to 679B.300, inclusive.
3. The names and addresses of insured persons and any other material which is in the books and records of an administrator are confidential except when used in proceedings against the administrator.
4. The insurer may inspect and examine all books and records to the extent necessary to fulfill all contractual obligations to insured persons, subject to restrictions in the written agreement between the insurer and administrator.

8.16 c) **NRS 683A.0877 -Fiduciary Accounts**
1. All insurance charges and premiums collected by an administrator on behalf of an insurer and return premiums received from an insurer are held by the administrator in a fiduciary capacity.
2. Money must be remitted within 15 days to the person or persons entitled to it, or be deposited within 15 days in one or more fiduciary accounts established and maintained by the administrator in a bank, credit union or other financial institution in this state. The fiduciary

accounts must be separate from the personal or business accounts of the administrator.
3. If charges or premiums deposited in an account have been collected for or on behalf of more than one insurer, the administrator shall cause the bank, credit union or other financial institution where the fiduciary account is maintained to record clearly the deposits and withdrawals from the account on behalf of each insurer.
4. The administrator shall promptly obtain and keep copies of the records of each fiduciary account and shall furnish any insurer with copies of the records which pertain to him upon demand of the insurer.
5. The administrator shall not pay any claim by withdrawing money from his fiduciary account in which premiums or charges are deposited.
6. Withdrawals must be made as provided in the agreement between the insurer and the administrator for:

(a) Remittance to the insurer.
(b) Deposit in an account maintained in the name of the insurer.
(c) Transfer to and deposit in an account for the payment of claims.
(d) Payment to a group policyholder for remittance to the insurer entitled to the money.
(e) Payment to the administrator of his commission, fees or charges.
(f) Remittance of return premiums to persons entitled to them.

7. The administrator shall maintain copies of all records relating to deposits or withdrawals and, upon the request of an insurer, provide the insurer with copies of those records.

8.16 d) **NRS 683A.0879 - Claim Coverage**
1. Except as otherwise provided in subsection 2, an administrator shall approve or deny a claim relating to health insurance coverage within 30 days after the administrator receives the claim. If the claim is approved, the administrator shall pay the claim within 30 days after it is approved. Except as otherwise provided in this section, if the approved claim is not paid within that period, the administrator shall pay interest on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1, as the case may be, immediately preceding the date on which the payment was due, plus 6 percent. The interest must be calculated from 30 days after the date on which the claim is approved until the date on which the claim is paid.
2. If the administrator requires additional information to determine whether to approve or deny the claim, he shall notify the claimant of his request for the additional information within 20 days after he receives the claim. The administrator shall notify the provider of health care of all the specific reasons for the delay in approving or denying the claim. The administrator shall approve or deny the claim within 30 days after receiving the additional information. If the claim is approved, the administrator shall pay the claim within 30 days after he receives the additional information. If the approved claim is not paid within that period, the administrator shall pay interest on the claim in the manner prescribed in subsection 1.
3. An administrator shall not request a claimant to resubmit information that the claimant has already provided to the administrator, unless the administrator provides a legitimate reason for the request and the purpose of the request is not to delay the payment of the claim, harass the claimant or discourage the filing of claims.
4. An administrator shall not pay only part of a claim that has been approved and is fully payable.

5. A court shall award costs and reasonable attorney's fees to the prevailing party in an action brought pursuant to this section.
6. The payment of interest provided for in this section for the late payment of an approved claim may be waived only if the payment was delayed because of an act of God or another cause beyond the control of the administrator.
7. The commissioner may require an administrator to provide evidence which demonstrates that the administrator has substantially complied with the requirements set forth in this section, including, without limitation, payment within 30 days of at least 95 percent of approved claims or at least 90 percent of the total dollar amount for approved claims. If the commissioner determines that an administrator is not in substantial compliance with the requirements set forth in this section, the commissioner may require the administrator to pay an administrative fine in an amount to be determined by the commissioner.

8.16 e) **NRS 683A.088 - Claims Payment.** Each claim paid by the administrator from money collected for or on behalf of an insurer must be paid by a check or draft upon and as authorized by the insurer.

8.16 f) **NRS 683A.0883. Basis for compensation of administrator**

1. The compensation paid to an administrator for his services may be based upon premiums or charges collected, on number of claims paid or processed or on any other basis agreed upon by the administrator and the insurer, except as provided in subsection 2.

2. Compensation paid to an administrator may not be based upon or contingent upon:
(a) The claim experience of the policies that he handles; or
(b) The savings realized by the administrator by adjusting, settling or paying the losses covered by an insurer.

2. Other than as modified by this Addendum, the Agreement shall remain in effect as set forth therein. Any conflict between this Addendum and the Agreement shall be resolved in favor of this Addendum.

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of the expenditure of $40,000 (General Fund) for artistic services to create a public sculpture for Mary Dutton Park - Ward 3 (Reese)

Fiscal Impact

[ ]	No Impact	**Amount:** $40,000
[X]	Budget Funds Available	**Dept./Division:** Leisure Services/Cultural
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

The City of Las Vegas Arts Commission, as the advisory body to the City Council in the acquisition, commission or purchase by the City works of art (City Ordinance 3288), has commissioned Las Vegas artist, Steven Liguori, to design and build a sculpture for Mary Dutton Park. This project was initiated through Neighborhood Services as a result of recommendations for artwork for Mary Dutton Park in the John S. Park Neighborhood Association Plan. Artist Steven Liguori was selected through an open call to Las Vegas artists and selected by a panel of artists, John S. Park neighborhood residents, and arts professionals. The proposed artwork, a 14' high steel sculpture depicting a gush of water and a circa 1920's garden plow, symbolizes the fertility of the land on the historic site of the Mary Dutton family ranch and garden

RECOMMENDATION:

The City of Las Vegas Arts Commission allocated funds of $40,000 at the Annual Projects Planning meeting on July 18, 2003 and recommends approval for this important public artwork commemorating Las Vegas history and for the enhancement of this historic neighborhood

BACKUP DOCUMENTATION:

1. Letter of support from Keny Stewart, President, John S. Park Neighborhood Association
2. Photoshop illustration and description of sculpture design

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4:	**APPROVED under separate action** (see individual item)
Item 53:	**STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)

1-785

Keny Stewart
President,
John S. Park Neighborhood Association
1144 S 6th Street
Las Vegas NV, 89104

June 16, 2003

Concerning: Steven Liguori, artist for Mary Dutton Park

As president of the John S. Park Neighborhood Association, and as a team member on the Mary Dutton Public Art Project, I would like to acknowledge that Mr. Steve Liguori has our full support on the proposed art project he has designed for the Mary Dutton Park.

As part of the John S. Park Neighborhood Association, this community driven project has been part of our goal as a neighborhood plan. To develop and design a form of public art that would not only represent the neighborhood, but also the legacy of Mary Dutton, who originally farmed the land and later gave the land to the city of Las Vegas to be used as a public park area.

The Mary Dutton Park Committee, consisting of several local neighbors has met on a regular basis with Mr. Liguori collaborating with the designs and inception of the public art project. All members are in agreement with Mr. Liguori's artistic concept and are extremely pleased with the resulting public art display.

Thank you,

Keny Stewart

MARY DUTTON PARK MONUMENT

The proposed artwork, a 14' high stainless steel sculpture depicting a gush of water and a circa 1920's garden plow, symbolizes the fertility of the land on the historic site of the Mary Dutton family ranch and garden.

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: SHARON SEGERBLOM [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an allocation of $22,000 Community Development Block Grant funding to Clark County Legal Services Program, Inc for office expansion at 800 South Eighth Street - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact		**Amount:** $22,000
[X] Budget Funds Available		**Dept./Division:** Neigh. Svcs./Neigh. Devel.
[ ] Augmentation Required		**Funding Source:** Community Development Block Grant (CDBG)

PURPOSE/BACKGROUND:
Clark County Legal Services Program, Inc has experienced tremendous growth in the number of cases it handles in the areas of domestic violence, abused and neglected children, children with special education needs and victims of fraud. This increase has lead to the hiring of several attorneys to handle the larger caseload. As a result, the agency has determined that a facility expansion will alleviate the lack of office space. Clark County Legal Services Program, Inc has requested $20,000 for the expansion and a $2,000 contingency will be included for a total award of $22,000.

RECOMMENDATION:
Staff recommends approval of the allocation of $22,000 of Community Development Block Grant funding to Clark County Legal Services Program, Inc for office expansion.

BACKUP DOCUMENTATION:
Clark County Legal Services Program, Inc letter dated September 19, 2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

LEGAL AID™ FOR CLARK COUNTY SINCE 1958

CLARK COUNTY LEGAL SERVICES PROGRAM, INC.

A NEVADA NON-PROFIT CORPORATION

800 SOUTH EIGHTH STREET
LAS VEGAS, NEVADA 89101-7051
LOCAL: (702) 386-1070 ❖ TOLL FREE: 800-522-1070
FACSIMILE: (702) 386-0569 ❖ TDD: (702) 386-1059
WEBSITE: www.clarkcountylegal.com

September 19, 2003

WRITER'S EXT.
105

WRITER'S EMAIL
bbuckley@clarkcountylegal.com

Neighborhood Services
Attn: Sharon Segerblom, Director
400 E. Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Via Facsimile - 382-3045

Dear Ms. Segerblom:

This letter will confirm our conversation wherein we are requesting $20,000 in CDBG funds for proposed expansion of attorney space at our downtown Clark County Legal Services building. We are most fortunate in that we have been allocated grant funds to hire an attorney to represent abused and neglected children, along with advocacy/support staff, but have no place to house them. These funds would allow conversion of storage space. We appreciate your consideration.

Sincerely,

CLARK COUNTY LEGAL SERVICES PROGRAM, INC.

BARBARA E. BUCKLEY, ESQ.
Executive Director

BEB:vh

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Third Supplemental Interlocal Contract reducing funding for construction of Local Drainage Improvements in Crystal Water Way between Lake South Drive and Desert Inn Road ($209,979 reduction - Clark County Regional Flood Control District) - Ward 2 (L.B. McDonald)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $209,979 reduction
Dept./Division: Public Works/City Engineer
Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District and the City of Las Vegas entered into an Interlocal Contract on June 13, 2002, and Supplemental Interlocal Contracts dated March 13, 2003, and June 12, 2003. This Third Supplemental Interlocal Contract reduces funding required for construction of this project from $756,000.00 to $546,021.00. The Clark County Regional Flood Control District's portion shall not exceed $273,010.50 or 50% whichever is greater.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT FOR LOCAL DRAINAGE IMPROVEMENTS IN CRYSTAL WATER WAY BETWEEN LAKE SOUTH DRIVE AND DESERT INN ROAD

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 11th day of September, 2002 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the DISTRICT entered into a Interlocal Contract for construction on June 13, 2002, and Supplemental interlocal contracts to extend award of bid date on March 13, 2003, and June 12, 2003; and

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

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

SECTION II - PROJECT COSTS SHOULD BE REVISED TO READ AS FOLLOWS:

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

1. Construction costs shall not exceed $273,010.50 or 50 percent of the construction costs whichever is less.

2. The total cost of this Contract shall not exceed $273,010.50 which includes all Items described in Paragraph one above.

The remainder of the Interlocal Contract dated June 13, 2002 and the Supplemental Interlocal Contracts dated March 13, 2002, and June 12, 2003 shall remain unchanged.

*

*

*

*

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

Date Of District Action:

September 11, 2003

ATTEST

Carolyn Frazier

CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

Chris Figgins

CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, CHAIRMAN

****

DATE OF COUNCIL ACTION:

10-29-2003

ATTEST

Barbara Jo Ronemus

BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

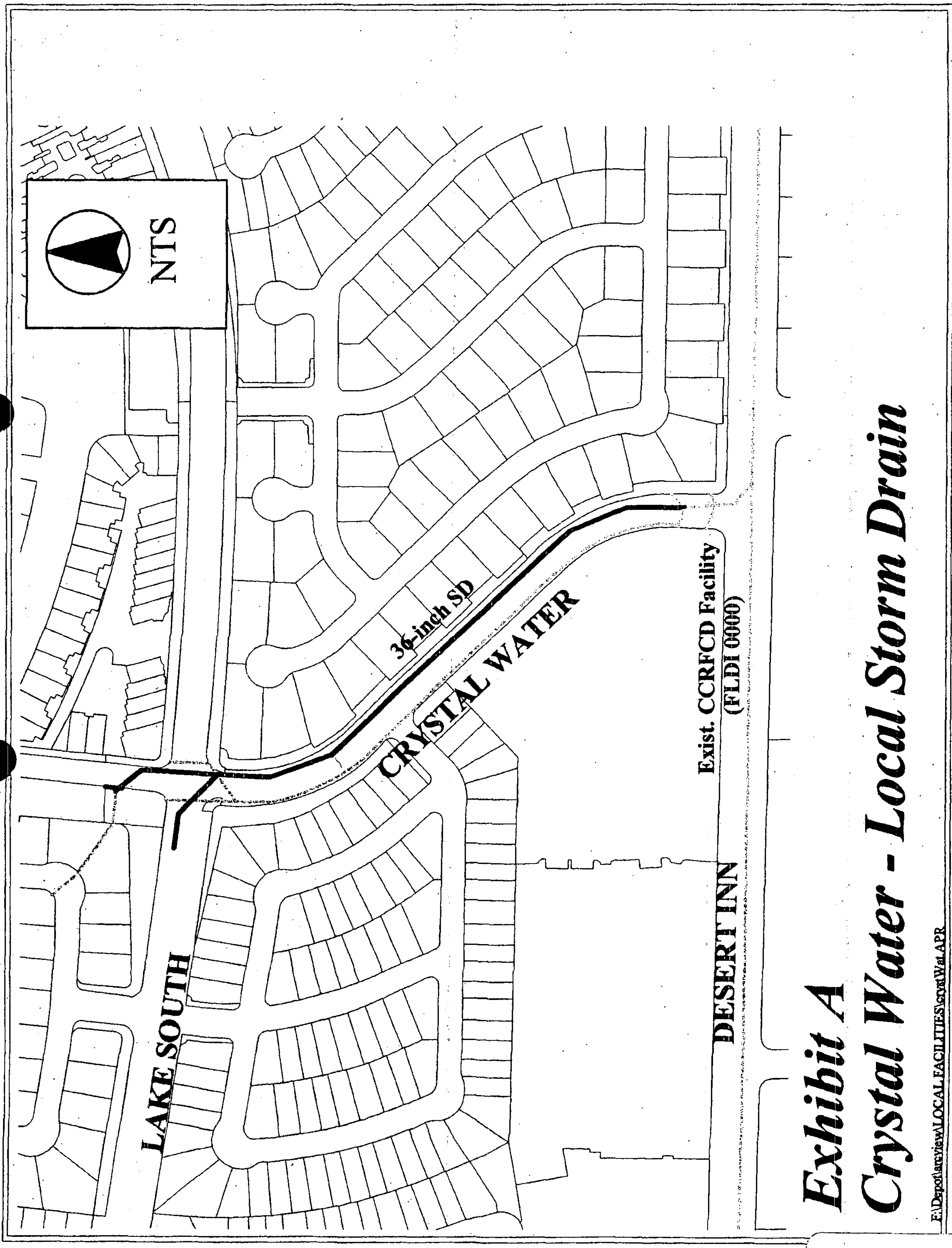
Thomas R. Green 9/22/03

DEPUTY CITY ATTORNEY

CITY OF LAS VEGAS

BY: Oscar B. Goodman

OSCAR B. GOODMAN, MAYOR


NTS
36-inch SD
CRYSTAL WATER
LAKE SOUTH
Exist. CCRFCD Facility
(FLDI 0000)
DESERT INN
Exhibit A
Crystal Water - Local Storm Drain

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Dedication from the City of Las Vegas, for portions of the Northwest Quarter of Section 28, Township 19 South, Range 60 East, Mount Diablo Meridian, for rights-of-way located on Durango Drive "S" Curve alignment from Tropical Parkway northwesterly to Centennial Parkway - Ward 6 (Mack)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	Public Works/City Engineer
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Interlocal Agreement #108442 between the City of Las Vegas and Las Vegas Valley Water District for Special Improvement District No.1493 on Alexander Road and Hualapai Way between Cheyenne Avenue and Cimarron Road - Ward 4 (Brown)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
Interlocal Agreement #108442 allows the City of Las Vegas to modify existing water facilities, install new water facilities, and remove obsolete water facilities as necessary to complete construction of the subject project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement #108442

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4:	**APPROVED under separate action** (see individual item)
Item 53:	**STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

C. To abide by Nevada Revised Statutes, Nevada Administrative Code and the policies and directives of the State of Nevada-Bureau of Health, in all respects governing potable water systems pertinent to work performed by CITY as it relates to construction of WATER FACILITIES.

D. To comply with the DISTRICT'S Service Rules, standards, and specifications as they pertain to the construction of WATER FACILITIES.

E. To design, survey and construct said WATER FACILITIES in conformance with DISTRICT specifications and DISTRICT approved plans at its sole cost and expense.

F. To provide three copies of the DISTRICT approved plans plus reproducible mylars and AutoCAD Version 10 or later .DWG file, for those sheets with WATER FACILITIES to be installed, modified, or removed, to the DISTRICT two weeks prior to the preconstruction conference.

G. To provide engineering services to review and process shop drawings and cut sheets, when specified on the approved drawings. The DISTRICT will have a minimum seven (7) calendar day review period prior to the shop drawings being returned to the contractor. The CITY at its sole cost and expense will provide to the DISTRICT three complete bound sets of final approved shop drawings for items incorporated into the work within seven (7) calendar days of receipt from the contractor.

H. That no construction of WATER FACILITIES will commence until improvement plans are approved for construction in writing by the DISTRICT. DISTRICT approval shall be indicated by an authorized DISTRICT signature on each sheet of the improvement plans, which show construction of WATER FACILITIES. Any subsequent revisions or modifications to the WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.

I. To allow the DISTRICT to review and take appropriate action on all subsequent revisions or modifications to the approved plans, which involve the WATER FACILITIES prior to the construction of WATER FACILITIES. No construction based on such revised or modified plans shall be commenced on WATER FACILITIES until the DISTRICT has approved the revisions.

J. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

K. To disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT. Any connection to an existing main which may cause interruption of service shall be at the times specified by the DISTRICT on the approved drawings.

M. Any interruption of service must be approved in writing prior to the start of construction. Interruption of service will generally be authorized to occur between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday, with 24 hours advance notice given to affected customers by the CITY'S contractor in the presence of a DISTRICT representative. The CITY shall require the contractor to provide a schedule for service interruptions. Temporary feeds may be required depending on the customer's water needs.

N. Should any defective material or workmanship affecting the WATER FACILITIES installed by CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

ACTION TAKEN
int signed as of
4/30/04
Date NPB

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 1493
ALEXANDER ROAD / HUALAPAI WAY ROAD IMPROVEMENTS

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the City of Las Vegas plans to construct Special Improvement District (SID) No. 1493, generally located on Alexander Road, between Durango Drive and Hualapai Way, and on Hualapai Way, between Cheyenne Avenue and Alexander Road, which is designated as a public works improvement project; and

WHEREAS, the CITY desires to design and construct modifications to existing water facilities, new water facilities, and other appurtenant work as part of said project within the DISTRICT'S service area; and

WHEREAS, the DISTRICT is willing to permit the installation of new water facilities prior to the installation of pavement with the understanding that there is no commitment for future water service, nor is any property right in water granted under this Agreement or as a result of the creation of the SID to those properties without a prior water commitment; and

WHEREAS, the CITY and DISTRICT desire to coordinate construction of the improvements in a cost-effective manner pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

THE PARTIES AGREE:

The modification of existing water facilities, installation of new water facilities, or removal of obsolete DISTRICT water facilities made necessary by the public works project of the CITY will be in accordance with the following:

ARTICLE I

CITY AGREES:

A. To provide engineering services for the design and construction of modifications to existing water facilities, new water facilities, and other appurtenant work or removal of obsolete water facilities and associated appurtenances, hereinafter called "WATER FACILITIES", within the DISTRICT'S service area, at its sole cost and expense, as shown on the plans entitled:

SPECIAL IMPROVEMENT DISTRICT NO. 1493
ALEXANDER ROAD / HUALAPAI WAY ROAD IMPROVEMENTS
Utility Plan & Profile

B. That installation of new WATER FACILITIES as shown on construction drawings described in Article I, paragraph A, to property without a water commitment requires that an AFFIDAVIT OF WAIVER AND CONSENT agreement be executed and recorded prior to the approval of construction drawings showing construction of the new WATER FACILITIES. A copy of the recorded document shall be furnished by the CITY to the DISTRICT.

O. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

P. To provide all contract administration for the WATER FACILITIES at no expense to the DISTRICT.

Q. That any of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, may be used by the DISTRICT to deliver water to other real property as determined by the DISTRICT.

R. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

S. To require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. That the DISTRICT, CITY, and their officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, CITY, or their officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

A. To review and take appropriate action in a timely manner on improvement plan submittals and contract modifications affecting the WATER FACILITIES for the project designed in accordance with the provisions of this Agreement.

B. To not unreasonably delay or withhold written approval of construction plans or subsequent revisions or modifications to approved plans.

C. To provide inspection services in a timely manner for all DISTRICT approved WATER FACILITIES work completed and materials incorporated into the work to insure the requirements and intention of the plans and specifications are met, and report directly to the CITY'S designated representative.

D. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

E. Upon receipt of Frontage Connection Charges from others, to refund to the CITY all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Twenty-seven Thousand Eight Hundred Forty and No/100***************dollars ($27,840.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the CITY.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That this Agreement will pertain to the CITY'S SID No. 1493 project, which involves construction of modifications to existing WATER FACILITIES, installation of new WATER FACILITIES, and removal of obsolete WATER FACILITIES. Plans will be approved for construction by an authorized DISTRICT signature on each sheet of improvement plans, which show construction of WATER FACILITIES. Any subsequent revisions or modifications to WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.

B. That this project shall have no water commitment by virtue of the installation of the new WATER FACILITIES. Future use of said WATER FACILITIES requires that a water commitment be obtained from the DISTRICT before the WATER FACILITIES can be utilized.

C. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.

D. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

E. That the DISTRICT and the CITY will coordinate project design, construction, and construction inspection in a joint effort to insure timely completion of all work.

F. The CITY agrees to advise each owner that if, when their property is developed, the location of any new WATER FACILITIES installed hereunder to serve such property is, for any reason, incompatible with such development, including without limitation being located under a driveway or at any other improper location, the DISTRICT will require that such new WATER FACILITIES be abandoned, at owner's sole cost and expense, at its connection to the water main in accordance with the DISTRICT'S standards and that the cost of installing any new WATER FACILITIES will be owner's sole responsibility.

G. That CITY will provide the DISTRICT a minimum of 48 hours for review and response to special designs for changes to DISTRICT facilities required during construction. In the event of an emergency situation the DISTRICT will review changes on a priority basis. Said special designs must be submitted to the DISTRICT'S Engineering Services Division and approved prior to commencing construction of the work.

H. That the CITY'S contract documents will require that all liability insurance be obtained by the contractors and identify both the CITY and the DISTRICT as additional insureds.

I. That the DISTRICT will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees or agents arising under this Agreement and any action taken pursuant to this Agreement.

J. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in the Agreement.

K. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

L. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the modification of existing WATER FACILITIES, installation of new WATER FACILITIES, or removal of obsolete WATER FACILITIES in conjunction with the CITY'S SID No. 1493 project.

M. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

N. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

O. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the ________ day of ______________, 200____.

APPROVED AS TO FORM:

Thomas R. Green 9/24/03
City Attorney - DEPUTY

ATTEST:	CITY OF LAS VEGAS
______________________________	BY:______________________________
BARBARA JO RONEMUS, City Clerk	OSCAR B. GOODMAN, Mayor
ATTEST:	LAS VEGAS VALLEY WATER DISTRICT
______________________________	BY:______________________________
PATRICIA MULROY, Secretary Las Vegas Valley Water District	MYRNA WILLIAMS, President Board of Directors

APPROVED:

For [signature]
CHARLES K. HAUSER, General Counsel

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a First Amendment to the Engineering Design Services Agreement with The Louis Berger Group for design of the CAM 10 Detention Basin ($125,000 - Clark County Regional Flood Control District) - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $125,000
Dept./Division: Public Works/City Engineer
Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:
The agreement is to fund additional engineering design services from The Louis Berger Group for design of the CAM 10 Detention Basin (also known as Ann Road Detention Basin) north of Ann Road and west of the I-215 Beltway. The design services have been amended to include additional Bureau of Land Management required environmental analysis and permitting and revising the bid plans and documents to construct the project in only one phase.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment to Engineering Design Services Agreement

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

FIRST AMENDMENT TO ENGINEERING DESIGN SERVICES AGREEMENT FOR CAM 10 DETENTION BASIN

THIS FIRST AMENDMENT made and entered into as of the 29 day of October, 2003, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY" and THE LOUIS BERGER GROUP, (herein the "CONSULTANT")

WITNESSETH

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated January 17, 2001 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design of the Cam 10 Detention Basin more fully described therein (herein the "PROJECT"); and

WHEREAS, the CITY desires to retain the CONSULTANT and extend the professional services of the CONSULTANT; and

WHEREAS, the CONSULTANT's scope of services and compensation have been arrived at through meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to amend the AGREEMENT with the following terms, conditions, and covenants set forth below:

1. SECTION SEVEN, COMPENSATION AND TERMS OF PAYMENT, Subsection 7.01 of the AGREEMENT is hereby amended to the fee amount referenced therein to $535,000.

2. SECTION SEVEN, COMPENSATION AND TERMS OF PAYMENT, Subsection 7.02 of the AGREEMENT is hereby amended to change the amount referenced therein for Basic Services of the CONSULTANT to an amount up to, but not exceeding $447,000.

3. SECTION SEVEN, COMPENSATION AND TERMS OF PAYMENT, Subsection 7.03 of the AGREEMENT is hereby amended to change the amount referenced therein for Additional Services of the CONSULTANT to an amount up to, but not exceeding $88,000.

4. SECTION EIGHT, PERFORMANCE SCHEDULE, of the AGREEMENT is hereby amended to add the following sentence:

   CONSULTANT shall furnish CITY's representative a schedule for performance of services for the scope of services (Exhibit A (Amendment 1)) not later than ten

(10) calendar days after CONSULTANT receives written notice to proceed from CITY's representative.

5. Exhibits A, B, C, and D of the AGREEMENT are hereby amended to include Exhibits A (Amendment 1), B (Amendment 1), C (Amendment 1), D (Amendment 1), E (Amendment 1), F (Amendment 1) and Exhibit G attached hereto.

IN WITNESS WHEREOF, this FIRST AMENDMENT to the original AGREEMENT is hereby executed as of the day and year first above written.

CITY OF LAS VEGAS

By_______________________
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 9/24/03
Deputy City Attorney Date

THE LOUIS BERGER GROUP, INC

By_______________________
THOMAS D. LANE, P.E

Its: Vice President

"Consultant"

EXHIBIT A
AMENDMENT #1
SCOPE OF SERVICES
CAM-10 DETENTION BASIN

PROJECT: CAM-10 Detention Basin

CONSULTANT: The Louis Berger Group, Inc.

TASK 100A MEETINGS AND COORDINATION

101A Attend progress meetings with the CITY, CCRFCD, BLM, and other participating agencies. Prepare meeting agendas and minutes.

102A Attend and assist with presentations to CCRFCD Board of Directors, CCRFCD Technical Advisory Committee, and CCRFCD Citizen Advisory Committee meetings, as necessary. Prepare graphics, presentation materials, and backup information required for agenda items in conformance with CCRFCD Policies and Procedures.

TASK 200A PERMITS AND APPROVALS

201A Prepare and submit an application to the US Army Corps of Engineers for a Section 404 Letter of Permission (LOP) for the project improvements including Section 401 certification from the Nevada Division of Environmental Protection (NDEP). Coordinate the Letter of Permission application with the US Fish and Wildlife, Environmental Protection Agency, State Historic Preservation Office, Nevada Division of Wildlife, NDEP, and Nevada Division of State Lands.

202A Prepare and submit an application to the State of Nevada, Department of Conservation and Natural Resources, Division of Water Resources, State Engineer for review and approval.

203A Submit the PROJECT plans and specifications to the Clark County Department of Public Works for review and approval. Address and incorporate the County's comments into the final design documents.

TASK 300A FINALIZE CONSTRUCTION DOCUMENTS

301A Develop and evaluate a maximum of three (3) alternatives for disposal of excavated aggregate on the detention basin site. Prepare concept level grading plans/exhibits and conduct preliminary earthwork calculations.

302A Prepare pre-final 100% progress level of completion construction documents including:

- Improvement Plans
- Specifications
- Quantities and Cost Estimate

In addition to advancing the current plans to the 100% level of completion, the following revisions are anticipated:

- Legend and Abbreviations Sheet 2 – Revise the sheet index and summary of quantities
- Geotechnical Boring Sheets 7 and 8 – Replace the advanced excavation ground profile with the existing ground and modify the finished grade profile
- Horizontal Control Sheet 9 – Add the Tropical Parkway alignment
- Grading Plan Sheet 10 - Remove advanced grading contours and show existing contours, show the embankment stockpile areas, show access control (bollards and rocks)
- Add Sheet 10A - Embankment grading
- Drainage Profile Sheet 16 – Revise existing and finished grades for Tropical Parkway
- Drainage Profile Sheet 17- Revise the outfall pipe and show embankment finished grade
- Add Sheet 17A – extend the outfall pipe under the embankment
- Drainage Detail Sheet 19 – Add a bollard detail
- Drainage Detail Sheet 25 – Revise grading at the outlet of the outfall pipe
- Bridge Plan and Profile Sheet 27 – Revised existing and finished grade contours for Tropical Parkway
- Add Tropical Parkway design to the detention basin plans set
- Revise the Tropical Parkway plans to show the collector channel bridge and embankment grading
- Add an embankment typical section
- Add a sheet showing limits of disturbed areas requiring plant relocation

The CONSULTANT shall perform a quality control review of the plans and specifications prior to submittal. Review comments will be addressed and incorporated, if necessary, into the submittal package.

Submit five (5) copies of the pre-final 100% complete contract specifications and full-size plans to the CITY, two (2) copies to the CCRFCD, and two (2) copies to Clark County Department of Public Works for review.

303A Incorporate all comments into the construction documents and provide final 100% improvement drawings including plans, profiles, details, and specifications ready for advertisement for construction bids along with a detailed cost estimate. Obtain utility company signatures, and furnish copies of all project documents on CD ROM in Auto CAD format, one (1) set of final full size original mylar drawings and special provisions suitable for reproduction.

TASK 400A BID PHASE SUPPORT

Assist in the CITY during the bidding phase following advertisement of the PROJECT including:

- Participation in the pre-bid meeting
- Prepare addenda
- Attend the bid opening
- Tabulate the bids

EXHIBIT B
AMENDMENT #1
ADDITIONAL SERVICES
CAM-10 DETENTION BASIN

The following Services may be performed at the discretion of the CITY when authorized in writing. The CONSULTANT shall receive additional compensation for such additional services that may include, but are not limited to:

A. Provide construction phase support for the PROJECT including, but not limited to, the following:

- Attend the pre-construction meeting, progress meetings, and visit the site when requested by the CITY's Construction Manager.
- Respond to requests for information within 10 working days submitted by the CITY's Construction Manager.
- Review shop drawings submitted by the CITY's Construction Manager, and provide comments and/or approve within 10 working days of the submittal date.
- Revise the original plans based on as-built information provided by the CITY's Construction Manager and construction contractor.

B. Through a subcontractor, conduct a vegetation survey to count the number of yucca and cacti in the area of disturbance. Provide survey services to stake the boundary of the area of disturbance.

C. Conduct an environmental assessment to identify, analyze and evaluate the environmental effects of proposed collector channel.

EXHIBIT C
AMENDMENT #1
COST BREAKDOWN
CAM-10 DETENTION BASIN

		Quantity	Units		Labor Costs
TASK 100A	**Meetings and Coordination**				
Subtask 101A:	Progress Meetings	34	hrs	$	3,712.36
Subtask 102A:	CCRFCD Presentations	44	hrs		4,607.36
	SUBTOTAL	78		$	8,319.72
TASK 200A	**Permits and Approvals**				
Subtask 201A:	USACE Section 404 LOP	60	hrs	$	4,312.30
Subtask 202A:	Survey Services (WESCO Survey)	32	hrs		2,329.86
Subtask 203A:	Alternatives Analysis	38	hrs		3,152.08
	SUBTOTAL	130		$	9,794.24
TASK 300A	**Finalize Construction Documents**				
Subtask 301A	Alternatives for Embankment Stockpile	34	hrs	$	3,129.08
Subtask 302A	100% Pre-Final Submittal Package				
	Improvements Plans	200	hrs		17,382.00
	Specifications	66	hrs		6,443.12
	Quantities and Cost Estimate	48	hrs		3,748.32
	Quality Control Review	26	hrs		3,726.38
Subtask 303A	100% Final Submittal Package	118	hrs		10,519.96
	SUBTOTAL	492			44,948.86
TASK 400A	**Bid Phase Support**	30	hrs		2,896.50
	SUBTOTAL	30		$	2,896.50
DIRECT EXPENSES				$	825.00
	PROJECT SUBTOTAL			$	66,784.32

PROJECT STAFFING TIME BREAKDOWNS

Position	Hours
Principal-in-Charge	2
Project Manager	58
Project Engineer	232
Hydraulic Engineer	192
Structural Engineer	12
QC/QA Engineer	24
CADD Manager	8
CADD Technician	164
Clerical Support	38
TOTAL HOURS	730 (+T&M)

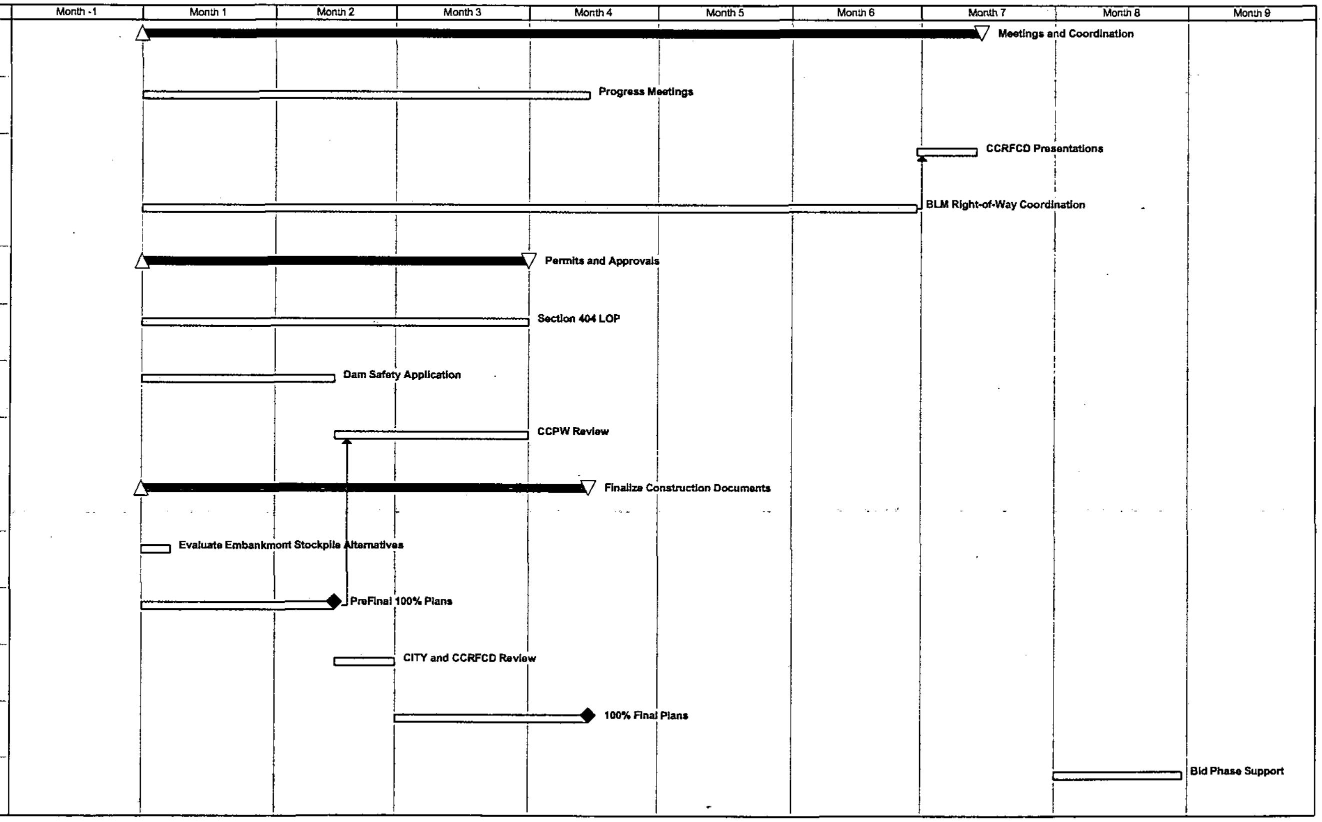
PROJECT TOTAL **$ 66,784.32**

EXHIBIT D
CONTRACT AMENDMENT #1
MANHOUR BREAKDOWN

Task Description		Principal-in-Charge $186.31	Project Manager $139.74	Project Engineer $105.49	Hydraulic Engineer $72.61	Structural Engineer $142.48	QA/QC Engineer $139.74	CADD Manager $104.81	CADD Technician $68.39	Courier/ Clerical Support $51.29	Total Manhours	Labor Cost	Direct Expenses/ Outside Services
TASK 100A	**MEETINGS AND COORDINATION**												
101A	Progress Meetings		10	20						4	34	$ 3,712.36	
102A	CCRFCD Presentations		12	20					12		44	$ 4,607.36	
	Subtotal	**0**	**22**	**40**	**0**	**0**	**0**	**0**	**12**	**4**	**78**	**$ 8,319.72**	**$ -**
TASK 200A	**PERMITS AND APPROVALS**												
201A	USACE Section 404 LOP		2		40				12	6	60	$ 4,312.30	$ 50.00
202A	State Engineer Dam Safety Application		2		24					6	32	$ 2,329.86	$ 50.00
203A	CCPW Review		2	12	8				12	4	38	$ 3,152.08	$ 250.00
	Subtotal	**0**	**6**	**12**	**72**	**0**	**0**	**0**	**24**	**16**	**130**	**$ 9,794.24**	**$ 350.00**
TASK 300A	**FINALIZE CONSTRUCTION DOCUMENTS**												
301A	Alternatives for Embankment Stockpile		2	16	16						34	$ 3,129.08	
302A	100% Pre-Final Submittal Package												
	Improvement Plans		8	60	40	8		4	80		200	$ 17,382.00	$ 275.00
	Specifications		8	40		2				16	66	$ 6,443.12	
	Quantities and Cost Estimate			8	40						48	$ 3,748.32	
	Quality Control Review	2					24				26	$ 3,726.38	
303A	100% Final Submittal Package		8	40	24	2		4	40		118	$ 10,519.96	$ 200.00
	Subtotal	**2**	**26**	**164**	**120**	**12**	**24**	**8**	**120**	**16**	**492**	**$ 44,948.86**	**$ 475.00**
TASK 400A	**BID PHASE SUPPORT**		**4**	**16**					**8**	**2**	**30**	**$ 2,896.50**	
	Subtotal All Tasks	**2**	**58**	**232**	**192**	**12**	**24**	**8**	**164**	**38**	**730**	**$ 65,959.32**	**$ 825.00**
	Subtotal Basic Services												**$ 66,784.32**
EXHIBIT B	**ADDITIONAL SERVICES**												
A	Construction Support Services												$ 30,000.00
B	Vegetation Survey												$ 3,000.00
C	Environmental Assessment												$ 25,000.00
	Subtotal Additional Services												**$ 58,000.00**
	TOTAL												**$ 124,784.32**

EXHIBIT E - SCHEDULE
AMENDMENT #1
CAM-10 DETENTION BASIN

ID	Task	Task Name
1	**100A**	**Meetings and Coordination**
2	101A	Progress Meetings
3	102A	CCRFCD Presentations
4		BLM Right-of-Way Coordination
5	**200A**	**Permits and Approvals**
6	201A	Section 404 LOP
7	202A	Dam Safety Application
8	203A	CCPW Review
9	**300A**	**Finalize Construction Documents**
10	301A	Evaluate Embankment Stockpile Alternatives
11	302A	PreFinal 100% Plans
12		CITY and CCRFCD Review
13	303A	100% Final Plans
14	**400A**	**Bid Phase Support**



TO: **CITY OF LAS VEGAS**
400 East Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT F AMENDMENT #1 - INVOICE FORMAT
CAM-10 DETENTION BASIN

FROM: **Louis Berger Group**
500 Amigo Ct. #100
Las Vegas, Nevada 89119

Project Name: CAM-10 Detention Basin
Attention: Joe Christensen

Invoice #: ______
Job #: ______ **Date:** ______

Item	Proj. Princ. ($ /hr)*			Proj. Mgr. ($ /hr)*			Hydr. Eng. ($ /hr)*			CAD Tech ($ /hr)*			Clerical ($ /hr)*			Total Costs
Contract Task #	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Hours Used This Period	Hours Used To Date	Hours Left in Budget	Total CostThis Period
101A																
102A																
201A																
202A																
203A																
301A																
302A																
303A																
Subtotal																
Subtotal ($)															$ -	

* Actual Rate x 2.XX (Labor Overburden Multiplier)

Subtotal All Items	
<5% Retention>	
TOTAL AMOUNT DUE THIS INVOICE	

Total Billed to Date	
Total Amount of Contract (Not to Exceed)	
Total Amount 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; (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	Block 2 Description
Name The Louis Berger Group, Inc.	Subject Matter of Contract/Agreement Rancho/US 95 Conditional Letter of Map Revision
Address 500 Amigo Court, Suite 100	
Telephone 702/736-6632	
EIN or DUNS 22-1754524	RFP# N/A

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.	Derish M. Wolff	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Fredric S. Berger	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
3.	Thomas L. Weck	100 Halsted Street East Orange, NJ 07018	973/678-1960
4.	Pat. M. Quinn	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
5.	Nicholas J. Masucci	100 Halsted Street East Orange, NJ 07018	973/678-1960
6.	Michel Jichlinski	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
7.	James G. Bach	100 Halsted Street East Orange, NJ 07018	973/678-1960
8.	Nick Ivanoff	96 Morton Street New York, NY 10014	212/462-8500
9.	Leon Marantz	100 Halsted Street East Orange, NJ 07018	973/678-1960
10.	Francois Farhi	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39

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: 1 .

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

Notary Public - State of Nevada
COUNTY OF CLARK
CHERYL O. UPCRAFT
99-50895-1 My Appointment Expires January 14, 2007

7/21/03
Date

Subscribed and sworn to before me this 21st day of July, 2003

Cheryl O. Upcraft
Notary Public

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Ronald Kornell	Jaspal's Residential 1, Apt. 7A 34 Soi 23 Sukhumvit Bangkok, Thailand	235-3551
12.	Fabrice Signor	68 rue d'Alleray 75015 Paris, France	45 78 39 39
13.	Rene Cousin	28 rue du Gal Beuret 75015 Paris, France	45 78 39 39
14.	Alexander Popoff	33301 9th Avenue South Federal Way, WA 98003	206/431-2300
15.	Peter Polk	2300 N Street Northwest Washington, DC 20037	202/912-0200
16.	Robert Nardi	100 Halsted Street East Orange, NJ 07018	973/678-1960
17.	John Hotopp	100 Halsted Street East Orange, NJ 07018	973/678-1960
18.	Larry Walker	2300 N Street Northwest Washington, DC 20037	202/912-0200
19.	Carlos Marcenaro	2300 N Street Northwest Washington, DC 20037	202/912-0200
20.	Roger Patton	500 Amigo Court, #100 Las Vegas, NV 89119	702/736-6632

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Stantec Consulting Inc. on behalf of White Horse Estates, LLC, owner (southeast corner of Torrey Pines Boulevard and Farm Road, APN 125-14-701-001) - County (near Ward 6 - Mack)

Fiscal Impact

[X] No Impact — **Amount:**
[ ] Budget Funds Available — **Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required — **Funding Source:**

PURPOSE/BACKGROUND:
This request is to connect 74 single family dwellings located on the southeast corner of Torrey Pines and Farm Road. The owner proposes to continue extension of the 18" Elkhorn sewer line to the western edge of the development from Jones Boulevard. 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 Annexations 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 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

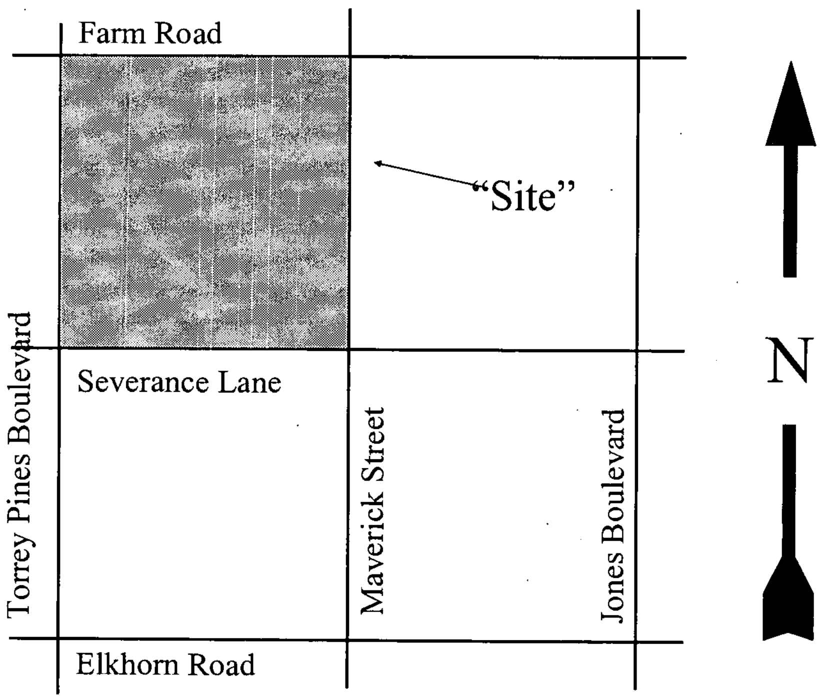
(9:28 – 9:31)
1-785

City of Las Vegas

AGENDA MEMO

SPECIAL CITY COUNCIL MEETING DATE: OCTOBER 29, 2003
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – STANTEC CONSULTING, INC. ON BEHALF OF WHITE HORSE ESTATES, LLC, OWNER, (SOUTHEAST CORNER OF TORREY PINES BOULEVARD AND FARM ROAD, APN 125-14-701-001)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 4th day of September, 2003, by and between the CLARK COUNTY WATER RECLAMATION 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 White Horse Estates, LLC (approximately 37.9 acres -- vacant land; Parcel No. 125-14-701-001 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 WATER RECLAMATION DISTRICT

By____________________________
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

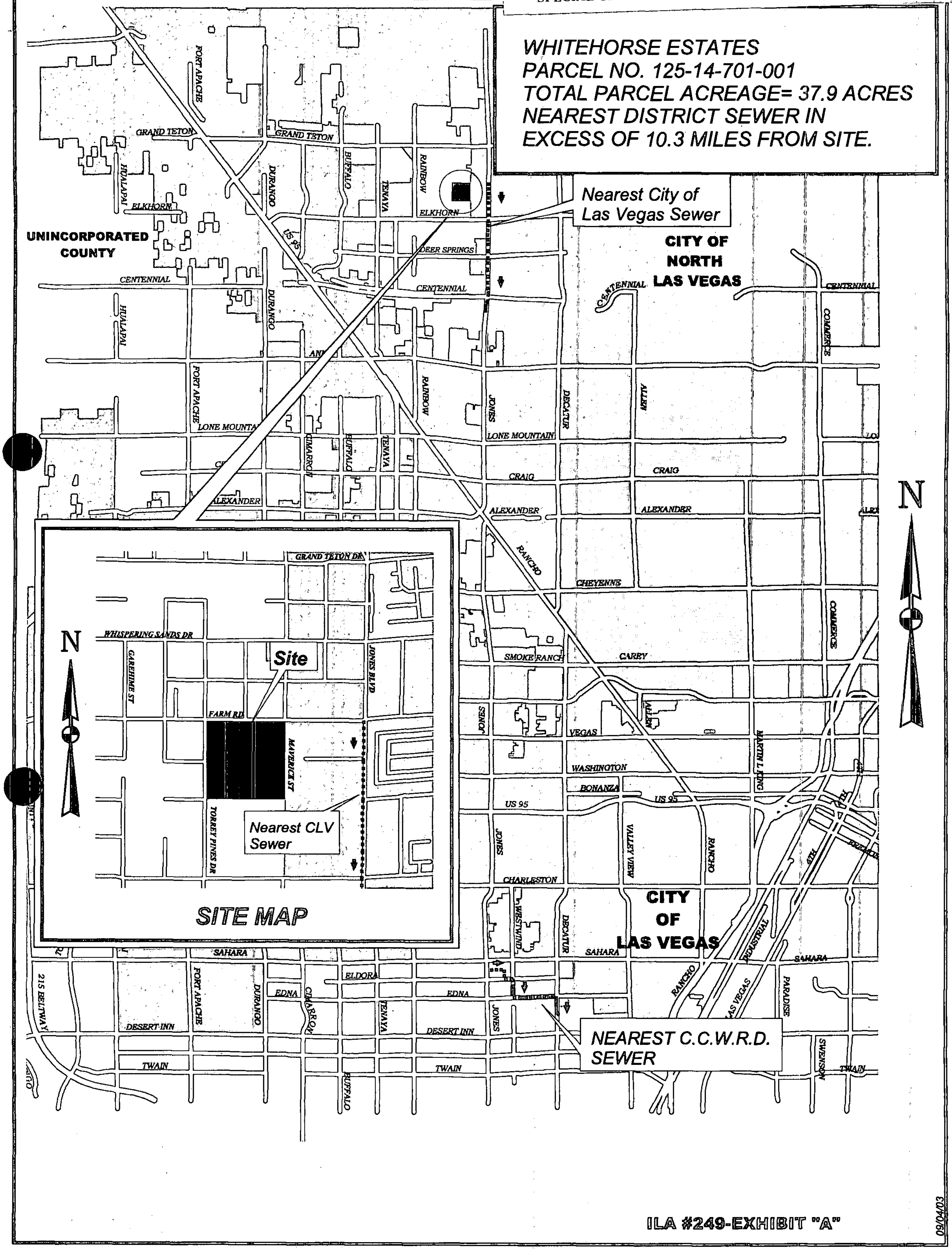
By____________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

By____________________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 11-5-03
Deputy City Attorney


WHITEHORSE ESTATES
PARCEL NO. 125-14-701-001
TOTAL PARCEL ACREAGE= 37.9 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.3 MILES FROM SITE.
Nearest City of Las Vegas Sewer
UNINCORPORATED COUNTY
CITY OF NORTH LAS VEGAS
CITY OF LAS VEGAS
NEAREST C.C.W.R.D. SEWER
N
GRAND TETON
ELKHORN
DEER SPRINGS
CENTENNIAL
LONE MOUNTAIN
CRAIG
ALEXANDER
CHEYENNE
SMOKE RANCH
CAREY
VEGAS
WASHINGTON
BONANZA
US 95
CHARLESTON
SAHARA
ELDORA
EDNA
DESERT INN
TWAIN
FORT APACHE
HUALAPAI
DURANGO
BUFFALO
RAINBOW
TENAYA
CIMARRON
JONES
DECATUR
ALLEN
COMMERCE
RANCHO
VALLEY VIEW
MARTIN L KING
WESTWIND
INDUSTRIAL
LAS VEGAS
PARADISE
SWENSON
215 BELTWAY
SITE MAP
GRAND TETON DR
WHISPERING SANDS DR
GAREHIME ST
FARM RD
Site
JONES BLVD
MAVERICK ST
TORREY PINES DR
Nearest CLV Sewer
ILA #249-EXHIBIT "A"
09/04/03

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - JPL Engineers, Inc. on behalf of Joseph D. Levin and James R. York and L'Donna York, owners (north of Helena Avenue, between Tomsik Street and Cimarron Road, APN 138-04-303-005 and 138-04-303-006) - County (near Ward 4 - Brown)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
This request is to connect 10 single family dwellings located north of Helena Avenue, between Tomsik Street and Cimarron Road. The owners propose to connect to and extend to the southern edge of the development an existing 8" sewer line in Cimarron 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 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

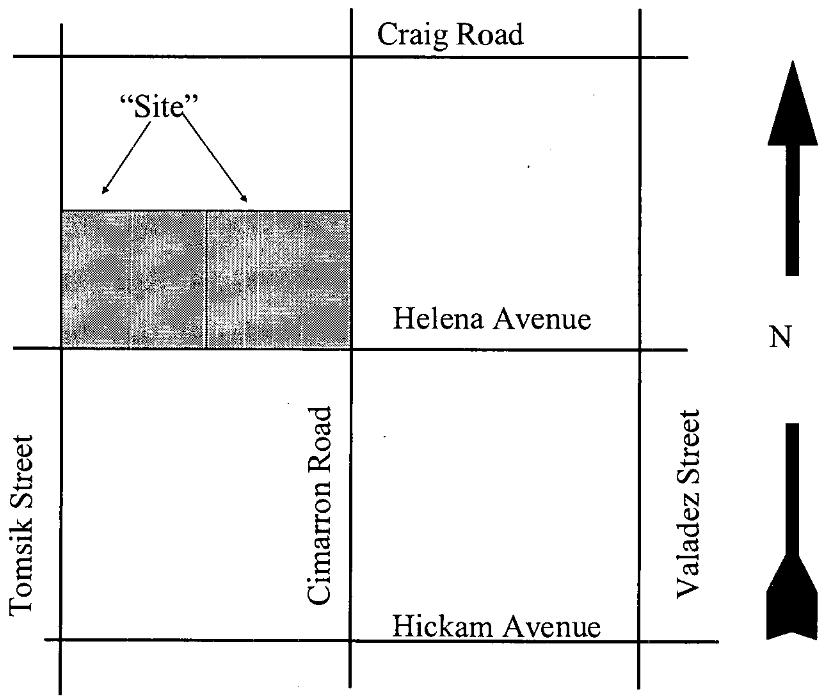
(9:28 – 9:31)
1-785

City of Las Vegas

AGENDA MEMO

SPECIAL CITY COUNCIL MEETING DATE: OCTOBER 29, 2003
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – JPL ENGINEERS, INC. ON BEHALF OF JAMES R. & L'DONNA YORK AND JOSEPH D. LEVIN, OWNERS (NORTH OF HELENA AVENUE, BETWEEN TOMSIK STREET AND CIMARRON ROAD)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 4th day of September, 2003, by and between the CLARK COUNTY WATER RECLAMATION 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 as follows:

OWNER	PARCEL	ACREAGE (TYPE)
Joseph D. Levine	138-04-303-005	2.1 (vacant)
James R. and L'Donna York	138-04-303-006	2.5 (vacant
	Total	4.6 acres

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 WATER RECLAMATION DISTRICT

By
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

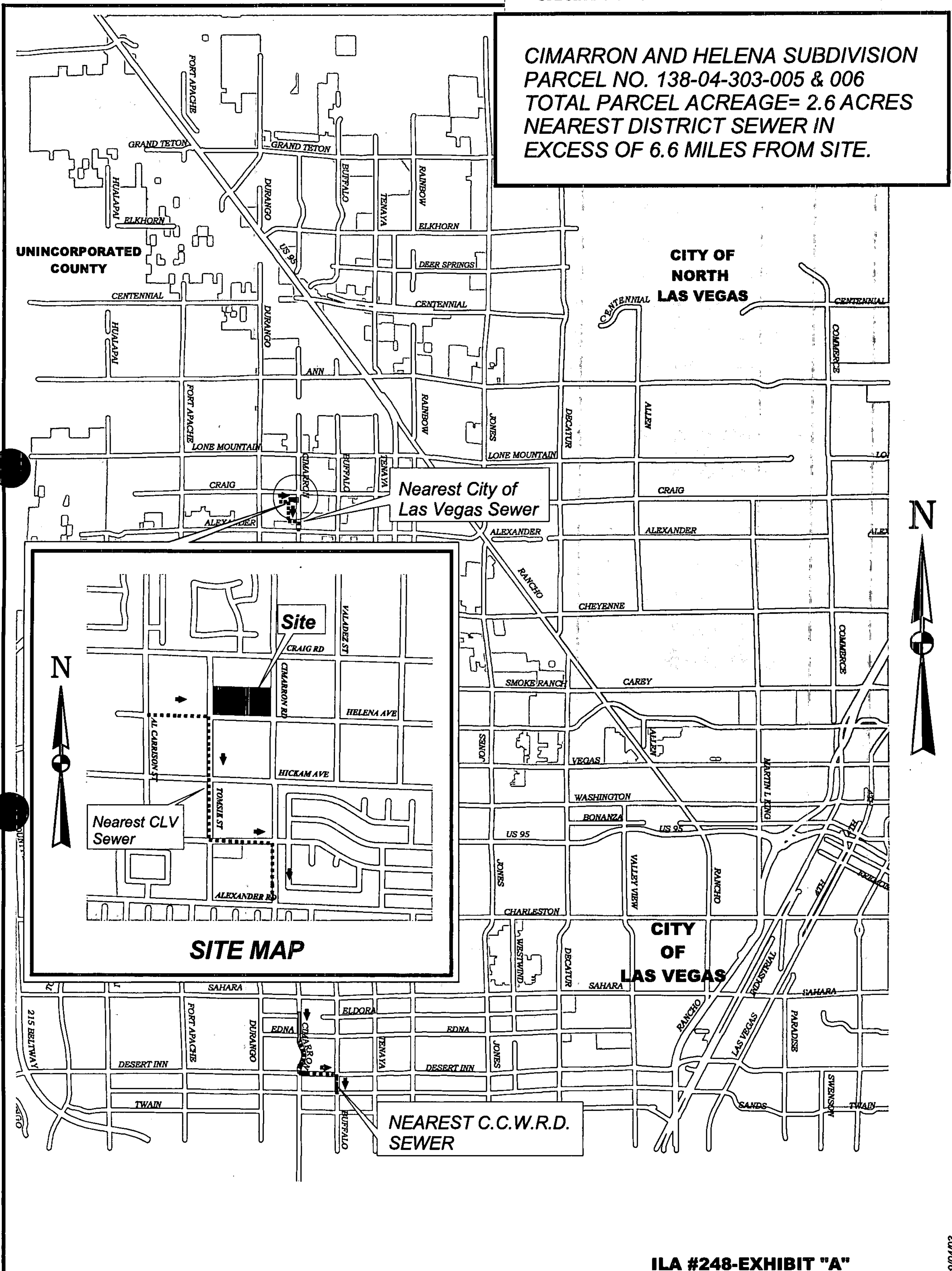
By
OSCAR B. GOODMAN, Mayor

ATTEST:

By
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 11-5-03
Deputy City Attorney



ILA #248-EXHIBIT "A"

09/04/03

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Southwest Engineering on behalf of Southwest Homes, LLC, owner (northeast corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The proposed encroachment will consist of landscaping on the east side of Campbell Road, north side of Elkhorn Road, and south side of Severance Lane consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Centennial Park 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:
Copy of Encroachment Exhibit "A" (northeast corner of Campbell Road and Elkhorn Road)

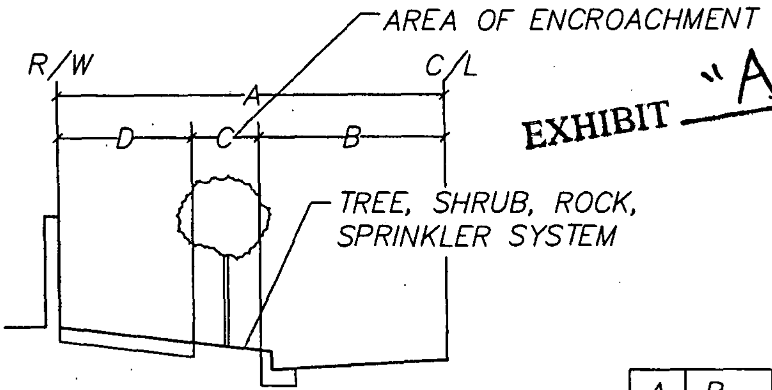
MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

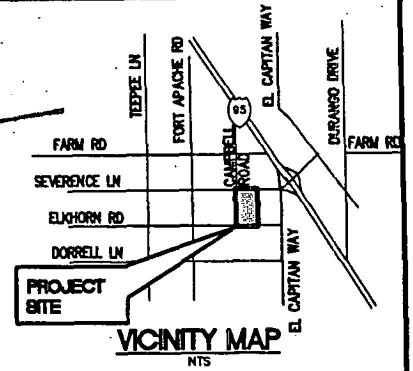
(9:28 – 9:31)
1-785

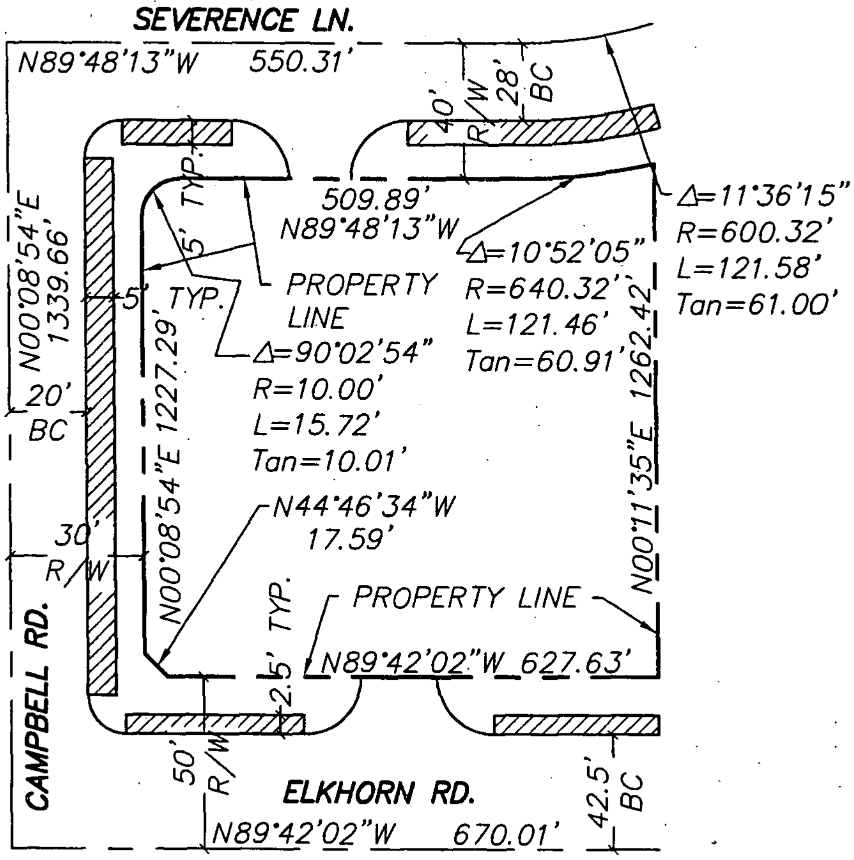
EXHIBIT "A"



TYPICAL SECTION
N.T.S.

	A	B	C	D
60'R/W	30'	20'	5'	5'
80'R/W	40'	28'	5'	7'
100'R/W	50'	42.5'	2.5'	5'





ENCROACHMENT EXHIBIT
N.T.S.
CENTENNIAL PARK
I: \LDD_PROJ\030313\DWG\ENCR-EXH.DWG 8-29-03
PAGE OF

SOUTHWEST ENGINEERING
LAND PLANNING • MAPPING • DEVELOPMENT

3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax: (702) 648-4143

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Chad Vellinga, P.E., on behalf of Rancho Courtyard, LLC, owner (Rancho Drive south of Charleston Boulevard) - Ward 1 (Moncrief)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The proposed encroachment will consist of landscaping on both sides of a meandering sidewalk on the eastern side of Rancho Drive extending approximately 363' along the property line. The width of the encroachment shall be no wider than 5' on either side of the sidewalk. The encroachment will consist of 24" box trees 15' tall, shrubs, and an irrigation system for the proposed Rancho Courtyard Offices. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

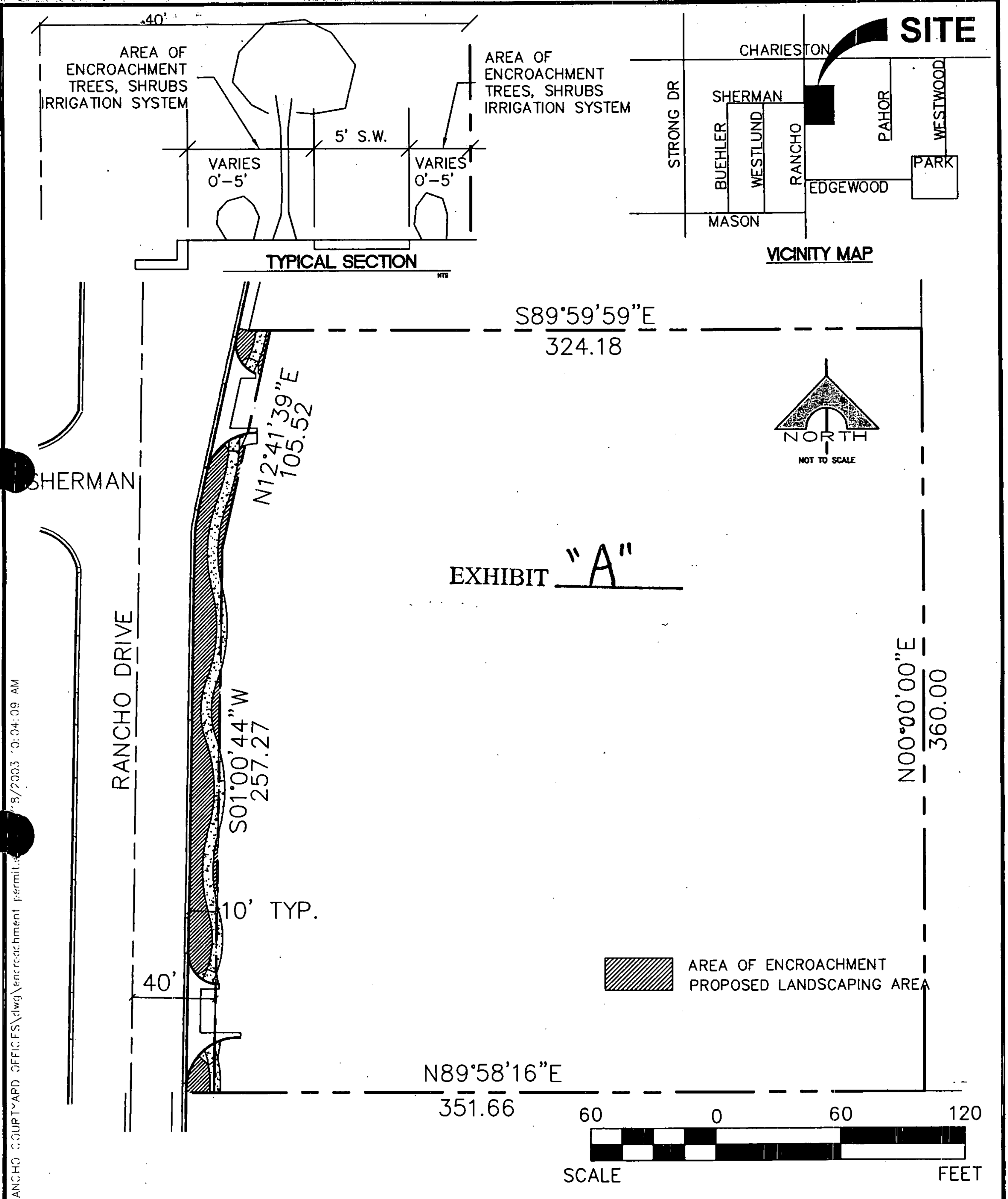
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Rancho Drive south of Charleston Boulevard)

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785



SCALE: 1'=40'	RANCHO COURTYARD OFFICES RANCHO DRIVE / SOUTH OF CHARLESTON BLVD **ENCROACHMENT PERMIT** EXHIBIT	**CHAD VELLINGA, P.E.** **CIVIL ENGINEER** 3445 S. VALLEY VIEW BLVD. LAS VEGAS, NV 89102 (702) 949-2900 FAX: (702) 949-2901
DATE:		
DRAFTER: CCV		

37

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Paul M. Christopher, owner (northwest corner of El Capitan Way and Helena Avenue, APN 138-05-301-049) - County (near Ward 4 - Brown)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
This request is to connect a single family dwelling located at the northwest corner of El Capitan Way and Helena Avenue. The owner proposes to connect to the 12" sewer line in Craig Road at El Capitan Way and extend it to the southern edge of the development. 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 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

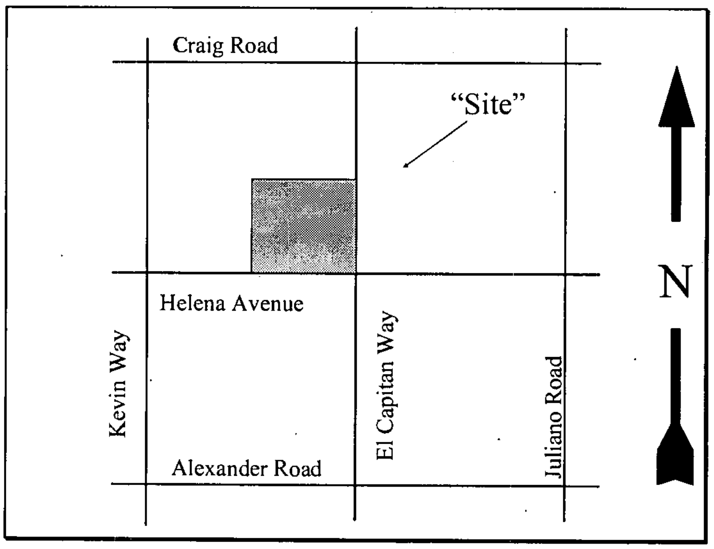
(9:28 – 9:31)
1-785

City of Las Vegas

AGENDA MEMO

SPECIAL CITY COUNCIL MEETING DATE: OCTOBER 29, 2003
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – PAUL M. CHRISTOPHER, OWNER (NORTHWEST CORNER OF EL CAPITAN WAY AND HELENA AVENUE, APN 138-05-301-049)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 17th day of September, 2003, by and between the CLARK COUNTY WATER RECLAMATION 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 Paul M. Christopher Living Trust (approximately 2.6 acres -- vacant land; Parcel No. 138-05-301-049 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 WATER RECLAMATION DISTRICT

By______________________________
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

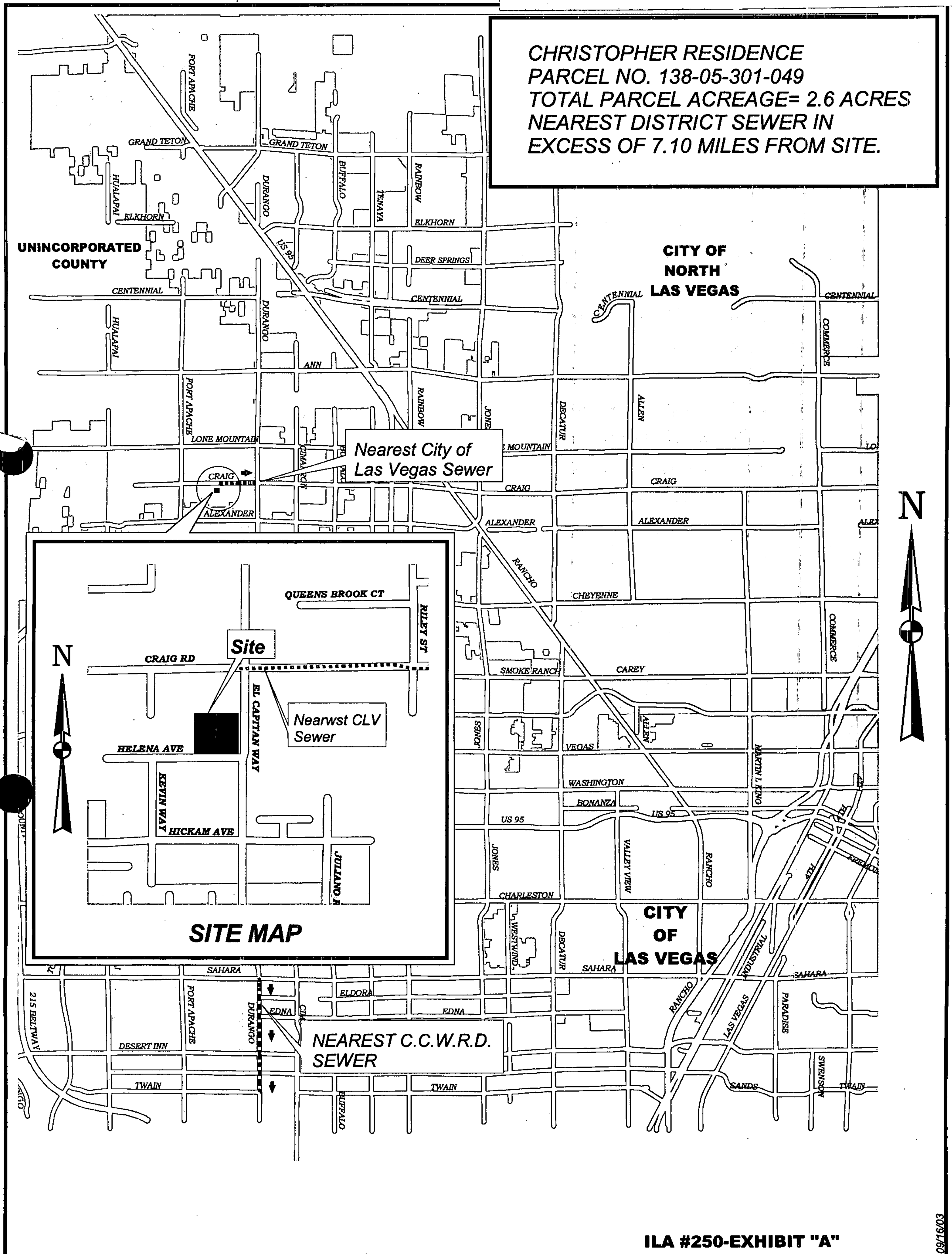
By______________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

By______________________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Norman R. Green 11-5-03
Deputy City Attorney


CHRISTOPHER RESIDENCE
PARCEL NO. 138-05-301-049
TOTAL PARCEL ACREAGE= 2.6 ACRES
NEAREST DISTRICT SEWER IN EXCESS OF 7.10 MILES FROM SITE.
UNINCORPORATED COUNTY
CITY OF NORTH LAS VEGAS
Nearest City of Las Vegas Sewer
SITE MAP
Site
Nearwst CLV Sewer
QUEENS BROOK CT
RILEY ST
CRAIG RD
EL CAPITAN WAY
HELENA AVE
KEVIN WAY
HICKAM AVE
JULIANO R
CITY OF LAS VEGAS
NEAREST C.C.W.R.D. SEWER
N
ILA #250-EXHIBIT "A"
09/16/03

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mary Irby, owner (northwest corner of Tropical Parkway and Bonita Vista Street, APN 125-29-610-001) - County (near Ward 6 - Mack)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	Public Works/City Engineer
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
This request is to connect a single family dwelling located at the northwest corner of Tropical Parkway and Bonita Vista Street. The owner proposes to connect to the 12" 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 applicant has 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 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

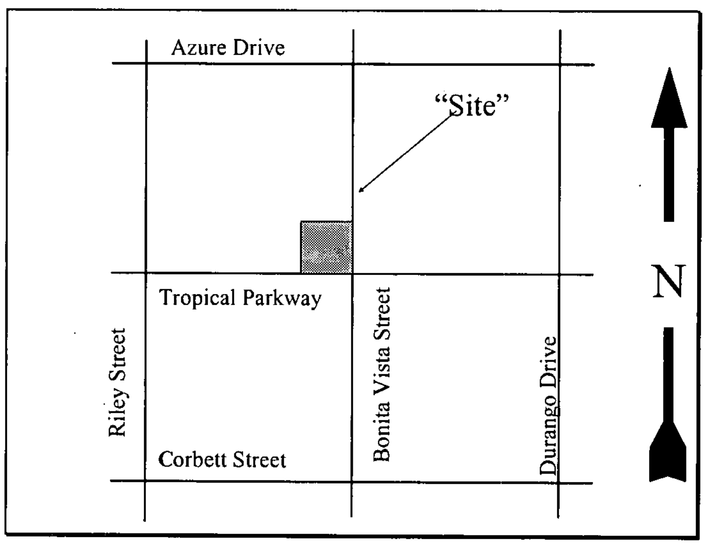
(9:28 – 9:31)
1-785

City of Las Vegas

AGENDA MEMO

SPECIAL CITY COUNCIL MEETING DATE: OCTOBER 29, 2003
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – MARY IRBY, OWNER (NORTHWEST CORNER OF BONITA VISTA STREET AND TROPICAL PARKWAY, APN 125-29-610-001)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 18th day of September, 2003, by and between the CLARK COUNTY WATER RECLAMATION 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 Mary Irby (approximately 0.5 acres -- residential land; Parcel No. 125-29-610-001 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 WATER RECLAMATION DISTRICT

By
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

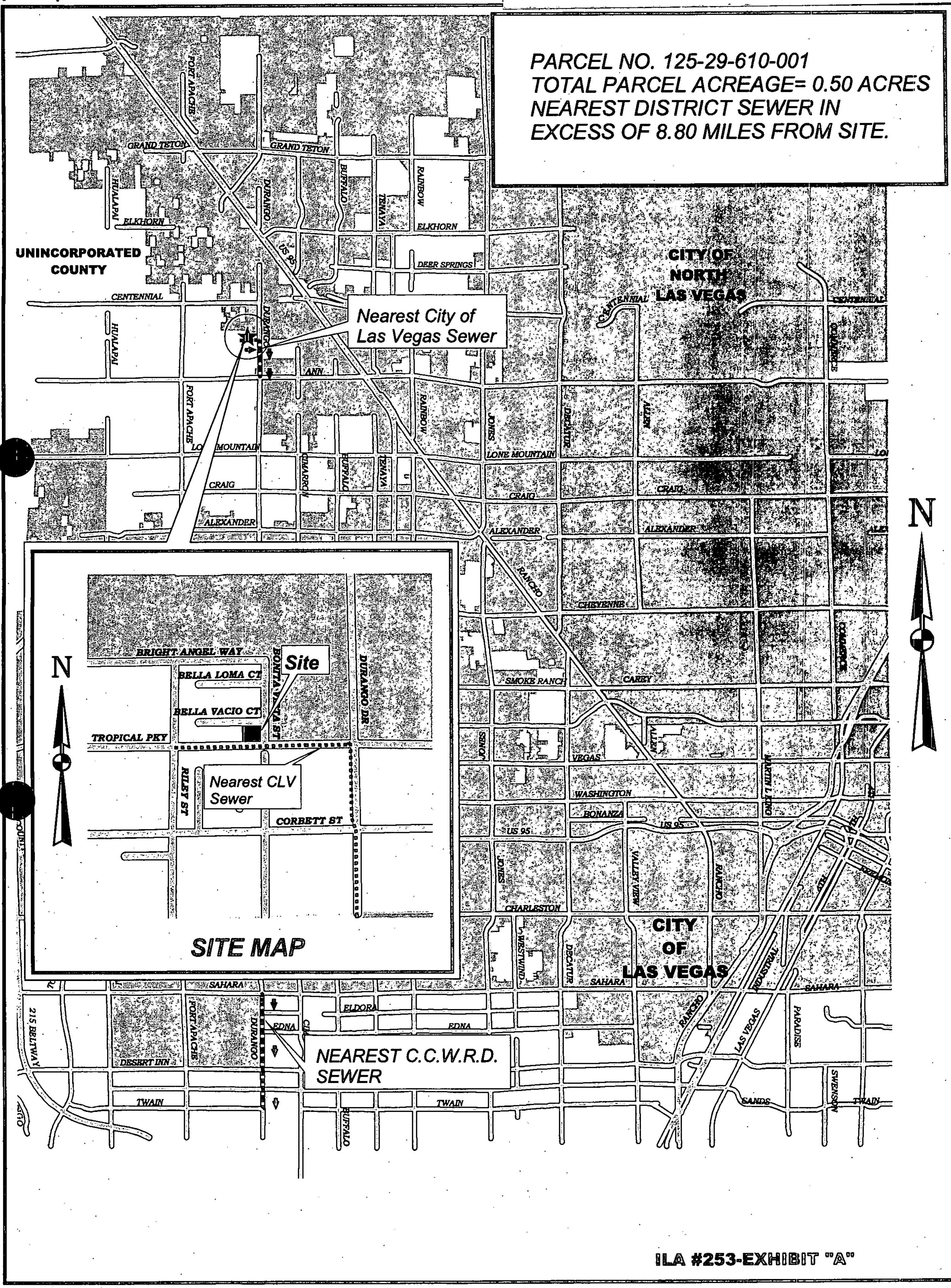
By
OSCAR B. GOODMAN, Mayor

ATTEST:

By
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 11-5-03
Deputy City Attorney


PARCEL NO. 125-29-610-001
TOTAL PARCEL ACREAGE= 0.50 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.80 MILES FROM SITE.
UNINCORPORATED COUNTY
CITY OF NORTH LAS VEGAS
CITY OF LAS VEGAS
Nearest City of Las Vegas Sewer
NEAREST C.C.W.R.D. SEWER
GRAND TETON
ELKHORN
DEER SPRINGS
CENTENNIAL
ANN
LONE MOUNTAIN
CRAIG
ALEXANDER
CHEYENNE
SMOKE RANCH
CAREY
VEGAS
WASHINGTON
BONANZA
US 95
CHARLESTON
SAHARA
ELDORA
EDNA
DESERT INN
TWAIN
SANDS
FORT APACHE
HUALAPAI
DURANGO
BUFFALO
TENAYA
RAINBOW
JONES
DECATUR
ALLEN
RANCHO
CIMARRON
COMMERCE
MARTIN L KING
VALLEY VIEW
WESTWIND
INDUSTRIAL
LAS VEGAS
PARADISE
SWENSON
215 BELTWAY
N
SITE MAP
Site
Nearest CLV Sewer
BRIGHT ANGEL WAY
BELLA LOMA CT
BELLA VACIO CT
TROPICAL PKY
CORBETT ST
RILEY ST
BONITA VISTA ST
DURANGO DR
ILA #253-EXHIBIT "A"
09/16/03

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from PMK, LLC, on behalf of Mark James, LLC, owner (6th Street between Lewis Avenue and Clark Avenue) - Ward 1 (Moncrief)

Fiscal Impact

[X] No Impact — **Amount:**
[ ] Budget Funds Available — **Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required — **Funding Source:**

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of landscaping on both sides of the sidewalk on the east side of 6th Street extending approximately 50' along the property line consisting of grass and an irrigation system for the proposed Jimmerson Hansen Guest Parking Lot. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Sixth Street between Lewis Avenue and Clark Avenue)

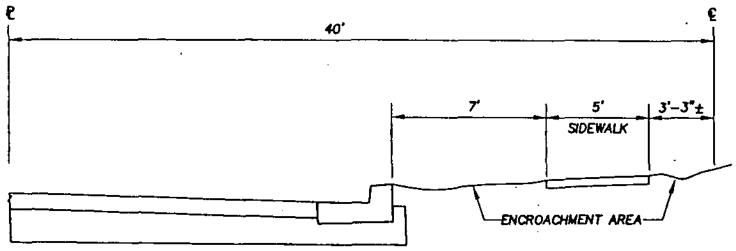
MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

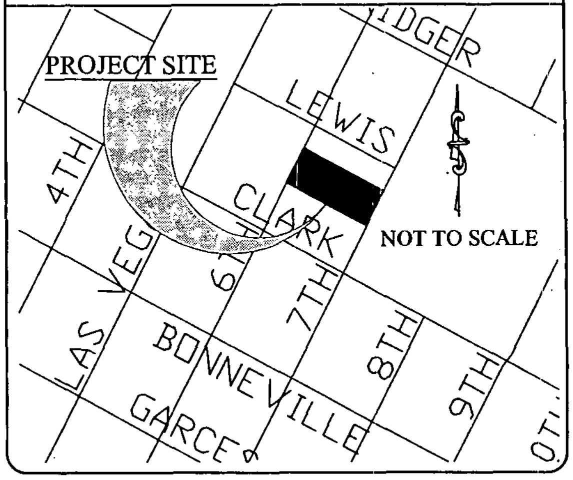
TYPICAL SECTION



NOT TO SCALE

EXHIBIT "A"

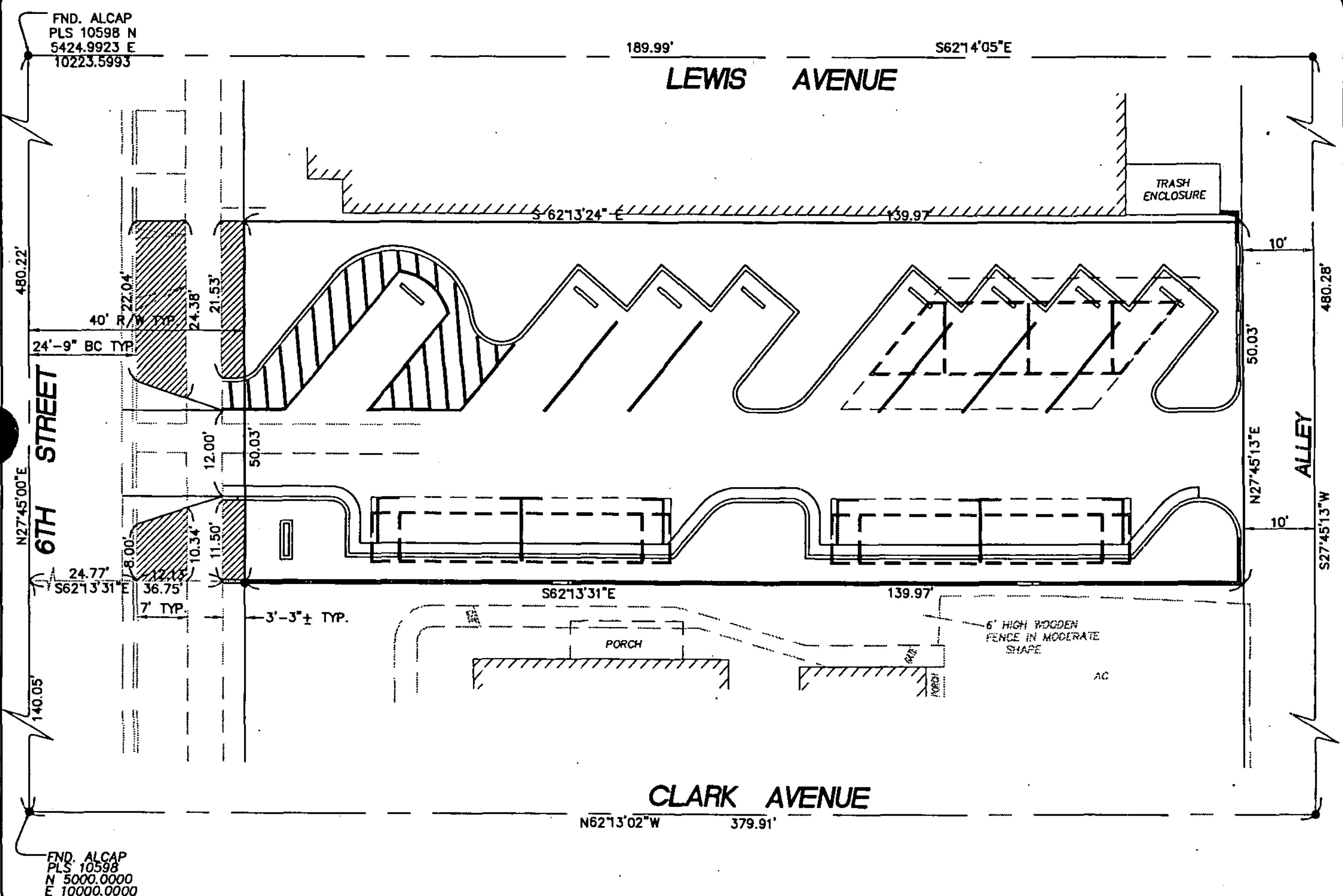
VICINITY MAP



NOT TO SCALE

LEGEND

AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA



AZTEC

3320 N. Buffalo Drive
Suite 106
Las Vegas, NV 89129-7410
Tel (702) 396-3426
Fax (702) 396-3758
Web: aztec.us

Project: JIMMERSON HANSEN ATTORNEYS AT LAW, et al
GUEST PARKING LOT (ENCROACHMENT EXHIBIT)

Project No: AZ03053 Date: 8/29/03 Fig. No: 1

40

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE
SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-138-2003 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit from 35 to 45 MPH on Ann Road from US 95 to the East City Limits - Ward 6 (Mack)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Traffic Eng.
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending a change in speed limit on Ann Road from US 95 to the East City Limits from 35 mph to 45 mph. This section of Ann Road is now fully improved to a 100-foot right-of-way. Traffic studies conducted on this roadway showed that the 85th percentile speed was 50 mph. Staff is recommending a speed of 45 mph to be in line with the results of the traffic study.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

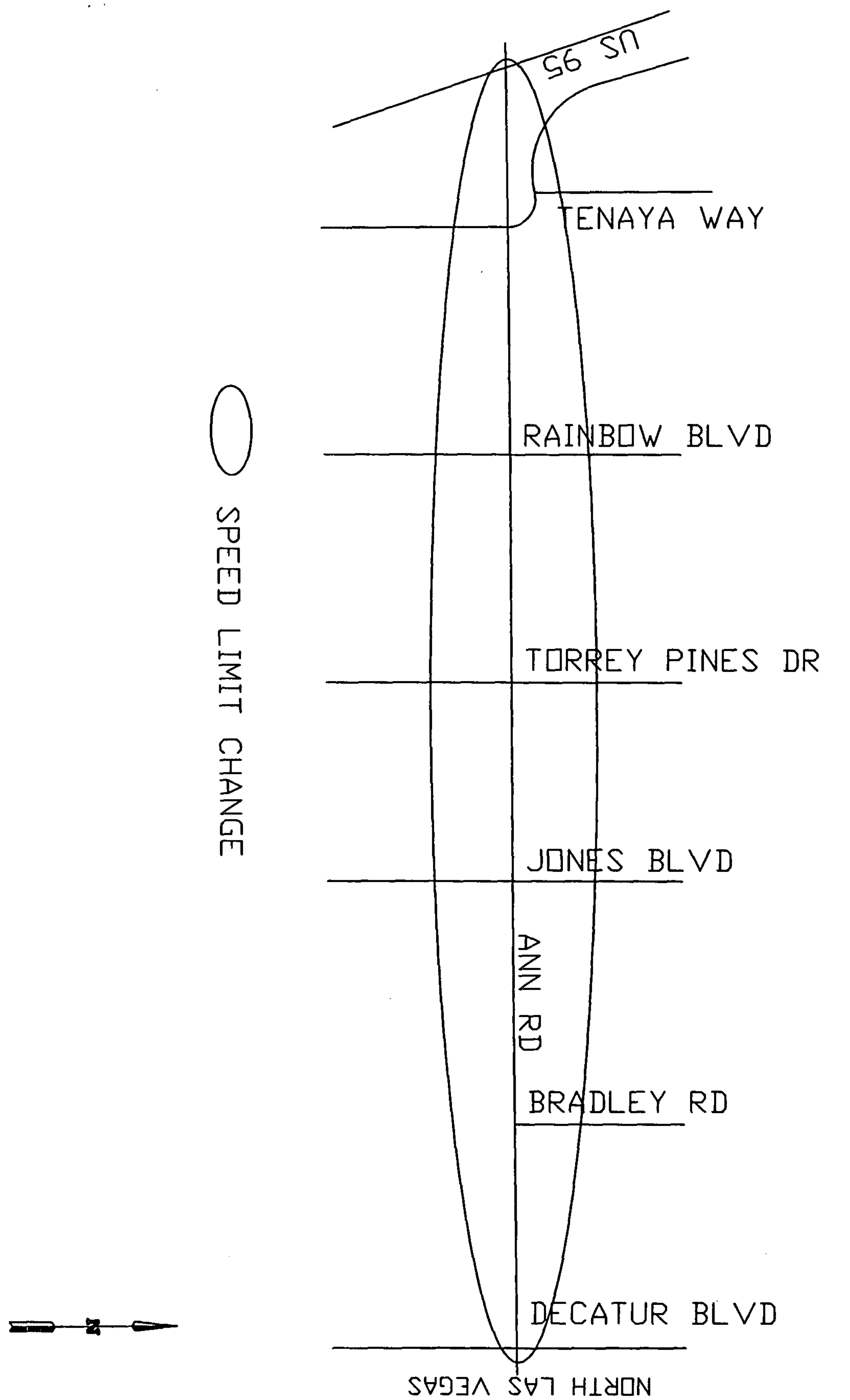
BACKUP DOCUMENTATION:
1. Map
2. Resolution No. R-138-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4:	**APPROVED under separate action** (see individual item)
Item 53:	**STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785


US 95
TENAYA WAY
RAINBOW BLVD
TORREY PINES DR
JONES BLVD
ANN RD
BRADLEY RD
DECATUR BLVD
NORTH LAS VEGAS
SPEED LIMIT CHANGE
N

RESOLUTION NO. R-138-2003

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Ann Road	US 95 Expressway	Decatur Blvd.

Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zones:

STREET	FROM	TO
Ann Road	US 95 Expressway	East City Limits

OSCAR GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-139-2003 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to add a speed limit of 35 MPH on Elkhorn Road from Decatur Boulevard to Sky Pointe Drive - Ward 6 (Mack)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Public Works/Traffic Eng.
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The Traffic Engineering Division is recommending a change in speed limit on Elkhorn Road from Decatur Boulevard to Sky Pointe Drive from 25 mph to 35 mph. Traffic studies conducted on this roadway showed that the 85th percentile speed was 42.5 mph; however, staff is recommending a speed of 35 mph because Cadwallader Middle School and a park are located on this section of Elkhorn Road as well as homes that face the street.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

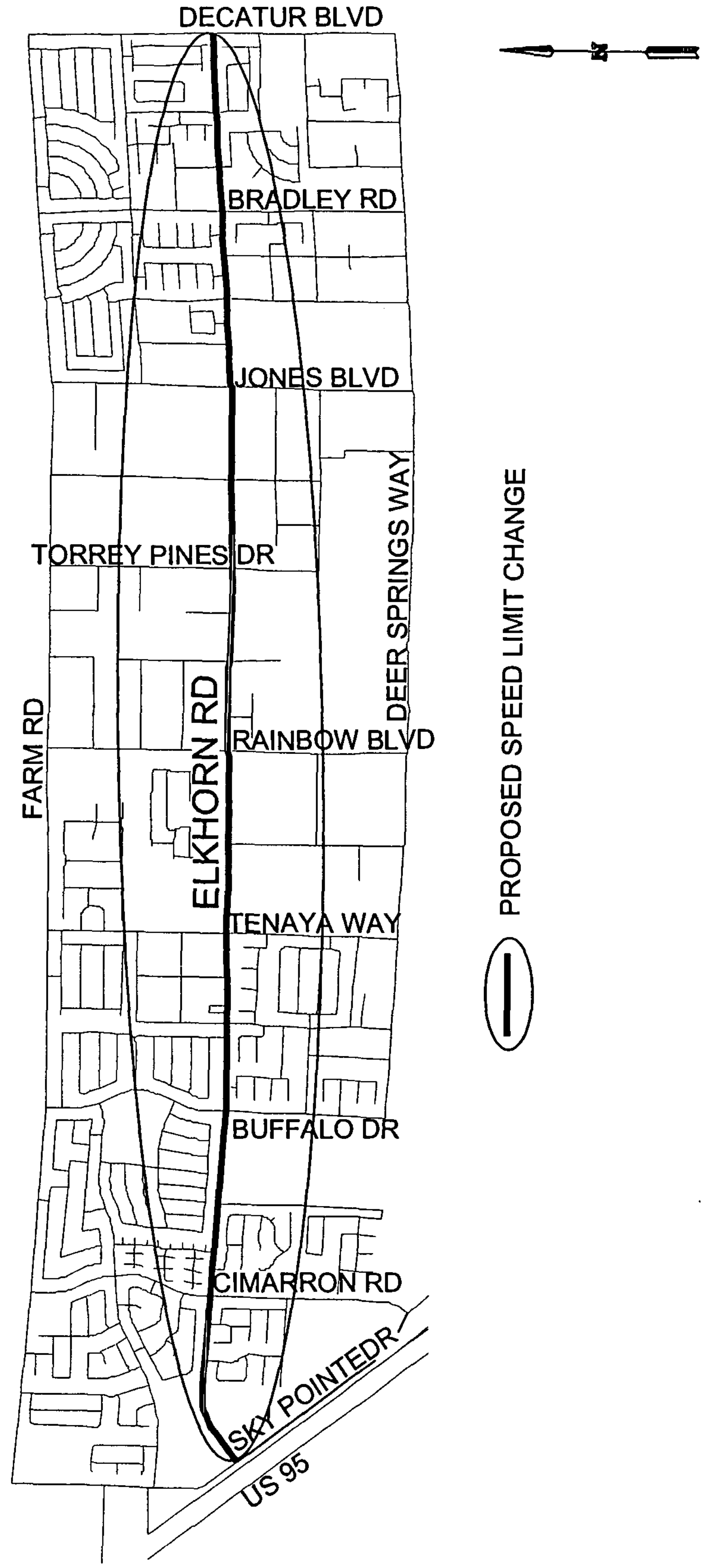
BACKUP DOCUMENTATION:
1. Map
2. Resolution No. R-139-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4:	**APPROVED under separate action** (see individual item)
Item 53:	**STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785


DECATUR BLVD
BRADLEY RD
JONES BLVD
TORREY PINES DR
DEER SPRINGS WAY
FARM RD
ELKHORN RD
RAINBOW BLVD
TENAYA WAY
BUFFALO DR
CIMARRON RD
SKY POINTE DR
US 95
N
PROPOSED SPEED LIMIT CHANGE

RESOLUTION NO. R-139-2003

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Elkhorn Road	Decatur Blvd.	Sky Pointe Drive

OSCAR GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-140-2003 - Approval of a Resolution concerning a proposed special improvement district for Cliffs Edge and approving the form of a deposit agreement - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Cliff's Edge, LLC (the Developer) has requested that the City form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 607 (Cliff's Edge). This Deposit and Reimbursement Agreement provides for a deposit in the amount of $350,000 for the City to draw against as it incurs the expenses of creating and financing this new SID.

RECOMMENDATION:
It is recommended that the Council adopt this resolution.

BACKUP DOCUMENTATION:
1. Resolution No. R-140-2003
2. Deposit and Reimbursement Agreement

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. **R-140-2003**

A RESOLUTION CONCERNING A PROPOSED SPECIAL IMPROVEMENT DISTRICT FOR CLIFFS EDGE AND APPROVING THE FORM OF A DEPOSIT AGREEMENT.

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City") has received a proposal from Cliffs Edge LLC (the "Developer") concerning a proposed Special Improvement District to be formed pursuant to the City's Developer Special Improvement District Guidelines (the "Guidelines"); and

WHEREAS, pursuant to the Guidelines the City's Director of Finance and Business Services (the "Finance Director") is to establish the amount of a deposit to pay the City's costs and expenses associated with the formation of the district, the levy of assessments, and the issuance of bonds; and

WHEREAS, the Council has been presented with the proposed form of the Deposit and Reimbursement Agreement between the City and Developer (the "Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The form, terms and provisions of the Agreement is approved, and the City shall enter into and perform its obligations under the Agreement in substantially the form of such document presented to the Council in this meeting, with only such changes therein as are required by the circumstances and are not inconsistent herewith; and the officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby. The Council authorizes the staff to negotiate the particulars of the district and the financing with the Developer.

Section 2. Passage of this resolution does not obligate the City to create the district, issue bonds therefor, or to give any land use or other approvals to any projects in the district or elsewhere.

Section 3. 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, previously repealed.

Section 4. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be 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.

PASSED AND APPROVED October 29, 2003.

(SEAL)

Mayor

Attest:

City Clerk

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified and acting City Clerk of Las Vegas (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 (the "Council") at a meeting of the Council held on October 15, 2003.

2. 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 Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

3. The members of the Council were present at the meeting and voted on the passage of the resolution as follows:

Those Voting Aye:	Mayor:	Oscar Goodman
	Councilmembers:	Gary Reese
		Larry Brown
		Lynette Boggs-McDonald
		Lawrence Weekly
		Michael Mack
		Janet Moncrief
Those Voting Nay:		NONE
Those Absent:		NONE

4. All members of the Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given by 9:00 a.m. at least three (3) working days 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 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 Council, to wit:

(i) City Hall
Las Vegas, Nevada

(ii) Senior Citizens Center
Las Vegas, Nevada

(iii) Clark County Government Center
Las Vegas, Nevada
(iv) Las Vegas Library
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council.

5. A copy of such notice so given of the meeting of the Council is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this October 29, 2003

(SEAL)

City Clerk

EXHIBIT A

(Attach copy of posted agenda)

City of Las Vegas

SPECIAL
CITY COUNCIL AGENDA

OCTOBER 29, 2003
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City of Las Vegas

SPECIAL CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: http://www.LasVegasNevada.gov
OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),
LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

OCTOBER 29, 2003

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 MAY BE AVAILABLE AT A COST OF $3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE 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 - REVEREND CYNDI DeLONG, RELIGIOUS SCIENCE
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF BRIAN KRAL AND THE RAINBOW COMPANY
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL BASEBALL TEAM
- SPECIAL PRESENTATION BY THE CLARK COUNTY HEALTH DISTRICT
- RECOGNITION OF POLICE AND FIRE GAMES CHAMPION SWIMMER RYAN WYNN

BUSINESS ITEMS

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

2. Approval of the Final Minutes by reference of the Regular City Council Meeting of September 17, 2003

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 ($63,700 - General Fund)

4. Approval of the Production and Promotion Agreement between SFX Management, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration – All Wards

ADMINISTRATIVE SERVICES - CONSENT

5. Approval of the ratification of Lito Rayos in a Council support position to the Ward 1 office – Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

7. Approval of modification to the Parks in Progress listing to remove projects and to allocate $50,000 to the Charleston Heights Community School Modular project ($50,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Moncrief)

8. Approval of a new Family Child Care Home License, Sandra Hansen, 3612 Crescent Canyon Street, Sandra Hansen, 100% - Ward 4 (Brown)

9. Approval of a new Family Child Care Home License, Rebecca Ann Mallet, 5704 Alta Drive, Rebecca A. Mallet, 100% - Ward 1 (Moncrief)

10. Approval of a new Family Child Care Home License, Rachael Painter, 3925 Prospect Street, Rachael Painter, 100% - Ward 6 (Mack)

11. Approval of a new Family Child Care Home License, Erika Thompson, 3680 Copper Cactus Drive, Erika Thompson, 100% - Ward 4 (Brown)

12. Approval of License Holder for a Child Care Center/Nursery License, Childtime Childcare, Inc., dba Childtime Children's Center, 555 Page Street, From: Taylor Ward, VP, License Holder, To: Susan Brisbane, Area Mgr, License Holder - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of License Holder for a Child Care Center/Preschool License, Solid Rock Learning Center, 2929 Cedar Avenue, From: Douglas Oliverius, Administrator, License Holder, To: Mark L. Lebsack, Pastor, License Holder - Ward 3 (Reese)

14. Approval of Liquor Caterer License, B & R, Inc., dba Timbers, 2200 North Rainbow Boulevard, Andrew B. Donner, Dir, Pres, Secy, Treas, Timbers Hospitality Group, Inc., 100%, Donner Investment Trust, 52.542%, Andrew B. Donner, Trustee, Gregory A. Bank, 11.017%, Jack L. Breslin, 8.475%, Robert O'Neil, 8.475%, Michael D. Donner, 4.237% - Ward 6 (Mack)

15. Approval of Change of LLC Name and Business Name for a Tavern License, From: L.V.B.L. Las Vegas Bar & Liquor, LLC, dba Las Vegas Bar & Liquor, To: My Cousin Vinny, LLC, dba My Cousin Vinny, 1600 East Sahara Avenue, Robert J. A. Ferranti, Sr., Mgr, Mmbr, 100% - Ward 3 (Reese)

16. Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Assahouri & Assahouri, dba S & A Mart, 8490 Westcliff Drive, Abdel K. Assahouri and Mona A. Assahouri, 100% jointly as husband and wife - Ward 2 (L.B. McDonald)

17. Approval of Change of Location for a Locksmith License subject to the provisions of the planning & fire codes, A & B Security Group, Inc., dba A & B Security Group, Inc., From: 3400 West Desert Inn Road, Suites 14 & 40, To: 3201 West Sahara Avenue, Gary W. Schaff, Dir, Pres, Secy, 100% - Ward 1 (Moncrief)

18. Approval of Contract No. 040060-LW, Water Pollution Control Facility information technologies planning - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($566,950 – Sanitation Enterprise Fund)

19. Approval of award of Contract No. 040099-CW, Electronic Document Management Implementation Services - Department of Information Technologies - Award recommended to: IMERGE CONSULTING, INC. ($521,104 – Internal Service Fund)

20. Approval of award of Bid Number 03.15341.01-CW, Charleston Heights Community School Modular Office Building and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: FEDERAL GENERAL, INC. ($255,788 - Capital Projects Fund) - Ward 1 (Moncrief)

21. Preapproval of award of Bid Number 040069-LED, Demolition of Bishop Hall, First Baptist Church to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Neighborhood Services ($90,000 - Capital Projects Fund) - Ward 5 (Weekly)

22. Approval of revision number two to purchase order 214815 for Emergency Medical Services (EMS) Transport Claims Processing, Filing and Management - Department of Fire and Rescue - Award to: MEDICLAIMS, INC. ($50,000 - General Fund)

23. Approval of issuance of a purchase order for an annual requirements contract for John Deere OEM parts and service - Department of Field Operations - Award recommended to: BLAINE EQUIPMENT CO., INC. (Estimated annual amount of $50,000 - Internal Service Fund)

24. Approval of issuance of a purchase order for an annual requirements contract for International OEM parts and service - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS, INC. (Estimated annual amount of $50,000 - Internal Service Fund)

25. Approval of award of Contract No. 040074-LW for the development and implementation of a Maintenance Optimization Program - Department of Public Works - Award recommended to: COMPUTATIONAL SYSTEMS, INC. ($35,294 - Enterprise Fund)

26. Approval of revision number two to purchase order 216081 for paging services - Department of Information Technologies - Award to: METROCALL, INCORPORATED ($10,000 - General Fund)

HUMAN RESOURCES DEPARTMENT - CONSENT

27. Approval to contract with Lumenos as provider for Consumer Driven Health Care as a third option to the City Health Insurance Plan (CHIP) and Health Plan of Nevada (HPN)

LEISURE SERVICES DEPARTMENT - CONSENT

28. Approval of the expenditure of $40,000 (General Fund) for artistic services to create a public sculpture for Mary Dutton Park - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

29. Approval of an allocation of $22,000 Community Development Block Grant funding to Clark County Legal Services Program, Inc for office expansion at 800 South Eighth Street - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

30. Approval of a Third Supplemental Interlocal Contract reducing funding for construction of Local Drainage Improvements in Crystal Water Way between Lake South Drive and Desert Inn Road ($209,979 reduction - Clark County Regional Flood Control District) - Ward 2 (L.B. McDonald)

31. Approval of a Dedication from the City of Las Vegas, for portions of the Northwest Quarter of Section 28, Township 19 South, Range 60 East, Mount Diablo Meridian, for rights-of-way located on Durango Drive "S" Curve alignment from Tropical Parkway northwesterly to Centennial Parkway - Ward 6 (Mack)

32. Approval of Interlocal Agreement #108442 between the City of Las Vegas and Las Vegas Valley Water District for Special Improvement District No.1493 on Alexander Road and Hualapai Way between Cheyenne Avenue and Cimarron Road - Ward 4 (Brown)

33. Approval of a First Amendment to the Engineering Design Services Agreement with The Louis Berger Group for design of the CAM 10 Detention Basin ($125,000 - Clark County Regional Flood Control District) - Wards 4 and 6 (Brown and Mack)

34. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Stantec Consulting Inc. on behalf of White Horse Estates, LLC, owner (southeast corner of Torrey Pines Boulevard and Farm Road, APN 125-14-701-001) - County (near Ward 6 – Mack)

35. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - JPL Engineers, Inc. on behalf of Joseph D. Levin and James R. York and L'Donna York, owners (north of Helena Avenue, between Tomsik Street and Cimarron Road, APN 138-04-303-005 and 138-04-303-006) - County (near Ward 4 – Brown)

36. Approval of an Encroachment Request from Southwest Engineering on behalf of Southwest Homes, LLC, owner (northeast corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)

37. Approval of an Encroachment Request from Chad Vellinga, P.E., on behalf of Rancho Courtyard, LLC, owner (Rancho Drive south of Charleston Boulevard) - Ward 1 (Moncrief)

38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Paul M. Christopher, owner (northwest corner of El Capitan Way and Helena Avenue, APN 138-05-301-049) - County (near Ward 4 – Brown)

39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mary Irby, owner (northwest corner of Tropical Parkway and Bonita Vista Street, APN 125-29-610-001) - County (near Ward 6 – Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of an Encroachment Request from PMK, LLC, on behalf of Mark James, LLC, owner (6th Street between Lewis Avenue and Clark Avenue) - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

41. R-138-2003 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit from 35 to 45 MPH on Ann Road from US 95 to the East City Limits - Ward 6 (Mack)

42. R-139-2003 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to add a speed limit of 35 MPH on Elkhorn Road from Decatur Boulevard to Sky Pointe Drive - Ward 6 (Mack)

43. R-140-2003 - Approval of a Resolution concerning a proposed special improvement district for Cliffs Edge and approving the form of a deposit agreement - Ward 6 (Mack)

44. R-142-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

45. R-143-2003 - Approval of a Resolution approving the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

46. R-144-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

47. R-145-2003 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

48. R-146-2003 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

49. R-147-2003 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

50. R-148-2003 - Approval of a Resolution directing the City Treasurer to prepare the Third Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

51. R-149-2003 - Approval of a Resolution approving the Third Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

52. R-150-2003 - Approval of a Resolution directing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to amend the use of proceeds and pledged funding source for the City of Las Vegas General Obligation $25,000,000 Parking Bonds (Additionally Secured by Pledged Revenues) Series 2002A - Ward 3 (Reese)

REAL ESTATE COMMITTEE – CONSENT

53. Approval of a Lease Agreement with Lukegroup, LLC dba Jiffy Smog for approximately two thousand square feet of free-standing building space and approximately six parking spaces located at 1501 North Decatur Boulevard ($2,000 revenue/month - Miscellaneous Rentals) - Ward 1 (Moncrief)

54. Approval of a Quitclaim Deed in favor of the United States of America from the City of Las Vegas pertaining to 10 acres of Bureau of Land Management land located in the vicinity of Rockmoss Street and Westcliff Drive, APN 138-28-801-002- Ward 2 (L.B. McDonald)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

55. Discussion and possible action on Appeal of Work Card Denial: Juliette Adriana Gil, 7785 Spanish Lake Drive, Las Vegas, NV 89113

56. Discussion and possible action regarding the Victims of Crime Act (VOCA) Sub-grant Award ($138,000 3-year period - Multipurpose Special Revenue Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

57. Discussion and possible action on the expenditure of funds for emergency purchases of supplies and services for damage repairs resulting from the August 19, 2003 flood - Various Departments - Award recommended to: VARIOUS SUPPLIERS AND CONTRACTORS ($459,676.04 - Various Funds)

58. Discussion and possible action regarding a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Sierra Fondue, LLC, dba The Melting Pot, 8704 West Charleston Boulevard, Suite 102, Bret D. Burkinshaw, Mmbr, Mgr, 75.6%, Kirk G. Hansen, Mmbr, Mgr, 4% [NOTE: Item to be heard in the afternoon session in conjunction with Item #112 - SUP-2833] - Ward 2 (L.B. McDonald)

59. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Nevada Food Marts, Inc., dba Oasis Mini Mart, Eli Applebaum, Dir, Pres, 29.5%, Alan Sklar, Dir, VP, Secy, 29.5%, Dennis Harrison, Dir, Treas, 17.2%, Stuart Warren, Dir, 16.4%, Marshall Cohen, Dir, 7.4%, Robert B. Harrison, Mgr, To: Spickler-Olenak, LLC, dba Munchies, 6390 West Lake Mead Boulevard, Steven R. Spickler, Mmbr, Mgr, 25%, Paula G. Spickler, Mmbr, 25%, Jason W. Olenak, Mmbr, 25%, Kimberly A. Olenak, Mmbr, 25% - Ward 6 (Mack)

60. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-sale License, Inno International, Inc., dba Tokyoto Sushi & Roll Japanese Restaurant, 1000 South Rampart Boulevard, Suite 16, Do Y. Kim, Dir, Pres, Secy, Treas, 100% - Ward 2 (L.B. McDonald)

61. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr, 50%, Thamer Jarjees, Ptnr, 50% - Ward 5 (Weekly)

62. Discussion and possible action regarding an Appeal of Denial of Business License for an Ice Cream Truck, Cleofus Thergood, dba Mr. Freeze Ice Cream, 8924 Napoli Drive, Cleofus Thergood, 100% - Ward 2 (L.B. McDonald)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

63. Discussion and possible action regarding a purchase order with Rocky Mountain Institute to conduct a two day charrette for the design of a sustainable community as part of the Kyle Canyon Gateway Master Plan project - Planning & Development ($32,160 - General Fund) - Ward 6 (Mack)

RESOLUTIONS - DISCUSSION

64. R-151-2003 – Discussion and possible action regarding a Resolution to Give Notice and Set Public Hearing Date Regarding Proposed Sewer Connection and Service Fee Increases and Rights-of-Way Assessment Fee

BOARDS & COMMISSIONS - DISCUSSION

65. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Cheryl S. Polk, Term Expiration 6-2005 (Resigned)

66. ABEYANCE ITEM - CIVIL SERVICE BOARD OF TRUSTEES – Theodore Parker, Term Expiration 9-20-2003

REAL ESTATE COMMITTEE - DISCUSSION

67. Discussion and possible action regarding a Purchase and Sale Agreement between the City of Las Vegas and On the Web Marketing, Inc., for the purchase of a 2.942-acre parcel located on Crimson Canyon Drive, South of Peak Drive, with Assessor's Parcel Number 138-15-310-013 (Gain $1,089,131 - Industrial Revenue Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

68. Bill No. 2003-76 – Ordinance Creating Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III Sponsored by: Step Requirement

69. Bill No. 2003-81 – Ordinance authorizing the issuance of City of Las Vegas General Obligation (Limited Tax) Medium-Term Recreation Bonds, Series 2003, not to exceed $20,000,000 - Ward 4 (Brown)

70. Bill No. 2003-82 – Establishes a traffic signal impact fee program for the City pursuant to State law. Proposed by: Richard D. Goecke, Director of Public Works

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.

71. Bill No. 2003-75 – Includes time-share projects, hotels, motels, bed and breakfast establishments, lodging houses, apartment hotels, apartment houses, recreational vehicle parks and campground establishments within the transient lodging room rent tax provisions and licensing requirements. Proposed by: Mark Vincent, Director of Finance and Business Services

72. Bill No. 2003-77 – Amends child care facility and personnel licensing provisions, and increases the membership of the City Child Care Licensing Board. Proposed by: Mark Vincent, Director of Finance and Business Services

73. Bill No. 2003-78 – Establishes locational restrictions for the uses "auto pawn," "auto title loan," and "specified financial institution." 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.

74. Bill No. 2003-79 – Establishes zoning requirements for facilities that provide testing, treatment, or counseling for drug or alcohol abuse or for sex offenses, and updates zoning provisions regarding similar and related uses. Proposed by: Robert S. Genzer, Director of Planning and Development

75. Bill No. 2003-80 – Updates enforcement measures and remedies regarding abandoned and inoperable vehicles that are left on private property under certain circumstances. Sponsored by: Councilwoman Janet Moncrief

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. 2003-83 – Adopts the 2003 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety

77. Bill No. 2003-84 – Amends the City's version of the Uniform Administrative Code to adapt it to the City's adoption of the International Building Code and International Residential Code as the City's Building Code. Proposed by: Paul K. Wilkins, Director of Building and Safety

78. Bill No. 2003-85 – Adjusts the building height, lot coverage, and on-site parking requirements and limitations applicable to senior citizen apartments, and adjusts the lot coverage limitations applicable to certain mixed-use developments that include a residential component. Proposed by: Robert S. Genzer, Director of Planning and Development

79. Bill No. 2003-86 – Makes minor corrections to the maps that depict the boundaries of the downtown area as described in the Downtown Las Vegas Centennial Plan, the Las Vegas 2020 Master Plan, and the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development

80. Bill No. 2003-87 – Requires all massage therapists and independent massage therapists to have their business licenses on their persons while performing massages, and changes the qualifying criteria for such licensing. Proposed by Mark Vincent, Director of Finance and Business Services

81. Bill No. 2003-88 – Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement District No.1502 (Grand Montecito Parkway) not to exceed $6,000,000 - Ward 6 (Mack)

82. EMERGENCY - Bill No. 2003-89 – Ordinance providing for the issuance by the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Housing Note, Series 2003 not to exceed $2,000,000 - Ward 2 (Moncrief)

83. Bill No. 2003-90 – Amends Ordinance No. 5616, pertaining to drought conservation measures, to adjust the exemption provisions relating to the prohibition of fountains and water features. Proposed by: Douglas Selby, City Manager

84. Bill No. 2003-91 – Increases sewer connection and user service fees by forty percent over two years and institutes a new five percent assessment on sewer users for the City's use, improvement and maintenance of its rights-of-way utilized to provide sewer services. Proposed by Mark Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

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

HEARINGS - DISCUSSION

86. Public hearing on proposed local improvement district for Special Improvement District No. 1493 - Hualapai Way/Alexander Road ($968,158.54 - Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

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.

87. EXTENSION OF TIME - EOT-2835 - PETER PIPER INCORPORATED ON BEHALF OF CENTENNIAL HOLDINGS, LIMITED LIABILITY COMPANY - Request for an Extension of Time for an approved Special Use Permit (U-0074-02) which allowed a restaurant service bar at 7981 West Tropical Parkway (APN: a portion of 125-28-713-002), T-C (Town Center) Zone [SC-TC (Service Commercial – Town Center) land use designation, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

88. DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-2863 - G T V, LIMITED LIABILITY COMPANY ON BEHALF OF ANTELOPE, LIMITED LIABILITY COMPANY - Request for a Development Agreement for Grand Teton Village on approximately 160 acres generally located east of Hualapai Way and west of Grand Canyon Drive, between Farm Road and Grand Teton Drive (APN: multiple), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. REVIEW OF CONDITION - PUBLIC HEARING - ROC-2872 - D.R. HORTON, INCORPORATED - Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1836), which required conformance to a zero-lot line pattern of development; and Condition No. 3 of an approved Site Development Plan Review (SDR-1836), which required a side yard setback of five (5) feet for a 101-lot single-family residential development on 15.00 acres adjacent to the southeast corner of Elkhorn Road and Campbell Road (APN: 125-20-101-004, 005, and 006), T-C (Town Center) Zone [ML (Medium-Low Density Residential - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) recommends DENIAL. Staff recommends APPROVAL

90. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-2587 - GREEN HARRINGTON & HOWELL, LIMITED LIABILITY COMPANY ON BEHALF OF SHERRY SOBEL HARRIS - Request for a Site Development Plan Review for a proposed 9,955 square foot Family Dollar Retail Store and a reduction in the amount of perimeter and parking lot landscaping on 0.99 acres adjacent to the west side of Martin L. King Boulevard, approximately 400 feet south of Washington Avenue (APN: 139-28-304-002), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

91. MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER DEVELOPMENT PLAN - PUBLIC HEARING - MOD-2851 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Major Modification to the Lone Mountain Master Development Plan to change the land use designation FROM: Neighborhood Commercial TO: Medium-Low Attached Density Residential on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

92. VARIANCE RELATED TO MOD-2851 - PUBLIC HEARING - VAR-2864 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Variance to allow 4,244 square feet of open space where 23,430 square feet is the minimum required on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

93. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-2851 AND VAR-2864 - PUBLIC HEARING - SDR-2853 - GREAT AMERICAN CAPITAL ON BEHALF OF HUALAPAI HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review for a proposed 71-lot single-family residential development on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend DENIAL

94. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2840 - CVS/PHARMACY ON BEHALF OF JOHNSON FAMILY TRUST, ET AL - Request for a Modification to an existing Master Sign Plan (MSP-0004-02) for an existing retail complex on 2.11 acres adjacent to the southeast corner of Martin Luther King Boulevard and Lake Mead Boulevard (APN: 139-21-701-009 and 010), R-E (Residence Estates) and C-1 (Limited Commercial) Zones under Resolution of Intent to C-1 (Limited Commercial) Zone; and C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

95. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2841 - CVS 3172 LAS VEGAS, LIMITED LIABILITY COMPANY - Request for a Modification to an existing Master Sign Plan (MSP-0005-01) for an existing retail store on 1.94 acres located at 4391 East Washington Avenue (APN: 140-30-701-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

96. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2842 - CVS/PHARMACY ON BEHALF OF S C P 2002E-40, LIMITED LIABILITY COMPANY - Request for a Modification to an existing Master Sign Plan (MSP-0003-01) for an existing retail store on 1.84 acres located at 3290 South Fort Apache Road (APN: 163-08-421-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

97. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2856 - COURTESY PONTIAC ON BEHALF OF JOSEPH SCALA - Request for a Master Sign Plan for an existing auto dealership on 4.43 acres at 7100 West Sahara Avenue (APN: 163-03-806-002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

98. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2858 - GREENSTREET PROPERTIES ON BEHALF OF MICAH 6:8 HOLDING, LIMITED PARTNERSHIP - Request for a Master Sign Plan for an approved retail center on 8.26 acres adjacent to the southeast corner of Charleston Boulevard and Odette Lane (APN: 163-05-502-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

99. VACATION - PUBLIC HEARING - VAC-2836 - PN II INC. - Petition to Vacate public sewer and drainage easements located in Antibes Street and Nige Street, north and south of Monte Viso Drive; and south of Monte Viso Drive, west of Rainbow Boulevard, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

100. VACATION - PUBLIC HEARING - VAC-2847 - GREYSTONE NEVADA, LIMITED LIABILITY COMPANY ON BEHALF OF SOUTHWEST DESERT EQUITIES, LIMITED LIABILITY COMPANY AND CS 4015, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Reservations generally located south of Lone Mountain Road, west of Cliff Shadows Parkway, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

101. ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - VAR-2538 - SHOW MEDIA ON BEHALF OF VALLEY BANK CORPORATION - Appeal filed by Show Media from the Denial by the Planning Commission on a request for a Variance TO ALLOW A 50-FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 40 FEET IS THE MAXIMUM HEIGHT PERMITTED at 3500 West Sahara Avenue (APN: 162-05-402-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

102. ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-2538 - PUBLIC HEARING - SUP-2537 - SHOW MEDIA ON BEHALF OF VALLEY BANK CORPORATION - Appeal filed by Show Media from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 50-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3500 West Sahara Avenue (APN: 162-05-402-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

103. VARIANCE - PUBLIC HEARING - VAR-2839 - A T & T WIRELESS ON BEHALF OF GARTH LAMB - Appeal filed by JMK Development from the Denial by the Planning Commission of a request for a Variance to allow a 53-foot setback from a residential property where the residential adjacency standards require a 180-foot setback for a proposed 60-foot tall wireless communications facility, non-stealth design at 5000 North Jones Boulevard (APN: 125-36-302-005), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

104. SPECIAL USE PERMIT RELATED TO VAR-2839 - PUBLIC HEARING - SUP-2664 - A T & T WIRELESS ON BEHALF OF GARTH LAMB - Appeal filed by JMK Development from the Denial by the Planning Commission of a request for a Special Use Permit for a proposed 60-foot tall wireless communication facility, non-stealth design on property located at 5000 North Jones Boulevard (APN: 125-36-302-004), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

105. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2792 - SENSATION SPA OF NEVADA ON BEHALF OF HOWARD JOHNSON - Required One Year Review of an approved Special Use Permit (U-0052-02) WHICH ALLOWED AN OPEN AIR VENDING/ TRANSIENT SALES LOT at 3200 North Rancho Drive (APN: 138-12-810-005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

106. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-3094 - LAS VEGAS RESCUE MISSION - Required Two-Year Review of an approved Special Use Permit (U-0081-99) FOR A PROPOSED 8,000 SQUARE FOOT DORMITORY IN CONJUNCTION WITH THE EXISTING LAS VEGAS RESCUE MISSION at 480 West Bonanza Road (APN: 139-27-310-080 and 081), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

107. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2759 - REAGAN NATIONAL ADVERTISING ON BEHALF OF WILLIAM P MIGUEL, ET AL - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed 40-foot tall, 14-foot by 48-foot off-premise advertising (billboard) sign at 789 North Nellis Boulevard (APN: 140-29-802-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

108.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2760 - REAGAN NATIONAL ADVERTISING ON BEHALF OF WILLIAM P MIGUEL, ET AL - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a 14 foot by 48 foot off-premise advertising (billboard) sign to be 50 feet tall where 40 feet is the maximum allowed unless the display surface is obscured from view at 745 North Nellis Boulevard (APN: 140-29-802-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

109.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2767 - VEGAS TREASURES, INCORPORATED ON BEHALF OF GREAT AMERICAN PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed supper club on a portion of 8.51 acres located at 8380 West Sahara Avenue, Suite 160 (APN: 163-04-416-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

110.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2801 - STEPHEN E. TURNER ON BEHALF OF RAYMOND PISTOL - Appeal filed by Crosby & Turner from the Denial by the Planning Commission of a request for a Special Use Permit for a proposed tavern and a Waiver of the 1,500-foot distance separation requirement from other Taverns at 1236 Las Vegas Boulevard South (APN: 162-03-112-012), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (3-2-1 vote) recommends DENIAL. Staff recommends APPROVAL

111.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2802 - LIZBETH JOSEFINA CASTILLO ON BEHALF OF RINGSIDE LIQUORS INCORPORATED - Request for a Special Use Permit for a proposed restaurant service bar at 1510 Las Vegas Boulevard South (APN:162-03-210-062), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

112.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2833 - SIERRA FONDUE, LIMITED LIABILITY COMPANY ON BEHALF OF BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed supper club on a portion of 0.90 acres located at 8704 West Charleston Boulevard, Suite 102 (APN: 138-32-818-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). (NOTE: This item to be heard in conjunction with Morning Session Item #58). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

113.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2844 - MARCUS RITZ ON BEHALF OF WAGEMA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a gaming establishment, general business related in conjunction with an existing supper club at 7290 West Lake Mead Boulevard, Suite 1 (APN: 138-22-601-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

114.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2845 - USA CASH SERVICES, LIMITED LIABILITY COMPANY ON BEHALF OF SAHARA RAINBOW, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a proposed financial institution, specified (payday loans) on a portion of 5.44 acres adjacent to the northeast corner of Sahara Avenue and Rainbow Boulevard (APN: 163-02-415-015), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

115.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2848 - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN: 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL

116.REZONING - PUBLIC HEARING - ZON-2735 - BRONCO/CORBETT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] TO: R-PD3 (Residential Planned Development - 3 Units Per Acre) on 4.56 acres adjacent to the southwest and southeast corners of Corbett Street and Bronco Street (APN: 125-26-707-001 and 125-26-706-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

117. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2735 - PUBLIC HEARING - SDR-2736 - BRONCO/CORBETT, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review for a proposed 13-lot single-family residential development on 4.56 acres adjacent to the southwest and southeast corners of Corbett Street and Bronco Street (APN: 125-26-707-001 and 125-26-706-003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

ADDENDUM

CITIZENS PARTICIPATION

Items raised under this portion of the Special 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

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

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

CITY OF LAS VEGAS, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL IMPROVEMENT DISTRICT

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of October 1, 2003, by and between the CITY OF LAS VEGAS, NEVADA (the "**City**"), and CLIFFS EDGE, LLC, a Nevada limited liability company (the "**Developer**").

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the City (the "**District**"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed District; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Director of Finance and Business Services of the City (the "**Director of Finance**") to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the Director of Finance as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Director of Finance shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, "**Financing Costs**"), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Swendseid & Stern, a member in Sherman & Howard LLC, as Bond Counsel, (g) Hobbs, Ong & Associates, as the City's financial consultant, and (h) the City's personnel and out-of-pocket costs. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Director of Finance's approval or as outlined in agreements that will be on file in the Director of Finance's office and available for inspection and review by the Developer. The Director of Finance shall maintain records of the payment of all

Financing Costs and keep such records on file and available for inspection and review by the Developer in the Director of Finance's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Director of Finance the initial amount of $350,000.00 within five (5) business days after this Agreement is executed and delivered by the City. As additional Moneys are required, the Director of Finance shall make demand upon the Developer, and the Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

A. The Developer may direct the City to reimburse the Developer for the Moneys, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;

B. The Developer may direct the City to return unexpended Moneys, and the interest thereon, to Developer; or

C. The Developer may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

CITY OF LAS VEGAS

Mayor
City of Las Vegas

City Clerk
City of Las Vegas

CLIFFS EDGE, LLC,
a Nevada limited liability company

By: HOLDINGS MANAGER, LLC,
a Nevada limited liability company,
Its Manager

By: John A. Ritter, Manager

20465146v2

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-142-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Mariposa @ The Paseos - Unit 1.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-142-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-142-2003

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved by the City Council on the 7th day of February, 2001, the City Council assessed all of the costs and expenses of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a special improvement district, that has been created by a municipality in the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel has been divided.

SECTION 2. That the City Treasurer be, and he hereby is, further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-'03

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-143-2003 - Approval of a Resolution approving the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

[X] No Impact — Amount:
[ ] Budget Funds Available — Dept./Division:
[ ] Augmentation Required — Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Mariposa @ The Paseos - Unit 1.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-143-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-143-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE FORTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire costs and expenses of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 29th day of October, 2003, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-Sixth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That certain document entitled "Forty-Sixth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel, has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of the above-referenced Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-'03 Madeline T. Dickman-Dicicco

Date Deputy City Attorney

ATTEST:

Barbara Jo Ronemus

BARBARA JO RONEMUS, City Clerk

APN: 137-34-613-001

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FORTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT
(October 29, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4^{th} Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

FORTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, in the amount of $584,686.85, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	1[1]	$ 4,146.72
1	2[1]	$ 4,146.72
1	3[1]	$ 4,146.72
1	4[1]	$ 4,146.72
1	5[1]	$ 4,146.72
1	6[1]	$ 4,146.72
1	7[1]	$ 4,146.72
1	8[1]	$ 4,146.72
1	9[1]	$ 4,146.72
1	10[1]	$ 4,146.72
1	11[1]	$ 4,146.72
1	12[1]	$ 4,146.72
1	13[1]	$ 4,146.72
1	14[1]	$ 4,146.72
1	15[1]	$ 4,146.72
1	16[1]	$ 4,146.72
1	17[1]	$ 4,146.72
1	18[1]	$ 4,146.72
1	19[1]	$ 4,146.72
1	20[1]	$ 4,146.72

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	21[1]	$ 4,146.72
2	22[1]	$ 4,146.72
2	23[1]	$ 4,146.72
2	24[1]	$ 4,146.72
2	25[1]	$ 4,146.72
2	26[1]	$ 4,146.72
2	27[1]	$ 4,146.72
3	64[1]	$ 4,146.72
3	65[1]	$ 4,146.72
3	66[1]	$ 4,146.72
3	67[1]	$ 4,146.72
3	68[1]	$ 4,146.72
3	69[1]	$ 4,146.72
3	70[1]	$ 4,146.72
4	71[1]	$ 4,146.72
4	72[1]	$ 4,146.72
4	73[1]	$ 4,146.72
4	74[1]	$ 4,146.72
4	75[1]	$ 4,146.72
4	76[1]	$ 4,146.72
4	77[1]	$ 4,146.72
4	78[1]	$ 4,146.72
4	79[1]	$ 4,146.72
4	80[1]	$ 4,146.72
4	108[1]	$ 4,146.72
4	109[1]	$ 4,146.72
4	110[1]	$ 4,146.72
4	111[1]	$ 4,146.72

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
4	112[1]	$ 4,146.72
4	113[1]	$ 4,146.72
4	114[1]	$ 4,146.72
4	115[1]	$ 4,146.72
5	116[1]	$ 4,146.72
5	117[1]	$ 4,146.72
5	118[1]	$ 4,146.72
5	119[1]	$ 4,146.72
5	120[1]	$ 4,146.72
5	121[1]	$ 4,146.72
5	130[1]	$ 4,146.72
5	131[1]	$ 4,146.72
5	132[1]	$ 4,146.72
5	133[1]	$ 4,146.72
5	134[1]	$ 4,146.72
4	135[1]	$ 4,146.72
4	136[1]	$ 4,146.72
4	137[1]	$ 4,146.72
4	138[1]	$ 4,146.72
4	139[1]	$ 4,146.72
4	140[1]	$ 4,146.72
4	141[1]	$ 4,146.72
SUB-TOTAL		$ 290,270.40
REMAINDER[2]		$ 294,416.45
TOTAL		$ 584,686.85

[1] of Mariposa @ The Paseos - Unit 1 as recorded in Book 112 of Plats, Page 10 in the Office of the County Recorder, Clark County, Nevada

[2] Being all of Block D Lot 12 of Summerlin Village 23A – Unit 1 recorded in Book 108 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada, excepting therefrom the following described parcel:

All of Mariposa @ The Paseos - Unit 1 as recorded in Book 112 of Plats, Page 10 in the Office of the County Recorder, Clark County, Nevada

DATED this 29th day of October 2003.

I concur with the apportionments as stated above.

//NOT AVAILABLE//
RANDALL J. TARR, V.P. Forward Planning
KB Home Nevada Inc., A Nevada Corporation

Respectfully submitted,

Michael K. Olson

MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-144-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Granada At Summerlin - Unit 1.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-144-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-144-2003

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved by the City Council on the 7th day of February, 2001, the City Council assessed all of the costs and expenses of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a special improvement district, that has been created by a municipality in the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-410-002, and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-410-002, among the several parts into which said Parcel has been divided.

SECTION 2. That the City Treasurer be, and he hereby is, further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-'03

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-145-2003 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Granada At Summerlin - Unit 1.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-145-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-145-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire costs and expenses of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter “NRS”) that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-410-002, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 29th day of October, 2003, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-Seventh Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That certain document entitled "Forty-Seventh Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-410-002, among the several parts into which said Parcel, has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of the above-referenced Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-03 Madeline F. Diekman-DiCicco

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

APN: 137-34-410-002

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(October 29, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-410-002, in the amount of $651,361.67, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	1[1]	$ 4,523.34
1	2[1]	$ 4,523.34
1	3[1]	$ 4,523.34
1	4[1]	$ 4,523.34
1	5[1]	$ 4,523.34
1	6[1]	$ 4,523.34
1	39[1]	$ 4,523.34
1	40[1]	$ 4,523.34
1	41[1]	$ 4,523.34
1	42[1]	$ 4,523.34
1	43[1]	$ 4,523.34
1	44[1]	$ 4,523.34
1	45[1]	$ 4,523.34
1	46[1]	$ 4,523.34

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	47[1]	$ 4,523.34
1	48[1]	$ 4,523.34
1	49[1]	$ 4,523.34
1	50[1]	$ 4,523.34
1	51[1]	$ 4,523.34
1	52[1]	$ 4,523.34
1	53[1]	$ 4,523.34
1	54[1]	$ 4,523.34
1	55[1]	$ 4,523.34
1	56[1]	$ 4,523.34
1	57[1]	$ 4,523.34
1	58[1]	$ 4,523.34
1	59[1]	$ 4,523.34
1	60[1]	$ 4,523.34
1	61[1]	$ 4,523.34
1	62[1]	$ 4,523.34
1	63[1]	$ 4,523.34
1	64[1]	$ 4,523.34
1	65[1]	$ 4,523.34
1	66[1]	$ 4,523.34
2	67[1]	$ 4,523.34
2	68[1]	$ 4,523.34
2	69[1]	$ 4,523.34
2	70[1]	$ 4,523.34
2	71[1]	$ 4,523.34

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
2	72[1]	$ 4,523.34
2	73[1]	$ 4,523.34
2	74[1]	$ 4,523.34
2	75[1]	$ 4,523.34
2	111[1]	$ 4,523.34
2	112[1]	$ 4,523.34
2	113[1]	$ 4,523.34
2	114[1]	$ 4,523.34
2	115[1]	$ 4,523.34
2	116[1]	$ 4,523.34
2	117[1]	$ 4,523.34
2	118[1]	$ 4,523.34
2	119[1]	$ 4,523.34
2	120[1]	$ 4,523.34
2	121[1]	$ 4,523.34
2	122[1]	$ 4,523.34
2	123[1]	$ 4,523.34
2	124[1]	$ 4,523.34
2	125[1]	$ 4,523.34
2	126[1]	$ 4,523.34
2	127[1]	$ 4,523.34
2	128[1]	$ 4,523.34
2	129[1]	$ 4,523.34
2	130[1]	$ 4,523.34
2	131[1]	$ 4,523.34

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
2	132[1]	$ 4,523.34
2	133[1]	$ 4,523.34
2	134[1]	$ 4,523.34
2	135[1]	$ 4,523.34
2	136[1]	$ 4,523.34
2	137[1]	$ 4,523.34
2	138[1]	$ 4,523.35
2	139[1]	$ 4,523.35
2	140[1]	$ 4,523.35
2	141[1]	$ 4,523.35
2	142[1]	$ 4,523.34
2	143[1]	$ 4,523.34
2	144[1]	$ 4,523.34
SUB-TOTAL		$ 348,297.22
REMAINDER[2]		$ 303,064.45
TOTAL		$ 651,361.67

[1] of Granada At Summerlin - Unit 1 as recorded in Book 112 of Plats, Page 54 in the Office of the County Recorder, Clark County, Nevada

[2] Being all of Block A Lot 2 of Summerlin Village 23A – Unit 1 recorded in Book 108 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada, excepting therefrom the following described parcel:

All of Granada At Summerlin - Unit 1 as recorded in Book 112 of Plats, Page 54 in the Office of the County Recorder, Clark County, Nevada

DATED this 29th day of October 2003.

I concur with the apportionments as stated above.

MARY CONNELLY, Senior Vice President
William Lyon Homes., A California Corporation

Respectfully submitted,

MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:

RESOLUTIONS:

R-146-2003 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Mariposa @ The Paseos - Unit 1.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-146-2003

MOTION:

REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-146-2003

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved by the City Council on the 7th day of May, 2003, the City Council assessed all of the costs and expenses of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a special improvement district, that has been created by a municipality in the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5598, levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel has been divided.

SECTION 2. That the City Treasurer be, and he hereby is, further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-'03 Madeline T. Dickman-Ricco

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: OCTOBER 29, 2003

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-147-2003 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Mariposa @ The Paseos - Unit 1.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-147-2003

MOTION:
REESE – APPROVED Items 3, 5-52, and 54 – UNANIMOUS with MACK abstaining on Item 14 because it involves a request filed by Timbers Hospitality Group, which is primarily owned by his brother-in-law, ANDREW DONNER

Item 4: **APPROVED under separate action** (see individual item)
Item 53: **STRICKEN under separate action** (see individual item)

MINUTES:
There was no related discussion.

(9:28 – 9:31)
1-785

RESOLUTION NO. R-147-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE SECOND ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire costs and expenses of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter “NRS”) that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 29th day of October, 2003, filed with the City Clerk a copy of his report of such apportionment that is entitled "Second Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 29th day of October, 2003, as follows:

SECTION 1. That certain document entitled "Second Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, among the several parts into which said Parcel, has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of the above-referenced Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 29th day of October, 2003.

Oscar B. Goodman

OSCAR B. GOODMAN, Mayor

Approved as to form:

10-17-'03 Madeline T. Dickman-DiCicco

Date Deputy City Attorney

ATTEST:

Barbara Jo Ronemus

BARBARA JO RONEMUS, City Clerk

APN: 137-34-613-001

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

SECOND ASSESSMENT LIEN APPORTIONMENT REPORT
(October 29, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

SECOND ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-613-001, in the amount of $758,104.79, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	1[1]	$ 5,376.63
1	2[1]	$ 5,376.63
1	3[1]	$ 5,376.63
1	4[1]	$ 5,376.63
1	5[1]	$ 5,376.63
1	6[1]	$ 5,376.63
1	7[1]	$ 5,376.63
1	8[1]	$ 5,376.63
1	9[1]	$ 5,376.63
1	10[1]	$ 5,376.63
1	11[1]	$ 5,376.63
1	12[1]	$ 5,376.63
1	13[1]	$ 5,376.63
1	14[1]	$ 5,376.63
1	15[1]	$ 5,376.63
1	16[1]	$ 5,376.63
1	17[1]	$ 5,376.63
1	18[1]	$ 5,376.63
1	19[1]	$ 5,376.63
1	20[1]	$ 5,376.63

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	21[1]	$ 5,376.63
2	22[1]	$ 5,376.63
2	23[1]	$ 5,376.63
2	24[1]	$ 5,376.63
2	25[1]	$ 5,376.63
2	26[1]	$ 5,376.63
2	27[1]	$ 5,376.63
3	64[1]	$ 5,376.63
3	65[1]	$ 5,376.63
3	66[1]	$ 5,376.63
3	67[1]	$ 5,376.63
3	68[1]	$ 5,376.63
3	69[1]	$ 5,376.63
3	70[1]	$ 5,376.63
4	71[1]	$ 5,376.63
4	72[1]	$ 5,376.63
4	73[1]	$ 5,376.63
4	74[1]	$ 5,376.63
4	75[1]	$ 5,376.63
4	76[1]	$ 5,376.63
4	77[1]	$ 5,376.63
4	78[1]	$ 5,376.63
4	79[1]	$ 5,376.63
4	80[1]	$ 5,376.63
4	108[1]	$ 5,376.63
4	109[1]	$ 5,376.63
4	110[1]	$ 5,376.63
4	111[1]	$ 5,376.63

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
4	112[1]	$ 5,376.63
4	113[1]	$ 5,376.63
4	114[1]	$ 5,376.63
4	115[1]	$ 5,376.63
5	116[1]	$ 5,376.63
5	117[1]	$ 5,376.63
5	118[1]	$ 5,376.63
5	119[1]	$ 5,376.63
5	120[1]	$ 5,376.63
5	121[1]	$ 5,376.63
5	130[1]	$ 5,376.63
5	131[1]	$ 5,376.63
5	132[1]	$ 5,376.63
5	133[1]	$ 5,376.63
5	134[1]	$ 5,376.63
4	135[1]	$ 5,376.63
4	136[1]	$ 5,376.63
4	137[1]	$ 5,376.63
4	138[1]	$ 5,376.63
4	139[1]	$ 5,376.63
4	140[1]	$ 5,376.63
4	141[1]	$ 5,376.63
SUB-TOTAL		$ 376,364.10
REMAINDER[2]		$ 381,740.69
TOTAL		$ 758,104.79

[1] of Mariposa @ The Paseos - Unit 1 as recorded in Book 112 of Plats, Page 10 in the Office of the County Recorder, Clark County, Nevada

[2] Being all of Block D Lot 12 of Summerlin Village 23A – Unit 1 recorded in Book 108 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada, excepting therefrom the following described parcel:

All of Mariposa @ The Paseos - Unit 1 as recorded in Book 112 of Plats, Page 10 in the Office of the County Recorder, Clark County, Nevada

DATED this 29th day of October 2003.

I concur with the apportionments as stated above.

//NOT AVAILABLE//
RANDALL J. TARR, V.P. Forward Planning
KB Home Nevada Inc., A Nevada Corporation

Respectfully submitted,

Michael K. Olson

MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

GUARANTY BOND

BOND NUMBER 66111424
DATE EXECUTED 10/31/03

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. 040069-LED of the City for the project commonly known and entitled, to wit: DEMOLITION OF BUILDING BISHOP HALL 1ST BAPTIST CHURCH (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: DEMOLITION OF BUILDING BISHOP HALL AT 1ST BAPTIST CHURCH, 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 31st day of October, 20 03

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

GEORGE L. BROWN INSURANCE
(Resident Agent)

373
(State of Nevada, License Number)

PAT DREHER
(Appointed Agent Name)

By: Pat Dul
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

Telephone: (702) 735-9333
(Local Agent)

Telephone: (800) 903-5489
(Bonding Company)

CONTRACTOR: K O CONSTRUCTION, INC.

SECRETARY / V.P. CHRIS HARRISON
(Authorized Representative and Title)

By: ______
(Signature)

Surety: LINCOLN GENERAL INSURANCE COMPANY

2590
(State of Nevada, License Number)

GEORGE L. BROWN INSURANCE/PAT DREHER
(Appointed Agent Name)

By: Pat Dul
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)