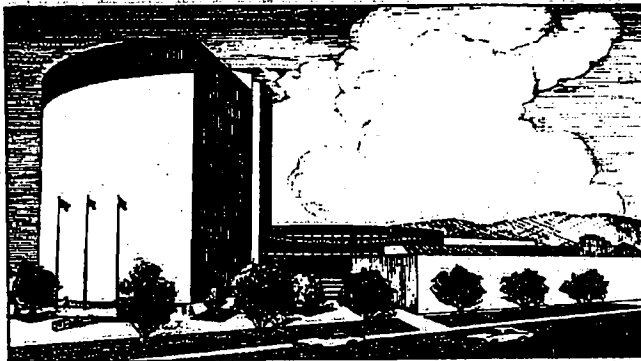




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

NOVEMBER 5, 2003

INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

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☐

COUNCILMAN GARY REESE
MAYOR PRO-TEM

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COUNCILMAN LARRY BROWN

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☐

COUNCILWOMAN LYNETTE BOGGS MCDONALD

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COUNCILMAN LAWRENCE WEEKLY
(Excused from the AM session until 9:29 am)

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COUNCILMAN MICHAEL MACK

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COUNCILWOMAN JANET MONCRIEF

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DOUG SELBY, CITY MANAGER
BETSY FRETWELL, ACTING 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

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APPROVED BY REFERENCE: **January 21, 2004**

ATTEST:

[Signature]

CITY CLERK

[Signature]

MAYOR

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

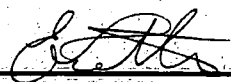
AFFIDAVIT OF MAILING**(Mailing required under the provisions of NRS Chapter 241)**

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 29th 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, City Council Meeting** to be held on the 5th day of November, 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.

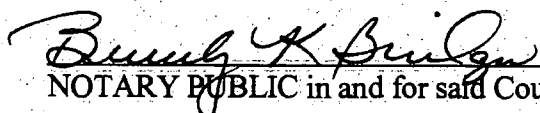


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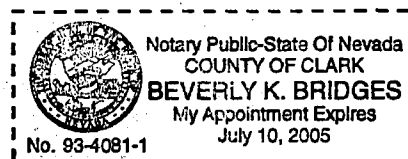
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

30th day of October, 2003



NOTARY PUBLIC in and for said County and State



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 29th 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, City Council Meeting** to be held on the 5th day of November, 2003, at 9:00 A.M., Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. Las Vegas Library, 833 Las Vegas Blvd.
2. Senior Citizens Center, 450 E. Bonanza Road
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
5. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).


 SIGNATURE

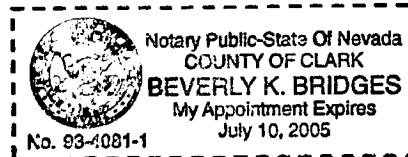
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

30th day of October, 2003


 NOTARY PUBLIC in and for said County and State



City of Las Vegas

CITY COUNCIL AGENDA

NOVEMBER 5, 2003
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**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.

NOVEMBER 5, 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 - CHAPLAIN CHARLOTTE LEAS, BUNKER MORTUARY
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CITIZEN OF THE MONTH
- RECOGNITION BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
- RECOGNITION OF THE SIX PAC NATIONAL CHAMPIONS
- RECOGNITION OF CITY EMPLOYEES DEPLOYED TO THE MIDDLE EAST
- RECOGNITION OF NATIONAL RECREATION AND PARK ASSOCIATION ACCREDITATION AWARDED TO THE LEISURE SERVICES DEPARTMENT

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

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

2. Approval of the termination of the August 19, 2003 flash flood emergency - Wards 2, 4 and 6 (L.B. McDonald, Brown and Mack)

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

3. Approval to accept grant funds in the amount of \$52,289 from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP), as reimbursement of monies used to house inmates born outside the United States

FIELD OPERATIONS DEPARTMENT - CONSENT

4. Approval of grant award in the amount of \$260,200 from the United States Environmental Protection Agency to the City of Las Vegas for Sewer Rehabilitation (\$212,973 - City contribution - Enterprise Fund) - Wards 1 and 3 (Moncrief and Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval to allocate \$1,820,000 in additional funding to the West Service Center Records (WCS) Storage Facility Capital Project (\$1,820,000 - Sanitation Enterprise Fund) - Ward 4 (Brown)
7. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and approval by the Nevada Gaming Commission, From: JRG Enterprises, Jeffrey R. Glouner, Dir, Pres, Secy, Treas, 100%, To: Vision Ventures, Inc., dba Coyotes West, 1750 South Rainbow Boulevard, Suites 6-8, Scott C. Robbins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
8. Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Westcliff Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 8450 Westcliff Drive, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, Mmbr, 9% - Ward 2 (L.B. McDonald)
9. Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Valley View Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 3540 West Sahara Avenue, Suite E-1, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, 9% - Ward 1 (Moncrief)
10. Approval of a new Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Haresh P. Advani, dba 7-Eleven Food Store #29666B, 5700 West Charleston Boulevard, Haresh P. Advani, 100% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of a new Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
12. Approval of a new Martial Arts Instruction Business License, Shaolin Kung Fu, LLC, dba Shaolin Kung Fu, 3116 North Rainbow Boulevard, Rebecca A. P. Kern, Mmbr, 50%, Tyson J. Kern, Mgr, 50% - Ward 6 (Mack)
13. Approval of a new Massage Establishment subject to the provisions of the fire codes, Kaiser & Associates, Inc., dba Mosaic Salon and Spa, 8320 West Sahara Avenue, Suites 110, 120 and 130, Thomas E. Kaiser, Jr., Dir, Pres, Treas, 50%, Michelle S. Kaiser, Secy, 50% - Ward 1 (Moncrief)
14. Approval of a new Class II Secondhand Dealer License and Auctioneer License, David J. Balsom, dba Auction World, 4535 West Sahara Avenue, Suite 114, David J. Balsom, 100% - Ward 1 (Moncrief)
15. Approval of revision number two to purchase order 215525 for Microcomputer Systems, Equipment and Software - Department of Information Technologies - Award to: TECHNOLOGY INTEGRATION GROUP (\$300,000 - Various Funds)
16. Approval of award of Contract No. 030352-LW, ROAM-IT Software and Support and Maintenance - Department of Fire and Rescue - Award recommended to: ROAM-IT, INC. (\$175,000 - Capital Projects Fund)
17. Approval of award of Bid Number 040075-DAR, Mid-Size Tractor Mowers and Trailers - Department of Field Operations - Award recommended to: SIMPSON NORTON (\$120,246 - Internal Service Fund)
18. Approval of issuance of a purchase order for an annual requirements contract for Elgin, Vactor and Athey/Mobile OEM parts and service - Department of Field Operations - Award recommended to: HAAKER EQUIPMENT CO. (Estimated annual amount of \$100,000 - Internal Service Fund)
19. Approval of revision number two to purchase order 215962 for an annual requirements contract for fitness equipment - Various Departments - Award to: AFP INTERNATIONAL (\$48,000 - General Fund)
20. Approval of issuance of a purchase order for a climbing wall to be installed at the Charleston Heights Neighborhood Preservation Park - Department of Field Operations - Award recommended to: MIRACLE PLAYGROUND SALES (\$36,530 - Capital Projects Fund) - Ward 1 (Moncrief)

FIRE AND RESCUE DEPARTMENT - CONSENT

21. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the receipt of federal homeland security grant funds in the amount of \$1,214,804.74 - All Wards
22. Approval of an Interlocal Agreement between the State of Nevada and Las Vegas Fire & Rescue regarding destructive training on Department of Transportation properties - All Wards
23. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the temporary transfer of one (1) TRP-1000 interoperable radio communications device - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

24. Approval to create one full time Structural Plans Examiner position (\$80,000 - Enterprise Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

25. Approval of the Child and Adult Care Food Program Agreement between the Nevada Department of Education and the City of Las Vegas Department of Leisure Services for reimbursement to the City of Las Vegas for eligible after-school snacks purchased, and to give Stacy Noland, Department of Leisure Services employee, the authority to execute this agreement - All Wards
26. Approval of Interlocal Contract between the State of Nevada and the City of Las Vegas Department of Leisure Services for operation of the grant funded Family Resource Center at Stupak Community Center (\$3,121.81/10% cash match - Grant Award/General Fund) - Ward 1 (Moncrief)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

27. Approval of a Deferred Loan Agreement expending a total of \$32,974.80 of Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 2212 West Washington Avenue - Ward 5 (Weekly)
28. Approval of a Deferred Loan Agreement expending \$25,971 Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 1412 Bridger Avenue - Ward 5 (Weekly)
29. Approval of an allocation of \$23,694 Community Development Block Grant funds to Agassi Boys & Girls Club for gymnasium refinishing and carpet replacement at 800 North Martin Luther King Boulevard - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

30. Approval of action to add a project to the list of projects (Crossroads Commons and the Desert Living Center Gardens at the Las Vegas Springs Preserve) for nomination for funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act - Ward 1 (Moncrief)
31. Approval of the Regional Growth Summit Report submitted by the consulting firm Parametrix - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

32. Approval of a Grant of Easement with Nevada Power Company for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for an electrical easement to service the East Yard Transfer Station located on the northeast corner of Bonanza Road and Mojave Road, APN 139-25-802-006 - Ward 3 (Reese)
33. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of Section 5, Township 20 South, Range 60 East, Mount Diablo Meridian, for drainage purposes located approximately 300 feet east of the El Capitan Way alignment and approximately 300 feet north of Craig Road, APN 138-05-601-017 - County
34. Approval of Supplemental No. 2 to the Interlocal Cooperative Agreement between Clark County and the City of Las Vegas to add to the scope for portions of the Western and Northern Segments of the Las Vegas Beltway, West Charleston Boulevard to US Route 95 and US Route 95 to Decatur Boulevard for construction of traffic signals at the Beltway ramps at El Capitan Way - Ward 6 (Mack) and County
35. Approval of Third Supplemental Interlocal Contract LAS.16.B.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin (US 95 Channel) between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)
36. Approval of Third Supplemental Interlocal Contract LAS.16.C.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

37. Approval of Fourth Supplemental Interlocal Contract LAS.10.R.00 Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District to increase construction funding (\$100,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
38. Approval of Second Supplemental Interlocal Contract #386b for Alexander Road, US-95 to Rancho Drive between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to revise the scope of the project from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive - Ward 6 (Mack)
39. Approval of Interlocal Contract #448 for 2003-2004 Traffic Capacity and Safety Improvement Projects between the City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson, and the Regional Transportation Commission of Southern Nevada (\$2,290,000 - Regional Transportation Commission of Southern Nevada) - All Wards
40. Approval of an Encroachment Request from Beazer Homes Holdings Corporation, owner (northeast corner of Alexander Road and Cliff Shadows Parkway) - Ward 4 (Brown)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Michael Lee Scott, owner (north of Lone Mountain Road, west of Pioneer Way, APN 125-34-410-039) - County (near Ward 6-Mack)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Affleck Enterprises on behalf of Park Trails Estates, LLC owner (southeast corner of Red Coach Avenue and Riley Street, APN 138-05-601-003 thru 005, 008, and 025 thru 032) - County (near Ward 4 - Brown)
43. Approval of an Encroachment Request from Alpha Engineering on behalf of D. R. Horton, Incorporated, owner (southwest corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)
44. Approval of an Encroachment Request from Sharienne Dotson on behalf of KB Home Nevada, Incorporated, owner (southeast corner of Severance Lane and Fort Apache Road) - Ward 6 (Mack)
45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of RAA, LLC, owner (southwest corner of Fort Apache Road and Azure Drive, APN 125-30-601-012) - County (near Ward 4 - Brown)
46. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Richard and Jean V. Dart and Richard W. and La Donna Dart, owners (northwest corner of Tropical Parkway and Dapple Gray Road, APN 125-29-201-023) - County (near Ward 6 - Mack)
47. Approval of a First Amendment to the Architectural Design Services Agreement with JVC Associates Inc. for design services to enlarge the new Records and Archival Materials Storage Facility from 11,000 square feet to 25,000 square feet located near the southeast corner of Buffalo Drive and Sauer Drive (\$94,350 - Capital Improvement Projects Fund) - Ward 4 (Brown)
48. Approval of a Professional Services Agreement with Lucchesi, Galati Architects, Inc. for the design services of Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way (\$2,395,500 - 1999 Recreation Bonds and Deer Springs Park Phase II Fund Balance Carryover) - Ward 6 (Mack)
49. Approval of a Designated Services Agreement with Geotechnical and Environmental Services, Inc. for special inspection and material testing for Washington Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$207,000 - Parks Capital Improvement Project Fund) - Ward 4 (Brown)

RESOLUTIONS - CONSENT

50. R-152-2003 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
51. R-153-2003 - Approval of a Resolution approving the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
52. R-154-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
53. R-155-2003 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
54. R-156-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
55. R-157-2003 - Approval of a Resolution approving the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
56. R-158-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
57. R-159-2003 - Approval of a Resolution approving the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
58. R-160-2003 - Approval of a Resolution Disposing of Protests made at the Hearing on the Provisional Order regarding: Special Improvement District No. 1493 - Hualapai Way/Alexander Road (\$968,158.54 - Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and Southwest Desert Equities, LLC, for Ingress and Egress Purposes over land located at Hualapai Way and Alexander Road, a portion of APN 138-07-103-001 - Ward 4 (Brown)
60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and SDMI Northwest, LLC, for Ingress and Egress Purposes over land located near Peak Drive next to the Las Vegas Technology Center, APN 138-15-302-001 - Ward 4 (Brown)
61. Approval authorizing staff to enter into negotiations with the Clark County School District for approximately 5 acres of land located at Bradley Road and El Campo Grande Avenue, APN 125-25-302-001 - Ward 6 (Mack)
62. Approval of a Lease Agreement between the City of Las Vegas and World Class West Painted Surfaces located at 1951 Stella Lake Street, commonly known as the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
63. Approval of the First Amendment to Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045 (\$14,897.03 - Parking Fund-Stewart Avenue Parking Garage) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

64. Approval of the Lease Agreement with Port of Subs, Inc. for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045) - Ward 5 (Weekly)
65. Approval of the Second Amendment to the Agreement and Memorandum of Understanding between the City and Las Vegas Technology Center Owners Association as they relate to the possible sale of the open space common areas (totaling approximately 7.42 acres) in the Las Vegas Technology Center, APNs 138-15-710-028 and 138-15-810-019) - Ward 4 (Brown)
66. Approval of a Grant Deed from the City Parkway IV A, Inc. to the City of Las Vegas dedicating approximately 2,338 square feet for Right-of-Way for a right turn lane on Grand Central Parkway at "F" Street, APN 139-27-410-002 - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

67. Discussion and possible action authorizing staff to conduct negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)

BUSINESS DEVELOPMENT - DISCUSSION

68. Report regarding the United States Postal Service proposed relocation of the Post Office from the historic Federal Post Office at 301 Stewart Avenue (APN #139-34-501-006) to a new site to be selected in the downtown area; to include information on how the public can comment on aforementioned proposed relocation - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

69. Discussion and possible action on Appeal of Work Card Denial: Melinda (Mindy) Lou George, 6409 1/2 Alisha Circle, Las Vegas, Nevada 89130
70. Discussion and possible action on Appeal of Work Card Denial: Patricia Lynn Dioguardi, 1148 June Avenue, Las Vegas, Nevada 89104
71. Discussion and possible action on Appeal of Work Card Denial: Loretta Lynn Carr, 5542 Adrian Circle, Las Vegas, Nevada 89122
72. ABEYANCE ITEM - Hearing, discussion and possible action regarding complaint seeking disciplinary action against Li Sheng Zhang d/b/a Joyful Massage Therapy, 2009 Paradise Road, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)
73. Discussion and possible action regarding Complaint seeking disciplinary action against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 1 (Moncrief)
74. Discussion and possible action regarding Complaint seeking disciplinary action against MDG, Inc., d/b/a Blue Heaven Bar, 2025 East Charleston Boulevard, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

75. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning codes, Lizbeth Josefina Castillo, dba Los Manguitos Restaurant, 1510 Las Vegas Boulevard South, Lizbeth J. Castillo, 100% - Ward 1 (Moncrief)
76. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Craig Knudson/John Hurley, Craig C. Knudson, Ptnr, 50%, John F. Hurley, Ptnr, 50%, To: Orchard Street Market, Inc., dba Orchard Street Market, 9436 West Lake Mead Boulevard, Suite 8, Brian G. Spraker, Dir, Pres, 50%, Jean M. Spraker, Dir, Secy, Treas, 50% - Ward 4 (Brown)
77. Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Harry W. Kindness III, dba Harry W. Kindness III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
78. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1709, 947 South Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #150 - SUP-2985] - Ward 1 (Moncrief)
79. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #457, 4750 West Sahara Avenue, Suite 1, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #151 - SUP-2987] - Ward 1 (Moncrief)
80. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #867, 4530 Meadows Lane, Suite C-2, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #149 - SUP-2984] - Ward 1 (Moncrief)
81. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1702, 161 North Nellis Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #152 - SUP-2988] - Ward 3 (Reese)
82. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #495, 3115 North Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #148 - SUP-2983] - Ward 3 (Reese)

LEISURE SERVICES DEPARTMENT - DISCUSSION

83. Discussion and possible action on an agreement between the Greater Las Vegas After-School All-Stars (formerly Greater Las Vegas Inner City Games) and the City of Las Vegas - All Wards

MUNICIPAL COURT - DISCUSSION

84. Discussion and possible action regarding a grant funded Office Specialist II position and matching funding pursuant to Municipal Court's subgrant 2003-VAWG-43 from Violence Against Women Act (VAWA) in the amount of \$35,900 (\$11,967 City matching funds for a total of \$47,867)

RESOLUTIONS - DISCUSSION

85. R-161-2003 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement (DDA) with SCE-Bulldog, LLC, for the purchase and development of 0.94 acres of real property located at the southeast corner of Las Vegas Boulevard and Clark Avenue, APN 139-34-310-061, -062, -063, -076 & -710-001- (Gain of \$1,200,000) - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item #2 (RA-5-2003) and to Redevelopment Agency Item #3]

BOARDS & COMMISSIONS - DISCUSSION

- 86. ANIMAL ADVISORY COMMITTEE – Gretchen Stone, Term Expiration 4-3-2004 (Resigned)
- 87. PARK & RECREATION ADVISORY COMMISSION – Patrick Trout, Term Expiration 12-12-2003 (Resigned)
- 88. Appointment and reappointment of Members to the Community Development Recommending Board
- 89. Discussion and possible action to amend the By-Laws for the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board to change the Board Appointment date from January 21 of each year to a date to be determined by the City of Las Vegas
- 90. PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005 (Resigned)

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

- 91. 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
- 92. 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

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.

- 93. 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
- 94. 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
- 95. 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
- 96. 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
- 97. 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
- 98. 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
- 99. 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)
- 100. 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

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.

101. 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

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.

102. Bill No. 2003-92 – Annexation No. ANX-2874 – Property location: On the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue; Petitioned by: John P. Neal, et al.; Acreage: 5.25 acres; Zoned: R-E (County zoning), R-E and U (O) (City equivalents). Sponsored by: Councilman Michael Mack
103. Bill No. 2003-93 – Readopts LVMC 10.02.010 to make all State misdemeanors likewise City misdemeanors. Proposed by: Bradford R. Jerbic, City Attorney
104. Bill No. 2003-94 – Establishes a traffic signal impact fee program for the City pursuant to State law. Proposed by: Richard D. Goecke, Director of Public Works
105. Bill No. 2003-95 – Expands the types of uses that are permitted in the C-V Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development
106. Bill No. 2003-96 – Amends Ordinance No. 5569, pertaining to Annexation Case A-0038-02(A), to correct the listing of the City zoning designations for two development parcels. Proposed by: Robert S. Genzer, Director of Planning and Development
107. Bill No. 2003-97 – Ordinance Creating Special Improvement District No. 1493 - Hualapai Way/Alexander Road
Sponsored by: Step Requirement
108. Bill No. 2003-98 – Ordinance Creating Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III
Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

109. 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

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.

110. EXTENSION OF TIME - VARIANCE - EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
111. EXTENSION OF TIME RELATED TO EOT-2894 - VARIANCE - EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0034-00) which allowed a reduction in the required setbacks for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
112. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-2866 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Special Use Permit (U-0087-01) for a proposed commercial child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
113. EXTENSION OF TIME RELATED TO EOT-2866 - SITE DEVELOPMENT PLAN REVIEW - EOT-2865 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Site Development Plan Review (SD-0028-01) and a reduction in the amount of required perimeter landscaping for a proposed 4,000 square foot expansion of an existing child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. EXTENSION OF TIME - REZONING - EOT-2925 - STEVE KABOLI - Request for an Extension of Time on an approved Rezoning (Z-0040-01) FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) Zone on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. EXTENSION OF TIME RELATED TO EOT-2925 - VARIANCE - EOT-2927 - STEVE KABOLI - Request for an Extension of Time on an approved Variance (V-0043-01) TO ALLOW A PROPOSED BUILDING TO BE 30 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM SETBACK OF 105 FEET on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
116. EXTENSION OF TIME RELATED TO EOT-2925 AND EOT-2927 - SITE DEVELOPMENT PLAN REVIEW - EOT-2926 - STEVE KABOLI - Request for an Extension of Time on an approved Site Development Plan Review [Z-0040-01(1)] FOR A PROPOSED 12,000 SQUARE FOOT BOXING TRAINING CENTER on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
117. REINSTATEMENT AND EXTENSION OF TIME - SPECIAL USE PERMIT AND SITE DEVELOPMENT PLAN REVIEW - EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE #1468 BPOE - Request for a Reinstatement and Extension of Time for an approved Special Use Permit and Site Development Plan Review (U-0121-00) FOR A PROPOSED RECREATIONAL VEHICLE PARKING LOT at 4130 West Charleston Boulevard (APN: 139-31-801-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

118. **SITE DEVELOPMENT PLAN REVIEW - SDR-3088 - JOSEPH SCALA** - Appeal filed by Swisher & Hall from the Denial by the Planning Commission of an Appeal filed by Joseph Scala from the denial by the Director of the Planning and Development Department of a request for an Administrative Site Development Plan Review TO ALLOW EXISTING VEHICLE DISPLAY PADS WITHIN THE REQUIRED LANDSCAPING BUFFER AND TO ALLOW BLADE SIGNS ON EXISTING LIGHT POLES on property located at 6401 Centennial Center Boulevard (APN: 125-28-110-005), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Land Use Designation], Ward 6 (Mack). (NOTE: The Planning Commission (5-2 vote) approved the portion of this application to allow blade signs on existing light poles which was Final Action.) Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer
119. **REVIEW OF CONDITION - PUBLIC HEARING - ROC-2916 - PARDEE HOMES OF NEVADA** - Request for a Review of Condition No. 4 of an approved Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on 50.08 acres adjacent to the east and west sides of Tee Pee Lane, between Farm Road and Solar Avenue (APN: Multiple), U (Undeveloped) Zone [L -TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
120. **REVIEW OF CONDITION - PUBLIC HEARING - ROC-2917 - PARDEE HOMES OF NEVADA** - Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1104) to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on approximately 15.01 acres adjacent to the northwest corner of Dorrell Lane and Fort Apache Road (APN: 125-19-501-017, 018 and 019), U (Undeveloped) Zone [L-TC (Low Density Residential – Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. **REVIEW OF CONDITION - PUBLIC HEARING - ROC-2979 - MONTECITO COMPANIES ON BEHALF OF CENTENNIAL 95, LIMITED PARTNERSHIP** - Request for a Review of Condition Nos. 1 and 2 of an approved Vacation (VAC-0012-01) of portions of Regena Avenue and Monte Cristo Way, which required a 10-foot easement for Nevada Power Company and required a Clark County Vacation to record concurrently with this Vacation request, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
122. **MASTER SIGN PLAN - PUBLIC HEARING - MSP-2881 - JONES MEDIA, INC. ON BEHALF OF SANTA FE STATION, INC.** - Request for a Master Sign Plan to add additional signs to an existing hotel/casino (Santa Fe Station) at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend DENIAL
123. **WAIVER OF TITLE 18 - PUBLIC HEARING - WVR-2899 - NEVADA HOMES GROUP ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY** - Request for a waiver to Title 18.12.160 to allow 187.5 feet between street intersections where 220 feet is the minimum distance separation required adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive (APN: 125-09-401-005, 013 and 014), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
124. **VACATION - PUBLIC HEARING - VAC-2838 - CONCORDIA HOMES OF NEVADA, INC.** - Petition to Vacate U.S. Government Patent Reservations generally located south of Deer Springs Way, west of El Capitan Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
125. **VACATION - PUBLIC HEARING - VAC-2878 - HDB, LIMITED LIABILITY COMPANY** - Request for a Petition to Vacate a portion of Canyon Run Drive approximately 2,000 feet west of Rampart Boulevard, Ward 2 (L.B. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 126.VACATION - PUBLIC HEARING - VAC-2887 - KB HOME NEVADA, INC. - Petition to Vacate U.S. Government Patent Easements generally located south of Gilmore Avenue, east of Ashling Street, and west of Ocean Waters Street, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 127.VACATION - PUBLIC HEARING - VAC-2940 - NEVADA HOMES ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located adjacent to the south side of Alexander Road, east of Fort Apache Road, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 128.VACATION - PUBLIC HEARING - VAC-2942 - PARADISE DEVELOPMENT ON BEHALF OF CITY PARKWAY IV A, INCORPORATED - Petition to Vacate a ten-foot wide portion of a drainage easement generally located adjacent to the northeast corner of Grand Central Parkway and "F" Street, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 129.VACATION - PUBLIC HEARING - VAC-2948 - CENTENNIAL & DURANGO, LIMITED LIABILITY COMPANY - Petition to Vacate a portion of Durango Drive between Centennial Parkway and Darling Road, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 130.VARIANCE - PUBLIC HEARING - VAR-2901 - LODGE YMCA ASSOCIATION OF LAS VEGAS - Request for a Variance to allow 319 parking spaces where 409 parking spaces are required for an expansion of an existing YMCA facility at 4141 Meadows Lane (APN: 139-31-601-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 131.SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-2901 - PUBLIC HEARING - SDR-2900 - LODGE YMCA ASSOCIATION OF LAS VEGAS - Request for a Site Development Plan Review for a new aquatic center, running track, playground, a 750 square foot addition to the existing building, and parking lot at 4141 Meadows Lane (APN: 139-31-601-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 132.VARIANCE - PUBLIC HEARING - VAR-2905 - TERRIBLE HERBST OIL COMPANY ON BEHALF OF McDONALD'S CORPORATION - Request for a Variance to allow a 100-foot tall flag pole where a 40-foot tall flag pole is the maximum height permitted adjacent to the southwest corner of Centennial Parkway and Durango Drive (APN: 125-29-510-007), T-C (Town Center) Zone [GC-TC (General Commercial – Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
- 133.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2793 - STEVEN TRAISMAN - Required One Year Review of an approved Special Use Permit (U-0069-02) which allowed a banquet facility at 4250 East Bonanza Road, Suite #10 (APN: 140-30-802-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2860 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF Z PROPERTIES, LIMITED LIABILITY COMPANY - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0043-94(4)] which allowed a 55 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 3900 West Charleston Boulevard (APN: 139-31-801-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 135.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2861 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF Z PROPERTIES, LIMITED LIABILITY COMPANY - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0043-94(3)] which allowed a 55 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 3920 West Charleston Boulevard (APN: 139-31-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

136. REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2903 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF WORD OF LIFE CHRISTIAN CENTER - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0027-93(3)] which allowed a 40 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 4800 Alpine Place (APN: 138-36-802-009), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
137. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2891 - CHIP AND HELEN JOHNSON FAMILY TRUST - Required Two Year Review of an approved Special Use Permit [U-0109-94(2)] which allowed a 40 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 1767 North Rancho Drive (APN: 139-19-812-018), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
138. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2777 - 36 ACRE, LIMITED LIABILITY COMPANY ON BEHALF OF DURANGO 215, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A TAVERN adjacent to the south side of Deer Springs Way, approximately 200 feet east of El Capitan Way (a portion of APN: 125-20-710-002), T-C (Town Center) Zone [UC-TC (Urban Core - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
139. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2777 - PUBLIC HEARING - SDR-2776 - 36 ACRE, LIMITED LIABILITY COMPANY ON BEHALF OF DURANGO 215, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the Town Center Build-To-Line Development Standard FOR A PROPOSED 5,000 SQUARE FOOT RESTAURANT/TAVERN on 0.77 acres adjacent to the south side of Deer Springs Way, approximately 200 feet east of Durango Drive (a portion of APN: 125-20-710-002), T-C (Town Center) Zone [UC-TC (Urban Core - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
140. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-1018 - ROGER FOSTER - Request for a Special Use Permit for a proposed mini-warehouse development adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
141. SPECIAL USE PERMIT RELATED TO SUP-1018 - PUBLIC HEARING - SUP-1454 - ROGER FOSTER - Request for a Special Use Permit for a proposed recreational vehicle and boat storage in conjunction with a mini-warehouse development and a waiver to allow storage within a required setback/buffer area adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
142. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-1018 AND SUP-1454 - PUBLIC HEARING - SDR-2871 - ROGER FOSTER - Request for a Site Development Plan Review for a proposed mini-warehouse development with recreational vehicle and boat storage and waivers to the side and rear setback requirements, and perimeter and parking lot landscaping requirements adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
143. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2885 - CLASSIC & COLLECTIBLE CARS ON BEHALF OF LARRY L. NICHOLL FAMILY TRUST - Request for A Special Use Permit FOR MOTOR VEHICLE SALES (USED) AND TO ALLOW THE USE ON A 12,632 SQUARE FOOT SITE WHERE A 25,000 SQUARE FOOT SITE IS THE MINIMUM SIZE REQUIRED AT 3063 Sheridan Street (APN: 162-08-302-014), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

144. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2909 - CENTERSTAGING LAS VEGAS, LIMITED LIABILITY COMPANY ON BEHALF OF CITY OF LAS VEGAS - Request for a Special Use Permit for a recording studio and television broadcasting & other communication services adjacent to the west side of Martin Luther King Boulevard, approximately 330 feet north of Wheeler Peak Drive (a portion of APN: 139-21-313-007 and 008), R-E (Residence Estates) Zone under Resolution of Intent to C-PB (Planned Business Park), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
145. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2909 - PUBLIC HEARING - SDR-2908 - CENTERSTAGING LAS VEGAS, LIMITED LIABILITY COMPANY ON BEHALF OF CITY OF LAS VEGAS - Request for a Site Development Plan Review for a 71,323 square foot sound stage and a 53,287 square foot corporate office building on 5.89 acres adjacent to the west side of Martin Luther King Boulevard, approximately 330 feet north of Wheeler Peak Drive (a portion of APN: 139-21-313-007 and 008), R-E (Residence Estates) Zone under Resolution of Intent to C-PB (Planned Business Park), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
146. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2911 - CASHBACK PAYDAY LOANS ON BEHALF OF NORTH RANCH PARKWAY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a financial institution, specified adjacent to the southwest corner of Craig Road and Decatur Boulevard (APN: 138-01-712-008), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
147. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2960 - JERALD L. LANDWEHR - Request for a Special Use Permit FOR ANIMAL KEEPING AND HUSBANDRY (GOATS) on 0.44 acres located at 4809 Ricky Road (APN: 138-12-710-090), R-E (Residence Estates) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
148. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2983 - GAMESTOP, INCORPORATED ON BEHALF OF PAN PACIFIC DEVELOPMENT (CHEYENNE COMMONS), INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 32.50 acres at 3115 North Rainbow Boulevard, Suite B (APN: 138-15-502-006), C-1 (Limited Commercial) Zone, Ward 6 (Mack). [NOTE: This item to be heard in conjunction with Morning Session Item #82.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
149. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2984 - GAMESTOP, INCORPORATED ON BEHALF OF WING FONG & ASSOCIATES – FREMONT LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 1.38 acres at 4530 MEADOWS LANE C-2 (APN: 139-31-110-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #80.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
150. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2985 - GAMESTOP, INCORPORATED ON BEHALF OF WEINGARTEN NOSTAT, INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 0.48 acres located at 947 South Rainbow Boulevard (APN: 138-34-814-004), C-1 (Limited Commercial District) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #78.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
151. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2987 - GAMESTOP, INCORPORATED ON BEHALF OF SAHARA PAVILION NORTH US, INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER USE (COMPUTER SOFTWARE, VIDEO GAMES, AND ACCESSORIES) on 29.40 acres at 4750 West Sahara Avenue, Suite 1 (APN: 162-06-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #79.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
152. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2988 - GAMESTOP, INCORPORATED ON BEHALF OF CHARLESTON COMMONS ASSOCIATES, LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 4.47 acres at 161 North Nellis Boulevard (APN: 140-32-701-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). [NOTE: This item to be heard in conjunction with Morning Session Item #81.] The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

153. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-2457 - DONNA F. BEAM REVOCABLE TRUST - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) Zone on 3.88 acres adjacent to the northeast and southeast corners of Smoke Ranch Road and Buffalo Drive (APN: 138-15-402-001 and 138-22-101-001) Ward 4 (Brown). The Planning Commission (4-2 vote) and staff recommend APPROVAL
154. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2457 - PUBLIC HEARING - SDR-2458 - DONNA F. BEAM REVOCABLE TRUST - Request for a Site Development Plan Review FOR TWO PROPOSED COMMERCIAL BUILDINGS on 3.88 acres adjacent to the northeast and southeast corners of Smoke Ranch Road and Buffalo Drive (APN: 138-15-402-001 and 138-22-101-001) U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 4 (Brown). The Planning Commission (4-2 vote) and staff recommend APPROVAL
155. REZONING - PUBLIC HEARING - ZON-2643 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: R-PD7 (Residential Planned Development - 7 Units Per Acre) on 10.08 acres located approximately 900 feet north of Alta Drive, between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
156. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2643 - PUBLIC HEARING - SDR-2644 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 75-LOT SINGLE FAMILY DEVELOPMENT on 10.08 acres located approximately 900 feet north of Alta Drive, Between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), R-1 (Single Family Residential) Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
157. WAIVER OF TITLE 18 - PUBLIC HEARING - WVR-2834 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Waiver of Title 18.12.130 FOR THE INSTALLATION OF CRASH GATES ON PRIVATE STREETS AT INAPPROPRIATE LOCATIONS on 10.08 acres located approximately 900 feet north of Alta Drive, Between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), R-1 Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
158. REZONING - PUBLIC HEARING - ZON-2849 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) [MLA (Medium-Low Attached Density Residential) General Plan Designation] TO: R-PD12 (Residential Planned Development - 12 Units Per Acre) on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
159. VARIANCE - PUBLIC HEARING - VAR-2855 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Variance to ALLOW A 15-FOOT SETBACK FROM SINGLE-FAMILY RESIDENTIAL PROPERTIES WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A 90-FOOT SETBACK for a proposed 129-Unit Condominium Development on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
160. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2849 AND VAR-2855 - PUBLIC HEARING - SDR-2850 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the perimeter landscaping requirements FOR A PROPOSED 129-UNIT CONDOMINIUM DEVELOPMENT on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

161. REZONING - PUBLIC HEARING - ZON-2918 - TREASURE LAND DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) [R (Rural Density Residential) General Plan Designation] TO: R-D (Single Family Residential - Restricted) and to allow 3.2 dwelling units per acre within a rural preservation neighborhood buffer where 3.0 units per acre is permitted on 2.8 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), Ward 6 (Mack). The Planning Commission (5-2 vote) and staff recommend APPROVAL
162. VACATION RELATED TO ZON-2918 - PUBLIC HEARING - VAC-2920 - TREASURE LAND DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Petition to Vacate the south 10 feet of Washburn Road between Maverick Street and Bronco Lane, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
163. REZONING - PUBLIC HEARING - ZON-2970 - CONCORDIA HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) Zone on 5.06 acres approximately 660 feet south of Deer Springs Way and 330 feet east of Campbell Road (APN: 125-20-301-015), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
164. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2970 - PUBLIC HEARING - SDR-2971 - CONCORDIA HOMES OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED 39-LOT SINGLE-FAMILY CLUSTER DEVELOPMENT on 5.06 acres approximately 660 feet south of Deer Springs Way and 330 feet east of Campbell Road (APN: 125-20-301-015), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
165. REZONING - PUBLIC HEARING - ZON-2989 - ALAMEDA TRUST AND IRENE H & BRADLEY JAY TAYLOR - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: P-R (Professional Office and Parking) Zone on 0.17 acres located at 208 North Lamb Boulevard (APN: 140-32-310-005), Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
166. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3000 - CITY OF LAS VEGAS - Request to amend the Las Vegas Downtown Centennial Plan to include urban trail objectives and locations (multiple APNs), Wards 1 (Moncrief), 3 (Reese), and 5 (Weekly). [CORRECTION: Ward 3 (Reese) is not effected by this application, the correct Wards are Ward 1 (Moncrief) and Ward 5 (Weekly).] The Planning Commission (7-0 vote) and staff recommend APPROVAL
167. GENERAL PLAN AMENDMENT RELATED TO GPA-3000 - PUBLIC HEARING - GPA-3130 - CITY OF LAS VEGAS - Request to amend the Las Vegas Downtown Centennial Plan to include a revised definition of the boundaries of the Arts District, to revise the design standards for the Arts District, to include a revised definition of the boundaries of the Office District, and to correct minor elements of the Downtown Centennial Plan (multiple APNs), Wards 1 (Moncrief), 3 (Reese) and 5 (Weekly). [CORRECTION: Ward 3 (Reese) is not effected by this application, the correct Wards are Ward 1 (Moncrief) and Ward 5 (Weekly).] (NOTE: The Planning Commission voted to hold in abeyance to the November 20, 2003 Planning Commission meeting the portion of this application pertaining to the boundaries of the Arts District.) The Planning Commission (7-0 vote) and staff recommend APPROVAL of the remaining application which is the revision to the Design Standards for the Arts District
168. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-2867 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: L (Low Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

169. REZONING RELATED TO GPA-2867 - PUBLIC HEARING - ZON-2868 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request for a Rezoning FROM: U (Undeveloped) [L (Low Density Residential) General Plan Designation] TO: R-PD11 (Residential Planned Development - 11 Units per Acre) on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
170. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-2867 AND ZON-2868 - PUBLIC HEARING - SDR-2869 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request for a Site Development Plan Review FOR A 50-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT and a Reduction in the amount of required perimeter landscaping on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD11 (Residential Planned Development - 11 Units per Acre)], Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
171. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-2953 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (Service Commercial) TO: H (High Density Residential) on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
172. REZONING RELATED TO GPA-2953 - PUBLIC HEARING - ZON-2954 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial) Zone TO: R-5 (Apartment) Zone on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
173. VARIANCE RELATED TO GPA-2953 AND ZON-2954 - PUBLIC HEARING - VAR-2956 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Variance to ALLOW 16 PARKING SPACES WHERE 75 SPACES ARE REQUIRED for a proposed 62-Unit Senior Apartment Development on property adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone [PROPOSED: R-5 (Apartment) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
174. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-2953, ZON-2954 AND VAR-2956 - PUBLIC HEARING - SDR-2955 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A 62-UNIT SENIOR APARTMENT DEVELOPMENT on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone [PROPOSED: R-5 (Apartment) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
175. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3005 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: LI/R (Light Industry/Research) TO: SC (Service Commercial) on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
176. REZONING RELATED TO ZON-3007 - PUBLIC HEARING - ZON-3007 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request for a Rezoning FROM: M (Industrial) TO: C-1 (Limited Commercial) Zone on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

177.SPECIAL USE PERMIT RELATED TO GPA-3005 AND ZON-3007 - PUBLIC HEARING - SUP-3100 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request for a Special Use Permit for MULTIFAMILY RESIDENTIAL UNITS on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

178.SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

ADDENDUM**CITIZENS PARTICIPATION**

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

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

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
CITY COUNCIL MEETING OF: NOVEMBER 5, 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 - CHAPLAIN CHARLOTTE LEAS, BUNKER MORTUARY
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN (excused from the afternoon session until 2:40 p.m.), L.B. McDONALD, WEEKLY (excused from the morning session until 9:29 a.m.), MACK, and MONCRIEF

Also Present: ACTING CITY MANAGER BETSY FRETWELL, DEPUTY CITY MANAGER STEVE HOUCHENS, 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

(9:06 – 9:07)

1-1

CHAPLAIN CHARLOTTE LEAS, REVEREND, Bunker Mortuary, gave the invocation.

(9:07 – 9:08)

1-27

MAYOR GOODMAN led the audience in the Pledge.

(9:08 – 9:09)

1-56

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF CITIZEN 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:**

COUNCILWOMAN McDONALD recognized RICHARD "CHARLES" VOLKER as November's Citizen of the Month for his involvement in the community. After MR. VOLKER moved to Las Vegas from Prescott, Wisconsin, in 2000, he immediately began to get involved in the community. As a retired stay-at-home dad, his primary focus is his children's education and safety. He began volunteering at his children's local elementary school and was soon elected president of the PTA for the 2002-2003 school year. He is very active in community events and does a lot of outreach, and is especially concerned and involved with children's safety. He is married to LINDA and they have two children, MATTHEW and CAROLINE.

MR. VOLKER felt honored to be able to serve the community and thanked everyone for this recognition.

(9:09 – 9:11)

1-90

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION****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:**

MAYOR GOODMAN called up RICHARD GOECKE, Director of Public Works, and DAVID MENDENHALL, Environmental Division Manager, to receive a very special honor by ALLEN BIAGGI, Administrator for the Nevada Division of Environmental Protection, who was accompanied by LEO DROSDOFF.

MR. BIAGGI indicated that that the Division of Environmental Protection is responsible for clean water and drinking water activities throughout the State of Nevada. This presentation is special to him because it is regarding stewardship of water resources, which is very critical in Nevada because it is the driest state in the nation. With Lake Mead's decline in elevation because of the drought in the upper basin, water quality has become even more critical over the last few years and months. With great pleasure, he presented the City with a plaque for its voluntary efforts in the removal of phosphorous year-round from the wastewater. The City of Las Vegas has recognized the water quality implications of the discharge, the declining lake levels, and has taken it upon itself to assist in anyway possible to preserve water quality. This award is a revolving award that has been presented to acknowledge outstanding awards in water quality and has been in place for approximately five years. It is named after WENDELL McCURRY, who was a 34-year employee of the Environmental Protection Division and is the father of water quality. The Mayor greatly appreciated this gesture.

(9:11 - 9:13)

1-151

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE SIX PAC NATIONAL CHAMPIONS

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 2003 Six Pac Hockey National Champions-Triple A Division, The Las Vegas Titans, who is an exceptional group of young people who excel in sports and academics. Prior to winning the championship, this team was ranked 67th in the country. The team competed in their final game against Colorado and won with a score of 3-2. She introduced the coaching staff, ROGER "EDERBY" SHAFER, Head Coach, MARK MATTHEWS, Assistant Coach, VICKI ADIMEY, Team Manager, KATHY CHAIRES, Team Mom, ALBERT TECCI, Team Dad, and SAM COMBS, Team Support, and the following players: STEPHEN CHAIRES, NICK ADIMEY, KYLE JONES, SONY QULOAGA, DEREK COMBS, DUSTIN CIPPOLA, GARRETT MARLENUDA, and TODD MATTHEWS.

COACH SCHAFER thanked the Council for this recognition. He stated that the players have worked very hard to get to this point. COUNCILWOMAN McDONALD presented COACH SCHAFER with a huge trophy as a token of the City's pride in the team's success.

(9:13 - 9:16)

1-229

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF CITY EMPLOYEES DEPLOYED TO THE MIDDLE EAST

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 commented that this presentation is very important to her, especially as Veteran's Day approaches. She indicated that on Saturday, November 1, 2003, an annual Veterans Breakfast was held at the Suncoast Hotel. This year 19 City employees who were deployed in support of Operation Enduring Freedom and Operation Iraqi Freedom were recognized. Each was given the City's Medal of Honor for their service to the City and the nation. The Medal of Honor is the highest form of distinction given by the City of Las Vegas and it is rarely awarded. It typically goes to citizens who have displayed uncommon bravery or heroism, or who have made a significant and lasting contribution to the community.

She recognized those that received the medal on November 1, 2003: LANE PARKES - Detention & Enforcement, LANCE KLEPEL - Detention & Enforcement, SCOTT EDWARDS - Detention & Enforcement, ROBERT HILL - Fire Services, NORMAN SIMPSON - Fire Services, RUDY ROSAS - Fire Services, REGINALD MCCOLLINS - Fire Services, CLYDE CASSOUTT - Field Operations, JESSICA WATSON - Detention & Enforcement, DEAN GALLINATTI - Fire Services, THOMAS RATSCH - Detention & Enforcement (who was not present), and RICHARD STEPP - Detention & Enforcement (who was not present). She then recognized the following individuals who could not attend the breakfast and presented each of them with the Medal of Honor: JOHN BALODIS - Facilities Management, JOSE MONROY - Finance & Business Services, JAMES WARD - Building & Safety, LOREN FULLER - Fire Services, BRIAN BARTON - Fire Services, and RANDY GRAY - Fire Services (who was not present).

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Ceremonial

Recognition of City employees Deployed to the Middle East

MINUTES – Continued:

Finally, with tears in her eyes, COUNCILWOMAN McDONALD recognized HENRY LUJAN of Facilities Management, who was still in Iraq. His wife ANDREA and their two sons DAMIEN and DEVON accepted the medal for MR. LUJAN.

The recipients were given a standing ovation, at the request of COUNCILWOMAN McDONALD, for their valor and fighting for their country.

(9:16 – 9:23)

1-323

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

**RECOGNITION OF NATIONAL RECREATION AND PARK ASSOCIATION
ACCREDITATION AWARDED TO THE LEISURE SERVICES DEPARTMENT**

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:

MAYOR GOODMAN called forward DR. BARBARA JACKSON, Leisure Services Director, to accept a prestigious award on behalf of her department by the National Recreation and Park Association. He announced that JUDY WEISS, Chairperson of the Commission for Accreditation of Park and Recreation Agencies (APRA), was present to make the presentation.

MS. WEISS felt honored to be present to recognize and celebrate the achievement recently accomplished by the City of Las Vegas Leisure Services Department, which is no small feat. Park and recreation agency accreditation is a rigorous process to comply with. It includes 155 national standards that engage the staff in every aspect of park and recreation operation. In order to achieve the success, copious amounts of documentation must be supplied for each of the standards. The APRA team reviews documentation to ensure that the standards are met. Staff and the visitation team chair then meet with the commission to confirm final accreditation. The average time to complete this process is about 17 months.

MS. WEISS indicated that the City of Las Vegas Leisure Services Department has met national standards and operates an organization that provides high-quality, well-managed services to the citizens of this community. Only forty-two public agencies and two Army installations have been able to achieve accreditation. City Administrative staff should be proud of the Leisure Services staff for choosing to challenge itself and to prove to the community that they are committed to excellence.

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Ceremonial

Recognition of National Recreation and Park Association Accreditation Awarded to the Leisure Services Department

MINUTES – Continued:

DR. JACKSON was grateful that the process was over. She expressed her gratitude to all those that worked vigorously on this. She is very proud of all of them. They made a tremendous job look easy. But AMY CARVER breathed, slept, and ate accreditation. So many people take for granted the Leisure Services programs and services that they enjoy. So many of her staff members have training beyond normal training requirements. Leisure Services has never been audited and surveyed so much, and she is very proud of all her staff.

(9:23– 9:29)

1-544

Also, COUNCILMAN REESE acknowledged JEFF BRUCKNER from the Kilroy's Hockey Foundation. MR. BRUCKNER presented MAYOR GOODMAN with a hockey jersey for his continued support of public awareness of the disease that took the life of MR. RIGAZIO and of all the causes that benefit Las Vegas. MAYOR GOODMAN was very surprised and pleased to receive the jersey, especially since he so much admired MR. RIGAZIO. He was a wonderful person and a vibrant member of this community. But he lives on through his wife and his family, who were also in attendance.

(9:30 – 9:35)

1-958

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 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 30, 48, 71, and 77 - UNANIMOUS****MINUTES:**

COUNCILMAN MACK questioned the reason for striking Item 48. ACTING CITY MANAGER FRETWELL indicated that there are several unanswered questions remaining.

There was no further discussion.

(9:35 – 9:37)

1-958

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY MANAGER****DIRECTOR: DOUGLAS A. SELBY**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of the termination of the August 19, 2003 flash flood emergency - Wards 2, 4 and 6 (L.B. McDonald, Brown and Mack)

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

On September 5, 2003, Mayor Oscar B. Goodman issued a proclamation terminating the flash flood emergency that occurred in the Northwest region of the City on August 19, 2003. This proclamation was presented to the Las Vegas City Council for ratification pursuant to Las Vegas Municipal Code Chapter 2.30.030(H).

RECOMMENDATION:

It is recommended that the City Council ratify the Mayor's proclamation terminating the August 19, 2003 flash flood emergency.

BACKUP DOCUMENTATION:

Flash Flood Emergency Termination Proclamation

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILWOMAN McDONALD disclosed that she would be voting on Items 7, 9, 10, and 11, even though she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as does the applicants for the aforementioned items. She has not discussed these items with Station Casinos, nor will her affiliation impact her judgment. Moreover, she has discussed this disclosure with the City Attorney, as these items will have no material impact on Station Casinos.

*City of Las Vegas***Agenda Item No. 2****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent - Administrative****Item 2 – Approval of the termination of the August 19, 2003 flash flood emergency****MOTION – Continued:**

NOTE: COUNCILMAN MACK disclosed that although a SuperPawn owned by his brother, STEVEN MACK, for whom he is a consultant, is near the location involved in Item 38, the portion being revised is a mile away and he does not believe it to be a conflict for him. Another SuperPawn, which he also consults for and is also owned by his brother, is located near the proposed park site involved in Item 49. Items 63 and 64 concern agreements for a parking garage near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract. Since neither of his relatives had spoken to him about these items and he did not believe that they would be impacted by these agreements, he felt comfortable in voting on these issues.

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 the Council approve each item.

MARK VINCENT, Director, Finance and Business Services, noted that Item 20 should be corrected to remove the word "Heights."

There was no further discussion.

(9:37 – 9:40)

1-1006

TERMINATION OF DISASTER EMERGENCY

WHEREAS, the City of Las Vegas is a political subdivision of the State of Nevada;
and

WHEREAS, the Mayor of the City of Las Vegas found that on Tuesday, August 19, 2003 substantial flooding in the City of Las Vegas created a condition of extreme peril to life, health, safety, and welfare of persons and property; and

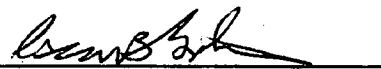
WHEREAS; the Las Vegas City Council ratified the Mayor's Emergency Resolution in a Emergency City Council Meeting on Wednesday, August 20, 2003; and

WHEREAS, the effects of the flooding have subsided and the City of Las Vegas is now able to cope with the existing conditions;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Las Vegas does hereby resolve that the State of Emergency in the City of Las Vegas that existed from Tuesday, August 19, 2003 at 5:37 pm to Friday, September 5, 2003 at 9:00 am shall cease to exist.

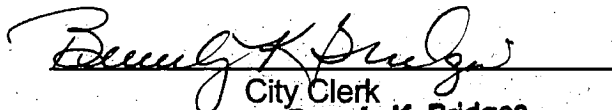
TERMINATION IS HEREBY ORDERED on this 5th day of September, 2003.

CITY OF LAS VEGAS

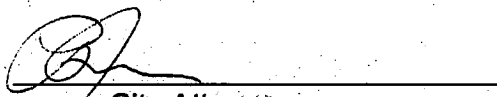
By 

Mayor

ATTEST:


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

Approved as to form


City Attorney

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: DETENTION AND ENFORCEMENT**DIRECTOR: MICHAEL SHELDON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to accept grant funds in the amount of \$52,289 from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP), as reimbursement of monies used to house inmates born outside the United States

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

The Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP) has approved a Federal Grant, #2003APBX0225, through the U.S. Department of Justice to the City of Las Vegas, Department of Detention and Enforcement, for establishing reimbursement of monies used to house inmates born outside the United States. A total of \$52,289 has been appropriated for this project. There will be no fiscal impact to the City of Las Vegas. No personnel costs will be incurred.

RECOMMENDATION:

Approve

BACKUP DOCUMENTATION:

1. Grant Application
2. Notification of Award

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

1) Grant Application

**U.S. Department of Justice**

Bureau of Justice Assistance

2003 SCAAP Application

Applicant/Organization Information

Government Level: Municipal
Jurisdiction: City of Las Vegas
Submitting Agency: Department of Detention and Enforcement

CEO for Jurisdiction

Mr. Oscar Goodman
Mayor
400 Stewart Avenue
Las Vegas, Nevada
89101-2927
Phone: (702) 229-6241

Fax: (702) 385-7960 Email: ogoodman@ci.las-vegas.nv.us

Alternate Contact Information

Mr. Wayne Griffin
Deputy Director
3300 Stewart Avenue
Las Vegas, Nevada
89101-3710
Phone: (702) 229-2539

Fax: (702) 386-7070 Email: WGriffin@ci.las-vegas.nv.us

Authorized Signing Authority

Mr. Wayne Griffin
Deputy Director
3300 E. Stewart Avenue
Las Vegas, Nevada
89101-3710
Phone: (702) 229-2539

Fax: (702) 386-7070 Email: WGriffin@ci.las-vegas.nv.us



U.S. Department of Justice

Bureau of Justice Assistance

2003 SCAAP Application

Inmate Information

<i>Name (Last, First)</i>	<i>Unique Inmate ID</i>	<i>Date Incarcerated</i>	<i>Date Released</i>
SMITH, VALLAN	973150	09/19/2001	09/24/2001
MOLINA, JESUS	935593	10/20/2001	11/01/2001
FREITAG, KRISTOPHER	933327	06/19/2002	06/24/2002
MORGEN, TONY	930369	04/09/2002	04/19/2002
MORENO, JUAN	929009	11/04/2001	11/07/2001
FERNANDEZ, FRANCISCO	923093	01/19/2002	02/04/2002
HERNANDEZ, JULIO	908932	03/20/2002	03/25/2002
GARCIA, MARGARTIO	902735	12/17/2001	01/04/2002
HUYNH, LAN	873431	04/17/2002	04/23/2002
BECERRA, MANUEL	859528	09/01/2001	09/10/2001
BANDERAS, JOSE	859474	03/07/2002	03/30/2002
MENDOZAMICHEL, MARCIAN	859398	04/26/2002	05/01/2002
SANCHEZ, FRANCISCO	858892	03/11/2002	03/14/2002
VINCENTE, FELIPE	858043	01/19/2002	01/22/2002
RODRIQUEZ, FRANCISCO	857947	08/04/2001	08/09/2001
MONTES, JULIO	857472	08/04/2001	08/14/2001
PORAS, JUAN	856893	10/03/2001	10/06/2001
PRADO, ISIDRO	856266	09/04/2001	09/10/2001
RODRIGUEZ, OSKAR	855917	08/18/2001	08/23/2001
PORRAS, MARTIN	855596	03/28/2002	04/01/2002
LOPEZ, KAI	850445	04/17/2002	04/21/2002
RAINS, SIMON	796118	11/06/2001	12/04/2001
ACOSTA, REGINALDO	786508	01/11/2002	01/23/2002
LUCAS-KING, LOUISE	770686	10/26/2001	10/30/2001
VON KOEPPEN, HANS	749298	11/21/2001	11/28/2001
DEOLIVEIRA JR, SEBASTIAO	726515	05/24/2002	06/24/2002
LIMA, ARMANDO	725786	07/01/2001	07/13/2001
NGUYEN, MICHAEL	718682	03/20/2002	04/02/2002
LLANEZ, GUILLERMO	699970	12/06/2001	12/10/2001
TOLEDO, MARIA	674256	05/23/2002	05/28/2002
ERICKSON, DAVID	671426	04/11/2002	04/15/2002



U.S. Department of Justice

Bureau of Justice Assistance

2003 SCAAP Application

ERICKSON, DAVID	671426	11/07/2001	11/18/2001
LINERO, BARTOLO	653263	02/28/2002	03/04/2002
GUZMAN, ABEL	639099	10/17/2001	10/31/2001
MARTINEZ, ELIAS	630825	01/19/2002	01/23/2002
SEIGLER, KEVIN	626238	02/22/2002	02/25/2002
RAMIREZ, DAVID	624897	11/13/2001	11/22/2001
CRUZ, CESAR	622925	05/23/2002	05/28/2002
MURRAY, HARLAND	621482	09/07/2001	09/10/2001
NICOLAS-CAIN, TOMAS	621321	09/06/2001	09/10/2001
WATSON, ANTONIO	616270	08/14/2001	08/29/2001
BONNEAU, SHELLY	605749	01/23/2002	04/12/2002
BONNEAU, SHELLY	605749	10/08/2001	10/15/2001
PINON, JUAN	594944	07/20/2001	07/26/2001
TEBEBE, BEKELE	584768	04/12/2002	04/15/2002
HERNANDEZ, JESSICA	581966	09/14/2001	09/17/2001
HERNANDEZ, JESSICA	581966	02/25/2002	04/04/2002
PRUITT, SANDRA	483958	11/07/2001	11/13/2001
DIAZ, ARNOLDO	482616	10/28/2001	11/01/2001
PLUMMER, COLVIN	438002	02/21/2002	02/25/2002
PLUMMER, COLVIN	438002	03/06/2002	03/11/2002
VALDEZ, GETRO	429346	09/21/2001	09/26/2001
LICETI, TERESA	414445	03/06/2002	05/28/2002
NELSON, ANTHONY	412873	08/09/2001	12/20/2001
RAMIS, RAMON	345656	10/04/2001	10/08/2001
GEARY, PHILIP	338903	07/11/2001	07/16/2001
SILIPO, PAT	337515	07/09/2001	07/18/2001
BATTLE, LUIS	298893	12/03/2001	12/12/2001
PARKERSON, MARVIN	227378	10/10/2001	10/19/2001
STEELE, PAMELA	186858	12/18/2001	12/26/2001
SCHWAB, CLAUDIAEVA	1009784	05/30/2002	06/04/2002
BRYANT, LARA	984192	04/03/2002	04/11/2002



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2003 SCAAP Application

BRYANT, LARA	984192	12/17/2001	12/27/2001
BRYANT, LARA	984192	08/11/2001	08/22/2001
BRYANT, LARA	984192	06/04/2002	06/30/2002
SANDOVAL, MIGUEL	1228202	07/04/2001	07/12/2001
MODESTO, ANTONIA	1226557	08/01/2001	08/13/2001
MARTINEZ, MARCIAL	1226364	08/22/2001	10/20/2001
LOPEZ, ANOY	1225280	12/18/2001	12/21/2001
LOPEZ, ANOY	1225280	10/02/2001	10/08/2001
FRANCH, MAXIMO	1224939	12/24/2001	12/28/2001
GONZALEZ, VARANEZ	1224841	06/18/2002	06/24/2002
GONZALEZ, FERNANDO	1224273	05/30/2002	06/23/2002
MOLINA, ELIDIO	1221668	10/30/2001	11/14/2001
RECTOR, WENDY	1220728	03/05/2002	03/18/2002
SAWYER, VINCENT	1218763	09/06/2001	09/10/2001
PEREZ, VICTOR	1213851	11/26/2001	12/23/2001
MEZA, ARTEMIO	1212063	04/25/2002	04/29/2002
SEGUNDO JR, ALEJANDRO	1210766	04/30/2002	05/06/2002
SEGUNDO JR, ALEJANDRO	1210766	06/03/2002	06/06/2002
ACOSTA, VICTOR	1210304	07/12/2001	07/18/2001
PONCE, SHARON	1210136	05/03/2002	05/08/2002
PINEDA, WILBERT	1206627	04/08/2002	04/12/2002
TELLIS, H.	1205321	07/30/2001	08/03/2001
FERNANDEZ, JULIO	1204969	07/03/2001	07/16/2001
VERDIN, JESUS	1202171	05/23/2002	05/29/2002
HOLLIDAY, STEVEN	1199272	03/11/2002	04/07/2002
TEITMAN, JOSEPH	1196943	05/20/2002	06/13/2002
ESPINO, JAVIER	1193831	10/19/2001	11/12/2001
BAEZ, ROGER	1189771	07/15/2001	08/02/2001
SIERRA, LORENZO	1189374	03/30/2002	04/03/2002
RAMOS, DANIEL	1169608	10/17/2001	10/22/2001
GUTIERREZ, SAUL	1169600	08/03/2001	08/08/2001



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2003 SCAAP Application

RIOS, DANIEL	1169348	03/11/2002	03/26/2002
DUVALL, MIA	1166246	12/13/2001	12/17/2001
FELICIANO, SEBASTIAN	1165812	07/01/2001	07/29/2001
BOWERS, JOHN	1165242	08/15/2001	08/20/2001
HENDRICK, JEREMY	1164000	11/27/2001	01/22/2002
ZAMORAMACHADO, JOSE	1163208	06/15/2002	06/26/2002
MEJIA, JOSE	1162704	01/10/2002	02/03/2002
LUKE, JORGE	1160135	04/10/2002	04/16/2002
SALAS, SANTIAGO	1159824	05/13/2002	05/22/2002
CERVANTEZ, FRANCISCO	1152666	09/28/2001	10/30/2001
JOSE, LORETO	1121281	08/19/2001	08/22/2001
VALIENTE, WALTER	1115718	04/30/2002	06/19/2002
HAYS, MICHELLE	1110329	04/12/2002	06/03/2002
HAYS, MICHELLE	1110329	07/24/2001	11/03/2001
DOMINGUEZ, GLENN	1107161	09/15/2001	09/18/2001
SMITH, NOODANG	1106368	09/25/2001	11/09/2001
GARCIA, ELIAS	1100455	07/02/2001	07/16/2001
NAVA, ANTONIO	1095146	02/03/2002	02/06/2002
NOCLAIN, JEAN	1087980	10/19/2001	10/22/2001
RAMIREZ, JOSE	1062889	05/09/2002	05/16/2002
PERINGER, SUSIE	1056457	08/04/2001	08/14/2001
RENTERIA, MARTIN	1052365	10/20/2001	11/16/2001
BULIN, RICHARD	1047096	09/26/2001	10/01/2001
NUNEZ, JAVIER	1024556	12/02/2001	12/05/2001
RENTERIA, JULIO	1017215	08/17/2001	08/28/2001
RENTERIA, JULIO	1017215	09/05/2001	09/11/2001
HOLMES, EDWARD	1011717	04/02/2002	04/06/2002
RUDIN, LOI	1235466	05/15/2002	05/22/2002
MORRELL, LEONEL	1235168	01/05/2002	01/20/2002
LEMUS, ANGELO	1234341	05/22/2002	05/29/2002
HERNANDEZ, JOSE	1234163	05/04/2002	05/22/2002



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2003 SCAAP Application

FURMAN, MIKHAEL	1232548	09/11/2001	09/18/2001
FERGUSON, EDWIN	1232373	07/15/2001	07/19/2001
FERGUSON, EDWIN	1232373	04/16/2002	04/25/2002
ZAZUETAHECTOR, IGNACIO	1230366	07/05/2001	07/11/2001
MARION, HILARIO	1229929	12/13/2001	12/20/2001
PRUNEDA, RUBEN	1229130	08/05/2001	08/13/2001
GONZALES, JOAQUIN	1373315	05/14/2002	05/21/2002
GONZALES, JOAQUIN	1373315	09/13/2001	09/17/2001
GONZALES, JOAQUIN	1373315	07/25/2001	07/30/2001
PLUTE, JON	1369105	04/06/2002	04/09/2002
ARRIAGA, ALFRED	1366229	01/18/2002	01/23/2002
NOLASCOCRUZ, JUAN	1364937	04/28/2002	05/22/2002
VALDEZ, JORGE	1364556	07/01/2001	07/23/2001
LOPEZMATA, JUAN	1364551	07/01/2001	07/10/2001
GARCIA, DANIEL	1364275	04/03/2002	04/09/2002
MAGANA, ABEL	1364176	07/12/2001	08/03/2001
BOTAR, ARPAD	1364025	07/09/2001	07/12/2001
VALDEZ, LYNNE	1364010	10/26/2001	11/07/2001
VALDEZ, LYNNE	1364010	03/10/2002	06/12/2002
GONZALEZ, FERNANDO	1363832	11/21/2001	02/06/2002
GONZALEZ, FERNANDO	1363832	09/02/2001	10/31/2001
GONZALEZ, FERNANDO	1363832	07/01/2001	07/19/2001
OSORIO, MARCO	1362908	04/08/2002	05/02/2002
POCASANGRE, ESUIN	1362842	11/03/2001	11/07/2001
SANCHEZ, PEDRO	1362588	07/01/2001	07/10/2001
TORRES, JAIME	1361365	02/13/2002	03/26/2002
MARTINEZ, FREDYS	1361243	04/11/2002	04/15/2002
OVIEDO, JOSE	1360411	07/01/2001	08/28/2001
CHAVEZ, MARTIN	1359925	02/15/2002	02/20/2002
JARERO, JORGE	1338507	06/07/2002	06/11/2002
PLASCENCIA, JORGE	1335575	06/06/2002	06/10/2002



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2003 SCAAP Application

CHARLES, CAMELOT	1330480	05/28/2002	06/12/2002
JARERO VICTOR, JOSE	1328133	03/14/2002	03/29/2002
JENEL, FRANCISCO	1326273	09/21/2001	09/24/2001
SOLANO, DANNY	1322649	07/17/2001	07/20/2001
ALVAREZ JR, ORLANDO	1315101	07/01/2001	07/06/2001
BOOKER, ALFREDO	1309755	09/14/2001	11/10/2001
BOOKER, ALFREDO	1309755	02/13/2002	03/03/2002
MARTINEZ, ALFREDO	1309477	01/16/2002	01/30/2002
CONTRERAS-VARGAS, TEODO	1309334	07/26/2001	08/05/2001
LOMELI, EDUARDO	1307895	05/04/2002	05/08/2002
GONZALEZ, ANTONIO	1307654	08/14/2001	08/20/2001
ZAMBOANO, JOSE	1307550	11/20/2001	12/04/2001
MENDEZ, JUAN	1307456	11/29/2001	12/04/2001
RUBIO, DAVID	1306501	01/06/2002	01/10/2002
GARCIA, JORGE	1306454	04/24/2002	04/29/2002
ZARATE, REINOL	1305248	09/06/2001	09/17/2001
SALAIMAN, SAMIR	1304992	08/17/2001	08/21/2001
SALAIMAN, SAMIR	1304992	06/07/2002	06/11/2002
MORENO, JOSE	1303674	08/17/2001	08/21/2001
SANDOVAL, JOSE	1303229	08/29/2001	09/14/2001
CARRILLO, ACEVEDO	1302179	04/25/2002	04/29/2002
GARCIA, MERON	1302107	05/10/2002	05/15/2002
MARTINEZ, FRANCISCO	1301814	04/16/2002	04/22/2002
HERNANDEZ, PEREZ	1301216	02/24/2002	02/27/2002
DAVIS, SCOTT	1300317	02/21/2002	02/25/2002
PADILLA, ALBERTO	1300123	11/16/2001	11/19/2001
OSTORYA, OSTORGA	1286970	09/08/2001	09/12/2001
THEIP, FRANCO	1279702	08/24/2001	08/28/2001
MESZAROS, JANOS	1268927	09/17/2001	09/20/2001
DIAZ, LEOBARDO	1260316	11/10/2001	11/24/2001
IBARRA, JOSE	1256963	07/27/2001	08/08/2001



U.S. Department of Justice

Bureau of Justice Assistance

2003 SCAAP Application

ARAMILLO, PEDRO	1255631	05/04/2002	05/19/2002
RAYMOND, GABRIEL	1254180	05/06/2002	05/09/2002
SCHUSSOLD, JORGE	1394650	08/19/2001	08/28/2001
LY, HAI	1391884	09/28/2001	10/01/2001
BRAVO, MIGUEL	1391350	05/20/2002	06/04/2002
FONSECA, JORGE	1377981	09/12/2001	10/17/2001
SANTILLAN-RAMOS, MERCE	1373783	03/14/2002	03/18/2002
RUIZ, LEONARDO	1237566	09/04/2001	09/07/2001
SIROIS, MADELEINE	1235731	05/30/2002	06/03/2002
IRAHETA, JUAN	1512448	01/31/2002	02/05/2002
ORTIZ-ECHEVERRIA, JOSE	1511707	05/06/2002	05/21/2002
CAMPLESE, THERESA	1511545	09/09/2001	11/27/2001
CAMPLESE, THERESA	1511545	07/01/2001	08/07/2001
CAMPLESE, THERESA	1511545	04/21/2002	06/30/2002
OCAMPO, PABEL	1510164	12/30/2001	01/03/2002
GUTIERREZ, JOSE	1506545	08/16/2001	08/20/2001
CHARTERS, ARLENE	1504048	10/12/2001	10/15/2001
SERRANO, ELOY	1503433	01/24/2002	01/28/2002
GENERONA, BARBARO	1501729	08/03/2001	08/08/2001
AGRELO, MANUEL	1499470	12/06/2001	12/10/2001
MANGANDI, SALVADOR	1493991	12/11/2001	02/14/2002
CRUZ, MARCIANO	1492565	07/04/2001	07/10/2001
CRUZ, MARCIANO	1492565	05/21/2002	05/28/2002
NGUYEN, MICHAEL	1491793	12/17/2001	12/26/2001
TESFAL, BERNANU	1489138	05/04/2002	05/09/2002
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RONIA, JIMMY	1426984	04/05/2002	04/08/2002
OGARA, CHRISTOPHER	1426388	03/24/2002	04/11/2002
OGARA, CHRISTOPHER	1426388	12/09/2001	12/19/2001
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MUNOZ, ARTEMIO	1423066	07/13/2001	08/21/2001
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KUMSANG, SURAWAT	1421064	01/28/2002	02/13/2002
LANTERES, MARTHA	1420955	09/18/2001	10/01/2001
LANTERES, MARTHA	1420955	02/08/2002	03/26/2002
PARALES, ALEJANDRO	1420905	04/27/2002	05/02/2002
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SALGADO, ESPIRDON	1420731	03/26/2002	04/19/2002
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PALMA, CARLA	1645672	02/07/2002	02/13/2002
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DELAROSA, ALYSON	1628102	05/18/2002	05/21/2002
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QUIROZ, DIDIER	1598592	07/02/2001	07/05/2001
INYANG, NSIKAK	1598555	04/23/2002	04/28/2002
FRERG, ANGEL	1598042	12/13/2001	12/18/2001
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ROJAS, ANAHUAC	1597337	05/19/2002	05/22/2002
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ALAS, EFRAIEN	1596254	01/11/2002	01/15/2002
RAMIREZ, RAUL	1596016	09/26/2001	10/03/2001
CUESTA, CARLOS	1594470	08/27/2001	09/04/2001
CAMPOS, JUAN	1591226	09/30/2001	10/05/2001
CHAVEZ, CARLOS	1590787	03/12/2002	03/18/2002
CHAVEZ, CARLOS	1590787	06/19/2002	06/30/2002
CHAVEZ, CARLOS	1590787	08/18/2001	09/06/2001
ORTIZ, ROBERTO	1590615	06/12/2002	06/18/2002
DIAZ, WILLIAM	1590564	09/17/2001	09/20/2001
RAMOS, GUADALUPE	1590506	07/23/2001	07/27/2001
RIOS, GALLARDO	1590146	02/14/2002	02/19/2002
NARANJO, CORNELIO	1589922	04/04/2002	04/09/2002
AGUDO, BENJAMIN	1589754	04/21/2002	06/30/2002
JENKINS, LENNIE	1589618	03/30/2002	04/24/2002
PARRA, CARLOS	1589415	05/05/2002	05/09/2002
BUENROSTRO, RODRIGO	1676564	01/10/2002	01/14/2002
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GOMEZ, RAMON	1738411	01/08/2002	01/16/2002
RIVERA, ISIDRO	1738147	07/13/2001	07/17/2001
LOPEZ, MANUEL	1738009	11/29/2001	12/05/2001
HASSAN, KHALIL	1737641	12/06/2001	12/23/2001
HASSAN, KHALIL	1737641	08/20/2001	08/24/2001
VILLA, FRANCISCO	1737639	05/08/2002	06/07/2002
AGUILERA, IGNACIO	1737572	09/14/2001	09/19/2001
JIMENEZ, HORACIO	1737560	04/26/2002	04/29/2002
EDWARD, LEON	1737081	05/17/2002	05/28/2002
MONTGOMERY, JASON	1733931	04/16/2002	04/23/2002
CHAVEZ, CHRISTIAN	1733480	04/19/2002	04/23/2002
ZAMORA, WANDERLEY	1733299	12/31/2001	01/03/2002
CEPERO, BILLY	1732983	06/13/2002	06/18/2002
MARQUEZ, OMAR	1728873	02/21/2002	02/25/2002
DELACRUZ, JOSE	1726974	04/21/2002	04/30/2002
SIMS, KRISTINE	1723313	03/29/2002	04/03/2002
KONSO, HAKHUONG	1722494	11/08/2001	11/15/2001
COCKERLINE, JAMIE	1720555	07/28/2001	09/21/2001
ORTIZ, JULIO	1714486	01/20/2002	01/23/2002
QUINONES, JOSE	1714178	04/04/2002	04/08/2002
QUINONES, JOSE	1714178	10/03/2001	10/09/2001
BERREY, RALF	1714111	07/30/2001	08/27/2001
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DELGADO, PABLO	1711249	07/01/2001	07/05/2001
FLORES, AGUSTIN	1709870	08/02/2001	08/07/2001
AGUILAR, SHAWN	1697515	04/23/2002	04/26/2002
AGUILAR, SHAWN	1697515	06/05/2002	06/10/2002
UGALDE, YANCY	1695931	01/16/2002	01/23/2002
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ALONZO, PABLO	1685331	04/30/2002	05/17/2002
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TORRES, RAFAEL	1683286	05/10/2002	05/28/2002
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SOLIS, ORLANDO	1681420	10/23/2001	10/26/2001
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AREVALO, EVER	1680514	10/10/2001	10/16/2001
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CESAR-CRUZ, VENEGAS	1833421	08/21/2001	08/28/2001
GUZMAN, MIGUEL	1833419	02/11/2002	02/14/2002
SALDANA, ALEJANDRO	1833328	04/08/2002	04/11/2002
MUNOZ, LUIS	1835407	03/16/2002	04/04/2002
LARA-CORONA, FERNANDO	1835393	03/14/2002	03/20/2002
PLACENCIA, RAMON	1835390	03/13/2002	03/19/2002
FLORES, OSCAR	1835388	03/13/2002	03/18/2002
GARCIA-DEJESUS, ANGEL	1835386	03/13/2002	03/19/2002
FRIAS, FRANCISCO	1835367	03/12/2002	03/18/2002
GUTIERREZ, SANDRA	1835328	03/08/2002	03/11/2002
ROBLES, JOSE	1835323	03/08/2002	03/12/2002
VITELA, JOSE	1835320	03/07/2002	03/11/2002
CUAHUEL, JACOB	1835294	03/03/2002	03/06/2002
RODRIGUEZ, VICTOR	1835171	02/19/2002	02/23/2002
FLORES, JOSUE	1835168	02/18/2002	02/21/2002
CARRENO, SAMUEL	1835162	02/18/2002	02/21/2002
MONTIEL, MANUEL	1835111	02/11/2002	02/14/2002
CERTEJO, LORENZO	1835095	02/10/2002	02/13/2002
SOSA, JOSE	1835091	02/09/2002	02/13/2002
REOLA-SIERRA, JOSE	1835088	02/09/2002	02/14/2002
RAMIREZ, ERIKA	1835075	02/08/2002	02/13/2002
CORREAS, JOSE	1835068	02/07/2002	02/11/2002
VASSILEV, PETAR	1835047	02/06/2002	02/12/2002
FLORESAR, JOSEPH	1835034	02/04/2002	02/08/2002
VASQUEZ-ROSAS, JORGE	1834922	01/20/2002	01/23/2002
LOPEZ, MANUEL	1834897	01/17/2002	01/23/2002
PEREZ, CARLOS	1834881	01/16/2002	01/23/2002



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ORTEGA, WILLIE	1834877	01/15/2002	01/22/2002
RODRIGUEZ, RAUL	1834820	01/09/2002	01/14/2002
PALMA, TEOFILO	1834813	05/11/2002	05/29/2002
RAMIREZ-LOPEZ, IGNACIO	1834771	01/02/2002	01/07/2002
GONZALEZ-GONZALEZ, FERNA	1834698	12/29/2001	01/03/2002
HERNANDEZ-PEREZ, MARIAN	1834692	12/28/2001	01/09/2002
PEREZ, SALVADOR	1834680	12/27/2001	01/03/2002
PELANCHO, HECTOR	1834661	12/23/2001	12/26/2001
LOPEZ, EVELIA	1834656	12/22/2001	12/26/2001
MARTINEZ, MOISES	1834641	12/20/2001	12/26/2001
MARTINEZ, JOSE	1834604	12/15/2001	12/19/2001
CORTEZ, BRANDON	1834596	12/14/2001	12/18/2001
RODRIGUEZ, RAUL	1834524	12/07/2001	12/11/2001
HERNANDEZ, JUVENTINO	1834482	12/02/2001	12/06/2001
CONTRERAS, ARMANDO	1834467	12/01/2001	12/06/2001
CORTEZ, DONNA	1834220	11/04/2001	11/08/2001
VILLALVA, JUAN	1834212	11/03/2001	11/08/2001
SANCHEZ, JOSE	1834048	10/19/2001	10/24/2001
TORRES, JAVIER	1834035	10/17/2001	10/22/2001
MONDRAGON, MARIO	1833991	10/14/2001	10/17/2001
ENCISCO, ERNESTO	1833973	10/12/2001	10/16/2001
GAMEZ, RAFAEL	1833892	05/11/2002	06/04/2002
URBINA, ALEJANDRO	1833860	10/03/2001	10/08/2001
GARCIA, PATRICIA	1833847	11/07/2001	01/29/2002
HERNANDEZ-TORRES, SIMON	1833811	09/28/2001	10/02/2001
FRANASCO, MARTIN	1833799	09/27/2001	10/01/2001
ESPINOSA, JOAQUIN	1833743	09/21/2001	09/26/2001
FIGELSKI, ARWYN	1833688	09/16/2001	09/19/2001
SOTO, ARNULFO	1833532	05/16/2002	06/03/2002
GUTIERREZ, RAFAEL	1833520	08/30/2001	09/06/2001
ALONSO, MIGUEL	1833447	08/24/2001	09/10/2001



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FLORES, BENJAMIN	1833429	08/22/2001	08/28/2001
GUZMAN, RICARDO	1835601	04/05/2002	04/10/2002
MOLINA, FRANCISCO	1833426	08/22/2001	08/27/2001
MURILLO, JUAN	1835561	04/02/2002	04/08/2002
GONZALEZ-QUINTERO, MIGUE	1835555	04/01/2002	04/04/2002
SALAZAR, ELISEO	1835554	03/31/2002	04/03/2002
PEREZ-MOLINA, ESTANISLA	1835495	03/25/2002	03/28/2002
HERNANDEZ, RICARDO	1835484	03/23/2002	03/28/2002
DELAROSA, FRANCISCO	1835471	03/22/2002	03/26/2002
ESTRADA, JORGE	1835413	03/16/2002	03/21/2002
CASTRO, JUAN	1855040	05/20/2002	05/24/2002
LY, DUTHAIMINH	1854488	02/25/2002	03/01/2002
FRUMUSANU, GEORGE	1854270	05/03/2002	05/09/2002
MARTINEZ, FRANCISCO	1853860	03/19/2002	03/26/2002
GONZALEZ-VEGA, RAUL	1836421	06/27/2002	06/30/2002
VASQUEZ-MARITNEZ, OSCAR	1836308	06/17/2002	06/20/2002
GONZALES, MARIO	1836307	06/17/2002	06/20/2002
CHAMERRY, JORGE	1836225	06/08/2002	06/12/2002
RODRIGUEZ, JESUS	1836209	06/07/2002	06/11/2002
LEYVA-CORRAL, RAFAEL	1836126	05/30/2002	06/03/2002
ARRENO-MUNOS, CARLOS	1836083	05/27/2002	05/30/2002
ORTIZ, ALEJANDRO	1836041	05/22/2002	05/27/2002
LEMUS, LUIS	1836021	05/19/2002	05/22/2002
RAMIREZ, JOSE	1836013	05/19/2002	05/23/2002
ORTIZCORTEZ, CESAR	1835946	05/17/2002	05/21/2002
RAMIREZ-GARCIA, ULISES	1835805	04/27/2002	04/30/2002
SANCHEZ, MARCO	1835766	04/21/2002	04/26/2002
PEREZRUIZ, IGNACIO	1835749	05/29/2002	06/03/2002
CIRVELLO, MIKE	1835711	05/01/2002	05/06/2002
CIRVELLO, MIKE	1835711	04/15/2002	04/18/2002
SILVA, MARTIN	1835689	04/14/2002	04/17/2002



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2003 SCAAP Application

AGUILAR, URIEL

1835636

04/09/2002

04/12/2002

Inmate List ASCII File 2003_SCAAP_Inmate_Information_FixedWidth.txt

Inmate Data Dictionary

Country Code List

Correctional Facility(ies) Information

Correctional Officer Information

Please report the maximum number of permanent full-time correctional officers your facility(ies) has employed during the reporting period: 163

Please report the maximum number of permanent part-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted full-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted part-time correctional officers your facility(ies) has employed during the reporting period: 0

Total number of correctional officers your facility(ies) has employed during the reporting period: (calculated from above) 163

Please sum the earnings of all the above correctional officers here. \$7,936,114
This is the total salary cost for the period:

Facility(ies) Information

Total bed count for correctional facility(ies): 1,200

Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period: 223,892

2) Award Letter

Karl Kuopus

Subject: FW: SCAAP Update

-----Original Message-----

From: SCAAP [mailto:SCAAP@OJP.USDOJ.GOV]

Sent: Thursday, October 02, 2003 10:15 AM

To: SCAAP

Subject: FY2003 SCAAP Awards Now Available for Acceptance and Drawdown

Dear SCAAP Applicant,

BJA is pleased to announce that your 2003 SCAAP award is ready for your acceptance and drawdown.

In order to do so, you will need to log into the GMS system at <https://grants.ojp.usdoj.gov> and enter your existing userid and password. Once you're logged in, find the SCAAP Application and click on the "Acceptance" link. Then proceed to the Award Tab at the top of the screen and click on that tab. It will take you through the steps of accepting your award.

You will need to confirm your jurisdiction's address and CEO information, which will be pre-populated based upon information you entered on your original application. You will also need to read and accept the assurances and certifications. Once you have completed this and accepted your award, Treasury will be notified to initiate the payment process to your bank account of record.

If you have any questions or cannot locate your userid and password for GMS, please call the GMS Helpdesk at 1-888-549-9901 or email them at GMSHelp@ojp.usdoj.gov.

Your FY 2003 award level was influenced by a number of factors: Increases or decreases in your reported salary costs and per diem, your reported number of illegal aliens and their qualifying number of incarceration days, the annual appropriation level, and the number of jurisdictions submitting applications this year. Changes in these variables from prior years have directly influenced your award level this year. Please consider all of these factors when analyzing the results. At BJA's web site (<http://www.ojp.usdoj.gov/BJA/grant/scaap.html>), there are spreadsheets in Excel and Lotus that may be downloaded. They contain summary details from the data vetting process performed by Immigration and Customs Enforcement.

If you have any programmatic questions after viewing these materials, you can send them to the SCAAP email account, SCAAP@ojp.usdoj.gov.

Thank you and congratulations on your award.

The SCAAP Program Team
Bureau of Justice Assistance

<i>JURISDICTION</i>	<i>ST</i>	<i>2003 AWARD</i>	<i>AWARD #</i>	<i>JURISDICTION CONTACT NAME</i>	<i>JURISDICTION CONTACT PHONE</i>
State of Alaska	AK	\$1,040	2003-AP-BX-0322	Varick,Lori	(907) 465-4652
County of Blount	AL	\$3,226	2003-AP-BX-0299	McGill,Lisa	(205) 625-4133 x3418
County of Coffee	AL	\$358	2003-AP-BX-0766	Light,Kim	(334) 894-5556
County of DeKalb	AL	\$1,309	2003-AP-BX-0598	Sharp,Matt	(256) 845-8500
County of Montgomery	AL	\$5,235	2003-AP-BX-0063	Mims,Donnie	(334) 832-1210
County of St.clair	AL	\$897	2003-AP-BX-0668	Bowie,Naomi	(205) 814-0766
Marshall County	AL	\$2,013	2003-AP-BX-0683	Brown,Chris	(256) 582-2034 x40
State of Alabama	AL	\$96,445	2003-AP-BX-0652	Jacobs,John	(334) 240-9583
		\$109,483			
Carroll County	AR	\$8,020	2003-AP-BX-0185	SLATON,DAVID	(870) 423-2901
County of Benton	AR	\$12,241	2003-AP-BX-0083	Petray,Hunter	(479) 271-5777 x3461
County of Polk	AR	\$2,767	2003-AP-BX-0136	Oglesby,Mike	(501) 394-2511
County of Pope	AR	\$4,162	2003-AP-BX-0183	Winters,Jay	(501) 968-2558
County of Sebastian	AR	\$13,077	2003-AP-BX-0128	Conger,Mike	(501) 783-4988
County of Washington	AR	\$24,698	2003-AP-BX-0071	Blankenship,Wayne	(479) 444-1895 x1895
Crittenden County	AR	\$16,495	2003-AP-BX-0568	Bretherick,Bob	(870) 702-2050
State of Arkansas	AR	\$84,169	2003-AP-BX-0411	Norris,Larry	(870) 267-6200
		\$165,629			
City of Mesa	AZ	\$422	2003-AP-BX-0260	Andrews,Lisa	(480) 644-2072
Coconino County	AZ	\$1,751	2003-AP-BX-0316	Lawson,Terry	(928) 226-5014
County of Cochise	AZ	\$77,163	2003-AP-BX-0008	Hager,Ronald	(520) 432-7540
County of Navajo	AZ	\$6,730	2003-AP-BX-0466	Payne,Keith	(928) 524-4050
County of Pima	AZ	\$448,363	2003-AP-BX-0065	Riley,Julia	(520) 741-4734
County of Yavapai	AZ	\$62,198	2003-AP-BX-0140	Mascher,Scott	(928) 771-3172
Gila County	AZ	\$5,042	2003-AP-BX-0616	Dalmolin,Claudia J	(928) 425-3231 x8572
Graham County	AZ	\$2,738	2003-AP-BX-0592	Shiflet,Linda	(928) 428-3141 x3878
Maricopa County	AZ	\$1,204,587	2003-AP-BX-0101	Ashmore,Suzanne	(602) 256-1633
Mohave County	AZ	\$30,248	2003-AP-BX-0408	Ragan,Billie	(520) 753-0759 x4307
Pinal County	AZ	\$59,582	2003-AP-BX-0126	Feliz,Ernest	(520) 866-6409
Santa Cruz County	AZ	\$22,759	2003-AP-BX-0254	Fuentes,Ruben F.	(520) 761-7869 x24
State of Arizona	AZ	\$7,229,922	2003-AP-BX-0684	Olding,Robert	(602) 542-3557
Yuma County	AZ	\$174,069	2003-AP-BX-0681	Phillips,Mary Ann	(928) 539-7864

\$9,325,574

Alameda County	CA	\$178,960	2003-AP-BX-0406
City and County of San Francisco	CA	\$1,268,857	2003-AP-BX-0298
City of Anaheim	CA	\$21,394	2003-AP-BX-0172
City of Santa Ana	CA	\$66,800	2003-AP-BX-0233
Colusa County	CA	\$6,428	2003-AP-BX-0160
Contra Costa County	CA	\$442,143	2003-AP-BX-0214
County of Amador	CA	\$4,310	2003-AP-BX-0209
County of Butte	CA	\$30,066	2003-AP-BX-0692
County of Calaveras	CA	\$1,862	2003-AP-BX-0417
County of Fresno	CA	\$737,301	2003-AP-BX-0305
County of Humboldt	CA	\$40,915	2003-AP-BX-0039
County of Kern	CA	\$489,229	2003-AP-BX-0438
County of Kings	CA	\$110,378	2003-AP-BX-0517
County of Lake	CA	\$12,905	2003-AP-BX-0415
County of Lassen	CA	\$2,226	2003-AP-BX-0199
County of Los Angeles	CA	\$11,451,278	2003-AP-BX-0041
County of Madera	CA	\$10,592	2003-AP-BX-0672
County of Mendocino	CA	\$32,319	2003-AP-BX-0165
County of Modoc	CA	\$149	2003-AP-BX-0259
County of Mono	CA	\$16,134	2003-AP-BX-0156
County of Monterey	CA	\$638,003	2003-AP-BX-0168
County of Nevada	CA	\$19,318	2003-AP-BX-0231
County of Orange	CA	\$4,254,330	2003-AP-BX-0027
County of Placer	CA	\$70,452	2003-AP-BX-0644
County of Plumas	CA	\$2,824	2003-AP-BX-0372
County of Riverside	CA	\$887,826	2003-AP-BX-0432
County of Sacramento	CA	\$978,053	2003-AP-BX-0228
County of San Bernardino	CA	\$547,526	2003-AP-BX-0064
County of San Diego	CA	\$716,730	2003-AP-BX-0424
County of San Luis Obispo	CA	\$105,031	2003-AP-BX-0690
County of Santa Clara	CA	\$1,153,450	2003-AP-BX-0133
County of Shasta	CA	\$53,485	2003-AP-BX-0389
County of Sonoma	CA	\$619,111	2003-AP-BX-0678
County of Stanislaus	CA	\$199,912	2003-AP-BX-0130
County of Sutter	CA	\$10,830	2003-AP-BX-0232
County of Tehama	CA	\$32,367	2003-AP-BX-0166
County of Tuolumne	CA	\$4,996	2003-AP-BX-0243
County of Ventura	CA	\$751,972	2003-AP-BX-0694

Galzignato, Tina	(510) 208-9817
Warren, Kevin	(415) 553-9495
Foss, Mary	(714) 765-1899
Bertagna, Anthony	(714) 245-8029
Austin, Doug	(530) 458-0203
Rupf, Warren	(925) 335-1526
Rockett, Ronald	(209) 223-6529
Borba, Teresa	(530) 538-6864
Mathews, Steven	(209) 754-6500 x6575
Papagni, Doug	(559) 488-3005
Lovie, Karen	(707) 441-5105
Plane, Fred	(661) 868-3175
Nikoghosian, Harold	(559) 582-3211 x2377
Cochrane, Pam	(707) 263-2311
Mineau, John	(530) 251-5245
Harinck, Gerrit	(323) 526-5359
Smith, William	(559) 675-7951
Thurston, Norman	(707) 463-4409
Silva, Barry	(530) 233-4416
Beard, Jeffrey	(760) 932-7549
Chapman, Arlene W.	(831) 755-4893
Hughes, Michael	(530) 265-7292
Bello, Tricia	(714) 834-4706
Bloomfield, Rex	(530) 889-4010
Jones, Sue	(530) 283-6361
Ali, Essam	(909) 955-4424
Guthrie, Jan	(916) 874-6937
Bondoc, Carolyn	(909) 387-3743
Bishop, Chris	(858) 974-2278
Colombo, Karen	(805) 781-4555
Perez, Lisa	(408) 299-2582 x1368
Rutland, Blake	(530) 245-6111
Brubaker, Judy	(707) 565-1427
Ogan, Nona	(209) 525-5625
Skinner, Dearl	(530) 822-7300
Mieske, Robert	(530) 527-3474 x3049
Wagner, Chuck	(209) 533-5920
Benson, Sue	(805) 654-3337

County of Yolo	CA	\$70,391	2003-AP-BX-0407
County of Yuba	CA	\$6,929	2003-AP-BX-0132
Del Norte County	CA	\$4,911	2003-AP-BX-0513
El Dorado County	CA	\$66,357	2003-AP-BX-0143
Imperial County	CA	\$34,959	2003-AP-BX-0242
Inyo County	CA	\$1,041	2003-AP-BX-0799
Marin County	CA	\$277,015	2003-AP-BX-0192
Merced County	CA	\$103,398	2003-AP-BX-0688
Napa County	CA	\$172,701	2003-AP-BX-0023
San Joaquin County	CA	\$180,995	2003-AP-BX-0057
San Mateo County	CA	\$934,557	2003-AP-BX-0036
Santa Barbara County	CA	\$358,424	2003-AP-BX-0052
Santa Cruz County	CA	\$255,449	2003-AP-BX-0437
Siskiyou County	CA	\$11,230	2003-AP-BX-0682
Solano County	CA	\$178,509	2003-AP-BX-0306
State of California	CA	\$66,182,010	2003-AP-BX-0011
Tulare County	CA	\$495,203	2003-AP-BX-0570
		\$95,304,541	

Bent County	CO	\$2,134	2003-AP-BX-0754
City and County of Denver	CO	\$808,922	2003-AP-BX-0141
County of Adams	CO	\$128,971	2003-AP-BX-0104
County of Arapahoe	CO	\$109,998	2003-AP-BX-0110
County of Baca	CO	\$297	2003-AP-BX-0732
County of Boulder	CO	\$205,489	2003-AP-BX-0757
County of Delta	CO	\$4,934	2003-AP-BX-0120
County of Douglas	CO	\$41,451	2003-AP-BX-0634
County of Eagle	CO	\$63,546	2003-AP-BX-0017
County of Jefferson	CO	\$135,929	2003-AP-BX-0284
County of Larimer	CO	\$68,804	2003-AP-BX-0323
County of Lincoln	CO	\$2,839	2003-AP-BX-0640
County of Morgan	CO	\$6,055	2003-AP-BX-0121
County of Pueblo	CO	\$39,091	2003-AP-BX-0448
County of Sedgwick	CO	\$5,448	2003-AP-BX-0309
County of Weld	CO	\$268,148	2003-AP-BX-0129
El Paso County	CO	\$179,284	2003-AP-BX-0067
Garfield County	CO	\$92,468	2003-AP-BX-0435
Mesa County	CO	\$29,062	2003-AP-BX-0311
Pitkin County	CO	\$35,130	2003-AP-BX-0546
San Miguel County	CO	\$28,614	2003-AP-BX-0515

Ruiz-Dark, Rosario	(530) 668-5264
Manning, Michelle	(530) 749-7732
Luis, Tony	(707) 464-4191 x238
Egbert, Nancy	(530) 621-5479
Prince, Johnathan	(760) 339-0190
Navarro, Jean	(760) 878-0370
Swafford, Toni	(415) 499-7316
Phelps, Jo-Ann	(209) 385-7343
Johnson, Dan	(707) 259-4611
Serpa, Christopher	(209) 468-4574
Mojas, Michelle	(650) 363-1974
Meyer, Jeff	(805) 681-4158
Oakes, Ken	(831) 763-4410
Hutchens, Julie	(530) 842-8170
Stanton, Gary	(707) 421-7030
Crane, William	(916) 445-4737
Gilson, Vicki	(559) 733-6353

McDonald, Margaret	(719) 456-0463 x14
Valentine, Mark	(720) 865-4108
Gregory, Melanie	(303) 655-3415
Micka, Linda	(720) 874-3407
Caldwell, Donna	(719) 523-4511
Hank, Larry	(303) 441-4620
Taylor, Mark	(970) 874-2000
Rose, John	(303) 660-7500 x7055
Kaufman, William	(970) 328-8564 x8579
Ketner, Dave	(303) 271-5418
Bebell, Steven	(970) 498-5102
Yowell, LeRoy	(719) 743-2426
Jackson, Tim	(970) 542-3455 x3457
Bue, Phil	(719) 583-6420
Ingwersen, Rick	(970) 474-3355
Fliethman, Kim	(970) 356-4015 x4629
Terrell-Orr, Amanda	(719) 520-7274
Middleton, April	(970) 945-0453 x1066
Farlow, Steve	(970) 244-3903
Bird, Donald	(970) 920-5349
Cromell, Kelly	(970) 728-4222 x24

State of Colorado	CO	\$2,137,747 \$4,394,361	2003-AP-BX-0046	Rosten,Kristi	(719) 579-9580 x4372
State of Connecticut	CT	\$802,045	2003-AP-BX-0058	Ide,Joel	(860) 692-7757
District of Columbia	DC	\$88,517	2003-AP-BX-0585	Washington,Odie	(202) 671-2128
State of Delaware	DE	\$140,799	2003-AP-BX-0211	Dulin,Lea	(302) 739-5601 x232
Broward County	FL	\$292,063	2003-AP-BX-0528	Bernsen,Mary	(954) 831-8932
Collier County	FL	\$123,022	2003-AP-BX-0010	Houran,Joyce	(239) 793-9346
County of Alachua	FL	\$17,074	2003-AP-BX-0504	Gary,Marcia	(352) 491-4479
County of Brevard	FL	\$48,671	2003-AP-BX-0315	Dils,Ray	(321) 264-5291
County of Clay	FL	\$8,597	2003-AP-BX-0195	Smith,Johnny	(904) 529-5912
County of Hardee	FL	\$11,144	2003-AP-BX-0387	Morran,Suzanne	(863) 767-9042
County of Hillsborough	FL	\$192,636	2003-AP-BX-0421	Hall,Marilyn	(813) 247-8401
County of Indian River	FL	\$38,118	2003-AP-BX-0667	McMullen,William	(772) 978-6300
County of Lafayette	FL	\$9,529	2003-AP-BX-0749	WILSON,JIM	(386) 294-1301
County of Lee	FL	\$98,015	2003-AP-BX-0099	Rocco,Julie	(941) 477-1013
County of Levy	FL	\$4,602	2003-AP-BX-0080	Johnson,Mike	(352) 486-5121 x231
County of Marion	FL	\$21	2003-AP-BX-0708	Lemstrom,Marsha	(352) 368-3527
County of Martin	FL	\$96,901	2003-AP-BX-0433	Marques,Shawn	(772) 220-7232
County of Okeechobee	FL	\$85,875	2003-AP-BX-0047	Muros,Marshall	(863) 763-3117
County of Polk	FL	\$47,279	2003-AP-BX-0107	Weeks,Anne	(863) 534-6350
County of Putnam	FL	\$5,290	2003-AP-BX-0786	Carter,Paula	(386) 329-0853
County of Sarasota	FL	\$54,322	2003-AP-BX-0575	Eggleston,Gerald	(941) 861-4102
County of Sumter	FL	\$4,576	2003-AP-BX-0310	Virga,Mary	(352) 793-0222 x2373
County of Taylor	FL	\$48	2003-AP-BX-0342	Dalton,Kenneth	(850) 584-4333 x40
Dade County	FL	\$108,683	2003-AP-BX-0679	Harris,Maxine	(305) 229-7581
DeSoto County	FL	\$27,368	2003-AP-BX-0618	Landers,Micheal	(863) 993-4700 x258
Gilchrist County	FL	\$1,721	2003-AP-BX-0510	Hyde,Jerry	(352) 463-3410 x5501
Hendry County	FL	\$34,600	2003-AP-BX-0030	West,Cindy	(863) 674-4060 x220
Highlands County	FL	\$41,177	2003-AP-BX-0091	Benton,Susan	(863) 402-7243
Madison County	FL	\$283	2003-AP-BX-0297	Ballenger,Charles	(850) 973-4001
Orange County	FL	\$223,292	2003-AP-BX-0061	Taylor,Larry	(407) 836-3511
Palm Beach County	FL	\$144,971	2003-AP-BX-0439	Sisson,Dale	(561) 688-3248
Pasco County	FL	\$36,049	2003-AP-BX-0062	Cunningham,Connie	(727) 847-5878 x7334

Pinellas County	FL	\$162,782	2003-AP-BX-0054	Corr,Kathleen	(727) 582-6447
Santa Rosa County	FL	\$5,222	2003-AP-BX-0789	Walker,Hunter	(850) 983-1277
Seminole County	FL	\$64,113	2003-AP-BX-0539	Sellery,George	(407) 665-6532
St. Lucie County	FL	\$5,106	2003-AP-BX-0719	Gorniewicz,Maria	(772) 462-1733
State of Florida	FL	\$9,195,480	2003-AP-BX-0655	Holley,Glen	(850) 410-4498
		\$11,188,630			
Carroll County	GA	\$21,914	2003-AP-BX-0718	Robinson,Brad	(770) 830-5888 x2292
City of Augusta	GA	\$5,069	2003-AP-BX-0089	Huffman,Chester	(706) 821-1577
City of Kennesaw	GA	\$957	2003-AP-BX-0707	Callahan,Tim	(770) 422-2505
County of Chatham	GA	\$35,676	2003-AP-BX-0391	Riner,Bruce	(912) 652-7705
County of Cherokee	GA	\$101,575	2003-AP-BX-0095	Rezutko,C.J.	(678) 493-4124
County of Crisp	GA	\$450	2003-AP-BX-0473	Chambers,Pete	(229) 276-2600 x232
County of Dawson	GA	\$216	2003-AP-BX-0791	Hawk,Steve	(706) 344-3545
County of Douglas	GA	\$7,690	2003-AP-BX-0356	Copeland,Stan	(770) 920-7136
County of Floyd	GA	\$15,885	2003-AP-BX-0022	Rickman,Tommy	(706) 291-5220 x110
County of Houston	GA	\$26,400	2003-AP-BX-0801	Cox,Jacob	(478) 542-2116
County of Lee	GA	\$4,273	2003-AP-BX-0334	Brott,Melissa	(229) 759-3328
County of Monroe	GA	\$921	2003-AP-BX-0364	Slaughter,Keith	(478) 994-7051
County of Morgan	GA	\$349	2003-AP-BX-0759	Benson,Angie	(706) 342-1507
County of Muscogee	GA	\$2,649	2003-AP-BX-0375	Mills,Leroy E	(706) 653-4258
County of Newton	GA	\$4,801	2003-AP-BX-0610	SMITH,TIM	(678) 625-1423
County of Pickens	GA	\$1,717	2003-AP-BX-0103	WIGINGTON,W. ALLEN	(706) 253-8907
County of Polk	GA	\$10,778	2003-AP-BX-0745	Sullivan,Mike	(770) 749-2900 x2910
County of Whitfield	GA	\$47,595	2003-AP-BX-0333	Gibson,Sue	(706) 278-1233 x326
Decatur County	GA	\$1,119	2003-AP-BX-0691	Harrell,Charles	(229) 248-3050 x236
Forsyth County	GA	\$18,618	2003-AP-BX-0264	Mclemore,Robert	(770) 781-3070
Gilmer County	GA	\$5,665	2003-AP-BX-0353	Clayton,Rick	(706) 635-4625
Hall County	GA	\$68,998	2003-AP-BX-0582	Andrew,Bill	(770) 297-5503
State of Georgia	GA	\$1,447,164	2003-AP-BX-0001	Freeman,Eden	(404) 559-4949 x118
Troup County	GA	\$1,205	2003-AP-BX-0649	Thomas,Nita	(706) 883-1616 x247
Walton County	GA	\$1,911	2003-AP-BX-0523	Byer,Melanie	(770) 266-1567
		\$1,833,595			
State of Hawaii	HI	\$125,831	2003-AP-BX-0066	Teshima,Mary Ann	(808) 587-1236
Buena Vista County	IA	\$6,339	2003-AP-BX-0609	Eddy,Charles E	(712) 749-2530
County of Black Hawk	IA	\$11,977	2003-AP-BX-0400	MacDonald,Kevin	(319) 291-2587 x122
County of Davis	IA	\$3,760	2003-AP-BX-0337	Proctor,Max	(641) 664-2101

County of Jefferson	IA	\$379	2003-AP-BX-0378	Pech,Mike	(641) 472-2851
County of Louisa	IA	\$4,915	2003-AP-BX-0224	Braby,Curt	(319) 523-4371
County of Mahaska	IA	\$706	2003-AP-BX-0338	Gordy,Greg	(641) 673-3469
County of Polk	IA	\$70,195	2003-AP-BX-0009	Anderson,Dennis W	(515) 286-3800
County of Story	IA	\$14,835	2003-AP-BX-0319	Hopkins,J.B.	(515) 382-7463
Crawford County	IA	\$9,883	2003-AP-BX-0402	Bradley,Rod	(712) 263-3195
Johnson County	IA	\$16,155	2003-AP-BX-0194	Langenberg,Kay	(319) 356-6020 x44
State of Iowa	IA	\$265,795	2003-AP-BX-0207	Boehlje,Terry	(515) 242-5708
Woodbury County	IA	\$55,322	2003-AP-BX-0516	Erickson-Puttmann,Patty	(712) 279-6459 x1812
Wright County	IA	\$6,842	2003-AP-BX-0511	Lester,Jim	(515) 532-3722

\$467,103

Blaine County	ID	\$29,241	2003-AP-BX-0189	Saunders,Heather	(208) 788-5555
Bonneville County	ID	\$17,640	2003-AP-BX-0626	Dennis,Lorinda	(208) 529-1315 x104
Canyon County	ID	\$60,669	2003-AP-BX-0026	Carpenter,Theresa	(208) 454-7549
Cassia County	ID	\$12,766	2003-AP-BX-0498	Dexter,Dennis	(208) 878-1000 x136
County of Ada	ID	\$70,562	2003-AP-BX-0097	Laky,Mike	(208) 377-6705
County of Adams	ID	\$1,036	2003-AP-BX-0283	Riehle,Bill	(208) 253-4228
County of Bannock	ID	\$9,737	2003-AP-BX-0698	Evans,Gwen	(208) 236-7100
County Of Bingham	ID	\$1,458	2003-AP-BX-0230	Sobieski,Robert	(208) 782-3045 x226
County of Elmore	ID	\$5,370	2003-AP-BX-0769	Mccallum,Roy	(208) 587-2100
County of Gooding	ID	\$9,374	2003-AP-BX-0488	Wiltse,Paul	(208) 934-4422
County of Latah	ID	\$3,709	2003-AP-BX-0106	Crouch,Jeff	(208) 882-2216
County of Owyhee	ID	\$7,642	2003-AP-BX-0493	Messick,Dee	(208) 495-1154
County of Power	ID	\$5,435	2003-AP-BX-0139	Sprague,Howard A	(208) 226-2311
County of Teton	ID	\$1,249	2003-AP-BX-0673	Kaufman,Ryan	(208) 354-2323
County of Twin Falls	ID	\$17,131	2003-AP-BX-0072	Hughes,Douglas	(208) 735-4303
Jefferson County	ID	\$2,943	2003-AP-BX-0210	Olsen,Blair R	(208) 745-9210
Madison County	ID	\$9,543	2003-AP-BX-0430	Stanford,Cameron J	(208) 356-5426
State of Idaho	ID	\$336,841	2003-AP-BX-0055	Provant,Sandy	(208) 658-2139
Washington County	ID	\$2,184	2003-AP-BX-0650	Griffith,Clayton	(208) 414-2121

\$604,530

Champaign County	IL	\$10,717	2003-AP-BX-0741	Reifsteck,James	(217) 384-1204
County of Adams	IL	\$193	2003-AP-BX-0094	Anderson,Bill	(217) 277-2208
County of Cook	IL	\$1,091,188	2003-AP-BX-0226	Glaser,Thomas	(312) 603-7590
County of Dewitt	IL	\$1,446	2003-AP-BX-0202	Massey,Roger	(217) 935-3196
County of Grundy	IL	\$1,168	2003-AP-BX-0465	Mccomas,Duane	(815) 941-3243
County of Henry	IL	\$5,380	2003-AP-BX-0327	Cady,Gilbert	(309) 937-3901
County of Kane	IL	\$122,068	2003-AP-BX-0639	Holste,Dean	(630) 208-2094 x2094

County of Kankakee	IL	\$1,576	2003-AP-BX-0758	Mulcahy,Jo L	(815) 937-8258
County of Kendall	IL	\$9,935	2003-AP-BX-0174	Randall,Richard	(630) 553-7500 x111
County of Knox	IL	\$3,381	2003-AP-BX-0717	Thompson,James	(309) 345-3733
County of Lake	IL	\$327,194	2003-AP-BX-0021	Mercado,Megan E	(847) 377-4092
County of LaSalle	IL	\$6,951	2003-AP-BX-0344	Preci,Ari	(815) 434-8383 x371
County of Livingston	IL	\$2,191	2003-AP-BX-0479	Hall,Mason	(815) 844-2774
County of McHenry	IL	\$35,805	2003-AP-BX-0113	Weinhandl,Richard	(815) 334-4707
County of McLean	IL	\$9,714	2003-AP-BX-0472	Owens,David	(309) 888-5034 x5034
County of Morgan	IL	\$242	2003-AP-BX-0467	Robson,James	(217) 245-4143
County of Ogle	IL	\$4,225	2003-AP-BX-0728	Beitel,Gregory	(815) 732-6666 x255
County of Peoria	IL	\$3,246	2003-AP-BX-0358	Smith,Steve	(309) 697-7828 x00
County of Rock Island	IL	\$21,585	2003-AP-BX-0522	Bounds,Daryl	(309) 558-3420
County of St Clair	IL	\$332	2003-AP-BX-0102	Weith,Mel	(618) 277-3505 x5717
County of Stephenson	IL	\$184	2003-AP-BX-0751	FREEMAN,MARY	(815) 235-8292
County of Tazewell	IL	\$5,223	2003-AP-BX-0359	Unsicker,James	(309) 477-2272
County of Will	IL	\$34,341	2003-AP-BX-0219	Sheridan,Jorja	(815) 740-5576
County of Williamson	IL	\$528	2003-AP-BX-0636	Tyner,Gary	(618) 997-1301 x312
County of Woodford	IL	\$1,208	2003-AP-BX-0201	Whitaker,Larry	(309) 467-2822
Dekalb County	IL	\$7,609	2003-AP-BX-0750	Klein,Joyce	(815) 895-7243
DuPage County	IL	\$128,342	2003-AP-BX-0012	Biedron,David	(630) 682-6693
Jo Daviess County	IL	\$1,749	2003-AP-BX-0205	Melton,Brian	(815) 777-2141 x150
Sangamon County	IL	\$2,615	2003-AP-BX-0495	Barber,Donald	(217) 753-6835
State of Illinois	IL	\$3,597,653	2003-AP-BX-0764	Karr,Steven	(217) 522-2666 x4177
Winnebago County	IL	\$38,531	2003-AP-BX-0098	Farmer,Earl	(815) 987-5984
		\$5,476,520			
Clark County	IN	\$4,924	2003-AP-BX-0802	Goodlett,Harold	(812) 283-4471
County of Cass	IN	\$2,282	2003-AP-BX-0393	Johnson,Connie	(219) 753-7828
County of Grant	IN	\$6,784	2003-AP-BX-0726	Glickfield,David	(765) 668-4776
County of Johnson	IN	\$6,934	2003-AP-BX-0266	Pitcher,Joseph	(317) 736-3704
County of Monroe	IN	\$2,204	2003-AP-BX-0494	Sharp,Stephen	(812) 349-2786
County of Porter	IN	\$2,788	2003-AP-BX-0542	Gootee,Bud	(219) 477-3074
Elkhart County	IN	\$22,734	2003-AP-BX-0182	Perry,John	(574) 533-8644 x6506
Hamilton County	IN	\$5,041	2003-AP-BX-0390	Stlouis,Maurice	(317) 776-9800 x153
Marion County	IN	\$31,927	2003-AP-BX-0697	Neal,Jeanie	(317) 231-8191
State of Indiana	IN	\$342,616	2003-AP-BX-0441	Lisby,Kathy	(317) 232-1926
		\$428,234			
County of Douglas	KS	\$10,375	2003-AP-BX-0445	Trapp,Glenn R	(785) 841-0007 x5200
County of Johnson	KS	\$137,251	2003-AP-BX-0583	Way,Walter	(913) 791-5800

County of Saline	KS	\$14,246	2003-AP-BX-0452	Shea,Brian	(785) 826-6502 x148
County of Sedgwick	KS	\$100,681	2003-AP-BX-0469	Hughes,Marty	(316) 383-7591
Finney County	KS	\$18,167	2003-AP-BX-0187	Welch,Mark	(620) 272-3759
Shawnee County	KS	\$19,161	2003-AP-BX-0385	Cole,Brian	(785) 291-5100 x6603
State of Kansas	KS	\$325,062	2003-AP-BX-0197	Williams,Dennis	(785) 296-4838
		\$624,943			
Carroll County	KY	\$2,851	2003-AP-BX-0186	Holloway,Ron	(502) 732-9499
County of Kenton	KY	\$10,015	2003-AP-BX-0696	Roberts,Kimberly	(859) 392-1700 x1701
Fayette County	KY	\$34,123	2003-AP-BX-0521	Gooding,Irene	(859) 258-3079
Shelby County	KY	\$6,140	2003-AP-BX-0562	EVITTS,RALPH	(502) 633-2343
State of Kentucky	KY	\$13,249	2003-AP-BX-0661	Baessler,David	(502) 564-4795 x255
		\$66,378			
County of Webster	LA	\$2,801	2003-AP-BX-0296	Anglin,Tammy	(318) 371-9199 x227
Grant Parish	LA	\$780	2003-AP-BX-0622	Hataway,Leonard	(318) 627-4106
Lincoln Parish	LA	\$1,486	2003-AP-BX-0480	Payne,Renwick	(318) 255-4440
Orleans Parish	LA	\$2,635	2003-AP-BX-0414	Mckinley,Anne	(504) 827-6736
Parish of Avoyelles	LA	\$5,184	2003-AP-BX-0398	Holmes,Beryl	(318) 253-4066 x3029
Parish of Bossier	LA	\$2,297	2003-AP-BX-0538	Weaver,Kenneth	(318) 326-4005
Parish of Claiborne	LA	\$1,023	2003-AP-BX-0587	Middleton,Steve	(318) 927-4201
Parish of Evangeline	LA	\$136	2003-AP-BX-0191	Morein,Wayne	(337) 363-2161
Parish of St James	LA	\$40	2003-AP-BX-0275	Ockmond,Wayne	(225) 562-2210
Parish of St. Tammany	LA	\$8,391	2003-AP-BX-0778	Smith,Robin	(985) 875-2101
Parish of Vermilion	LA	\$437	2003-AP-BX-0781	Trahan,Janette	(337) 898-4480
Parish of West Baton Rouge	LA	\$0	2003-AP-BX-0725	Bellelo,Bryan	(225) 346-6400 x400
Rapides Parish	LA	\$1,835	2003-AP-BX-0173	Hickman,Debbie	(318) 473-6705
State of Louisiana	LA	\$109,632	2003-AP-BX-0536	Sharp,Suzanne	(225) 342-6630
		\$136,677			
Barnstable County	MA	\$33,614	2003-AP-BX-0500	Ciance,Judith	(508) 375-6247
Bristol County	MA	\$278,471	2003-AP-BX-0236	Arruda,Ana	(508) 995-1311 x5331
County of Essex	MA	\$80,469	2003-AP-BX-0752	Gagnon,Jamie	(978) 750-1900 x3385
County of Middlesex	MA	\$152,258	2003-AP-BX-0244	McGorty,J. Michael	(978) 667-1711 x4493
County of Plymouth	MA	\$286,621	2003-AP-BX-0151	Walsh,Peter J.	(508) 830-6200 x313
County of Suffolk	MA	\$650,706	2003-AP-BX-0048	Kenneally,Timothy	(617) 989-6549
Hampden County	MA	\$79,213	2003-AP-BX-0074	Sheehan,Paul	(413) 547-8000 x2137
Norfolk County	MA	\$30,035	2003-AP-BX-0796	Hobin,Thomas	(781) 329-3705 x339
State of Massachusetts	MA	\$6,357,815	2003-AP-BX-0024	Kary,Helen	(508) 422-3303
		\$7,949,202			

County of Carroll	MD	\$5,025	2003-AP-BX-0491	Miller, Steve	(410) 386-2794
County of Washington	MD	\$7,465	2003-AP-BX-0059	Melville, Laura	(240) 313-2125
Frederick County	MD	\$18,345	2003-AP-BX-0735	Ward, David	(301) 228-2802
Garrett County	MD	\$144	2003-AP-BX-0122	Gnegy, Larry E	(301) 334-1911
Montgomery County	MD	\$1,022,244	2003-AP-BX-0025	Wirdzek, Mary Lou	(240) 777-9981
Prince Georges County	MD	\$69,165	2003-AP-BX-0693	Brown, Jacqueline	(301) 952-4441
State of Maryland	MD	\$949,327	2003-AP-BX-0434	Schupple, Patricia	(410) 585-3405
		\$2,071,715			
County of Androscoggin	ME	\$4,098	2003-AP-BX-0276	Desjardins, Guy	(207) 784-7361 x132
County of Aroostook	ME	\$4,650	2003-AP-BX-0240	Richardson, Linda	(207) 493-3318
County of Franklin	ME	\$1,104	2003-AP-BX-0648	Robinson, Karen	(207) 778-6614
County of Kennebec	ME	\$112	2003-AP-BX-0615	Wells, Raymond	(207) 623-8787 x240
County of Piscataquis	ME	\$9,219	2003-AP-BX-0300	Connors, Cara	(207) 564-6501
County of Waldo	ME	\$895	2003-AP-BX-0444	Story, Scott	(207) 338-2040
County of York	ME	\$6,255	2003-AP-BX-0443	Vitiello, Michael	(207) 324-9001 x16
Cumberland County	ME	\$22,473	2003-AP-BX-0220	Beaulieu, Genie	(207) 774-1444 x107
State of Maine	ME	\$36,739	2003-AP-BX-0442	King, Ellis	(207) 287-4342
		\$85,545			
Allegan County	MI	\$11,164	2003-AP-BX-0087	Marculis, Debbie	(269) 673-0458 x4258
County of Barry	MI	\$841	2003-AP-BX-0765	Andrus, Robert	(269) 948-4804
County of Bay	MI	\$4,481	2003-AP-BX-0512	Runde, Gerry	9898952043
County of Berrien	MI	\$20,143	2003-AP-BX-0371	Huebner, Jane	(269) 983-7111 x7310
County of Branch	MI	\$3,593	2003-AP-BX-0484	Eichler, Keith	(517) 278-2325
County of Calhoun	MI	\$4,571	2003-AP-BX-0331	Ham, Gregory	(616) 969-6312
County of Cass	MI	\$224	2003-AP-BX-0336	Rodebush, Johnnie	(269) 445-4420
County of Chippewa	MI	\$2,506	2003-AP-BX-0605	Moran, Jeffrey L	(906) 635-6355 x390
County of Eaton	MI	\$5,596	2003-AP-BX-0449	Fuentes, John	(517) 543-7500 x201
County of Gratiot	MI	\$2,392	2003-AP-BX-0345	MACHA, MARLA	(989) 875-5214 x6203
County of Huron	MI	\$530	2003-AP-BX-0627	Herford, Arlin	(989) 269-9910 x235
County of Ingham	MI	\$4,959	2003-AP-BX-0223	Myers, Matthew	(517) 676-8201
County of Ionia	MI	\$8,059	2003-AP-BX-0239	Jones, Mark	(616) 527-5390
County of Iron	MI	\$60	2003-AP-BX-0477	Jones, Vernon	(906) 875-0644
County of Jackson	MI	\$798	2003-AP-BX-0349	Phillips, Anthony	(517) 768-7904
County of Kalamazoo	MI	\$13,708	2003-AP-BX-0180	Shull, Tom	(616) 383-8727
County of Kent	MI	\$109,134	2003-AP-BX-0234	Hillen, Tom	(616) 632-6107
County of Lenawee	MI	\$4,374	2003-AP-BX-0630	Craig, James	(517) 265-4400
County of Macomb	MI	\$31,671	2003-AP-BX-0238	Sanborn, Michelle	(586) 307-9348

County of Muskegon	MI	\$6,406	2003-AP-BX-0525
County of Oakland	MI	\$57,044	2003-AP-BX-0496
County of Ottawa	MI	\$32,093	2003-AP-BX-0509
County of Saginaw	MI	\$5,786	2003-AP-BX-0045
County of Shiawassee	MI	\$2,329	2003-AP-BX-0090
County of St. Joseph	MI	\$7,463	2003-AP-BX-0328
County of Tuscola	MI	\$1,296	2003-AP-BX-0204
County of Van Buren	MI	\$3,801	2003-AP-BX-0105
Livingston County	MI	\$7,220	2003-AP-BX-0381
Roscommon County	MI	\$268	2003-AP-BX-0384
Sanilac County	MI	\$650	2003-AP-BX-0206
St. Clair County	MI	\$17,046	2003-AP-BX-0076
State of Michigan	MI	\$832,915	2003-AP-BX-0514
Washtenaw County	MI	\$6,296	2003-AP-BX-0659
		\$1,209,417	

Chippewa County	MN	\$4,508	2003-AP-BX-0235
County of Anoka	MN	\$24,548	2003-AP-BX-0096
County of Dakota	MN	\$13,550	2003-AP-BX-0623
County of McLeod	MN	\$6,494	2003-AP-BX-0248
County of Ramsey	MN	\$97,475	2003-AP-BX-0263
County of Stearns	MN	\$11,589	2003-AP-BX-0179
Hennepin County	MN	\$209,517	2003-AP-BX-0572
Olmsted County	MN	\$28,223	2003-AP-BX-0049
Polk County	MN	\$1,454	2003-AP-BX-0700
St. Louis County	MN	\$2,027	2003-AP-BX-0208
State of Minnesota	MN	\$1,060,002	2003-AP-BX-0409
Watonwan County	MN	\$5,974	2003-AP-BX-0482
		\$1,465,361	

City of St. Louis	MO	\$6,046	2003-AP-BX-0145
County of Audrain	MO	\$81	2003-AP-BX-0396
County of Greene	MO	\$32,639	2003-AP-BX-0365
County of Lafayette	MO	\$1,142	2003-AP-BX-0350
County of Newton	MO	\$4,998	2003-AP-BX-0286
County of Phelps	MO	\$3,078	2003-AP-BX-0714
County of Pike	MO	\$9,477	2003-AP-BX-0543
County of Platte	MO	\$1,465	2003-AP-BX-0457
County of St Charles	MO	\$7,954	2003-AP-BX-0535
Jackson County	MO	\$7,447	2003-AP-BX-0685

Jurkas, George	(231) 724-6289
Whitefield, Janet	(248) 452-2110
Baar, Steven	(616) 738-4090 x4090
Snyder, Benita	(989) 790-5584
Powell, Doug	(989) 743-2202 x2226
Carey, Daniel	(616) 467-5500 x631
Hoagland, Michael	(989) 672-3700 x2224
Deleo, Douglas	(269) 657-8253
Homan, Donald	(517) 546-2440
LeMire, Steve	(989) 275-9070 x16
Walker, Lora	(810) 648-8338
Torrey, Thomas	(810) 987-1709
DeBor, Stephen	(517) 373-3255
Wickstrom, Brian	(734) 973-4980

Tufto, Stacy	(320) 269-2121
Dowd, Denis	(763) 323-5071
Scott, Michael D	(651) 438-4801
Rath, Dianne	(320) 864-1491
Vodovoz, Mike	(651) 266-9365
Lieser, Mary	(320) 259-3730
Svidron, Jan	(612) 348-4112
Vonwald, Steven	(507) 287-1980
Burkholder, Bret	(218) 281-6074
Kivisto, Kevin	(218) 726-2105
Skon, Erik	(651) 642-0257
Hunstad, Susan	(507) 375-3121 x1206

Schriro, Dora	(314) 621-5848 x1052
Miller, Stuart	(573) 473-5800
Everett, Sarah	(417) 829-6276
Wahn, Jennifer	(660) 259-3461
Montz, Cathy	(417) 451-8311 x235
Blankenship, Donald	(573) 364-1818
Pointer, Clark	(573) 324-5447
Anderson, Richard	(816) 858-2424
Gillies, Linda	(636) 949-3003 x4141
Scott, Laura	(816) 881-4232

St. Francois County	MO	\$2,605	2003-AP-BX-0357	Bullock,Daniel	(573) 756-3252 x143
St. Louis County	MO	\$16,469	2003-AP-BX-0422	Manier,Kenneth	(314) 615-5717
State of Missouri	MO	\$293,537	2003-AP-BX-0175	Mitchell,James	(573) 526-6435
		\$386,938			
County of Lauderdale	MS	\$320	2003-AP-BX-0221	Sollie,Billy	(601) 482-9806
Pike County	MS	\$582	2003-AP-BX-0343	Davis,Rashawn	(601) 783-2323 x320
State Of Mississippi	MS	\$25,825	2003-AP-BX-0558	England,Marsha L.	(601) 359-5601
		\$26,727			
Cascade County	MT	\$3,189	2003-AP-BX-0619	Williams,Genie	(406) 454-6840
County of Yellowstone	MT	\$3,270	2003-AP-BX-0606	Mccave,Dennis	(406) 256-6900
State of Montana	MT	\$21,742	2003-AP-BX-0092	Knight,Nancy	(406) 444-4914
		\$28,201			
Alamance County	NC	\$33,560	2003-AP-BX-0540	Causey,Jeffrey	(336) 228-1312
Anson County	NC	\$256	2003-AP-BX-0481	Plyler,Larke	(704) 694-4188
Beaufort County	NC	\$8,136	2003-AP-BX-0746	Wilson,Carolyn	(252) 946-7721
Bladen County	NC	\$2,709	2003-AP-BX-0803	Coleman,Lisa	(910) 862-6720
Burke County	NC	\$14,211	2003-AP-BX-0705	Ijames,Paul	(828) 439-4340
Cabarrus County	NC	\$2,546	2003-AP-BX-0079	Patterson,Phillip	(704) 920-3005
Cleveland County	NC	\$0	2003-AP-BX-0706	Sims,Phyllis	(704) 484-4781
County of Buncombe	NC	\$16,685	2003-AP-BX-0593	Hilliard,Roney	(828) 250-4580
County of Catawba	NC	\$5,315	2003-AP-BX-0383	Sumpter,Jennifer	(828) 465-8489
County of Chatham	NC	\$2,114	2003-AP-BX-0793	Stuart,Douglas	(919) 542-2811 x251
County of Cumberland	NC	\$24,973	2003-AP-BX-0737	Cannon,Amy	(910) 678-7740
County of Duplin	NC	\$4,614	2003-AP-BX-0776	Stroud,Jennie	(910) 296-2324 x260
County of Durham	NC	\$93,108	2003-AP-BX-0135	Mckinney,Teresa	(919) 560-0873
County of Guilford	NC	\$89,180	2003-AP-BX-0804	Harrison-Pope,Sharon	(336) 641-5581
County of Henderson	NC	\$8,634	2003-AP-BX-0633	Summey,Pat	(828) 698-6191 x4404
County of Jackson	NC	\$1,570	2003-AP-BX-0361	Akins,Sheila	(828) 586-2458
County of Johnston	NC	\$28,336	2003-AP-BX-0502	Benson,Mardy	(919) 989-5040
County of Pender	NC	\$3,745	2003-AP-BX-0320	Smith,Carson	(910) 259-1514
County of Randolph	NC	\$14,472	2003-AP-BX-0720	Maness,Bernie	(336) 318-6665
County of Union	NC	\$26,744	2003-AP-BX-0740	Baker,Wesley	(704) 283-3630
County of Washington	NC	\$2,219	2003-AP-BX-0790	James,Stanley	(252) 793-2422
Davidson County	NC	\$12,591	2003-AP-BX-0604	Glisson,Brad	(336) 242-2113
Davie County	NC	\$23,737	2003-AP-BX-0645	Stockert,James	(336) 751-5256
Forsyth County	NC	\$102,357	2003-AP-BX-0397	James,W.	(336) 748-4223
Gaston County	NC	\$31,972	2003-AP-BX-0380	Courtney,Ronald	(704) 869-3032

Haywood County	NC	\$3,510	2003-AP-BX-0772
Iredell County	NC	\$13,492	2003-AP-BX-0326
Lenoir County	NC	\$9,225	2003-AP-BX-0246
Mecklenburg County	NC	\$141,987	2003-AP-BX-0392
Montgomery County	NC	\$518	2003-AP-BX-0738
Moore County	NC	\$1,323	2003-AP-BX-0028
Nash County	NC	\$2,824	2003-AP-BX-0348
New Hanover County	NC	\$15,340	2003-AP-BX-0736
Orange County	NC	\$6,311	2003-AP-BX-0458
Pitt County	NC	\$3,893	2003-AP-BX-0541
Rowan County	NC	\$26,315	2003-AP-BX-0416
Sampson County	NC	\$9,500	2003-AP-BX-0805
State of North Carolina	NC	\$1,692,998	2003-AP-BX-0368
Stokes County	NC	\$16,737	2003-AP-BX-0213
Vance County	NC	\$2,891	2003-AP-BX-0702
Wayne County	NC	\$14,590	2003-AP-BX-0595
Wilkes County	NC	\$10,643	2003-AP-BX-0713
William Cowan County	NC	\$10,170	2003-AP-BX-0671
Wilson County	NC	\$16,298	2003-AP-BX-0354
		\$2,552,349	

County of Cass	ND	\$2,063	2003-AP-BX-0162
State of North Dakota	ND	\$6,598	2003-AP-BX-0352
		\$8,661	

County of Buffalo	NE	\$2,322	2003-AP-BX-0761
County of Gage	NE	\$4,143	2003-AP-BX-0629
County of Lincoln	NE	\$3,393	2003-AP-BX-0212
County of Phelps	NE	\$253	2003-AP-BX-0625
County of Platte	NE	\$9,948	2003-AP-BX-0159
County of Saline	NE	\$18,919	2003-AP-BX-0567
County of Sarpy	NE	\$29,846	2003-AP-BX-0478
County of Seward	NE	\$509	2003-AP-BX-0779
County of Thurston	NE	\$48	2003-AP-BX-0251
Dakota County	NE	\$9,833	2003-AP-BX-0460
Dawson County	NE	\$13,699	2003-AP-BX-0146
Dixon County	NE	\$1,537	2003-AP-BX-0565
Douglas County	NE	\$330,577	2003-AP-BX-0418
Lancaster County	NE	\$40,823	2003-AP-BX-0483
State of Nebraska	NE	\$290,026	2003-AP-BX-0335

Davis, Julie	(828) 452-6629 x301
Blumenstein, Susan	(704) 878-3040
Gosnell, Lester	(252) 559-6102
Vanhoy, Rachel	(704) 336-8512
Ritter, Annie	(910) 576-4261
Frye, John	(910) 947-6310
Anderson, Lynne	(252) 459-9803
Shell, Bruce T	(910) 341-7188
Pope, Teresa	(919) 644-6050 x2911
Preston, Donna J	(252) 830-4627
Combs, Dean	(704) 638-3051
Blinson, Sylvia	(910) 592-7181
Price, Virginia	(919) 716-3758
Carico, Craig	(336) 593-2811 x1410
Hawley, Charles	(252) 438-3923
Dale, Michael	(919) 731-1487
Doster, Lynn	(336) 651-7591
WHITAKER, DENTON	(919) 774-6818
Vick, Phyllis	(252) 399-2954

Ellingsberg, Glenn	(701) 241-5812
Molesworth, Kim	(701) 328-6101

Bond, Duane	(308) 233-5209
DeWitt, Jerry	(402) 223-5222
Phillips, Jerri	(308) 532-2468 x361
Gregg, Penny	(308) 995-5692
Kildare, Ann	(402) 564-9077
Kalkwarf, Becky	(402) 821-3051
Wyane, Mark	(402) 593-2346
Yocum, Joseph	(402) 643-2359
Klein, Sara	(402) 385-3018
Walsh, Nanci	(402) 987-2130
Finnell, Ramona	(308) 324-3011 x206
Andersen, Jane	(402) 755-2255
Bovasso, Kenneth	(402) 444-6587
Thanel, Liz	(402) 441-8916
Finn, Brian	(402) 479-5697

\$755,876

County of Merrimack	NH	\$10,367	2003-AP-BX-0410
Grafton County	NH	\$94	2003-AP-BX-0475
Hillsborough County	NH	\$11,298	2003-AP-BX-0033
State of New Hampshire	NH	\$135,970	2003-AP-BX-0520
Strafford County	NH	\$1,989	2003-AP-BX-0042
		\$159,718	

Doucet, Richard G	(603) 796-2107 x242
Libby, Glenn	(603) 787-2019
Vacca, James	(603) 627-5620 x614
Schwartz, Joan	(603) 271-5662
Bird, Sidney	(603) 742-3310

Burlington County	NJ	\$50,916	2003-AP-BX-0464
Camden County	NJ	\$102,568	2003-AP-BX-0800
Cape May County	NJ	\$14,431	2003-AP-BX-0530
County of Atlantic	NJ	\$96,936	2003-AP-BX-0085
County of Essex	NJ	\$196,069	2003-AP-BX-0177
County of Hudson	NJ	\$305,674	2003-AP-BX-0056
County of Mercer	NJ	\$16,882	2003-AP-BX-0341
County of Monmouth	NJ	\$112,937	2003-AP-BX-0002
County of Sussex	NJ	\$13,873	2003-AP-BX-0369
County of Warren	NJ	\$6,277	2003-AP-BX-0155
Cumberland County	NJ	\$29,244	2003-AP-BX-0084
Hunterdon County	NJ	\$14,520	2003-AP-BX-0614
Middlesex County	NJ	\$91,570	2003-AP-BX-0086
Morris County	NJ	\$168,144	2003-AP-BX-0405
Ocean County	NJ	\$65,659	2003-AP-BX-0680
Passaic County	NJ	\$250,583	2003-AP-BX-0031
Salem County	NJ	\$3,945	2003-AP-BX-0451
Somerset County	NJ	\$113,466	2003-AP-BX-0051
State of New Jersey	NJ	\$3,831,105	2003-AP-BX-0037
Union County	NJ	\$22,507	2003-AP-BX-0712
		\$5,507,306	

Cole, Juel	(609) 265-5324
Franceschini, Frank	(856) 225-7619
Callinan, John	(609) 465-1240
Zimmerman, Charles	(609) 645-5855 x7460
Barcliff, Todd	(973) 621-9328
Vaccaro, Robyn	(201) 558-7000 x7049
Land, William	(609) 583-3550
Sauter, Jeffrey	(732) 294-5980
DiMarco, David	(973) 579-0880
Benson, William	(908) 475-7903
Butler, Ruth	(856) 453-4876
Wagner, George	(908) 806-4004
Fenyak, Brian	(732) 951-3331
Knevals, Cheryl L	(973) 631-5430
Kiefer, Erick	(732) 929-2043 x3316
Hiel, Douglas	(973) 881-4613
Hefner, James	(856) 769-8105
Varga, Julius	(908) 231-7149
Matthews, Therese	(609) 984-0203
Infante, Joseph	(908) 558-2600 x20247

Bernalillo County	NM	\$163,363	2003-AP-BX-0312
County of Catron	NM	\$1,018	2003-AP-BX-0073
County of Chaves	NM	\$12,852	2003-AP-BX-0783
County of Colfax	NM	\$1,355	2003-AP-BX-0663
County of Eddy	NM	\$5,954	2003-AP-BX-0704
County of Lea	NM	\$19,601	2003-AP-BX-0453
County of Otero	NM	\$9,866	2003-AP-BX-0674
County of Rio Arriba	NM	\$11,316	2003-AP-BX-0318
County of San Miguel	NM	\$1,535	2003-AP-BX-0314

Tipton, Harry	(505) 764-3502
Snyder, John	(505) 533-6222
Ramirez, Hilda	(505) 624-6517 x314
McCarty, Melanie	(505) 445-3691 x10
Massey, Steve	(505) 887-9511 x202
Gartman, Jann	(505) 396-8668
Barela, Carolyn	(505) 434-2519 x226
Candelaria, Bidal	(505) 588-7350 x253
Gonzales, Melinda	(505) 425-6516 x105

County of Santa Fe	NM	\$13,661	2003-AP-BX-0723	Parrish, Greg	(505) 471-4941
County of Taos	NM	\$3,798	2003-AP-BX-0798	Tsoodle-Marcus, Charlene	(505) 751-8545
County of Valencia	NM	\$12,178	2003-AP-BX-0788	Griego, David	(505) 565-8900 x242
Dona Ana County	NM	\$71,927	2003-AP-BX-0404	Howie, Patrick	(505) 647-7603
Luna County	NM	\$12,457	2003-AP-BX-0198	Gilmore, Edwin	(505) 546-0174 x202
Quay County	NM	\$8,169	2003-AP-BX-0351	Elebario, Anthony	(505) 461-4664
Sierra County	NM	\$1,162	2003-AP-BX-0401	Monsibaiz, Janette	(505) 894-6215 x103
Socorro County	NM	\$660	2003-AP-BX-0631	VanWinkle, George L.	(505) 835-0941
State of New Mexico	NM	\$1,131,674	2003-AP-BX-0687	Prescott, Carolyn	(505) 827-8653
		\$1,482,546			
City of Las Vegas	NV	\$52,289	2003-AP-BX-0225	Griffin, Wayne	(702) 229-2539
City of Mesquite	NV	\$1,680	2003-AP-BX-0580	Erickson, Gary	(702) 346-5262 x245
City of North Las Vegas	NV	\$6,531	2003-AP-BX-0157	Gillenwater, Paul	(702) 633-2258
Clark County	NV	\$1,070,649	2003-AP-BX-0584	Burritt, James	(702) 455-5139
County of Carson City	NV	\$6,283	2003-AP-BX-0285	Keema, Rick	(775) 887-2020 x1400
County of Churchill	NV	\$4,332	2003-AP-BX-0611	Ingram, Richard	(775) 423-3116
County of Douglas	NV	\$19,248	2003-AP-BX-0167	Chichester, Ross	(775) 782-9900
County of Esmeralda	NV	\$2,194	2003-AP-BX-0245	Knight, Michelle	(775) 485-6370
County of Eureka	NV	\$4,165	2003-AP-BX-0247	Sanders, Kenny	(775) 237-5330
County of Humboldt	NV	\$9,386	2003-AP-BX-0545	Hill, Gene	(775) 623-6419
County of Lyon	NV	\$8,485	2003-AP-BX-0282	HESTON, KATHERINE	(775) 463-6615
County of Nye	NV	\$10,250	2003-AP-BX-0148	Sullivan, Gus	(775) 553-2345
County of Storey	NV	\$2,715	2003-AP-BX-0586	Kershaw, Robert	(775) 847-0968
County of Washoe	NV	\$355,862	2003-AP-BX-0589	Cummings, Tami	(775) 328-2884
Elko County	NV	\$24,217	2003-AP-BX-0100	Stewart, Peggy	(775) 777-2525
Pershing County	NV	\$4,339	2003-AP-BX-0689	Murphy, Daniel	(775) 273-2641
State of Nevada	NV	\$1,178,443	2003-AP-BX-0118	Souliny, William R.	(775) 887-3218
		\$2,761,068			
City of New York	NY	\$15,975,239	2003-AP-BX-0428	Medina, Angela	(212) 788-6811
County of Albany	NY	\$31,913	2003-AP-BX-0068	Kane, Mary Ellen	(518) 869-2605
County of Broome	NY	\$30,279	2003-AP-BX-0734	Harder, David	(607) 778-2492
County of Cayuga	NY	\$4,579	2003-AP-BX-0069	Mack, John	(315) 253-1699
County of Chautauqua	NY	\$7,096	2003-AP-BX-0279	Gerace, Joseph A	(716) 753-4900
County of Chemung	NY	\$1,793	2003-AP-BX-0501	Jacobus, Laura	(607) 737-2863
County of Clinton	NY	\$9,478	2003-AP-BX-0476	Smith, Michael	(518) 561-1810
County of Dutchess	NY	\$41,619	2003-AP-BX-0044	Boehm, Ann	(845) 486-3910
County of Erie	NY	\$38,108	2003-AP-BX-0016	Jerge, Irene	(716) 858-2845
County of Franklin	NY	\$3,715	2003-AP-BX-0294	Jock, Gerald	(518) 483-3304

County of Fulton	NY	\$4,037	2003-AP-BX-0078	Benedict,Randy	(518) 736-2121
County of Genesee	NY	\$6,011	2003-AP-BX-0082	Maha,Gary	(716) 345-3000 x237
County of Greene	NY	\$12,142	2003-AP-BX-0366	Fitmaurice,William	(518) 943-3302 x21
County of Herkimer	NY	\$2,930	2003-AP-BX-0273	Adams,Thomas	(315) 867-1252
County of Jefferson	NY	\$3,250	2003-AP-BX-0203	Pierce,Donald	(315) 786-2664
County of Madison	NY	\$0	2003-AP-BX-0303	Cary,Ronald	(315) 366-2318
County of Monroe	NY	\$61,178	2003-AP-BX-0447	Ignarri,Edward	(716) 428-3145
County of Montgomery	NY	\$3,676	2003-AP-BX-0114	Pecora,John	(518) 853-5555
County of Niagara	NY	\$24,657	2003-AP-BX-0252	rapasso,Samuel D	(716) 438-3380
County of Oneida	NY	\$18,829	2003-AP-BX-0591	Chapple,William A.	(315) 765-2242
County of Onondaga	NY	\$13,661	2003-AP-BX-0724	Gratien,Roy	(315) 435-1708
County of Ontario	NY	\$15,636	2003-AP-BX-0675	Marlowe-Desmond,Laura	(585) 396-4683
County of Orange	NY	\$52,158	2003-AP-BX-0249	Bennett,Jacqueline M	(845) 291-4065 x00000000
County of Orleans	NY	\$211	2003-AP-BX-0321	Hale,Kevin E	(585) 589-4310
County of Oswego	NY	\$8,665	2003-AP-BX-0227	Lighthall,Robert	(315) 349-3306
County of Rensselaer	NY	\$8,342	2003-AP-BX-0111	Hetman,David	(518) 270-5448 x256
County of Rockland	NY	\$211,220	2003-AP-BX-0218	Kralik,James	(845) 638-5464
County of Schenectady	NY	\$15,810	2003-AP-BX-0386	Elwell,Robert	(518) 388-4576 x246
County of Schoharie	NY	\$0	2003-AP-BX-0492	Weimer,Margaret	(518) 295-7066
County of Steuben	NY	\$850	2003-AP-BX-0116	Lian,Christopher	(607) 776-4406
County of Ulster	NY	\$11,182	2003-AP-BX-0632	Russo,Louis	(845) 340-3644 x221
County of Wayne	NY	\$18,268	2003-AP-BX-0060	Pulver,William	(315) 946-5800
County of Wyoming	NY	\$1,533	2003-AP-BX-0164	Edwards,John B	(585) 786-8812
Nassau County	NY	\$167	2003-AP-BX-0524	O'Connor,John	(516) 572-3808
Putnam County	NY	\$16,668	2003-AP-BX-0716	O'Malley,Patrick	(845) 225-5255 x316
St. Lawrence County	NY	\$1,477	2003-AP-BX-0590	Wells,Kevin	(315) 379-2365
State of New York	NY	\$25,405,342	2003-AP-BX-0641	Clark,David	(518) 457-3007
Suffolk County	NY	\$1,213,843	2003-AP-BX-0508	Legrand,Leonard	(631) 852-8132
Westchester County	NY	\$523,479	2003-AP-BX-0020	Pozzi,Rocco	(914) 231-1054
		\$43,799,041			

County of Allen	OH	\$200	2003-AP-BX-0760	King,Gene	(419) 993-1425
County of Greene	OH	\$17,078	2003-AP-BX-0621	Hughes,Robin	(937) 562-4852
County of Madison	OH	\$22	2003-AP-BX-0313	Bratka,Dan	(937) 834-5000
County of Medina	OH	\$5,522	2003-AP-BX-0329	Baker,David	(330) 725-9147 x1501
County of Summit	OH	\$21,903	2003-AP-BX-0743	Libby,Steven	(330) 643-2003
County of Union	OH	\$203	2003-AP-BX-0377	Bratka,Dan	(937) 834-5000 x4430
Cuyahoga County	OH	\$67,997	2003-AP-BX-0035	An-Noor,Nadine	(216) 443-6229
Licking County	OH	\$848	2003-AP-BX-0660	Barnes,Walter	(740) 349-6407
State of Ohio	OH	\$575,092	2003-AP-BX-0581	Hamilton,Elizabeth	(614) 752-1607

\$688,865

County of Caddo	OK	\$1,786	2003-AP-BX-0340
County of Carter	OK	\$1,135	2003-AP-BX-0446
County of Cimarron	OK	\$2,498	2003-AP-BX-0576
County of Cleveland	OK	\$3,597	2003-AP-BX-0676
County of Grady	OK	\$586	2003-AP-BX-0770
County of McClain	OK	\$596	2003-AP-BX-0367
County of Pontotoc	OK	\$88	2003-AP-BX-0255
County of Tulsa	OK	\$5,238	2003-AP-BX-0325
Harper County	OK	\$2,535	2003-AP-BX-0382
Kay County	OK	\$3,240	2003-AP-BX-0763
Lincoln County	OK	\$133	2003-AP-BX-0291
Oklahoma County	OK	\$82,314	2003-AP-BX-0701
Ottawa County	OK	\$1,152	2003-AP-BX-0577
Pottawatomie County	OK	\$860	2003-AP-BX-0785
State of Oklahoma	OK	\$664,477	2003-AP-BX-0412
Texas County	OK	\$29,562	2003-AP-BX-0699
		\$799,797	

Clatsop County	OR	\$21,480	2003-AP-BX-0184
Coos County	OR	\$4,807	2003-AP-BX-0459
County of Benton	OR	\$0	2003-AP-BX-0426
County of Clackamas	OR	\$58,103	2003-AP-BX-0261
County of Columbia	OR	\$3,981	2003-AP-BX-0324
County of Deschutes	OR	\$9,688	2003-AP-BX-0124
County of Douglas	OR	\$12,507	2003-AP-BX-0612
County of Gilliam	OR	\$346	2003-AP-BX-0711
County of Hood River	OR	\$9,079	2003-AP-BX-0710
County of Jackson	OR	\$14,887	2003-AP-BX-0664
County of Jefferson	OR	\$10,282	2003-AP-BX-0193
County of Josephine	OR	\$6,710	2003-AP-BX-0537
County of Linn	OR	\$11,162	2003-AP-BX-0229
County of Malheur	OR	\$12,606	2003-AP-BX-0602
County of Polk	OR	\$15,534	2003-AP-BX-0637
County of Tillamook	OR	\$10,887	2003-AP-BX-0503
County of Umatilla	OR	\$10,048	2003-AP-BX-0462
County of Union	OR	\$14,203	2003-AP-BX-0127
County of Wasco	OR	\$10,251	2003-AP-BX-0709
County of Washington	OR	\$208,198	2003-AP-BX-0158

SMITH, PHILIP	(405) 247-6666
Gilley, David	(580) 221-5540
Dunn, David	(580) 544-2020
Brown, Hart	(405) 321-8600 x5722
McMullen, Kieran	(405) 224-0984
Filipski, Jim	(405) 527-2141
Glase, Jeff	(580) 332-4169
Phegley, Larry	(918) 596-5263
Witchey, Larry	(580) 735-2213
Countryman, Craig	(580) 362-2517
McNelly, Thomas	(405) 258-1191
Baisden, David	(405) 713-2053
Key, Linda	(918) 542-2806 x15
Baxley, Justine	(405) 273-0043 x305
McCollum, Bill	(918) 581-2002
Peoples, Arnold	(580) 338-4000

Stevens, Ron	(503) 338-3659
Nelson, Stephen	(541) 396-3121 x442
Russell, Holly	(541) 766-6055
Howard, Donald	(503) 655-8808 x8808
Gibson, Jim	(503) 366-4602
Jenkin, Ruth	(541) 388-6667
Talcott, Susan	(541) 440-4246
Graves, Rick	(541) 298-1576
Graves, Rick	(541) 298-1576
Penland, Dan	(541) 774-6863
Lewis, Tony	(541) 475-2869 x4312
Banks, Howard	(541) 474-5119
Slinger, Dick J	(541) 967-3812
Hartman, Aaron	(541) 473-5142
Corey, Melanie	(503) 831-1733
Spencer, Joanne	(503) 815-3338
Leblanc, Susan	(541) 966-3602
Falck, Cathie	(541) 963-1020
Graves, Rick	(541) 298-1576
Patterson, Marjory	(503) 846-2718

County of Yamhill	OR	\$9,561	2003-AP-BX-0686	Schlegel,Chris	(503) 434-7429
Lane County	OR	\$144,364	2003-AP-BX-0005	Graham,Mark	(541) 682-2252
Lincoln County	OR	\$13,174	2003-AP-BX-0795	Russell,Jamie	(541) 265-4922
Marion County	OR	\$38,161	2003-AP-BX-0215	Ramirez,Raul	(503) 588-7971
Multnomah County	OR	\$199,065	2003-AP-BX-0040	Braaksma,David	(503) 988-4415
State of Oregon	OR	\$2,333,122	2003-AP-BX-0727	Allen,Nathan	(503) 945-0999
		\$3,182,206			
City of Philadelphia	PA	\$97,059	2003-AP-BX-0563	Szymanski,Edward	(215) 685-8502
County of Beaver	PA	\$508	2003-AP-BX-0787	Fath,Donna	(724) 378-8177 x120
County of Berks	PA	\$32,176	2003-AP-BX-0131	Wagner,George	(610) 208-4805
County of Bucks	PA	\$78,856	2003-AP-BX-0268	Fulton,Clarke	(215) 340-8482
County of Cambria	PA	\$793	2003-AP-BX-0376	Prebish,John	(814) 472-1363
County of Centre	PA	\$5,607	2003-AP-BX-0454	Elbell,Denise	(814) 355-6700
County of Crawford	PA	\$759	2003-AP-BX-0455	Sye,Robyn	(814) 333-7312
County of Dauphin	PA	\$37,544	2003-AP-BX-0154	Hoffer,Brenda	(717) 780-6788
County of Erie	PA	\$1,178	2003-AP-BX-0564	Coan,Denis	(814) 451-7526
County of Indiana	PA	\$0	2003-AP-BX-0534	Rhoades,Amy	(724) 349-2225 x2118
County of Lancaster	PA	\$30,056	2003-AP-BX-0134	Rossos,Nick	(717) 299-7800
County of Lebanon	PA	\$8,466	2003-AP-BX-0270	Raiger,Robert	(717) 274-5451
County of Lehigh	PA	\$63,641	2003-AP-BX-0196	Miller,Christopher	(610) 782-3266
County of Luzerne	PA	\$34,168	2003-AP-BX-0603	FISCHI,GENE	(570) 829-7751 x40
County of Monroe	PA	\$11,744	2003-AP-BX-0332	Keenhold,David	(570) 992-3232
County of Pike	PA	\$2,688	2003-AP-BX-0470	Lowe,Craig	(570) 775-5500 x225
County of Schuylkill	PA	\$3,924	2003-AP-BX-0505	Bennick,Lorrie	(570) 628-1222 x1456
County of Westmoreland	PA	\$6,787	2003-AP-BX-0181	Waite,Susan	(724) 830-6081
Franklin County	PA	\$2,413	2003-AP-BX-0666	Burns,Carol	(717) 264-9513
State of Pennsylvania	PA	\$848,374	2003-AP-BX-0018	Sager,Angela	(717) 731-7149
		\$1,266,741			
Commonwealth of Puerto Rico	PR	\$374,631	2003-AP-BX-0721	Vivoni,Johanna	(787) 277-9040
State of Rhode Island	RI	\$614,869	2003-AP-BX-0007	Frechette,Richard	(401) 462-2556
Colleton County	SC	\$909	2003-AP-BX-0265	McLauchlin,Bonnie	(843) 549-5742
County of Aiken	SC	\$4,463	2003-AP-BX-0217	Walton,Johnny	(803) 642-2057
County of Berkeley	SC	\$1,746	2003-AP-BX-0370	McElvogue,Cliff	(843) 719-4544
County of Charleston	SC	\$24,492	2003-AP-BX-0117	Mishoe,Phillip	(843) 529-7332

County of Cherokee	SC	\$2,746	2003-AP-BX-0628	Barnhill,Howard	(864) 487-2556
County of Dorchester	SC	\$4,125	2003-AP-BX-0624	Pastor,Captain Arnold	(843) 563-0267 x1266
County of Florence	SC	\$6,612	2003-AP-BX-0093	Nephew,Kathy N.	(843) 665-3027 x346
County of Horry	SC	\$23,164	2003-AP-BX-0253	Johnson,Joseph	(843) 365-9222
County of York	SC	\$5,504	2003-AP-BX-0144	Martin,Richard	(803) 628-3078 x3078
Georgetown County	SC	\$1,081	2003-AP-BX-0794	Shoman ,Susan	(843) 545-3214
Lexington County	SC	\$10,812	2003-AP-BX-0077	Babbitt,Evelyn	(803) 359-8111
State of South Carolina	SC	\$213,331	2003-AP-BX-0043	Burnett,Bruce	(803) 896-1916
		\$298,985			
County of Pennington	SD	\$9,459	2003-AP-BX-0013	Smith,Christa	(605) 394-6116
Minnehaha County	SD	\$17,475	2003-AP-BX-0272	Zwak,Kathryn	(605) 367-4300
State of South Dakota	SD	\$25,189	2003-AP-BX-0188	Heath,Jodi	(605) 367-5158
		\$52,123			
Bedford County	TN	\$2,142	2003-AP-BX-0551	Arnold,Allen	(931) 684-0893
Coffee County	TN	\$645	2003-AP-BX-0739	Graves,Stephen	(931) 723-3020
Davidson County	TN	\$84,327	2003-AP-BX-0715	Frangos,Joan	(615) 862-6829
Hamilton County	TN	\$8,247	2003-AP-BX-0485	Rambo,James	(423) 209-7159
Knox County	TN	\$6,772	2003-AP-BX-0730	Kiser,Rebecca	(865) 215-3998
Maury County	TN	\$3,133	2003-AP-BX-0429	Dweck,David	(931) 380-5733 x206
State of Tennessee	TN	\$137,961	2003-AP-BX-0561	Chapman,Gabrielle	(615) 741-1000 x4025
		\$243,227			
Brazoria County	TX	\$39,019	2003-AP-BX-0277	Soto,Elvia	(979) 864-1587
Caldwell County	TX	\$1,557	2003-AP-BX-0533	Jeffrey,Keith	(512) 398-6777 x207
Calhoun County	TX	\$10,005	2003-AP-BX-0292	Smith,Timothy	(361) 553-4646 x662
County of Andrews	TX	\$4,781	2003-AP-BX-0250	Noble,Rodney	(432) 524-1410
County of Atascosa	TX	\$1,636	2003-AP-BX-0137	Crouch,Bryan	(830) 769-3434
County of Bell	TX	\$42,196	2003-AP-BX-0307	Eakin,Donna	(254) 933-5115
County of Bexar	TX	\$409,442	2003-AP-BX-0797	Martinez,Charles	(210) 335-2271
County of Bosque	TX	\$3,489	2003-AP-BX-0281	Ferguson,Tabatha	(254) 435-2382
County of Bowie	TX	\$511	2003-AP-BX-0554	Carlow,James	(903) 628-6718
County of Brazos	TX	\$49,300	2003-AP-BX-0301	Reynolds,John	(979) 361-4350
County of Brown	TX	\$149	2003-AP-BX-0771	Barron,Mary	(915) 641-0740 x4353
County of Burnet	TX	\$1,373	2003-AP-BX-0142	Hall,Donna	(512) 756-5412
County of Cameron	TX	\$238,836	2003-AP-BX-0427	Galarza,Martha E	(956) 544-0822 x368
County of Castro	TX	\$1,350	2003-AP-BX-0529	Arguijo,Joshua	(806) 647-3311
County of Cherokee	TX	\$4,093	2003-AP-BX-0108	Crockett,L	(903) 683-2717
County of Collin	TX	\$172,087	2003-AP-BX-0289	Cozad,Donald	(972) 548-4640

County of Colorado	TX	\$3,124	2003-AP-BX-0784	Schleider, Mike	(979) 732-2388
County of Comal	TX	\$8,727	2003-AP-BX-0269	Renken, David	(830) 620-5555
County of Comanche	TX	\$4,181	2003-AP-BX-0532	Boyd, John	(915) 356-7533
County of Crane	TX	\$3,080	2003-AP-BX-0531	Simmons, Danny	(915) 558-3571
County of Crockette	TX	\$6,806	2003-AP-BX-0773	CHANDLER, JANIE	(325) 392-3131
County of Dallas	TX	\$233,552	2003-AP-BX-0029	Pacot, Carlo	(214) 653-6448
County of Deaf Smith	TX	\$6,469	2003-AP-BX-0729	Ramos, Valerie	(806) 364-2311
County of Denton	TX	\$134,172	2003-AP-BX-0596	Wells, James	(940) 349-3100
County of Duval	TX	\$888	2003-AP-BX-0777	Escalante, Billy	(361) 279-3351
County of Eastland	TX	\$38	2003-AP-BX-0293	Terry, Joel	(254) 629-1082
County of Ector	TX	\$29,288	2003-AP-BX-0034	Ragsdale, Randy	(915) 498-4099
County of Edwards	TX	\$3,210	2003-AP-BX-0373	Adams, Jay	(830) 683-4104
County of Ellis	TX	\$21,794	2003-AP-BX-0346	Navarro, Michael	(972) 825-5120
County of Fannin	TX	\$1,607	2003-AP-BX-0544	Moss, Kathleen	(903) 583-7451
County of Fayette	TX	\$1,673	2003-AP-BX-0780	Noviskie, Randy	(979) 968-5856
County of Fort Bend	TX	\$30,999	2003-AP-BX-0753	Culverhouse, Teresa	(281) 341-4732
County of Gillespie	TX	\$10,084	2003-AP-BX-0150	Jennings, M	(830) 990-8793
County of Grayson	TX	\$14,327	2003-AP-BX-0499	Rivers, Richey	(903) 813-4244
County of Guadalupe	TX	\$13,043	2003-AP-BX-0507	Barry, Debra	(830) 303-6342 x234
County of Harris	TX	\$2,693,979	2003-AP-BX-0440	Bechtol, David	(713) 755-7341
County of Harrison	TX	\$4,406	2003-AP-BX-0559	Palmer, Marc	(903) 935-4818
County of Hays	TX	\$32,064	2003-AP-BX-0560	Petersen, Lamarr	(512) 393-2261
County of Hidalgo	TX	\$33,583	2003-AP-BX-0490	Acosta, Gustavo	(956) 393-6026
County of Hill	TX	\$10,761	2003-AP-BX-0360	Jarvis, Annette	(254) 582-4044
County of Hunt	TX	\$2,415	2003-AP-BX-0190	McNair, Diane	(903) 408-4120
County of Hutchinson	TX	\$4,507	2003-AP-BX-0527	Karins, Kerrie	(806) 274-6343 x42
County of Jim Hogg	TX	\$475	2003-AP-BX-0703	Molina, Irma	(361) 527-3389
County of Jim Wells	TX	\$654	2003-AP-BX-0653	Saenz, L. Arnoldo	(512) 668-5706
County of Kerr	TX	\$8,898	2003-AP-BX-0394	Garcia, Pedro	(830) 896-1257 x240
County of Lamar	TX	\$842	2003-AP-BX-0450	Parsons, Kevin	(903) 737-2417
County of Lee	TX	\$6,881	2003-AP-BX-0241	Goodson, Joe	(979) 542-2800
County of Limestone	TX	\$197	2003-AP-BX-0295	Reynolds, Waydell	(254) 729-3817
County of Live Oak	TX	\$1,571	2003-AP-BX-0053	Armstrong, Janie	(512) 449-2733 x102
County of Lubbock	TX	\$27,753	2003-AP-BX-0774	Rowe, Kelly	(806) 775-1501
County of Matagorda	TX	\$2,895	2003-AP-BX-0506	Dodd, Ellen	(979) 244-7611
County of Maverick	TX	\$13,386	2003-AP-BX-0748	Pereda, Carlos	(830) 773-3708
County of McLennan	TX	\$42,194	2003-AP-BX-0555	Gosselin, Marc	(254) 757-5048 x5048
County of Midland	TX	\$33,278	2003-AP-BX-0339	Marks, Julie	(432) 688-4860
County of Montgomery	TX	\$76,618	2003-AP-BX-0171	Green, Robert	(936) 538-3205
County of Moore	TX	\$13,091	2003-AP-BX-0287	Montgomery, Ted	(806) 935-4145

County of Navarro	TX	\$26,483	2003-AP-BX-0288
County of Nolan	TX	\$703	2003-AP-BX-0267
County of Nueces	TX	\$33,398	2003-AP-BX-0271
County of Orange	TX	\$2,786	2003-AP-BX-0597
County of Parker	TX	\$15,403	2003-AP-BX-0767
County of Parmer	TX	\$4,643	2003-AP-BX-0379
County of Polk	TX	\$1,616	2003-AP-BX-0792
County of Presidio	TX	\$894	2003-AP-BX-0566
County of Randall	TX	\$12,375	2003-AP-BX-0317
County of Rockwall	TX	\$8,863	2003-AP-BX-0403
County of Smith	TX	\$38,007	2003-AP-BX-0526
County of Starr	TX	\$6,897	2003-AP-BX-0388
County of Tarrant	TX	\$407,978	2003-AP-BX-0147
County of Taylor	TX	\$14,249	2003-AP-BX-0170
County of Upshur	TX	\$3,034	2003-AP-BX-0747
County of Uvalde	TX	\$1,943	2003-AP-BX-0330
County of Van Zandt	TX	\$2,689	2003-AP-BX-0038
County of Victoria	TX	\$15,781	2003-AP-BX-0731
County of Walker	TX	\$3,658	2003-AP-BX-0548
County of Webb	TX	\$106,241	2003-AP-BX-0278
County of Williamson	TX	\$92,128	2003-AP-BX-0280
County of Wood	TX	\$6,507	2003-AP-BX-0600
County of Zapata	TX	\$10,017	2003-AP-BX-0599
El Paso County	TX	\$217,050	2003-AP-BX-0003
Galveston County	TX	\$23,062	2003-AP-BX-0594
Henderson County	TX	\$5,759	2003-AP-BX-0178
Hudspeth County	TX	\$5,876	2003-AP-BX-0733
Jackson County	TX	\$2,593	2003-AP-BX-0553
Jefferson County	TX	\$52,123	2003-AP-BX-0004
Johnson County	TX	\$11,974	2003-AP-BX-0257
Kaufman County	TX	\$5,685	2003-AP-BX-0669
Menard County	TX	\$1,395	2003-AP-BX-0308
Milam County	TX	\$353	2003-AP-BX-0497
State of Texas	TX	\$14,633,918	2003-AP-BX-0486
Tom Green County	TX	\$24,719	2003-AP-BX-0642
Travis County	TX	\$613,860	2003-AP-BX-0169
Val Verde County	TX	\$8,645	2003-AP-BX-0149
Wise County	TX	\$10,084	2003-AP-BX-0413
		\$20,950,723	

Tullos, Paula	(903) 654-3094
Watts, Brenda	(325) 235-5471
Waterman, Steve	(361) 888-0444
Rawls, Debbie	(409) 882-7020
Danford, James	(817) 598-6104
Webb, Rhonda	(806) 481-3303
Dockens, B L	(936) 327-6811
Hughes, Marge	(432) 729-4452
Jones, Laurie	(806) 468-5530 x4022
Hagin, Kelly	(972) 882-0250
Carter, Karen	(903) 535-0504
Grigsby, Janie	(956) 487-5571
Vandergriff, Tom	(817) 884-1441
Mcdowell, Bridget	(915) 674-1252
Long, Pam	(903) 843-4001
Deorsam, Joni	(830) 278-5821
Shinn, John	(903) 567-2171
Mcadams, Judy	(361) 575-8451
Rerich, Kim	(936) 436-4936 x245
Villarreal, Alberto	(956) 523-4425
Kiley, Julie	(512) 943-1552
Burford, Becky	(903) 763-2921
Martinez, Rosa	(956) 765-9968
Pinon, Gilbert	(915) 546-2228
Evans, W. Perry	(409) 766-2326
CROUCH, JANE	(903) 675-6147
West, Arvin	(915) 369-2161
Bradley, Brian	(361) 782-3541
Dubois, Mark	(409) 726-2506 x8466
Eaton, Leigh	(817) 556-6072
Gent, Wayne	(972) 932-4331 x137
Hough, Bruce	(325) 396-4705
Woods, Linda	(254) 697-7033
Graf, Keith	(512) 463-1786
Liles, Stanley	(325) 659-6519
Hemby, Michael	(512) 854-4924
Jernigan, A. D'Wayne	(830) 774-7513
Nivens, Martha	(940) 627-5971

County of Cache	UT	\$28,398	2003-AP-BX-0755	Cheshire, Kim	(435) 750-7404
County of Sevier	UT	\$2,842	2003-AP-BX-0395	Rippstein, Gary	(435) 896-2664
County of Washington	UT	\$21,692	2003-AP-BX-0431	Bailey, Bart	(435) 656-6611
County of Weber	UT	\$42,383	2003-AP-BX-0019	Ebert, Steffani	(801) 778-6704
Davis County	UT	\$63,296	2003-AP-BX-0620	Horton, Dan	(801) 451-4209
Iron County	UT	\$6,628	2003-AP-BX-0347	Hulet, Lee	(435) 867-7555
Salt Lake County	UT	\$563,666	2003-AP-BX-0656	Doctorman, Ben	(801) 468-3974
State of Utah	UT	\$332,076	2003-AP-BX-0153	Butter, Cliff	(801) 545-5597
Utah County	UT	\$63,120	2003-AP-BX-0112	Wall, Robin	(801) 343-4237

\$1,124,101

Arlington County	VA	\$151,376	2003-AP-BX-0006	Braxton-Mintz, Robbye	(703) 228-7064
Chesterfield County	VA	\$32,086	2003-AP-BX-0256	Bowles, Paul	(804) 717-6511
City Of Danville	VA	\$4,188	2003-AP-BX-0722	Day, Karen	(434) 799-5130
City of Fredericksburg	VA	\$3,005	2003-AP-BX-0302	Marshall, Patrick	(540) 288-5264
City of Hampton	VA	\$13,037	2003-AP-BX-0643	Davis, Deborah R	(757) 926-2541
City of Martinsville	VA	\$2,637	2003-AP-BX-0119	Hopkins, Laura	(276) 656-5289
City of Newport News	VA	\$13,226	2003-AP-BX-0782	Porter, Cindy	(757) 926-8759
City of Portsmouth	VA	\$3,224	2003-AP-BX-0274	Benzie, Jack	(757) 391-3174
City of Suffolk	VA	\$6,073	2003-AP-BX-0647	Rohlf, Cynthia	(757) 923-2085
City of Williamsburg	VA	\$449	2003-AP-BX-0665	Herrick, Vickie	(757) 220-6190
County of Fairfax	VA	\$437,934	2003-AP-BX-0519	Wood, Della	(703) 246-3224
County of Henry	VA	\$5,561	2003-AP-BX-0161	Johnston, Steve D.	(276) 656-4252
County of King George	VA	\$788	2003-AP-BX-0657	Marchal, Patricia	(540) 288-5264
County of Lunenburg	VA	\$1,297	2003-AP-BX-0237	Hunter, Donald	(434) 392-1601
County of Prince William	VA	\$182,295	2003-AP-BX-0556	Kelly, Chris	(703) 792-6495
County of Spotsylvania	VA	\$5,802	2003-AP-BX-0654	Marchal, Patricia	(540) 288-5264
County of Stafford	VA	\$7,881	2003-AP-BX-0658	Marchal, Patricia	(540) 288-5264
Franklin County	VA	\$907	2003-AP-BX-0399	Rose, Andrew	(757) 562-8535
Isle of Wight County	VA	\$0	2003-AP-BX-0744	Robertson, Donald	(757) 357-3191 x6202
James City County	VA	\$3,175	2003-AP-BX-0670	Holley, Angie	(757) 820-3908
Loudoun County	VA	\$31,112	2003-AP-BX-0461	Draper, Michelle M	(703) 777-0127
Rockingham County	VA	\$42,036	2003-AP-BX-0050	Garrett, Mary L.	(540) 564-3812
Shenandoah County	VA	\$10,143	2003-AP-BX-0613	Delawder, E Curtis	(540) 459-6120 x6120
State of Virginia	VA	\$806,184	2003-AP-BX-0436	Brown, Wendy	(804) 674-3131 x1504
York County	VA	\$5,885	2003-AP-BX-0304	Morris, Deborah L.	(757) 890-3261

\$1,770,301

Virgin Islands	VI	\$350,908	2003-AP-BX-0775	Maynard-Liburd, Sonia I	(340) 773-0295 x108

State of Vermont	VT	\$24,412	2003-AP-BX-0677	Perry, John	(802) 241-2307
City of Aberdeen	WA	\$3,455	2003-AP-BX-0125	Maxfield, Robert	(360) 533-4966 x4415
City of Sunnyside	WA	\$3,088	2003-AP-BX-0557	Cunningham, Jeff	(509) 836-6200
City of Wapato	WA	\$841	2003-AP-BX-0419	Lane, Don	(509) 877-4275
City of Wenatchee	WA	\$7,820	2003-AP-BX-0200	Bonwell, Ronald	(509) 667-6619
City of Yakima	WA	\$30,098	2003-AP-BX-0695	Nettleton, Fran	(509) 575-3583
Clallam County	WA	\$5,092	2003-AP-BX-0363	Roberts, Karen	(360) 417-2360
Clark County	WA	\$59,172	2003-AP-BX-0579	Rouhier, Darin	(360) 397-2071
County of Benton	WA	\$20,700	2003-AP-BX-0014	Hodge, John	(509) 735-6555 x3290
County of Chelan	WA	\$27,884	2003-AP-BX-0425	Bonwell, Ronald	(509) 667-6619
County of Douglas	WA	\$6,752	2003-AP-BX-0578	Bonwell, Ronald	(509) 667-6619
County of Franklin	WA	\$57,268	2003-AP-BX-0032	Schmidt, Lori	(509) 545-3549
County of Grant	WA	\$39,034	2003-AP-BX-0549	DeTrollo, Frank	(509) 754-2011 x468
County of Jefferson	WA	\$857	2003-AP-BX-0362	Richmond, Steve	(360) 385-3831 x534
County of Kitsap	WA	\$29,684	2003-AP-BX-0550	Bertholf, Larry	(360) 337-7107
County of Kittitas	WA	\$2,693	2003-AP-BX-0646	Marx, Norbert	(509) 962-7617
County of Mason	WA	\$24,459	2003-AP-BX-0768	Robinson, James	(360) 427-9670 x313
County of Okanogan	WA	\$21,583	2003-AP-BX-0471	Stewart, Noah	(509) 422-7230 x7231
County of Pierce	WA	\$147,291	2003-AP-BX-0075	Kempf, Kathy	(253) 798-7877
County of Skagit	WA	\$38,598	2003-AP-BX-0635	Long, Michele	(360) 336-9495
County of Spokane	WA	\$33,988	2003-AP-BX-0355	Hunt, Edee	(509) 477-5170
County of Thurston	WA	\$39,854	2003-AP-BX-0109	Bolton, Mark	(360) 754-2931
County of Whitman	WA	\$0	2003-AP-BX-0123	Peterson, John	(509) 397-6200
County of Yakima	WA	\$73,983	2003-AP-BX-0638	Rink, Ken	(509) 574-1725
Cowlitz County	WA	\$15,507	2003-AP-BX-0262	Weiss, William	(360) 577-3118
Grays Harbor County	WA	\$9,912	2003-AP-BX-0420	Christensen, David	(360) 249-6070 x582
King County	WA	\$719,021	2003-AP-BX-0423	Strom, Deanna	(206) 296-3451
Lewis County	WA	\$32,900	2003-AP-BX-0081	Spanski, Gordon	(360) 740-1342
Snohomish County	WA	\$61,825	2003-AP-BX-0138	Clements, Dan	(425) 388-3621
State of Washington	WA	\$2,044,998	2003-AP-BX-0468	Smith, R Peggy	(360) 753-4604
Walla Walla County	WA	\$17,524	2003-AP-BX-0573	Romine, Jim	(509) 527-3271
Whatcom County	WA	\$51,517	2003-AP-BX-0547	Jones, Wendy	(360) 676-6848 x50493
		\$3,627,398			
County of Brown	WI	\$42,083	2003-AP-BX-0487	Hein, Donald	(920) 448-4207
County of Calumet	WI	\$2,462	2003-AP-BX-0574	Pagel, Gerald	(920) 849-1495
County of Columbia	WI	\$1,368	2003-AP-BX-0290	Kjorlie, Brian	(608) 742-6476

County of Dane	WI	\$44,121	2003-AP-BX-0617	Kesterson, Kevin	(608) 266-5758
County of Fond du Lac	WI	\$4,310	2003-AP-BX-0662	Pucker, Gary	(920) 929-3372
County of Jefferson	WI	\$12,554	2003-AP-BX-0601	Milbrath, Paul	(920) 674-7330
County of Kenosha	WI	\$72,166	2003-AP-BX-0489	Beth, David	(262) 605-5101
County of LaCrosse	WI	\$10,211	2003-AP-BX-0176	Daggett, Doris	(608) 785-9629
County of Lafayette	WI	\$1,152	2003-AP-BX-0651	Pedley, Scott	(608) 776-4870
County of Manitowoc	WI	\$9,040	2003-AP-BX-0762	Welnicke, Larry	(920) 683-4339
County of Milwaukee	WI	\$115,415	2003-AP-BX-0115	Feiten, Jerianne	(414) 226-7059
County of Outagamie	WI	\$34,772	2003-AP-BX-0152	Gehring, Bradley	(920) 832-5609
County of Racine	WI	\$13,335	2003-AP-BX-0258	Carlson, Bob	(262) 636-3693
County of Richland	WI	\$1,651	2003-AP-BX-0222	Berglin, Darrell	(608) 647-2106
County of Rock	WI	\$20,333	2003-AP-BX-0518	Runaas, Eric	(608) 757-7948
County of Sauk	WI	\$5,936	2003-AP-BX-0552	Mccutchin, Toni	(608) 355-4460
County of Sheboygan	WI	\$21,393	2003-AP-BX-0569	Helmke, Mike	(920) 459-3509
County of Taylor	WI	\$1,846	2003-AP-BX-0588	Daniels, Bruce	(715) 748-2200 x223
County of Walworth	WI	\$23,958	2003-AP-BX-0463	Schmitz, Michael	(262) 741-4510
County of Waukesha	WI	\$37,764	2003-AP-BX-0456	Koth, Thomas	(262) 548-7164
County of Waushara	WI	\$3,411	2003-AP-BX-0374	Peterson, David	(920) 787-0475
County of Wood	WI	\$1,247	2003-AP-BX-0742	Rapp, Randall	(715) 421-8715
Green County	WI	\$7,563	2003-AP-BX-0216	campbell, rick	(608) 328-9575
Ozaukee County	WI	\$11,475	2003-AP-BX-0608	Ebert, Jerry	(262) 238-8438
Portage County	WI	\$2,655	2003-AP-BX-0756	Hansen, Evan	(715) 346-1471
Sawyer County	WI	\$1,532	2003-AP-BX-0571	Barthel, Kurt	(715) 634-9120 x220
Shawano County	WI	\$3,059	2003-AP-BX-0474	Bistoff, Sandy	(715) 526-7954
State of Wisconsin	WI	\$2,464,276	2003-AP-BX-0070	Smith, Brigitte	(608) 240-5198
Waupaca County	WI	\$578	2003-AP-BX-0088	Kraeger, Allen	(715) 258-4466 x4502
Winnebago County	WI	\$10,461	2003-AP-BX-0015	Rhoades, Bruce	(920) 236-4939
		\$2,982,127			
State of West Virginia	WV	\$5,607	2003-AP-BX-0163	Roach, Sarah	(304) 558-2036 x42
State of Wyoming	WY	\$108,874	2003-AP-BX-0607	Stata, Patrick	(307) 777-6516
		\$239,999,996	Grand Total		

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FIELD OPERATIONS**DIRECTOR: LARRY HAUGSNESS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of grant award in the amount of \$260,200 from the United States Environmental Protection Agency to the City of Las Vegas for Sewer Rehabilitation (\$212,973 - City contribution - Enterprise Fund) - Wards 1 and 3 (Moncrief and Reese)

Fiscal Impact☐**No Impact****Amount: \$212,973**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Enterprise Fund****PURPOSE/BACKGROUND:**

The US EPA grant (CFDA 66.606) award will allow for sewer rehabilitation work to be completed in conjunction with the City's dust control alley paving projects in the downtown area. The grant requires the City to match funds of \$212,973, which has been programmed into the Sanitation Enterprise Fund portion of the projects.

RECOMMENDATION:

City Council approve the grant award

BACKUP DOCUMENTATION:

Grant Award Letter

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

COPY



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street
San Francisco, CA 94105

OCT 02 2003

Certified Mail -Return Receipt

Larry Haugsness
Director of Fields Operations
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

Re: Grant ID # XP-97966701-0
Water Infrastructure - City of Las Vegas Sewer Rehabilitation Project

Dear Mr. Haugsness:

The United States Environmental Protection Agency (EPA) is pleased to approve the program described in the enclosed agreement. **If you wish to accept this offer, please sign and date both enclosed agreements and return one signed original to the Grants Management Office, PMD-7, within three weeks.** The agreement which is marked *Recipient's Copy* should be retained for your records.

Please read the enclosed Agreement and the conditions prior to your acceptance. If you or your staff have any questions of a programmatic nature, please contact your EPA Project Officer. Questions relating to administrative or fiscal matters should be directed to your EPA Grant Specialist.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alexis Strauss", is written above the typed name.

Alexis Strauss
Director
Water Division

Enclosures

cc: Steve Ford, CLV (w/attach)
Mark Vincent, CLV (w/attach)

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

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

Fiscal Impact☐**No Impact****Amount: \$59,192,982.05**☒**Budget Funds Available****Dept./Division: Accounting Operations**☐**Augmentation Required****Funding Source: All Funds****PURPOSE/BACKGROUND:**

In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:**BACKUP DOCUMENTATION:**

Summary of cash expenditures for the period 10/01/03 - 10/15/03

Total Services and Materials Checks	\$	8,305,459.03
Total Payroll Checks	\$	5,703,303.69
Total Wire Transfers	\$	45,184,218.43

MOTION:**REESE – APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club**Items 30 & 48: STRICKEN** under separate action (see individual items)**MINUTES:**

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

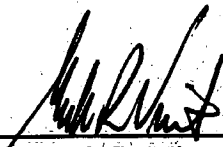
Summary of Cash Expenditures

For period of 10/01/03 - 10/15/03

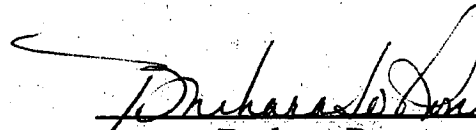
Total Services & Materials Checks :	\$8,305,459.93
Total Payroll Checks:	\$5,703,303.69
Total Wire Transfers:	\$45,184,218.43

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.

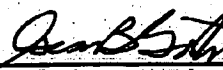


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On November 5, 2003, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval to allocate \$1,820,000 in additional funding to the West Service Center Records (WCS) Storage Facility Capital Project (\$1,820,000 - Sanitation Enterprise Fund) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$1,820,000**☐**Budget Funds Available****Dept./Division: Finance and Business Services**☒**Augmentation Required****Funding Source: Sanitation Enterprise Fund****PURPOSE/BACKGROUND:**

The size of the WSC Records Storage Facility has been increased from 10,000 square feet to 25,000 square feet to accommodate sanitation records storage requirements. The increased funding will be made available through a transfer from the Sanitation Enterprise Fund.

RECOMMENDATION:

That the City Council approve the allocation of additional funding to the WSC Records Storage Facility Project in the amount of \$1,820,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and approval by the Nevada Gaming Commission, From: JRG Enterprises, Jeffrey R. Glouner, Dir, Pres, Secy, Treas, 100%, To: Vision Ventures, Inc., dba Coyotes West, 1750 South Rainbow Boulevard, Suites 6-8, Scott C. Robbins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

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

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations and approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILWOMAN McDONALD disclosed that she would be voting on Items 7, 9, 10, and 11, even though she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for the aforementioned items. She has not discussed these items with Station Casinos, nor will her affiliation impact her judgment. Moreover, she has discussed this disclosure with the City Attorney, as these items will have no material impact on Station Casinos.

MINUTES:

There was no further discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Westcliff Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 8450 Westcliff Drive, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, Mmbr, 9% - Ward 2 (L.B. McDonald)

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

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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - UNANIMOUS with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48:

STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Valley View Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 3540 West Sahara Avenue, Suite E-1, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, 9% - Ward 1 (Moncrief)

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

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

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILWOMAN McDONALD disclosed that she would be voting on Items 7, 9, 10, and 11, even though she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for the aforementioned items. She has not discussed these items with Station Casinos, nor will her affiliation impact her judgment. Moreover, she has discussed this disclosure with the City Attorney, as these items will have no material impact on Station Casinos.

MINUTES:

There was no further discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a new Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Haresh P. Advani, dba 7-Eleven Food Store #29666B, 5700 West Charleston Boulevard, Haresh P. Advani, 100% - Ward 1 (Moncrief)

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

Approval of a new Restricted Gaming License for 5 slots

RECOMMENDATION:

Recommend approval subject to approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILWOMAN McDONALD disclosed that she would be voting on Items 7, 9, 10, and 11, even though she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for the aforementioned items. She has not discussed these items with Station Casinos, nor will her affiliation impact her judgment. Moreover, she has discussed this disclosure with the City Attorney, as these items will have no material impact on Station Casinos.

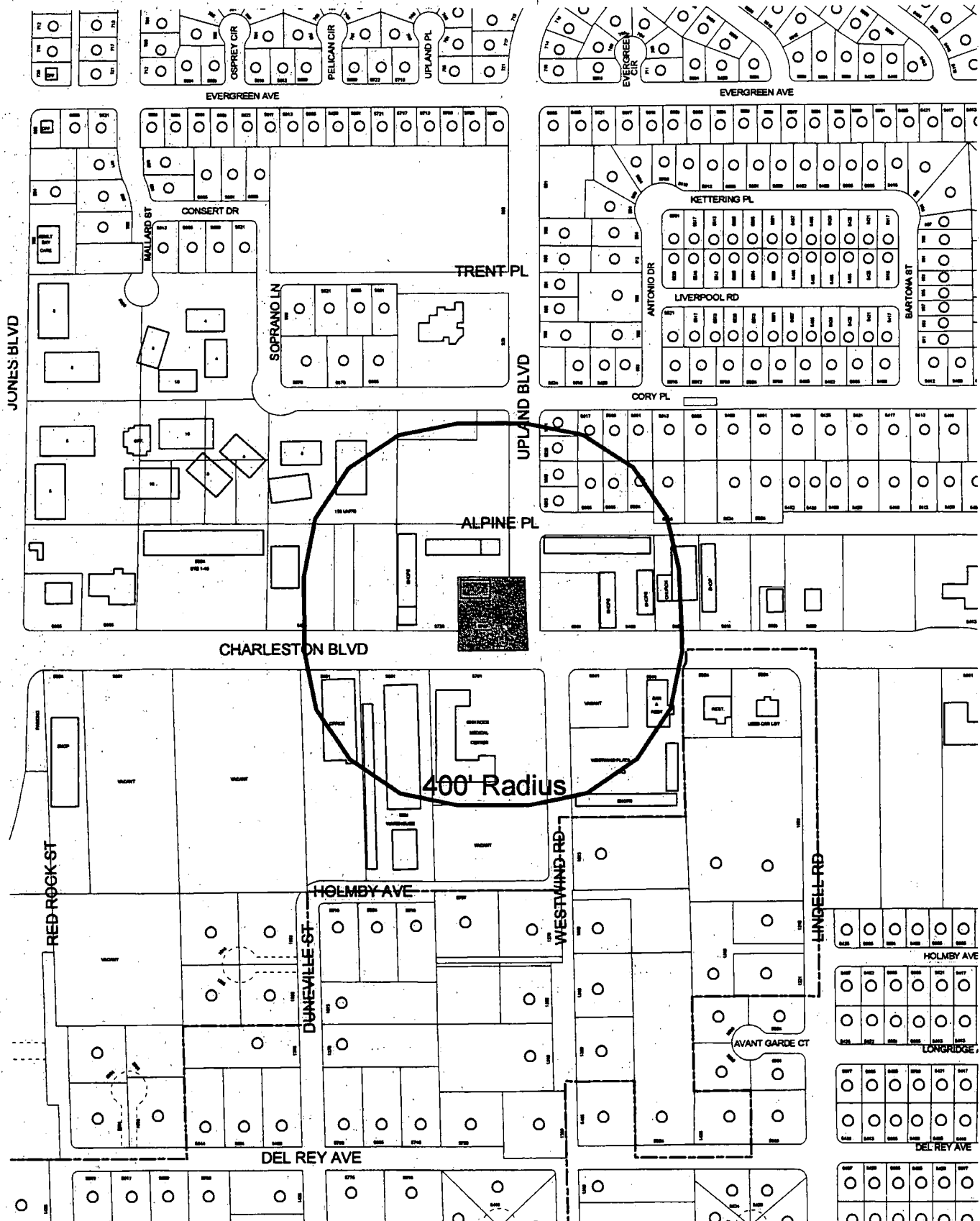
MINUTES:

There was no further discussion.

(9:37 – 9:40)

1-1006

7-Eleven Food Store #29666B



0 200 400 Feet

10



City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a new Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)

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

Approval of a new Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots

RECOMMENDATION:

Recommend approval subject to review on March 3, 2004 in conjunction with the Beer/Wine/Cooler Off-sale License review for Oakey Discount Market

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILWOMAN McDONALD disclosed that she would be voting on Items 7, 9, 10, and 11, even though she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for the aforementioned items. She has not discussed these items with Station Casinos, nor will her affiliation impact her judgment. Moreover, she has discussed this disclosure with the City Attorney, as these items will have no material impact on Station Casinos.

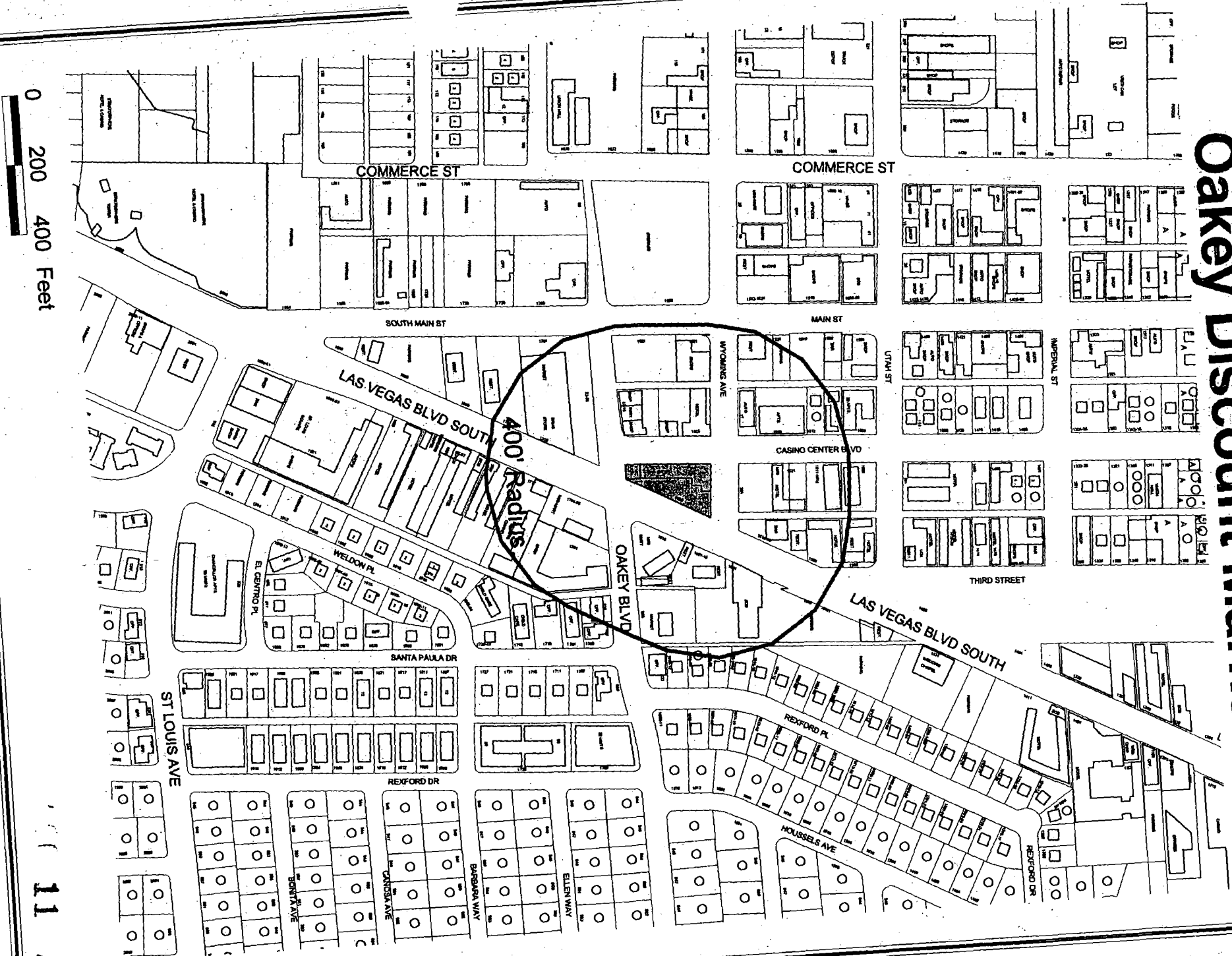
MINUTES:

There was no further discussion.

(9:37 – 9:40)

1-1006

Oakey Discount Market



City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Martial Arts Instruction Business License, Shaolin Kung Fu, LLC, dba Shaolin Kung Fu, 3116 North Rainbow Boulevard, Rebecca A. P. Kern, Mmbr, 50%, Tyson J. Kern, Mgr, 50% - Ward 6 (Mack)

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

Approval of a new Martial Arts Instruction Business License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

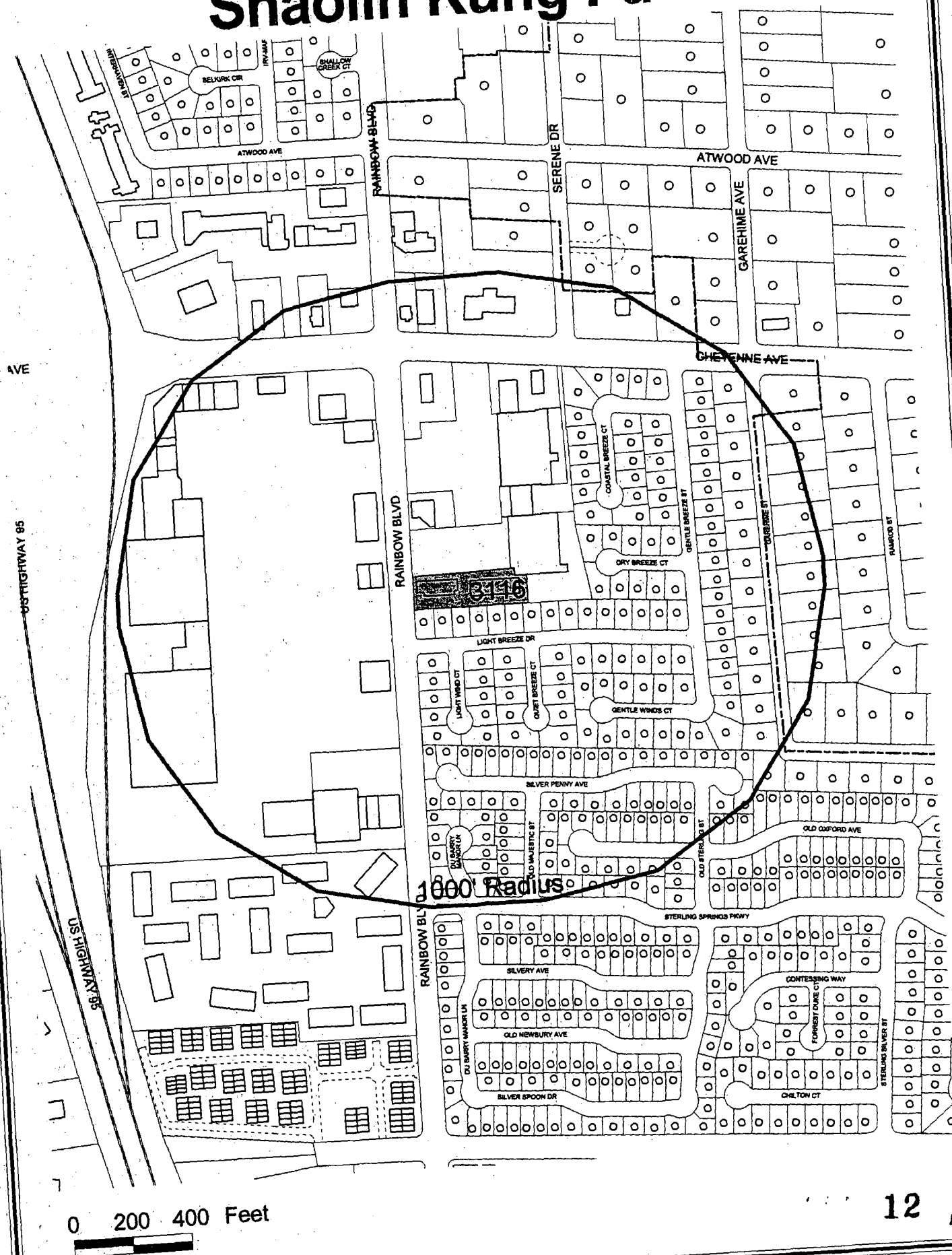
MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

Shaolin Kung Fu



City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Massage Establishment subject to the provisions of the fire codes, Kaiser & Associates, Inc., dba Mosaic Salon and Spa, 8320 West Sahara Avenue, Suites 110, 120 and 130, Thomas E. Kaiser, Jr., Dir, Pres, Treas, 50%, Michelle S. Kaiser, Secy, 50% - Ward 1 (Moncrief)

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

Approval of a new Massage Establishment

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

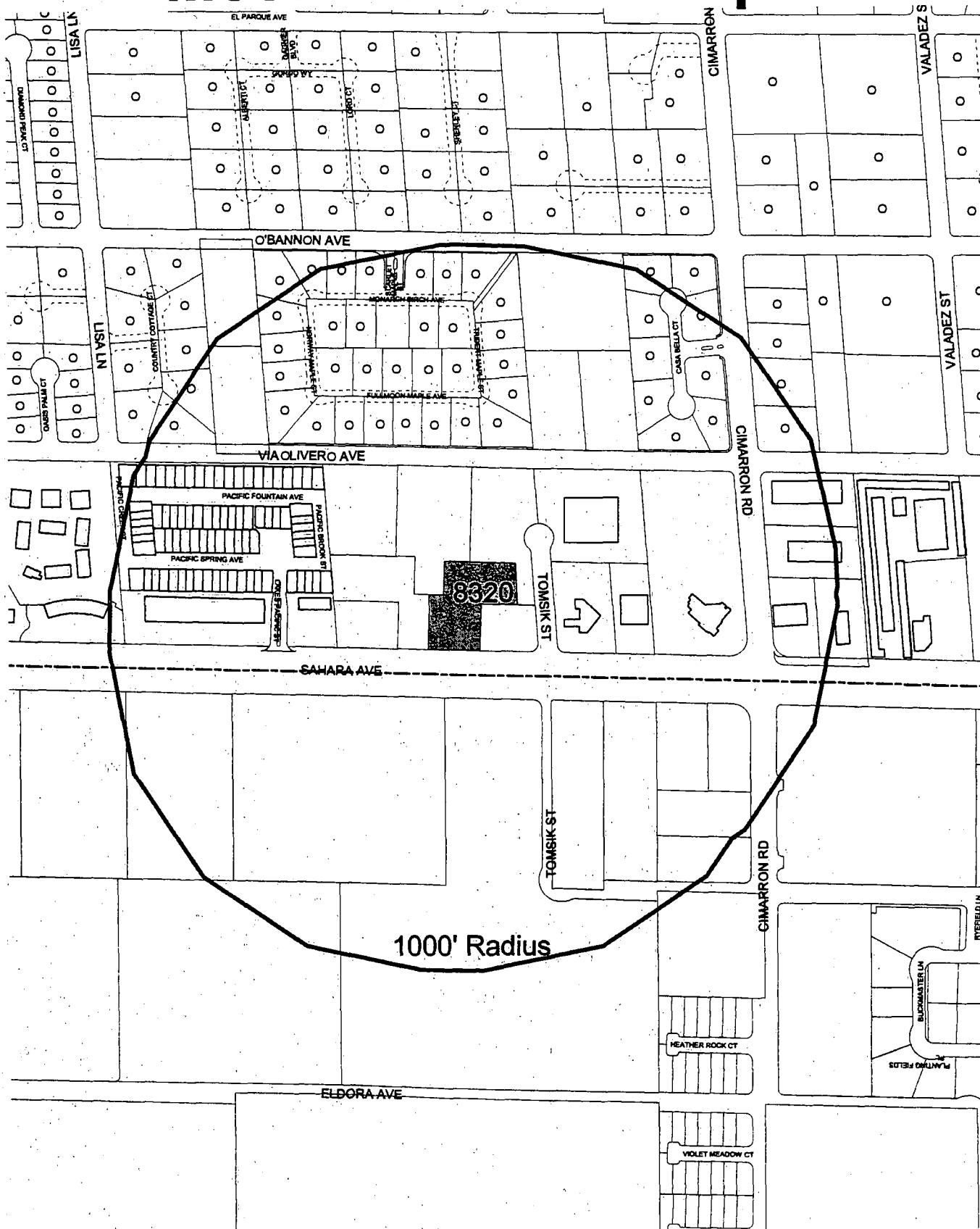
MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

Mosaic Salon and Spa



0 200 400 Feet

13



City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Class II Secondhand Dealer License and Auctioneer License, David J. Balsom, dba Auction World, 4535 West Sahara Avenue, Suite 114, David J. Balsom, 100% - Ward 1 (Moncrief)

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

Approval of a new Class II Secondhand Dealer License and Auctioneer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – UNANIMOUS with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

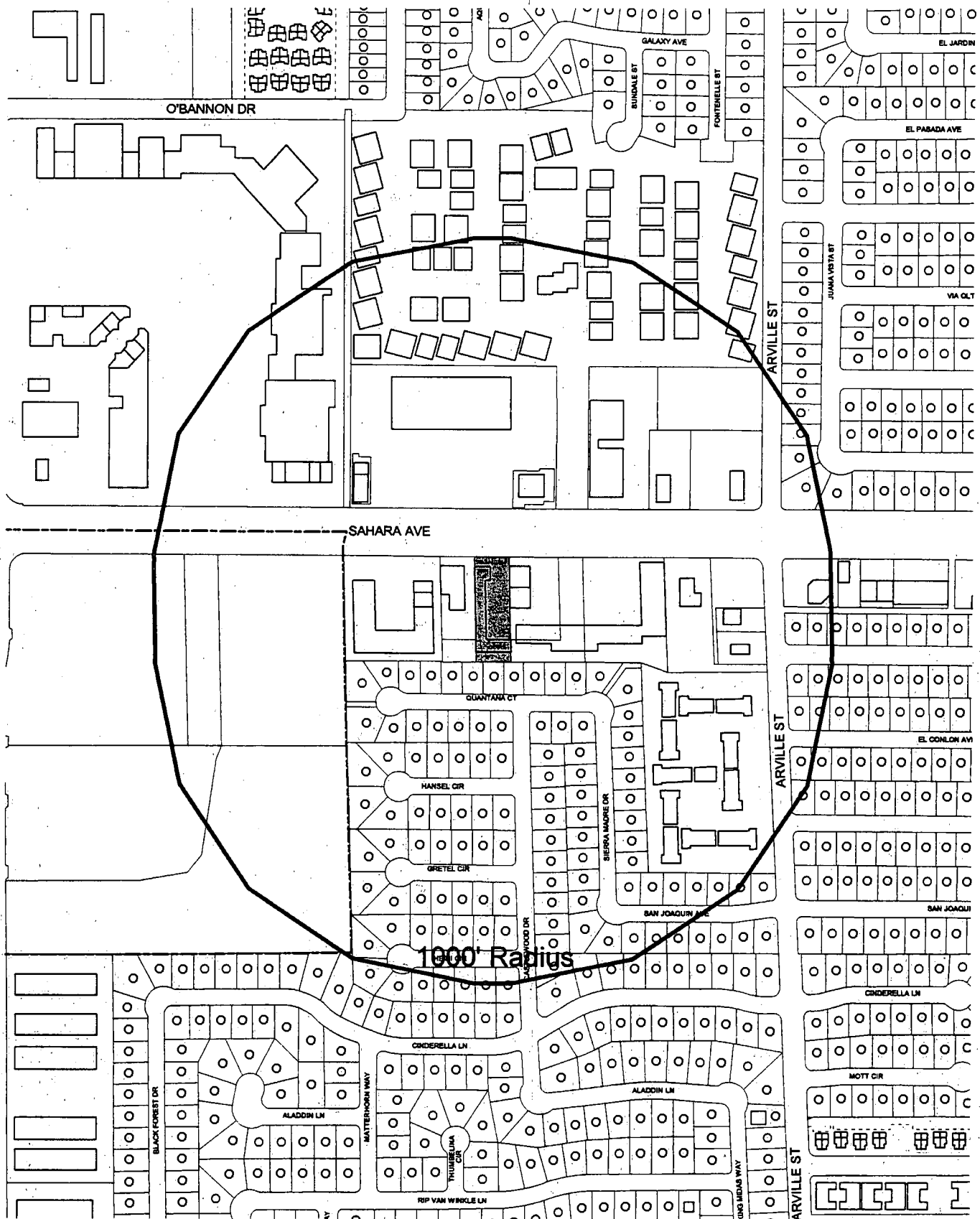
MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

Auction World



0 200 400 Feet



14



City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of revision number two to purchase order 215525 for Microcomputer Systems, Equipment and Software - Department of Information Technologies - Award to: TECHNOLOGY INTEGRATION GROUP (\$300,000 - Various Funds)

Fiscal Impact☐**No Impact****Amount: \$300,000**☒**Budget Funds Available****Dept./Division: Information Technologies**☐**Augmentation Required****Funding Source: Various Funds****PURPOSE/BACKGROUND:**

On May 15, 2002, City Council approved the use of Clark County Bid 4064-97 to purchase microcomputer systems, equipment and software in the estimated amount of \$450,000. On June 4, 2003, the Purchasing Manager authorized an extension through December 15, 2003 under R-145-2001. These funds will provide for additional installations to City of Las Vegas Fire and Detention vehicles as well as North Las Vegas and Clark County vehicles. North Las Vegas and Clark County will each reimburse the City in the estimated amount of \$150,000.

PCC: K. Falline

POC: Tammy Wing - (702) 222-0152

RECOMMENDATION:

That the City Council approve the issuance of revision number two to purchase order 215525 to Technology Integration Group to add an additional \$300,000, for a revised total estimated amount of \$750,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Contract No. 030352-LW, ROAM-IT Software and Support and Maintenance - Department of Fire and Rescue - Award recommended to: ROAM-IT, INC. (\$175,000 - Capital Projects Fund)

Fiscal Impact☐**No Impact****Amount: \$175,000**☒**Budget Funds Available****Dept./Division: Fire and Rescue**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

This contract provides for the project development, purchase and maintenance of ROAM-IT, Inc. pen-based computer software to enable emergency response patient reporting and transport notification of patient condition to destination hospitals for the Department of Fire and Rescue.

This request is exempt from competitive bidding procedures pursuant to NRS 332.115.1(h), software for computers.

PCC: L. Wheeler

POC: Doug Key - (760) 274-2400

RECOMMENDATION:

That the City Council approve award of Contract No. 030352-LW, ROAM-IT Software and Support and Maintenance in the amount of \$175,000. Authority to execute contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

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RAMPART CST Implementation

Contract No. 030352

CONTRACT RAMPART EMS Clinical Support System

THIS CONTRACT is being entered into this 5 day of November, 2003, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and ROAM-IT (the "Company"), a Delaware Corporation, having its principal office at 322 Encinitas Blvd., Encinitas, California, 92024

SECTION A – Agreement Description

This Contract provides for the following: (i) Issuance of a license to use the RAMPART CST Software and accompanying software licenses for the term of this Agreement, (ii) the installation of the RAMPART CST Software on the computer hardware designated by the City, if so requested by the City, (iii) the customization of the RAMPART CST Software to meet the unique needs and specifications of the City, and (iv) and the training of designated City employees in the use of the RAMPART CST Software. Pursuant to the provisions of this Agreement, the Company agrees to provide the necessary software which will allow the City's current software programs, to wit: TriTech and SunPro, to interface with the RAMPART CST Software in the manner designated under this Contract. The RAMPART CST Software will also interface with the City's service provider for patient billing.

This Contract also provides for the support and maintenance by the Company of the RAMPART CST Software, TriTech Interface Software, SunPro Interface Software, CDMA Interface Software and the Patient Billing Interface Software.

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 Deliverable received in their current form is satisfactory to the City and meeting the terms of the Contract.
- (b) "Award Date" means the date the Contract is approved by the City Council which date is entered into the first paragraph of this Contract.
- (c) "Bug" means an unwanted and unintended property of a software program, especially one that causes it to malfunction.
- (d) "CAD" means computer aided dispatch.
- (e) "CDMA" means code division multiple access connectivity.
- (f) "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (g) "Contract" means this document consisting of Sections A through E which is binding and effective only upon execution by the City.
- (j) "CST" means clinical support tool.
- (k) "Days" means calendar days unless otherwise specifically noted.

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- (l) **"Deliverable"** means the report, drawings, documentation, specifications or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (m) **"ECG or EKG"** means electrocardiograph, an instrument used in the detection and diagnosis of heart abnormalities that measures electrical potentials on the body surface and generates a record of the electrical currents associated with heart muscle activity.
- (n) **"EMS"** means emergency medical services provided by the City.
- (o) **"Interface"** means a software program that allows communication between the RAMPART CST Software and other software programs of the City.
- (p) **"Key Personnel"** means the personnel considered to be of primary importance to the success of the Project and who contribute to the development or execution of the Project in a substantive way.
- (q) **"ODBC"** means open database connectivity.
- (r) **"On-site"** means to be held at facilities of the City.
- (s) **"Patches"** means a piece of code added to software in order to fix a Bug, especially as a temporary correction between two releases.
- (t) **"Performance Period"** means the contracted date(s) of performance.
- (u) **"PCR"** means the patient care record generated by the RAMPART CST Software and consisting of legal medical records resulting from data entry.
- (v) **"Physio Products" or "Physio-Control"** means the defibrillators provided by Medtronic Corporation and used by the City.
- (w) **"Pre-production"** means the phase of the Project whereby preliminary arrangements concerning methodology, personnel and project approach are made at the inception of the Project.
- (x) **"Professional Services"** means the services not otherwise specifically addressed herein which are to be provided by the Company at the request of the City and billed at an hourly rate.
- (y) **"Project"** means the description of the services described under Section C (Statement of Work) of this Contract.
- (z) **"Project Manager"** means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- (aa) **"Project Plan"** means the comprehensive written report of the proposed course of action, including the methods to be used for the accomplishment of an individual objective of the Contract.
- (bb) **"Resource Allocation Schedule"** means the comprehensive written report of the resources that will be utilized by the Company to accomplish an individual project task.
- (cc) **"Service"** means obligations required to be performed by the Company including, but not necessarily limited to, providing software, software support and maintenance, training and other professional services.
- (dd) **"Software License"** means the right to use the current version of the software developed and/or provided by Company to the City under this Contract.

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- (ee) *"SunPro"* means the proprietary electronic record keeping software provided by Aether Systems, Inc. and used by the City.
- (ff) *"TBD"* means "to be determined."
- (gg) *"TCP/IP"* means Transmission Control Protocol/Internet Protocol, a set of protocols (including TCP) developed for the internet to get data from one network device to another.
- (hh) *"Total System Final Implementation"* means the point in time that the RAMPART CST Software, TriTech Interface Software, SunPro Interface Software and, if applicable, the Patient Billing Interface Software are fully functional and operational to the full extent of the Contract.
- (ii) *"Train the Trainer"* means the Company provided training specifically intended for the City personnel directly responsible for teaching the general workforce of the City in RAMPART™ CST use.
- (jj) *"TriTech"* means the CAD software provided by TriTech, Inc. and used by the City.
- (kk) *"Upgrades"* means a software program that provides added enhancements over an earlier version.
- (ll) *"Versions"* means one of a sequence of copies of a program, each incorporating new modifications.
- (mm) *"VMS"* means VisiCAD Message Switch consisting of VisiCAD, the Dispatch computer software program, and the message switch which is the interface program linking the dispatch computer to the mobile data terminals.
- (nn) *"24/7"* means twenty-four (24) hours per day, seven (7) days per week, including holidays.

B-2 Grant of Software Licenses

The Company hereby grants to the City a non-exclusive license to use the RAMPARTS CST Software, TriTech Interface Software, SunPro Interface Software and, if applicable, the client billing interface software which shall be irrevocable for the term of this Agreement

B-3 Price for Software Pre-Production, Customization, Installation and Evaluation Services

The Company shall provide the services described in Paragraph C-2 (Software Pre-Production, Customization, Installation, Interface and Evaluation Services), except for the services set forth in Paragraph C-2(d) at the following price:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item 1	Pre-Productions, Customization Installation and Evaluation Services	1	\$50,000.00	\$50,000.00
	TOTAL:			\$50,000.00

- (a) The price stated above is a one-time charge.

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- (b) The price set forth herein will be invoiced pursuant to Paragraph B-13 (Invoices) as follows: \$25,000 upon acceptance by the City of the Company's Resource Allocation Plan and Project Plan, and \$25,000 upon acceptance of the City of the Total System Final Integration.

B-4 Price for Training Services

The Company shall provide the services described in Paragraph C-2 (Training Services) at the following price:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1a	On-Site Training	10 days	\$1,300.00	\$13,000.00

- (a) For purposes of this Section, "Day" means an eight (8) hour workday.
- (b) The Training Services shall be scheduled at a mutually agreeable time with the Project Manager.
- (c) Prior to providing the Training Services, The Company shall provide one hard copy of any and all instructions, user manuals, or other support documentation for Company's Software Program to be retained by each scheduled trainee. The Company hereby grants the City the right to copy, reproduce, and distribute the training materials, without limitation, to City employees or others so involved in the use and operation of the software described in Section C (Statement of Work).
- (d) The City has the option to purchase the Training Services at the above stated prices for two years from the Award Date. Subsequent to this period, and for the remaining term of this Contract, the Company may increase the prices up to three-percent (3%) per year for each one (1) year period if substantiated by a recognized economic indicator and approved by the City. The Company shall provide written notice of a proposed price increase to the City at least sixty (60) days in advance of the beginning of an option period. Failure to request the City's approval of a price increase within the sixty (60) day period will result in the new option year being priced the same as the previous year.
- (e) The price set forth herein will be invoiced pursuant to Paragraph B-13 (Invoices) and paid upon completion of the training services set forth in Paragraph C-4 (Training Services).

B-5 Prices for Software Interface Services

- (a) The Company shall provide the interface services described in Paragraph C-3 (Software Interface Services) at the following prices:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1b	TnTech Interface	1 ea.	\$ 4,000.00	\$ 4,000.00
2b	SunPro Interface	1 ea.	\$14,550.00	\$14,550.00
3b	Billing Interface (if required)	1 ea.	\$ 4,000.00	\$ 4,000.00
4b	CDMA Interface	1 ea.	No Charge	No Charge
TOTAL:				\$22,550.00

- (b) The prices stated above are one-time charges.
- (c) The City and Company agree that the prices set forth above are an estimate based on general industry standards for billing interfaces. If the complexity of the work deviates from, or is beyond,

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the reasonably anticipated scope of work for the average billing interface, such adjustments will be made in writing by the City and Company prior to initiation of work.

- (d) The prices set forth herein will be invoiced pursuant to Paragraph B-13 (Invoices) upon completion of the interface services set forth in Paragraph C-3 (Software Interface Services).

B-6 Prices for Special Licenses

- (a) The Company shall provide Physio-Control Interface Licensing for the following prices:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1c	Physio-Control Mobile Interface License	TBD	\$ 395.00	TBD
2c	Physio-Control Server License	1 ea.	\$4,000.00	\$4,000.00

- (b) The prices stated above are one-time charges.
- (c) The prices set forth herein will be invoiced pursuant to Paragraph B-13 (Invoices) upon receipt of an invoice by the Company from the licensor.

B-7 Prices for Software Support and Maintenance Services

- (a) The Company shall provide support and maintenance services described in Paragraph C-5 (Software Support and Maintenance Services) for the Software described below for the following prices:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1d	SunPro Interface Support and Maintenance	1 year	\$1,750.00	\$1,750.00
2d	Physio Control Interface Support and Maintenance	1 year	No Charge	No Charge
3d	TriTech Interface Support and Maintenance	1 year	No Charge	No Charge

TOTAL: \$1,750.00

- (b) The City will have the option of extending the performance of interfacing software support and maintenance services described in Paragraph C-5 (Software Support and Maintenance) at the above prices, for up to four (4) one-year periods. The City shall exercise the option by providing the Company with written notice thirty (30) days prior to expiration of this Contract. Exercise of any one-year option period does not commit the City to exercise further options.
- (c) The price set forth herein will be invoiced pursuant to Paragraph B-13 (Invoices) upon completion and acceptance of the Total System Final Implementation and billed annually thereafter.

B-8 Prices for Additional Professional Services

- (a) For all other services not provided for specifically herein, the Company shall bill the City at the following rates:

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<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
1e	Customized Software Design and Development	\$150.00 per hr.
(b)	All additional professional services must be authorized in writing by the Project Manager prior to commencement of such services.	
(c)	Additional professional services will be invoiced pursuant to Paragraph B-13 (Invoices) and paid within 30 days of receipt of the invoice by the City.	

B-9 Prices for Software Licenses

- (a) The Company shall provide the following Software Licenses at the prices described below:

<u>Item No.</u>	<u>Description</u>	<u>No. of PCR Reports</u>	<u>Unit Price</u>	<u>Total Price</u>
1f	Rampart CST Software License – Year One (1)	Unlimited	N/A	\$50,000.00
2f	Rampart CST Software License – Year Two (2)	TBD	\$1.05/per PCR	TBD
3f	Rampart CST Software License – Year Three (3)	TBD	\$1.10/per PCR	TBD
4f	Rampart CST Software License – Year Four (4)	TBD	\$1.15/per PCR	TBD
5f	Rampart CST Software License – Year Five (5)	TBD	\$1.20/per PCR	TBD
(b)	The price for the Rampart CST Software license includes payment for the licenses of the TriTech Interface Software, SunPro Interface Software and, if required, the Patient Billing Interface Software.			
(c)	The Company shall provide the first year Software License without a limit as to the actual number of PCR transactions during this period, at the fixed price as set forth in (a) (1f) above.			
(d)	The price set forth in (a) (1f) above will be invoiced pursuant to Paragraph B-13 (Invoices) as follows: \$25,000 upon acceptance by the City of the Company's Resource Allocation Plan and Project Plan, and \$25,000 upon acceptance of the City of the Total System Final Integration.			
(e)	The Company shall provide, at no cost to the City, all the necessary and required Software Licenses during project design, development, implementation and training phases prior to Total System Final Implementation and Project Acceptance by the City.			
(f)	Year One (1) Software Licenses, (a), Item No. 1f, above, shall commence upon Total System Final Implementation and project Acceptance by the City.			
(g)	Software Licenses shall include all support and maintenance services described in Paragraph C-4 (Software Support and Maintenance) at no additional charge.			
(h)	Software Licenses shall include license for all mobile and fixed location (e.g. administrative) City locations.			

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- (i) Upon completion of the first year, the City will have the option of extending the performance of the Annual Software License for up to four (4) one-year periods and at the prices set forth in B-9 Prices/Costs "Software Licenses" (a), above. The option shall be exercised by the City providing the Company with written notice at any time prior to expiration of this Contract. Exercise of a one-year option period does not commit the City to exercise further options.
- (j) The prices set forth above for the Rampart CST Software License for any of the exercised option years will be invoiced, pursuant to Paragraph B-13 (Invoices) on a monthly based updated number of PCR transactions occurring for the previous month.

B-10 Reimbursement of Travel Expenses

The City agrees to reimburse the Company for reasonable travel expenses for such services requiring travel to Las Vegas, Nevada, 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. The 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-11 FOB Point

The Company shall deliver all software and other deliverables FOB Las Vegas.

B-12 Invoice Schedule [Intentionally Omitted]

B-13 Invoices

- (a) In accordance with the schedule set forth in Paragraph B-12 (Invoice Schedule), the Company shall submit a monthly invoice to the City for the previous month's charges for services rendered. The invoice should identify the performance dates covered, the Contract services against which charges are made, the date of the invoice, and should reference the associated 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 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

C-1 General Scope of Services:

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The Company shall provide the necessary software and the software licenses, software customization, software installation, training, support and maintenance required for implementation of the RAMPART EMS Clinical Support System and such additional professional services as may be requested by the City.

C-2 Software Pre-Production, Customization, Installation and Evaluation Services

- (a) **General Requirements.** During the term of this Contract, the Company shall make bi-weekly written progress reports to the Project Manager. The reports shall contain at a minimum the following information: (i) a description of the work performed during the covered time period, (ii) a description of the projected work during the upcoming period, (iii) status updates regarding delivery times of software, interfaces or other deliverables, (iv) discussion of potential problems affecting the project, and (v) comments or suggestions designed to improve the completion of the Contract. Each report shall describe the Company's activities by reference to the individual phases and tasks contained in SECTION C (Statement of Work). The reports shall continue until the Company achieves Total System Final Implementation and Acceptance by the City.
- (b) **Pre-production Services.** Immediately after the Award Date, the Company shall provide the following pre-production services: (i) Designate the Company Representative who shall be responsible for general oversight, assignment of Company resources, project scheduling and clarification of project requirements, (ii) designate the Key Personnel who will be specifically assigned to individual phases and contractual obligations of the Project, (iii) develop the Resource Allocation Schedule, (iv) develop the Project Plan, (v) schedule the project commencement meeting, (vi) develop a schedule of status meetings throughout the Project, (vii) develop a survey assessing City infrastructure as it relates to the Project, and (viii) develop a survey addressing all information required of the City for the implementation and continued progression of the Project.

Within thirty (30) Days of the Award Date, the Company shall deliver in writing the following Deliverables to the Project Manager: (i) Designation of Company Representative, (ii) designation of Key Personnel, (iii) Resource Allocation Schedule, (iv) Project Plan, (v) Project status meetings schedule, and (vi) Software Interface Development Plan, which Deliverables are subject to acceptance by the City. The City will not unreasonably withhold acceptance of the Deliverables.

- (c) **Software Customization and Installation Services.** Within one hundred twenty 120 days of the Award Date, the Company shall provide and, if so requested by the City, install the Rampart CST Software on the computer hardware designated by the City. The Rampart CST Software shall operate and function in the manner set forth in Attachment 1 "RAMPARTS CST FEATURES AND FUNCTIONALITY" attached hereto and incorporated herein.

The Rampart CST Software shall also provide or, if necessary, be modified to provide the following general capabilities: (i) Interface from CAD software into EMS software, (ii) provide in the field documentation real-time (iii) with City provided infrastructure and hardware, provide printed reports at the hospital and at patient delivery, (iv) provide an automated billing links (Interface), (v) with City provided infrastructure, provide real-time patient care printing at the various hospital locations, (vi) provide query tools whereby reports can be viewed on a computer screen, distributed via email, and/or converted to other formats to be determined, (vii) provide a connection (via ODBC etc.) to do in-house reporting for any requests from City governing local Medical Jurisdictions, (viii) provide an integrated interface into the Aether RMS ultimately creating integrated Incident call information within a single incident, (ix) provide EKG integration into the report from Physio Products (Lifepak), (x) provide integration into other various medical devices such as digital cameras, ECG monitors (Physio-Control products), AED's (live video feed), (xi) to be loaded and operate off a desktop PC with the "mouse" handling the "Pen" tasks, (xii) operate a "multiple window" environment to support concurrent functions, (xiii) spell check, (xiv) move cursor forward and backward within a data field without having to re-type, (xv) page up and page

down within a record or list of records, (xvi) scroll up and down within a record or list of records, (xvii) advise users of errors with a clear concise message, (xviii) populate appropriate tables and files with initial data entry (ENTER DATA ONCE), and (ixx) store data table and patient information locally, and "Send" data packets down stream.

The Rampart CST Software shall also have the following input and output capabilities: (i) Create a "shell" of a patient record and store the passed dispatch information into the software via the VMS, (ii) create ad-hoc reports and system reports using a report writer, (iii) schedule reports to run in batch mode with (user and system defined) predetermined frequency, (iv) manually direct inquiry results to any network printer, (v) manually re-route print requests to another printer, and (vi) create an external file for exporting purposes, which will be accessible through a billing interface.

The Company shall provide the following security requirements within the Project: (i) All information is to be compressed & encrypted, (ii) all information is to be encrypted and password protected prior to transmission, (iii) incorporation of Windows® NT 2000 security criteria requiring a valid username and password, (iv) unique machine IP addresses (terminal ID) to identify the source of messages and allow individual addressing to further minimize access to network resources (TCP/IP), (v) call locking upon completion of the PCR, and (vi) ability to send call information from RAMPART CST Software to local area network.

The Company shall modify the templates of the RAMPART CST Software to the specifications of the City including, but not limited to, addressing the following: (i) Patient Information, (ii) procedures, (iii) administered treatments, (iv) protocols, (v) transport, (vi) patient assessment, and (vii) billing.

Within ninety (90) Days of the Award Date, the Company shall provide the City with the following Deliverables: (i) TrnTech Interface Software, (ii) SunPro Interface Software, (iii) Billing Interface Software (if applicable), (iv) modification of the templates of the RAMPART CST Software, (v) CDMA Interface connectivity, (vi) supplemental designs (as requested by the City), (vi) reports/administration console design, and (vii) user Interface design and pick-list population. Such Deliverables shall be unit tested functional integrations that are available for system-wide implementation.

- (d) **Preliminary Installation and Evaluation Services.** Within fourteen (14) days of completion of the Deliverables set forth in subsection (d) of Paragraph C-2 (Software Pre-production, Customization, Installation, Interface and Evaluation Services), the Company shall provide the following: (i) Installation of RAMPART CST Software on the mobile computer units designated by the City (if so requested by the City), (ii) mobile computer unit testing, (iii) connectivity and infrastructure testing, and (iv) installation of RAMPART CST Software for administration. The Company shall complete the preliminary installation and evaluation of the Rampart CST Software no later than ten (10) days after the initiation of the installation.

Within one-hundred (100) Days of the Award Date, the Company shall complete total functional implementation of fifty (50) percent of the mobile computers units designated by the City, including a representative number of both mobile and administrative units, in preparation for pilot group adoption.

- (e) **Final Installation and Evaluation Services.** Within one hundred twenty (120) days of the Award Date, the Company shall achieve Total System Final Implementation as directed by the City.

Within ten (10) days of completion of Total System Final Implementation, the Company shall provide post-implementation review and quality assurance to include the following: (i) Assessment and verification of total functionality for Project implementation, (ii) assessment and verification of total functionality for all system interfaces, including the Tritech, SunPro, CDMA

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and, if applicable, the patient billing interfacing, and (iii) assessment and verification of City transition to Company support and maintenance.

C-3 Software Interface Services.

Within forty (40) days from the Award Date, the Company shall commence to provide the following interface services:

- (i) Develop TriTech Interface Software which provides a one-way interface from TriTech CAD to RAMPART CST Software with the following informational capabilities: (i) Call date and time, (ii) incident number from CAD, (iii) nature of the problem, (iv) address and or directions including nearest Intersection, (v) zip code, (vi) district / phantom, (vi) unit names, (vii) all unit time stamps, and (viii) call priority.
- (ii) Develop SunPro Interface Software which provides a one-way interface from RAMPART CST Software to SunPro RMS Software with the following capabilities:
 - (1) Ability to pass completed patient report information from the EMS Pen Based Reporting System software into SunPro RMS Software via Message Switch.
 - (2) Ability to pass and include the following elements to SunPro data standards, within the SunPro database:
 - i. Incident Number (in SunPro format);
 - ii. Date/Time of Call;
 - iii. Incident Type within the NFIRS standard (valid selections within SunPro);
 - iv. Fixed Property Use;
 - v. Patient Name;
 - vi. Station of the responding Unit;
 - vii. Mutual (or Auto) Aid performed;
 - viii. Action Taken (based on NFIRS 5.0 standards);
 - ix. Patient Chief Complaint Code (from a predefined code table);
 - x. Provider Impression / Assessment (from a predefined code table);
 - xi. Cause of Injury / Illness (from a predefined code table);
 - xii. Patient Narrative;
 - xiii. Unit transporting;
 - xiv. Hospital / Location transported to (from a predefined code table);
 - xv. Personnel of the unit; and
 - xvi. Report maker of the patient care record.
- (ii) Develop the Patient Billing Interface Software, if so requested by the City, allowing the one-way transfer of all information pertinent to City billing for services from RAMPART CST Software to a patient billing system or service chosen by the City. At such time that the billing vendor is identified and disclosed to the Company, the Company shall have ninety (90) days to develop the interface with City secured full cooperation of its vendor and billing software application provider.
- (iii) CDMA interface providing RAMPART CST Software with the ability to accept and transmit data to external systems via CDMA protocol, excluding development of specific interfaces to those external devices.
- (iv) Supplemental form design creating up to ten (10) supplemental forms for City field use.
- (v) Reports/Administration console design, in addition to standard reports, providing capacity for ad-hoc reporting.

- (vi) User Interface design and pick-list population providing for cosmetic and branding changes to RAMPART CST User Interface accommodating City branding, field label changes and localization.

C-4 Training Services

Within one hundred and twenty (120) Days of the Award Date, the Company shall provide the following training services:

- (i) "Train the Trainer" classes whereby City supervisory personnel shall be trained in use of RAMPART CST Software as well as how best to teach other City personnel. The Training Services will specifically include use of the Rampart CST Software, TrTech Interface Software, SunPro Interface Software and, if so requested by the City, the Patient Billing Interface Software.
- (ii) Administrative user classes which train City administrators in both the use of RAMPART CST Software, as well as issues specifically relating to their assigned job duties within the system. Such classes will specifically include administrative console, reporting console and general administrative instruction.

The Company shall provide a standard proficiency exam measuring and verifying basic system understanding and knowledge of the attendees received from the Company training. Those attendees failing to pass the basic standard proficiency exam will retake the training until successful completion.

Upon completion of the Training Services, the Company shall provide the following: (i) Certificates of completion, specifically listing what section(s) of training successfully completed, for and to each individual attendee, (ii) complete listing of all attendees, including verification that they have obtained a minimum proficiency in understanding and use of the RAMPART CST software, and (iii) training manuals and/or other material to each individual attendee for their personal use and future reference.

C-5 Software Support and Maintenance Services

During the term of this Contract, the Company shall provide software support and maintenance with respect to the Rampart CST Software, TrTech Interface Software, SunPro Interface Software, CDMA Interface Software and, if applicable, the Billing Interface Software. Such software support and maintenance shall include the following:

- (i) Telephone support via a toll-free number.
- (ii) Direct telephone support Monday through Friday, excluding City holidays, between the hours of 9:00 am and 5:00 pm (MTN).
- (iii) On call telephone support 24/7 and as not otherwise covered in (ii) above.
- (iv) On call support requests shall be addressed by the Company within fifteen (15) minutes of call placement by the City.
- (v) The company shall assess and assign a priority to all on call support requests and provide support based on the following needs and times:
 - (a) High Priority – Situations whereby the City is not able to use the product shall require immediate attention by the Company to correct the error.

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- (b) Intermediate Priority – Situations whereby the City is able to generate PCR's though non-essential functionality shall require the Company address the error by the next business day.
- (c) Low Priority – Situations whereby the City requests repair of non-essential minor problems shall require the Company to address the request within two (2) business days.

The support and maintenance service shall include the installation of the Software Patches, Upgrades and New Versions issued by the Company in connection with the software that is the subject of this Section C-4.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-6/5/02]

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

FOR THE CITY: Manager, Purchasing & Contracts
City Hall, 1st Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE COMPANY: CEO
Roam I.T.
322 Encinitas Blvd., Suite 250
Encinitas, California 92024

- (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-2 Warranty – Services

The Company warrants that all services shall be performed in full conformity with this Contract, with the skill and care which would be exercised by those who perform similar services at the time the services are performed, and in accordance with accepted industry practice. In the event of a breach of the express warranties contained herein 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 warranties.

D-3 Project Managers

- (a) The City will appoint a Project Manager to serve as the City's principal point of contact during performance of services under this Contract. The City will notify the Company in writing of the person so designated. This individual will be responsible for coordinating personnel availability, resource availability, and site access during normal working hours. Access outside normal working hours generally will only be granted in cases of emergency, such access will not be withheld unreasonably.

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- (b) The Company shall appoint a Company Representative to be responsible for overseeing and monitoring the project's coordination, schedule, and deliverables for the duration of this Contract. The Company shall notify the City in writing of the person so designated.

D-4 City Responsibilities

- (a) The City will provide working space, necessary network access, photocopier access, and telephone access (for City related business only) for the Company personnel working on City property. The City will provide site preparation, including all necessary cable and power.
- (b) The City will provide the location and all required computer equipment for Company training as described in C-3 (Training Services).
- (c) The City will provide information to the Company regarding network and workstation configurations in sufficient detail to allow the Company to provide Software Support and Maintenance to the City.
- (d) The City shall make available, in a timely manner, personnel and resources required by the Company to initiate and complete work as outlined in Section C (Statement of Work).
- (e) The City will be responsible for infrastructure and hardware (CDMA connectivity, printers, mobile computers, PC network), and include the testing of such as to enable full functionality of RAMPART CST.

D-5 Confidentiality – City Information

- (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 without the express prior written consent of the City. 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.

D-6 Software Licenses – Special Terms

- (a) The Company grants to the City of Las Vegas a perpetual, non-exclusive licenses to use Company provided Software.
- (b) The Company warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to RAMPART CST Software and all Company developed and/or provided Interfaces and software, or as licensee of all such rights from the owner thereof. All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of the RAMPART CST Software or related documentation shall be and remain that of the Company. The City will not disclose or distribute source code, executable code, or related documentation to anyone, except as otherwise provided under the Contract.

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- (c) Custom Software Licenses shall not terminate should the City decide to forego the purchase of Annual Software Support and Maintenance.
- (d) The City will not make any copies of Company provided Software, with the exception of copies for training, archive or recovery purposes. The City will not obliterate, alter, or remove any proprietary or intellectual property notices from the Company provided Software, including archive copies. The City will affix a label to each disk, reel, or other housing for the medium on which each copy is recorded setting out the same proprietary or intellectual property notices appearing on the original unit of Company provided Software, from which the copy was made.
- (e) The City will not change or modify Company provided Software without the prior written consent of the Company.
- (f) The license herein granted is personal to the City. No portion of Company provided Software nor any permitted copies thereof, may be assigned, transferred, or conveyed to any other person whatsoever without the written consent of the Company.

D-7 Escrow Agreement

The City will have the option to place all Company Software Source Code, including all current and future versions of RAMPART CST Software to which the City has a license, whether acquired through original license purchase, or acquired under Annual Software Maintenance, in Source Code Escrow. At the City's request, the Company shall provide such Source Code to a third party mutually agreed upon Escrow Company. The City shall be responsible for all costs of Escrow Services. The Terms and Conditions of the Source Code Escrow shall be mutually agreed upon by the City and Company, under general industry standards, with neither party unreasonably withholding such approval.

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 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 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).

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- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

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) 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.
- (b) The City shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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 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 [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

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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.

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

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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.

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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 2, "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

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

E-22 Changes – Fixed-Price Services [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.

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.

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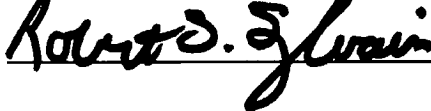
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS


KATHLEEN C. RAINEY, Manager
PURCHASING AND CONTRACTS

"City"

APPROVED AS TO FORM:

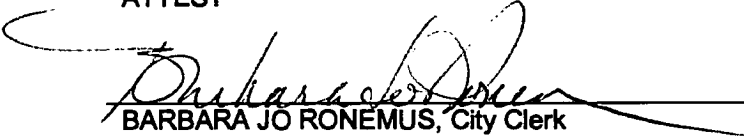
 10-27-03
Date

ROAM-IT


DAVID A. WHITE, Chairman and CEO

"Company"

ATTEST


BARBARA JO RONEMUS, City Clerk

ATTACHMENT 1

RAMPART CST FEATURES AND FUNCTIONALITY

Rampart CST is not just an electronic Patient Care Record (PCR) data program. Rampart CST provides numerous benefits to the EMS professional including:

Full PCR Documentation: Rampart CST provides the most accurate and complete PCR, allowing for the greatest flexibility in documentation using the medical templates provided within (fully user defined).

Readable Narrative: Rampart CST allows pre-hospital personnel to generate medical records in real language, not stiff computer generated notation. Medics can assemble the sentences, modify if preferred, and write full narrative sentences and paragraphs. The templates used are designed to be specific for different medical conditions and can be modified by the customer using the administrative console. This allows the customer, not a programmer, to have total control over content.

Decision Support Tools/Reference Guides: Rampart CST is licensed to provide the Facts and Comparisons Drug database, the leading provider of drug interaction/information to the healthcare industry. This database contains all prescription medications as well as alternative medications on the US market. This database is completely searchable and allows paramedics to quickly access information on medications they are unfamiliar with, including information on interactions with medications that the patient is currently taking and possible medications that the paramedic may give. The database also includes the ability to do picture lookup of medications for the rapid identification of pills encountered in the pre-hospital environment. Rampart CST also includes the current systems protocols for instant review by the paramedic. Further, Rampart CST includes a pre-hospital reference guide for quick access to important information. Guides such as the Merck Manual, or any other clinical reference guide can be easily incorporated into Rampart CST.

Signature Capture: Rampart CST allows for multiple signatures to be captured and provides visual prompts as well as notations that attachments to the PCR have been made or that signatures are captured within the PCR. Signatures are captured for such things as; Patient Released To, Physician Authorization, Skills Verification, Valuable Receipt, as well as the capture of patient signatures, medic and crew signatures, and witnesses.

Mandatory Completion Fields: The user may mandate fields that must be completed prior to the closing of the PCR. These validations are easy on/off functions controlled with the administrative console by the customer. Validations allow for the customer to make certain that important information is not left out of any record, providing for an effective, non-threatening CQI program. These validations can even occur at the patient care level and can be specific and different for different medical conditions. Additionally, formatting validation is possible to minimize keystroke errors.

Rapid Input Fields: Rampart CST provides the user with multiple ways of inputting information. Using the touch screen, the user may touch on the desired field. The program will open the field after selection and will then move to the next logical field and open that field for selection, effectively minimizing the amount of cursor movement needed and greatly speeding input. Sentences can be created using the auto narrative tools, and with simple inputs, full sentences can be created.

Employee Certification Tracking: Rampart CST has the ability to track 10 different certifications for each person and to notify administration and the person when expirations are about to occur. This user-defined function can send prompt messages to the personnel and administration on a predetermined basis (60 days, 90 days, etc.) If desired, the function can refuse login for those personnel where expirations have not been updated (service discretion).

Multiple Calculators: Rampart CST comes with many calculators designed to help providers with day-to-day calculations. Examples are: IV fluid calculators, drug calculators, body surface area calculators, temperature/weight conversion, and mg/mcg conversions.

Auto Calculation Fields: Rampart CST will compute many calculations for the provider. Example: D.O.B. entry results in age calculation, weight conversions from Lbs to Kgs automatically, temperature conversion from F to C, as well fields that are age specific will automatically be populated with the appropriate selection for that age. EXAMPLE: GCS, criteria changes for specific age (infant, child, adult) Trauma scores for child/adult, and APGAR entries for newborns only.

Messaging and Email Interface: Rampart CST allows for the integration of the customers current email application (standard email packages), providing the user with full email function. Roam will work with the organization to modify the current email configuration to accommodate user groups of the customer's choice and encapsulate this system to provide full messaging capability. This functionality allows an organization to quickly deploy new protocols, messages of the day, incident reports and other agency business, and at the same time, receiving verification reports on who has read the update, providing date and time stamps. If the organization does not have a standard email package for incorporation, Rampart CST has a messaging function built in to provide this capability. If email is not used, this is a one-way messaging function with verification notification of receipt and acknowledgment confirmation.

Standard Forms: The Agency's standard forms are included within Rampart CST. Forms such as AMA, Advanced Notice to Beneficiary, insurance forms, Incident Reports, and more are contained within the software and can be auto-populated with the appropriate patient information, saving medics time with redundant entry. The forms are generated within the administrative component and give the customer total flexibility over the content and language. All forms have the ability to capture various signatures (patient, medic, witnesses) and are stored with the applicable PCR. No more having to search files for information.

Medical Necessity Capture: Contained within Rampart CST are validations for Medical Necessity. Built within our unique medical templates, prompts are made to pre-hospital care, walking them through all questions that are necessary to validate that transports are medically necessary. Forms are made available for the provider to fill out if it is determined that services may not be covered (Advanced Notice).

User Defined/User Controlled Value Lists: Rampart CST is very flexible, allowing the customer to change data found within any of the value fields. Once this change is made it will then be populated to all users at their next replication.

Clone Features: Rampart CST has within it the capability of cloning data from prior PCR's. This is an effective and efficient way of inputting data that is redundant (i.e. multiple patients within an ambulance). The user has the ability to select between cloning scene and call information, or for those cases where the patient is transporting the same patient, all pertinent patient information can be replicated as well (wait and return's).

"Frequent Flyer" Search and Auto Population: Rampart CST has the ability to query a database (its own or if integrated with billing/CAD, a third source database) to determine if the patient has been transported previously and to retrieve patient information to speed entry for the medic. This information may be overwritten, denied, or accepted by the user prior to completion of the PCR.

Essential Equipment Tracking: Rampart CST will track vital equipment on each unit. This feature allows administration to track what equipment was used on individual patients. In the case of equipment failure, full reports can be generated on all patients the equipment in question was used on during a period of time defined by the query.

ATTACHMENT 2

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 Roam-IT, Inc
Address 322 Encinitas Blvd, Suite 28 Encinitas, CA 92024
Telephone 760-274-2400
EIN or DUNS 01-0609766

Block 2 Description
Subject Matter of Contract/Agreement ROAM-IT project development, software and support and maintenance for EMS patient care reporting system.
Contract No. 030352-LW

Attachment 1

Block 3**Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

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.	Foundation Equity Corp	603, 22 Sir Winston Churchill Ave, St Albans, AB 8T1N1B4	780 460 1242
2.	Pangea Ventures	1, 1151 8th Ave West, Vancouver, BC V6H 1C5	604-
3.	Summit Park Ventures	2144 Via Tiempo, Cardiff, CA 92007	760-943-8210
4.	David Brady	4112 Conestoga Court, Walker AB	866-656-2621
5.	First Yellowhead Equities	1, 12415 Stony Plain Rd, NW, Edmonton, AB T5N3N3	780 492-6002
6.	Robert Ingram	1, 12415 Stony Plain Rd, NW, Edmonton, AB T5N3N3	
7.	Uncas Production Corp.	1, 12415 Stony Plain Rd, NW, Edmonton, AB T5N3N3	
8.	David A. White	322 Encinitas Blvd, Encinitas CA	760-274-2400
9.			
10.			

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

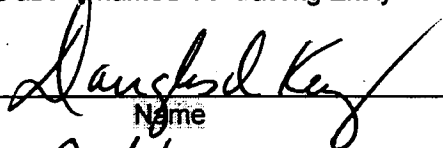
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

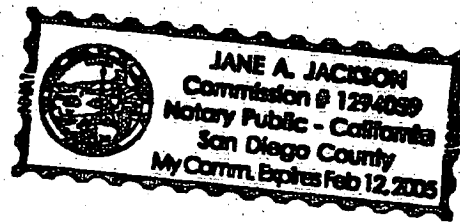

 Name
 October 23, 2003
 Date

Subscribed and sworn to before me this 23 day of

OCTOBER, 2003

Attachment 1


Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

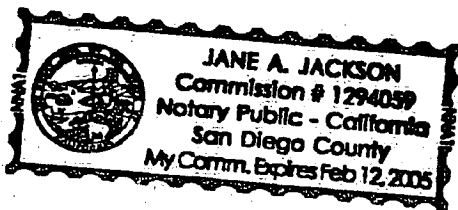
County of

SAN DIEGO

} ss.

On 10/23/03, before me, JANE A. JACKSON,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared DOUGLAS KEY,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Place Notary Seal Above

Jane A. Jackson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 040075-DAR, Mid-Size Tractor Mowers and Trailers -
Department of Field Operations - Award recommended to: SIMPSON NORTON (\$120,246 -
Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$120,246**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase of three (3) mid-size tractor mowers and trailers to replace obsolete equipment for use by the Parks and Open Spaces Division, as well as facilitate the purchase of additional equipment, if needed, through model year availability.

PCC: D. Rawski

POC: Dennis Nelson - (702) 371-4562

RECOMMENDATION:

That the City Council approve the award of Bid Number 040075-DAR, Mid-Size Tractor Mowers and Trailers to Simpson Norton in the amount of \$120,246.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of issuance of a purchase order for an annual requirements contract for Elgin, Vactor and Athey/Mobile OEM parts and service - Department of Field Operations - Award recommended to: HAAKER EQUIPMENT CO. (Estimated annual amount of \$100,000 - Internal Service Fund)

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

This request provides for the purchase of Elgin, Vactor and Athey/Mobile OEM parts and service for use by the Fleet Services Division.

This purchase is exempt from competitive bidding per 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: Ed Hodges - (909) 598-2706

CFN 040082-DAR

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Elgin, Vactor and Athey/Mobile OEM parts and service to Haaker Equipment Co. in the estimated amount of \$100,000 from date of approval to November 4, 2004, with annual renewals as long as the competitive bidding exemption applies.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

*City of Las Vegas***Agenda Item No. 18****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent – Finance and Business Services**

Item 18 - Approval of issuance of a purchase order for an annual requirements contract for Elgin, Vactor and Athey/Mobile OEM parts and service - Department of Field Operations - Award recommended to: HAAKER EQUIPMENT CO. (Estimated annual amount of \$100,000 - Internal Service Fund)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of revision number two to purchase order 215962 for an annual requirements contract for fitness equipment – Various Departments – Award to: AFP INTERNATIONAL (\$48,000 – General Fund)

Fiscal Impact☐**No Impact****Amount: \$48,000**☒**Budget Funds Available****Dept./Division: Various**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

On November 6, 2002, the City Council approved the award of an annual requirements contract for fitness equipment for use by various departments through December 31, 2003. To accommodate the needs of additional Fire Stations coming on line and the expansion of equipment availability at several Leisure Services facilities, the estimated annual amount has increased by \$48,000 for a revised total amount of \$98,000.

PCC: C. White

POC: Michael Doyle - (702) 221-8531

RECOMMENDATION:

That the City Council approve the issuance of revision number two to purchase order 215962 to AFP International in the amount of \$48,000 (for a revised total amount of \$98,000) through December 31, 2003.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of issuance of a purchase order for a climbing wall to be installed at the Charleston Heights Neighborhood Preservation Park - Department of Field Operations - Award recommended to: MIRACLE PLAYGROUND SALES (\$36,530 - Capital Projects Fund) - Ward 1 (Moncrief) (NOTE: The word "Heights" should be deleted from this subject text.)

Fiscal Impact☐**No Impact****Amount: \$36,530**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Capital Projects Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase of a prefabricated climbing wall to be installed at Charleston Heights Neighborhood Preservation Park.

This item is exempt from the competitive bidding process pursuant to NRS 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: Henry Sudweeks - (800) 905-1411

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for a climbing wall to be installed at the Charleston Heights Neighborhood Preservation Park to Miracle Playground Sales in the amount of \$36,530.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - UNANIMOUS with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

Under Item 2, MARK VINCENT, Director, Finance and Business Services, noted that this item should be corrected to remove the word "Heights."

There was no further discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the receipt of federal homeland security grant funds in the amount of \$1,214,804.74 - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and Clark County is to facilitate the pass-through of federal homeland security grant funds to the City in the amount of \$1,214,804.74. The funds will be used to purchase an emergency response vehicle, specialized equipment to enhance the City's bomb squad operation, and to purchase interoperable radio equipment to enhance the Fire Department's communication capability with local hospitals and franchise ambulance firms. This is a 100% federally funded grant with no local match requirement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Exhibit "A" Expenditures Eligible for Reimbursement
3. Exhibit "B" Scope of Work

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

not signed
2/25/04
and
 Date

**INTERLOCAL CONTRACT
 BETWEEN
 CLARK COUNTY AND THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the FFY03, HOMELAND SECURITY GRANT – PHASE II Program; and

WHEREAS, the objectives of the activities which are funded by the FFY03, HOMELAND SECURITY GRANT – PHASE II grant Program must be to purchase radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software ; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101, will provide assistance to purchase radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software through the FFY03, HOMELAND SECURITY GRANT – PHASE II Program (the "Project"); and

WHEREAS, the County has agreed to provide Fiscal Year 2003/2004 FFY03, HOMELAND SECURITY GRANT – PHASE II (the "Funds") to the Subrecipient, such funding to be administered by the Office of Emergency Management (OEM), a division of the Administrative Services Department of Clark County (OEM and Subrecipient referenced collectively as "the parties"), for its FFY03, HOMELAND SECURITY GRANT – PHASE II Program as defined in Exhibit "A" "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient will provide the FFY03, HOMELAND SECURITY GRANT – PHASE II Program which will purchase radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software in accordance with Exhibit "B", "Scope of Work", attached hereto and incorporated herein as if fully set forth, and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with the Act and related regulations and in consideration herein, the parties hereto agree as follows:

- 1. OEM shall provide a maximum of \$1,214,804.74 from Fiscal Year 2003/2004 for the FFY03, HOMELAND SECURITY GRANT – PHASE II.**
- 2. Subrecipient agrees to use the FFY03, HOMELAND SECURITY GRANT – PHASE II Program which will purchase radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software.**
- 3. Subrecipient will provide OEM with documentation supporting any and all requests for payment of expenses against the Funds encumbered, and will provide any additional documentation requested by OEM that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software grant funds as a Subrecipient of such funds for the project identified in this Contract.**
- 5. It is specifically understood and agreed by Subrecipient that OEM shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 6. This Contract shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:**
 - a. This Contract shall be completed by June 30, 2004. An extension after the June 30, 2004 deadline must be requested by the Manager of OEM.**
 - b. By any party, for any reason with written notice of at least 60 days.**
- 7. This Contract constitutes the entire understanding of the parties concerning the subject matter hereof. This Contract may be amended solely by means of written amendment signed by both parties.**
- 8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Page 2, Section 1 and in Exhibit A.**

9. Subrecipient shall agree to provide evidence of financial accountability. A copy of your organization's most recent single audit report (OMB Circular A-133) or a letter stating that you expended less than \$300,000 of Federal funds during that reporting period must be submitted to Clark County. Letters should be addressed to Barbara Puerner, Senior Secretary, Clark County Office of Emergency Management.

ENTERED INTO this _____ day of _____, 2003.

ATTEST: CLARK COUNTY

Shirley Parraguire, County Clerk

By: _____
Mary Kincaid-Chauncey, Chair
Board of Commissioners

Date: _____

Date: _____

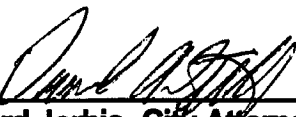
APPROVED AS TO FORM:

By: _____
Michael Foley, District Attorney

Date: _____

Oscar Goodman, Mayor, City of Las Vegas

Date: _____

By:  10/22/03
Bradford Jerbic, City Attorney

Date: _____

Attest: _____
City Clerk

Date: _____

EXHIBIT "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FFY03, HOMELAND SECURITY GRANT – PHASE II PROGRAM**

<u>Radio Communication Equipment</u>		<u>\$624,795.00</u>
• 800 Mhz portables and conversion docking stations	527,570.00	
• 800 Mhz individual base stations	97,225.00	
<u>Level A Personal Protective Equipment</u>		<u>\$25,769.74</u>
• Tychem Level-A suits & training suits	20,370.00	
• Level-A Pressure Test Kit	843.00	
• Level A Training Suit	804.00	
• M256A1 Chemical Agent Detector Kit	535.50	
• Respiratory Riot Advance 1000	1,533.00	
• Canister, Bayonet, Chemical, Pkg. Of 6	532.24	
• HazMat Boots	850.00	
• Butyl 2 Gloves	302.00	
<u>New and Upgrade Diagnostic X-ray Equipment</u>		<u>\$49,790.00</u>
• Upgrade Kit	10,940.00	
• Diagnostic Imagers (X-ray)	38,850.00	
<u>Replacement Disruptors</u>		<u>\$17,400.00</u>
• PAN Disrupter Kit 12 gage w/aluminum stand	8,700.00	
• PAN Disrupter Kit 410 gage w/aluminum stand	8,400.00	
• Shipping UPS ground	300.00	
<u>Robotic Heavy Equipment</u>		<u>\$425,050.00</u>
• Case 580G forklift w/robotic control package	376,400.00	
• GMC TC6500 Prime Mover	40,850.00	
• Belshi Equipment Trailer	7,800.00	
<u>GIS Mapping Software</u>		<u>\$72,000.00</u>
• ArcView 8.x single use software	72,000.00	
Total		\$1,214,804.74

EXHIBIT "B"**CITY OF LAS VEGAS
FFY03, HOMELAND SECURITY GRANT, PHASE II****SCOPE OF WORK
Program Year 2003/2004**

1. Clark County will provide ONE MILLION, TWO HUNDRED FOURTEEN THOUSAND, EIGHT HUNDRED FOUR DOLLARS (\$1,214,804.74) in Fiscal Year 2003/2004, FFY03, HOMELAND SECURITY GRANT – PHASE II grant funds (the "Funds"), to the City of Las Vegas for the FFY03, HOMELAND SECURITY GRANT – PHASE II Program that will purchase radio communication equipment, level A personal protective equipment, new and upgrade diagnostic x-ray equipment, replacement disruptors, robotic heavy equipment, and GIS mapping software.

The City of Las Vegas will purchase 100 new individual 800 Mhz radios and docking stations to be utilized to communicate with ambulance service providers on contract to local governments through existing franchise agreements. This will enable a portable radio and conversion docking station to be issued to each ambulance in the fleet of government contracted service providers while responding in their official capacity to terrorism/CBRNE incidents.

Level A Personal Protective Equipment will be purchased for the multi-county Las Vegas Bomb Squad to support operations during terrorism/CBRNE incidents.

Upgrade the multi-county Las Vegas Bomb Squad's diagnostic imager (x-ray) to provide the latest available technology for response to terrorism/CBRNE incidents. And purchase two new RTR-4 diagnostic imagers for field deployment.

Improve the multi-county Las Vegas Bomb Squad's capabilities through the acquisition of replacement dearmor/disruptors.

Enhance the capabilities of the multi-county Las Vegas Bomb Squad through acquisition of a robotic heavy equipment package to mitigate car bombs and other large explosive devices commonly used by terrorism organizations.

Enhance the department of Fire & Rescue personnel's ability to respond to and mitigate terrorist/CBRNE incidents through the provision of GIS database information and aerial photography maps loaded onto each response vehicle's existing mobile computer terminal (MCT).

2. Subrecipient will provide notice to Clark County Office of Emergency Management of any program changes for which Fiscal Year 2003/2004, FFY03, HOMELAND SECURITY GRANT – PHASE II grant funds are allocated under the provisions of this Interlocal Agreement.

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FIRE & RESCUE**DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement between the State of Nevada and Las Vegas Fire & Rescue regarding destructive training on Department of Transportation properties - All Wards

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

Las Vegas Fire & Rescue would like to implement an Interlocal Agreement with the State of Nevada Department of Transportation to allow the Fire Department to do destructive training in buildings on Department of Transportation properties. The Fire Department will comply with all related National Fire Protection Agency (NFPA) requirements and other safety provisions stated in the agreement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

Agreement Number NM 866-03-030

INTERLOCAL AGREEMENT

This Agreement, made and entered into the 5 day of November, 2003, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and CITY OF LAS VEGAS and THE CITY DEPARTMENT OF FIRE AND RESCUE, hereinafter called the FIRE DEPARTMENT.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the DEPARTMENT owns or has rights to possess certain real properties that are proposed to be demolished or removed; and

WHEREAS, the purpose of this Agreement is to allow the FIRE DEPARTMENT to conduct destructive training on such properties prior to demolition; and

WHEREAS, the FIRE DEPARTMENT desires to use various buildings scheduled for demolition for destructive training; and

WHEREAS, the services of the FIRE DEPARTMENT will be of benefit to the DEPARTMENT, the FIRE DEPARTMENT and to the people of the State of Nevada; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - SCOPE

1. The DEPARTMENT consents to allow the FIRE DEPARTMENT to enter upon the real property for purposes of conducting destructive training, and acknowledges and understands and agrees that the FIRE DEPARTMENT's training exercise shall substantially damage the buildings on the property. The FIRE DEPARTMENT shall follow the training plan submitted through a District 1 Right-of-Way Temporary Occupancy Permit. The FIRE DEPARTMENT shall comply with all related National Fire Protection Agency (NFPA) requirements for destructive training and facilities and structures. The FIRE DEPARTMENT shall also, as appropriate, address the issues set forth in NFPA 1403 - Standard on Live Fire Training Evolutions, 2002 edition.

2. The FIRE DEPARTMENT agrees to provide the DEPARTMENT notification of all appropriate fire dispatch offices of the training and shall further notify all appropriate police agencies, the City of Las Vegas Public Works Traffic Engineering Division, and consult with the

DEPARTMENT if it is necessary to block off roads and conduct traffic control as depicted in District 1 Right-of-Way Temporary Occupancy Permit.

3. The FIRE DEPARTMENT shall notify persons within the immediate neighborhood area of the training. Said notification shall be through the FIRE DEPARTMENT'S Public Information Officer and shall be made through flyers, the local newspapers, T.V. and radio stations. Those directly affected on the street or streets of the training site will be notified directly by hand delivery or posting. Any and all complaints made by any citizen shall be directed to and handled by the FIRE DEPARTMENT.

4. The FIRE DEPARTMENT agrees to use the buildings for their training "as is" and to leave the premises in a secure condition subsequent to training to prohibit entry by unauthorized individuals. To meet this requirement, the FIRE DEPARTMENT shall ensure the security gates around the premises are closed and appropriately locked. Thereafter, the security personnel hired by DEPARTMENT shall be responsible to ensure unauthorized individuals are prohibited from entering the premises.

5. Subject to the liability limitations contained in NRS 41 et. seq., the FIRE DEPARTMENT agrees to be responsible for any personal injury, property or environmental damages which may be caused by the destructive fire training. To the fullest extent permitted by law, the FIRE DEPARTMENT shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the FIRE DEPARTMENT the employees or agents of the FIRE DEPARTMENT in the performance of this Agreement.

6. The FIRE DEPARTMENT shall secure, at its own expense, all permits, licenses and consents required by law or necessary to perform the training under this Agreement.

7. The FIRE DEPARTMENT shall submit a Temporary Occupancy Permit to the District 1 Office at least 5 days prior to destructive fire training. Said permit shall include at minimum, locations of proposed training; proposed scope of training; days and hours of proposed training; and a traffic control plan. This permit shall be provided at no cost to the FIRE DEPARTMENT.

8. The destructive training shall not impede or delay construction of any DEPARTMENT project and if, in the DEPARTMENT's discretion, such training shall cause such delay, the DEPARTMENT shall have the authority to immediately terminate or deny any training.

9. The FIRE DEPARTMENT shall inspect the interior and exterior of the buildings to be used for training to ensure that no persons may be harmed.

10. The FIRE DEPARTMENT shall, during the performance of this Agreement, maintain such reasonable barricades and warning signs and take appropriate action to secure the training site if necessary to protect the public.

11. DEPARTMENT contracts with licensed firms to detect the existence of asbestos in buildings scheduled for demolition. DEPARTMENT agrees that upon request by the FIRE DEPARTMENT it will provide all available asbestos reports to aid Fire Department in ascertaining the potential safety of a building for use in destructive training. DEPARTMENT does not warrant or guarantee the accuracy of any asbestos reports provided to the FIRE DEPARTMENT.

ARTICLE II - IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. The term of this Agreement shall be from five (5) years from the date first written unless a change is further agreed to by written amendment signed by all parties.

3. Except as provided in Article 1, paragraph 8 heretofore, this Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Jeffrey Fontaine, P.E., Director
Attn.: William Bagley, Permit Coordinator
Nevada Department of Transportation
123 E. Washington Avenue
Las Vegas, NV 89101

FOR FIRE DEPARTMENT David Washington
Las Vegas Fire and Rescue
500 N. Casino Center Drive
Las Vegas, NV 89101
Phone: 229-0999
Fax: 388-2504
E-mail: dWASHINGTON@ci.las-vegas.nv.us

5. The parties agree that the terms and conditions listed on attachments, if any, incorporated in this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.

6. Each party agrees to keep and maintain full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

11. DEPARTMENT and the FIRE DEPARTMENT agree that they will cooperate to ensure that all federal, state and local laws relating to asbestos are complied with.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

15. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

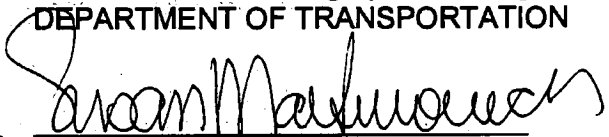
22. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

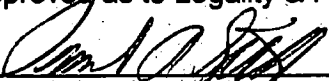
City of Las Vegas

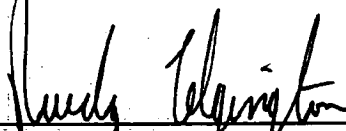
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION


Oscar B. Goodman
Mayor

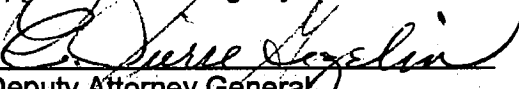

Jeffrey Fontaine, P.E.
Director

Approved as to Legality & Form:

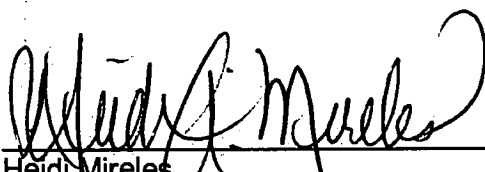

City Attorney

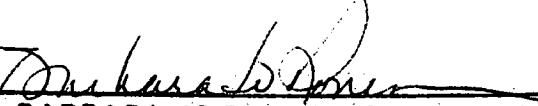

Ruedy Edgington, P.E.
Assistant Director, Engineering

Approved as to Legality & Form:


Deputy Attorney General

Attest:


Heidi Mireles
Chief Right-of-Way Agent

By 
BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FIRE & RESCUE**DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the temporary transfer of one (1) TRP-1000 interoperable radio communications device - All Wards

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

This Interlocal Agreement between the City of Las Vegas and Clark County is to facilitate the temporary transfer of one (1) TRP-1000 interoperable radio communications device from the City to the County. A TRP-1000 communications device enables interoperable conductivity between two (2) or more disparate radio systems to enhance public safety communications during emergency operations. The City of Las Vegas acquired five (5) TRP-1000 devices through an agreement with the U.S. Department of Justice. This agreement is for a period not to exceed two (2) years unless formally renewed.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: **STRICKEN** under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

COPY

INTERLOCAL AGREEMENT FOR TRP-1000 RADIO SYSTEM

This Interlocal Memorandum of Understanding (hereinafter "Agreement") is made and entered into this 5th day of November, 2003, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "City") and the County of Clark, a political subdivision of the State of Nevada (hereinafter "County"). The City and County may also be collectively referred to as "parties" or individually as "party" in this Agreement.

WITNESSETH:

WHEREAS, the City entered into a Memorandum of Understanding between the Office of Justice Programs (hereinafter "OJP") and the Las Vegas Fire Department in December, 1999; and,

WHEREAS, County agencies respond to various emergencies throughout Southern Nevada with incompatible radio systems used by participating agencies; and,

WHEREAS, the City is willing to loan the equipment provided by the OJP to improve the County's radio communication interface among participating agencies while responding to such emergencies.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants:

SECTION 1: DUTIES. The City will provide County with (1) TRP-1000 Interoperability Radio Unit (hereinafter "TRP-1000") to allow full participation in the testing of the System. Provision of such equipment will be based upon availability and shall not hamper the City's ability to provide communication services. The County will employ the TRP-1000 during the time period set forth in Section 4 of this Agreement. In consideration for providing

the TRP-1000, County shall fully cooperate and assist in evaluating and assessing the System, including, but not limited to, providing written documentation and reviews of the System for the City to include in its evaluation reporting to OJP.

The City will provide training for the utilization and maintenance of the equipment to System operator(s) designated by the County. The County shall be responsible to pay for all personnel costs that may be required for City employees who provide the training. Once the training is completed, it will enable the trainee to operate the System and provide second level maintenance and repair.

SECTION 2: PROCEDURAL RULES. The parties and/or their representatives may adopt and promulgate operational procedures to assist in the implementation of this Agreement.

SECTION 3: COSTS. The County shall be responsible to pay for all shipping and/or transportation costs that may be required related to the delivery and return of the TRP-1000. In addition, the County shall be responsible to pay for all service charges, repair costs and technical problems for the TRP-1000 in the County's possession. The City will provide the County with a list of approved vendors to address all service, repair and technical problems related to the use, operation and storage of the System.

SECTION 4: DURATION. This Agreement shall become effective the date first written above. It shall continue in full force and effect until terminated in writing by either party as described in Section 5. However, this Agreement shall automatically terminate in two (2) years from the date it is fully executed unless it is extended in writing by mutual agreement of the parties.

SECTION 5: TERMINATION. Either party may withdraw and terminate

this Agreement with or without cause by providing a thirty (30) day written notice to the other party as set forth in Section 8.

SECTION 6: GOVERNING LAW. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial District Court, Clark County, Nevada.

SECTION 7: MODIFICATION/AMENDMENT. This Agreement may not be modified or amended except by the express written Agreement of the parties and duly authorized by the appropriate authorities for each party hereto. Any other attempt to modify or amend this Agreement shall have no force or effect and may not be relied upon by either party.

SECTION 8: NOTICE. Anytime that notice must be given to a party concerning any provision of this Agreement, it shall be deemed delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. mail or when personally served on the appropriate party as follows:

CITY OF LAS VEGAS: Louis A. Amell, Communications Chief
Las Vegas Fire Alarm Office
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

COUNTY: David R. Edwards, Assistant Director
Clark County Center for Enterprise Information Technology
500 S. Grand Central Parkway, Ste. 4043
Las Vegas, Nevada 89155-1761

SECTION 9: NO INTENT TO BENEFIT NON-PARTIES. No party to this Agreement intends: 1) to benefit any person who is not named as a party to this Agreement; 2) to assume any special duty to supervise the operations of another party; 3) to provide for the safety of any specific person; or 4) to assume any other duty other than that imposed by general

law.

SECTION 10: ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated herein.

SECTION 11: HEADINGS. The titles and section headings to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

SECTION 12: SEVERABILITY. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provision shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein. However, the parties agree to negotiate and substitute a valid provision which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

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CITY OF LAS VEGAS

CLARK COUNTY

OSCAR B. GOODMAN, MAYOR
"CITY"

By Chip Maxfield
CHIP MAXFIELD, CHAIRMAN
BOARD OF COUNT COMMISSIONERS
"COUNTY"

ATTEST:


BARBARA JO RONEUMUS, CITY CLERK

ATTEST:


SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

Date 10/22/03

Date _____

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: HUMAN RESOURCES****DIRECTOR: F. CLAUDETTE ENUS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to create one full time Structural Plans Examiner position (\$80,000 - Enterprise Fund)

Fiscal Impact☐**No Impact****Amount: \$80,000**☒**Budget Funds Available****Dept./Division: Building & Safety/Permits**☐**Augmentation Required****Funding Source: Enterprise Fund****PURPOSE/BACKGROUND:**

The Plans Examination area of the Department of Building and Safety is continuing to have difficulty in keeping the plan review times for structural review in line with other disciplines. More overtime is consistently utilized in the structural review process. It would be more cost-effective to hire an additional plan reviewer than to continue on an overtime basis and in line with keeping pace with the building industry's intent to increase production levels past those of previous years. Plan review time and overtime costs will continue to escalate without additional help.

RECOMMENDATION:

It is recommended that creation of one full time Structural Plans Examiner position is approved.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA ☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of the Child and Adult Care Food Program Agreement between the Nevada Department of Education and the City of Las Vegas Department of Leisure Services for reimbursement to the City of Las Vegas for eligible after-school snacks purchased, and to give Stacy Noland, Department of Leisure Services employee, the authority to execute this agreement - All Wards

Fiscal Impact

☒ No Impact	Amount: \$80,000
☐ Budget Funds Available	Dept./Division: Leisure Services/Recreation
☐ Augmentation Required	Funding Source: Special Revenue Funds

PURPOSE/BACKGROUND:

Snacks are purchased daily from the Clark County School District for the Safekey program participants. This agreement will reimburse the City of Las Vegas at a rate of \$0.05 to \$0.60 per snack purchased that meets the USDA nutritional guidelines for after-school snacks. There are approximately 50,000 snacks purchased per month. The reimbursement is based on income guidelines of participants in the programs at each site. A designated official must be assigned to be directly responsible for the accuracy of claims submitted for reimbursement by the City of Las Vegas. Stacy Noland is the Field Supervisor responsible for the Safekey operation and it is requested that she be named the designated official

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

Agreement for the Child and Adult Care Food Program Catalog of Federal Domestic Assistance

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

Met. Final

Date *3/10/2004*

Agreement Child and Adult Care Food Program Catalog of Federal Domestic Assistance (CFDA) 10.558

Preface: to carry out the purposes of the Child and Adult Care Food Program (CACFP), 7 CFR Part 226, as amended, the Nevada Department of Education, (NDE) and the City of Las Vegas, hereinafter referred to as the Institution, agree to the following for the fiscal year stated in Part I. This agreement shall include Parts I, II, III and all applicable attachments or policy statements pertaining to the Institution.

Part I. Application Documents

The documentation on all of the following forms is considered part of this agreement.

Application for Participation in the Child and Adult
Care Food Program
CACFP Center Site Sheet or Day Care Home
Provider List
Management Plan
Authorized Signature Report
Budget

Day Care Home Sponsoring Organizations also
receive the following:

Day Care Home Administrative Budget
Advance Payment Agreement

Part II. Regulations

Section I. Definitions

Definitions, all-inclusive, can be found in 7 CFR 226.2.

Institution means a sponsoring organization, child care center, outside-school-hours care center or adult day care center which enters into an

agreement with the NDE to assume final administrative and financial responsibility for CACFP operations.

Independent Center means a child care center, outside-school-hours care center or adult day care center, which enters into an agreement with the NDE to assume final administrative and financial responsibility for CACFP operations.

Sponsoring organization means a public or nonprofit private organization which is entirely responsible for the administration of the food program in: (a) one or more day care homes; (b) a child care center, outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization; (c) two or more child care centers, outside-school-hours care centers, or adult day care centers; or (d) any combination of child care centers, adult day care centers, day care homes, and outside-school-hours care centers. The term "sponsoring organization" also includes a for-profit organization which is entirely responsible for administration of the CACFP in any combination of two or more child care centers, adult day care centers and outside-school-hours care centers which are part of the same legal entity as the sponsoring organization, and which are proprietary title XIX, XX, or 25% Free/Reduced eligible centers.

Section II. General Information

A. Authority

To the extent of funds available, NDE shall reimburse the Institution in accordance with the applicable provisions of the CACFP, for any fiscal year this agreement is in effect, provided that the Institution agrees to administer the CACFP in accordance with the applicable requirements of 7 CFR Part 226, as amended, and all other regulations and circulars incorporated therein; 7 CFR 3016,

3019 and all other regulations and circulars incorporated therein; United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) instructions; and the administrative requirements of NDE.

B. Participating Institution

To participate in the CACFP, the Institution may be a public or private, non-profit organization (tax-exempt) or a for-profit organization serving at least 25% of enrollment or licensed capacity as Title XIX, XX, or Free/Reduced eligible participants. The Institution may be an independent child (CCC) or adult day care center (ADC), a sponsoring organization (SO) of child or adult care centers, a sponsoring organization (excluding for-profit) of day care homes (DCH), an emergency shelter of homeless children (ES), an outside-school-hours care center (OSHC), and/or an afterschool care program (ASCP). In each case, the Institution has agreed to accept final financial and administrative responsibility for participation in the CACFP as stated in 7 CFR Part 226.

C. Reimbursement

The amount of Federal reimbursement for paid meals and snacks, for reduced price meals and snacks and for free meals and snacks, shall be computed based on the number of meals and snacks claimed and verified by the Institution's records. The method of calculating reimbursement shall be as directed by NDE in accordance with 7 CFR 226.9. Failure to maintain complete and accurate program records in accordance with 7 CFR Part 226 may subject the Institution to repayment of overclaims.

Section III.

Agreement of Participating Institution

A. Records

Records required to document claims for reimbursement shall be kept for a period of three full years after the close of the fiscal year to which they pertain, or longer as necessary, to resolve all audits and review findings, from the date of the last payment made to the Institution under the CACFP.

Such records to be kept shall include a copy of the approved CACFP application; current enrollment documentation for each participant; correctly determined income eligibility forms for all participants whose meals are claimed in the free and reduced price meal categories; daily records showing the number of meals, by type, served to participants (meal count sheets with meal counts taken at the point of meal service); daily attendance records which include documentation of time-in and time-out for all persons in attendance; daily records showing the number of meals, by type, to staff performing labor necessary to the food service; copies of invoices, receipts or other financial records to document administrative costs, operating costs and income to the program; copies of claims submitted to the Nevada Department of Education; monthly claim for reimbursement worksheets; documentation to support a nonprofit food service operation, including time certification documentation, if required to document a nonprofit food service operation; an audit report for the last appropriate year, if a nonprofit organization expending more than \$300,000 annually in federal funds or if a private for-profit organization receiving more than \$25,000 annually in CACFP funds; documentation that the sponsor/center is claiming the meal types approved in its application; documentation that shows procurement standards were met, if single item purchases exceed \$10,000; information on training session date(s), locations, topics presented and names of participants; documentation that sponsored sites were reviewed on schedule, if a for-profit center, documentation to show that at least 25% of the participants enrolled at the center (or if a child care center, 25% of licensed capacity, whichever is less) were free/reduced eligible or beneficiaries of Title XIX or Title XX funds for the month(s) claimed; menu production records that document each meal component served and the total quantity served of each component; statements from recognized medical authorities for participants whose meals do not meet meal pattern requirements for medical or other special dietary reasons; and, for centers claiming meals serves to infants under one year of age, documentation of the formula selected, documentation that the center has

informed parents of the formula selection, documentation that the parents accepted or declined the formula, and infant production records for each infant whose meals are claimed on the program.

Sponsoring organizations of day care homes must also maintain records of the administrative budget and revisions, advance payment agreements, their sponsorship, and their respective licenses, all additions and terminations of providers, documentation supporting tiering determinations, monitoring and training documentation.

The Institution must also record the number of meals served to adults performing labor necessary to the food service, even though they cannot be claimed for reimbursement. A proprietary for-profit institution shall also keep documentation to prove compliance with the requirements of 7 CFR 226.6(b)(8). These records must be made available, and made available to copy, during the Institution's normal business hours, to representatives of NDE, State Auditor of Public Accounts, auditors on contract, and USDA for such CACFP reviews or audits as may be determined to be necessary by such representatives in accordance with 7 CFR Part 226, as amended. Institutions may expect announced and unannounced visits at sites, DCH homes, and administrative offices to confirm compliance with all recordkeeping requirements.

Any exceptions to the above recordkeeping requirement will be stated on the specific addendum/s included in this agreement, as noted under Part II, Section IX.

B. Meal Pattern Requirement

In order to qualify for reimbursement, all meals served by the Institution must meet the meal pattern requirements of 7 CFR 226.20, as amended.

C. Program Requirements

The Institution agrees that it:

1. Shall be responsible for the administration of the center/s included in Part I of this agreement, or it is an agency to which the center/s included in Part

I have delegated authority for the operation of the food service program.

2. Shall conduct the CACFP in accordance with USDA CACFP regulations 7 CFR Part 226 and NDE policies, memos, letters and requirements in order to qualify for reimbursement under this agreement, and specifically agrees to:

a. Operate a nonprofit food service using all of the income there from solely for the operation or improvement of such service, except such income there from shall not be used to purchase land, to acquire or construct buildings, or to make alterations on existing buildings.

b. Serve meals/snacks, which meet the minimum nutritional requirements as specified in 7 CFR 226.20, as amended, during the period approved by NDE.

c. Maintain daily production records of food prepared and served. Records are to be prepared in advance of serve date (FDCH and ES are exempt).

d. Serve the same meal at no separate charge to all eligible enrolled participants who are in attendance at mealtime.

e. Collect and maintain household size and income information for eligible enrolled participants as specified in 7 CFR 226.15(e) and in accordance with CACFP *Eligibility Guidance for Centers* or *Eligibility Guidance for Family Day Care Homes*. (Emergency Shelters w/Homeless Children and Afterschool Care Program exempt). Such information shall be maintained on income eligibility forms distributed by NDE to the Institution. This information shall be collected annually for a 30-day test period. Institutions are required to disseminate copies of the following NDE documents to all households of enrolled participants: 1) cover letter to households explaining participation in the CACFP, which includes the income eligibility guidelines for the current fiscal year and the nondiscrimination statement; 2) income eligibility application

s. Document pre-operational, annual, and all additional training sessions including attendees, dates, locations, and topics.

t. Monitor and conduct self-reviews of all sites included in Part I.

u. Conduct pre-approval site visits to new sites to discuss CACFP benefits and verify that the proposed food service does not exceed the capability of the proposed facility.

v. If any changes are necessary in the operation of the CACFP from what is approved in Part I, the Institution shall submit to NDE, in writing, a request to amend Part I of this application and agreement. Changes in the operation of the CACFP will not become effective until approved, in writing, by NDE, and specifying the effective date of the change.

w. Abide by all procurement standards cited in 7 CFR 226.22, 7 CFR Part 3016, 3019, and Nevada Revised Statute Part 332, as applicable, regarding the standards and guidelines for the procurement of foods, supplies, equipment and other goods and services.

3.a. Is a public or private, non-profit organization which has tax exempt status under the Internal Revenue Code of 1986, as amended, or participates in another Federal program which requires nonprofit status.

or

3.b Is a proprietary for-profit center, that received amounts granted to the state under Title XIX, XX, or Free/Reduced eligible for at least 25% of the Institution's eligible enrolled participants (if a child care center then either 25% of enrollment or license capacity) during the month preceding application to the CACFP and shall continue to certify and provide such information in each succeeding month. The Institution shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25% of its eligible enrolled participants

or, if a child care center, 25% of enrollment or license capacity. (See Part II, Section III).

4. Shall have a valid license or approval for each center and family day care home included in Part I of this agreement to provide non-residential day

care services issued by the appropriate Federal, State or local government and any license or permit/inspection which may be required by authorities of local government.

5. Accepts final financial and administrative responsibility for the conduct of its food service and financial and administrative responsibility for each center and family day care home under its jurisdiction.

6. Allows any publications developed by the Institution related to CACFP to be freely copied by the NDE or by other CACFP institutions.

Section IV.

Appeal Procedures for CACFP

A. Right to Appeal

The Institution has the right to appeal an NDE action or decision to:

1. Deny an application to participate in the CACFP, or deny all or part of a claim; or,
2. Terminate participation in the CACFP; or,
3. Suspend participation in the CACFP, or
4. Demand repayment for an overclaim; or,
5. Deny or refuse to forward to USDA a 36-month exception request by the Institution for payment of a late claim.

B. Requests for Appeal

Institutions wishing to appeal an NDE action or decision must file a request for an administrative review as described in the CACFP-10 Appeal Procedure (Appendix A). The request must clearly specify the action to be appealed and whether or not an in-person hearing is expected.

C. Timeline

A request to appeal an NDE action or decision must be filed within 15 calendar days of the day the Institution receives written notice of the action or decision from NDE.

D. Submission

The request shall be sent by certified mail, return receipt requested, to:

Nevada Department of Education
Deputy Superintendent of Public Instruction
Child and Adult Care Food Program
700 East Fifth Street
Carson City, NV 89701-5096

Section V. Contractual Provisions

A. Disclaimer of Liability

Neither the State of Nevada nor any agency thereof shall hold harmless or indemnify any institution for any liability whatsoever.

B. Arbitration, Damages

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Nevada, or any agency thereof, has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Nevada shall not agree to pay attorney fees and late payment penalties in the absence of a judicial order.

C. Authority to Contract

By signing this agreement, the designated official of the Institution thereby represents that such person is duly authorized by the Institution to execute this agreement and that the Institution agrees to be bound by the terms of the agreement.

D. Responsibility for Taxes

The State of Nevada or any agency thereof, is not responsible for any Federal, State, or local tax liability which an Institution may incur as a result of participation in the CACFP.

E. Effective dates

This agreement shall be in effect as stated on the Signature Page of this agreement. This agreement may be terminated at an earlier date on the basis of serious deficiency as defined in 7 CFR 226.6(c), or upon the Institution's voluntary written termination of CACFP participation.

F. Termination Due to Lack of Funding

If sufficient funds are not appropriated by the Federal government to continue the reimbursement claimed by the Institution participating in the CACFP, NDE may terminate the agreement. If possible, NDE will attempt to notify the Institution in writing by regular mail at least 30 days before the termination becomes effective.

Section VI. Administrative and Financial Responsibilities

A. Duties and Responsibilities of the Designated Official

Authority is given under the terms of this agreement to the designated official to enter into written agreements on behalf of the Institution, its owner and/or principals, with NDE for the operation of the CACFP and to present claims for reimbursement and sign for the Institution on any other documents or reports related thereto.

The designated official is responsible for the accuracy of claims for reimbursement submitted by the Institution. Failure to submit accurate claims may result in overclaims being assessed, termination, or legal action being taken against the center, owner (individual, corporate, or otherwise), Institution's principals, and/or designated official. Reimbursement shall only be claimed for meals served to eligible enrolled participants. NDE or USDA officials have the right to verify information, and shall have access, during the Institution's normal business hours, to applicable records by having records made available for onsite review, to have records copied on the premises or removing records from the premises to make copies or for further review in the NDE offices.

B. Duties and Responsibilities of the Institution or Owner

The Institution, its owners and/or principals of the Institution understand and agree that they are legally and financially responsible for all actions taken pursuant to this agreement, including actions taken by the designated official.

The Institution, its owner and/or principals of the Institution are responsible for the accuracy of claims for reimbursement submitted by the Institution. Reimbursement shall only be claimed for meals served to eligible enrolled participants. Failure to submit accurate claims may result in overclaims being assessed, termination, or legal action being taken against the Institution, its owner and/or principals, or designated official. NDE or USDA officials have the right to verify information and shall have access to applicable records, during the Institution's normal business hours, by having records made available for onsite review, to have records copied on the premises or removing records from the premises to make copies or for further review in the NDE offices.

The Institution, owner (individual, corporate, or otherwise), its principals assume full administrative and financial responsibility for all CACFP operations of the Institution.

C. Record Retention

All reports, documents, policies, administrative memorandums, records and information as required or requested by NDE; the National School Lunch Act, as amended, 7 CFR Part 226, as amended; and all regulations incorporated therein; shall be kept for a period of three full years after the close of the fiscal year to which they pertain or longer as necessary to resolve all audits and review findings.

All records shall be securely kept and maintained on site. Onsite shall be defined as the physical location/s of the Institution/s included in Part I of this agreement. Failure to keep, maintain and secure all the necessary CACFP records to document each claim for reimbursement shall result in overclaim assessments against the Institution, principals, and/or designated official. Audits are required under

Federal law to be conducted annually in accordance with 7 CFR 226.8 and the Federal OMB Circular A-128 or A-133 if the Institution is proprietary and receives more than \$25,000 annually, or non-profit and expends \$300,000 or more annually from all Federal sources. The Institution is required to complete and submit the NDE Annual Audit Information Survey.

D. Change of Designated Official

If the designated official changes during the period of time covered by this agreement, the Institution's officials must submit a revised Authorized Signature Report to NDE within 10 calendar days of the change. Claims with unauthorized signatures will not be paid.

E. Change of Business Structure or Ownership

If the business structure or ownership of the Institution changes during the period of time covered by this agreement, the Institution's officials must submit a new certificate of authority to NDE within 30 calendar days of the change. Examples of business structure or ownership changes include the following: formation or dissolution of a corporate entity; sale of sole proprietorship; creation of a lease/purchase agreement; and change of corporate officials. Some of these changes in business structure or ownership may necessitate the termination of this agreement and the submission of a new CACFP application and agreement with the new owner/s.

F. Fraud

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets or property that are the subject of a grant or other form of assistance under 7 CFR Part 226, whether received directly or indirectly from NDE or USDA or whoever received, conceals, retains such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of \$100, shall be fined a maximum of \$25,000, imprisoned for not more than one year, or both. Section 104(b) of PL105-336 amended section 12(g) of NSLP (42 U.S.C. 1760(g)).

G. Collection

Any unpaid overclaim assessed to the Institution shall be subject to collection proceedings through any means deemed necessary, including use of a private collection agency. Any fees associated with the collection of unpaid overclaims shall be assessed to the Institution, its owner and/or principals.

H. Electronic Access

When electronic access is implemented, the owner and/or the designated official, who are authorized to sign claims for the institution, understand and agree that they are each legally and financially responsible for all information submitted via the electronic access application and claims processing system. The owner and/or designated official understand and agree that they are each responsible for protecting the security of the password used to access the electronic application and claims processing system. The owner and/or designated official understand and agree that they are legally and financially responsible for any overclaims, corrective action, declaration of seriously deficient and termination resulting from errors, misuse or abuse of the electronic access application and claims processing system.

Section VII. Training Requirements

A. New Institutions (New Agreements)

Six hours of formal NDE training on the CACFP must be completed prior to the approval of the Institution's application. This training must have occurred within the previous 6 calendar months prior to the submission of the application to NDE. At a minimum, the Institution's CACFP designated official and/or CACFP contact person and the person/s responsible for the food service operation are to complete this training prior to CACFP approval. New institutions may not begin claiming prior to the date when training was completed.

B. New Designated Official/Contact Persons

When the Institution has a change in the designated official or contact person, this person must complete

6 hours of formal NDE training on the CACFP within 4 months of becoming designated official.

C. Currently Participating Institutions

The Institution shall receive ongoing training in CACFP requirements as changes occur in State and Federal policies, rules and regulations.

D. Corrective Action

If the Institution is found by NDE to have serious deficiencies in its operation of the CACFP, either through reviews, audits or other means, it may be required to complete CACFP formal training as part of a corrective action plan. The NDE shall terminate the program agreement with the Institution determined to be seriously deficient. However, the NDE shall afford the Institution an opportunity to correct problems before terminating the Institution for being seriously deficient.

Section VIII. Repayment of Overclaimed Funds

The Institution shall repay to the federal government from its funds all monies determined by any financial compliance audit or review to be owed to the federal government as the result of a sustained audit exception in connection with any program for which the applicant has received federal funds. If the Institution should fail to make such repayment within 30 days after demand by the NDE, the Institution shall be charged interest on the unpaid balance and shall pay all reasonable attorneys' fees of the NDE in seeking to enforce this paragraph.

Section IX. Additional Requirements By Program Type

Addendums are attached as part of the agreement. Carefully review those that apply to your institution.

1. Adult Day Care Centers
2. Afterschool Care Programs
3. Emergency Shelters Serving Homeless Children

4. Day Care Home Sponsoring Organizations
5. Outside-School-Hours Care Centers
6. Proprietary For-Profit Centers
7. Proprietary For-Profit F/RD Centers

Part III. Policy Statements

Section I. Nondiscrimination Policy

The Institution hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-7) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50) and Food and Nutrition Service directives or regulations issued pursuant to that act and the regulations, to the effect that, no person in the United States shall, on the basis of race, color, national origin, sex, age, and disability be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance through NDE; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal Funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by NDE. This includes any Federal

agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance.

By accepting this assurance, the applicant agrees to compile data, maintain records and submit reports as required; to permit effective enforcement of Title VI of the Civil Rights Act; and to permit authorized representatives of NDE, State Auditor of Public Accounts, auditors on contract, or USDA to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, NDE shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the applicant Institution, its successors in interest, transferees, and assignees as long as it receives assistance or retains possession of any assistance under the CACFP. The person or persons whose signatures appear in Part I of this agreement are authorized to sign this assurance on behalf of the applicant Institution.

The Institution assures NDE that all participants at each facility included in the Part I form are served the same meal at no separate charge, regardless of race, color, national origin, sex, age, and disability, and there is no discrimination in the course of the meal service.

The Institution acknowledges that NDE assumes the responsibility for distributing a news release about the Institution's policy for free and reduced price meals. If the institution elects to submit its own news release, it will retain a copy of the release in its permanent file and also submit a copy of the news release to NDE with its application.

The Institution gives assurance that it has collected actual beneficiary data by racial/ethnic category for each participant presently enrolled, and has included the data in Part I. The Institution understands that the collection of this information is strictly for statistical reporting requirements and has

no effect on the determination of eligibility to receive benefits under the CACFP.

Section II.

Free and Reduced Price Meal Policy

The Institution agrees to collect and maintain household size and income information for eligible enrolled participants as specified in 7 CFR 226.15(e) at the child/adult care center/s included in Part I (exception – Emergency Shelters w/Homeless Children, Afterschool Care Program) to determine which participants are from households meeting the income eligibility guidelines for free or reduced price meals as set by USDA for any year that this agreement is in effect. Such information shall be maintained on income eligibility forms distributed by NDE to participating Institutions. This information shall be collected annually for a 30-day test period. When collecting household size-income data, the Institution is required to disseminate copies of the following NDE documents to all households of enrolled participants: 1) cover letter to households explaining participation in the CACFP, which includes the income eligibility guidelines for the current fiscal year and the nondiscrimination statement; 2) income eligibility application forms and 3) instructions for completing income eligibility application forms.

The Institution may not serve meals at a separate charge and shall agree to the following free and reduced price meal policy:

The representative/s of the Institution applying for participation in the CACFP agree to accept the responsibility for and assure that the Institution:

- a. Will not physically segregate, nor discriminate in any way against any person receiving a meal benefit and that it will protect the anonymity of these persons and that there will be no overt identification of persons qualifying the center for a free or reduced price meal; and
- b. Will serve the same meals or snacks to all CACFP participants at no separate charge, regardless of race, color, national origin, sex,

age, or disability, and that there will be no discrimination in the course of the food service.

Section III.

Lobbying Certification

(Applicable to Institutions that have submitted a proposal for grants, sub-grants, cooperative agreements, and contracts exceeding \$100,000 in Federal funds.)

Submission of this certification is a prerequisite or making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employer of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Federal grant of cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Section IV.

Without waiving Indemnity

the limitations set forth in NRS 41.035, the Institution shall indemnify and hold the NDE, its agents and employers, harmless from any loss, causes of action, liability, attorney's fees or claim for damages or injury to persons or property arising out of the performance of this Agreement to the extent such liability, loss, or claims are caused by the result from the negligent or intentional acts or omissions of the Institution, its agents or employees.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Certification Page

(Complete and sign before signing page 13.)

Only for Institutions *with* Board of Directors:

Note: A Governing Board member *cannot* designate himself or herself as the *Designated official*.

_____, the qualified member of, and acting on behalf of the Governing
Name of Governing Board member Date of Birth
Las Vegas, Nevada
Board, certifies that during a meeting held in _____ on
City and State

October 15, 2003, this Governing Board thoroughly read and approved the Agreement between the
Date of Meeting
City Of Las Vegas and the Nevada Department of Education, for the
Legal Title of the Institution

purpose of participating in the Child and Adult Care Food Program for the period ending September 30, 2004, as
noted in Board minutes. Stacy Noland 10-04-70 was designated by the Governing
Name of Designated Official Date of Birth

Board to sign and execute the Agreement on page 13 and agrees to comply with the administrative and financial
responsibilities as stated in this Agreement. I further certify that this meeting was duly noticed, called, and
convened, and was attended by a majority of the members of the Governing Board and that approval has not since
been altered or rescinded.

Signature of Governing Board Member Authorized to Sign This Certification Page

Only for Institutions *without* Board of Directors:

I, _____, have thoroughly read and approved the
Name of Owner or Corporate/Military Official Date of Birth

Agreement between the _____
Legal Title of the Institution

and the Nevada Department of Education, for the purpose of participating in the Child and Adult Care Food
Program for the period ending September 30, 2004. _____ is approved to
Name of the Designated Official Date of Birth
sign and execute the CACFP Agreement on page 13 and agrees to comply with the administrative and financial
responsibilities as stated in this Agreement.

Signature of Owner or Corporate/Military Official

Signature Page

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

This Child and Adult Care Food Program agreement shall be effective upon the date of approval recorded below by NDE.

I hereby certify that all the information submitted in this packet is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that the NDE or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

AGREED TO AND SIGNED

City of Las Vegas

(Name of Institution)

Nevada Department of Education

(State Agency Name)

(Signature, Designated Official)

Stacy Noland

(Name (Please Type))

(Signature, Director, Office of Child Nutrition
and School Health)

(Name (Please Type))

Field Supervisor

(Title)

(Date)

(Date)

APPROVED AS TO FORM:

Robert S. Z... 10-14-03
Date

.....
FOR STATE AGENCY USE ONLY

Agreement Effective Dates

From _____ through _____

forms and 3) instructions for completing income eligibility application forms. Household size income statements must be maintained at the institution level, alphabetized, and readily retrievable by individual center's participants.

f. Claim no more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal per enrolled participant per day during the designated meal times. Only emergency shelters may be approved to claim breakfast, lunch, and supper.

g. Claim reimbursement only for meals served to eligible enrolled participants within limits of the license or Fire Marshal or other appropriate Federal, State or local agency for the center/s included in Part I of this agreement.

h. Submit claims for reimbursement in accordance with procedures established by NDE, Office of Management and Budget Circulars A-87 and A122, FNS Instruction 796-2 Revision 3, Nevada Revised Statute Part 332, and any other applicable statute, guideline, or regulation. Claims are processed on the 10th and 20th of each month. Only final claims postmarked within 60 days following the close of a claiming month shall be eligible for reimbursement unless the 36 months exception is requested. Each institution may have a one-time exception to this 60-day deadline once every three years. A request for the exception must include: 1) the reasons for the late claim, 2) a description of what procedures have been implemented to prevent future late claims, and 3) the job description of the person responsible for the claim. (7 CFR Part 226.10) Claim revisions resulting in additional payment to the institution must be postmarked within 80 days following the close of the claim month. Claim revisions that result in funds owed back to the State agency will be accepted with no rule of timeline.

i. Maintain in the storage, preparation, and service of food, proper sanitation and health

standards in conformance with all applicable State and local laws and regulations.

j. Utilize commodities properly and solely for the benefit of the CACFP, if any are received, and purchase those foods as may be plentiful which may be efficiently utilized within the CACFP.

k. Use cash received in lieu of commodities for the purchase of food pursuant to 7 CFR 240.9, as amended.

l. Maintain necessary facilities for storing, preparing and/or serving food.

m. Keep, maintain, and secure full and accurate records of the CACFP as specified in Part II, Section III.A of this agreement.

n. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, and to promptly take such actions that are necessary to correct deficiencies identified by a review of the Institution's records or during any on-site visit or review by State or Federal authorities or auditors on contract with State or Federal authorities.

o. Utilize and comply with NDE's Appeal Procedures for the CACFP to review any decision of NDE it wishes to contest.

p. Use only the forms provided by NDE to record or collect information when NDE has provided or distributed such forms for the purpose unless prior written approval is given by NDE to use other forms.

q. Document revenue from participants, federal reimbursement, and food sales to adults and donations.

r. Document administrative and operating costs claimed for each month (invoices and receipts).

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Addendum 1**Adult Day Care Centers (ADC)****A. Eligibility of Centers**

1. Centers may participate in the CACFP either as independent centers or under sponsoring organizations. (See CACFP Requirements, Part II, Section III). Public and private non-profit centers may not participate under for-profit sponsoring organizations. For-profit centers must comply with provisions under Part II, Section IX of this agreement.

2. Centers must be licensed or approved to provide day care services to functionally impaired adults or individuals 60 years of age or older in a group setting outside their homes as a group living arrangement less than 24 hours.

B. Adult Eligibility

Centers must provide a community-based group program designed to meet the needs of functionally impaired adults through an individual plan of care. The program shall be structured and comprehensive, providing a variety of health, social and related support services to enrolled adult participants.

C. Management Responsibility

Adult day care centers must provide care and services and maintain professional responsibility for all such services.

D. Meal Eligibility

Only meals that are not reimbursed by another Federal nutrition program (including Title III of the Older Americans Act of 1965, Nutrition Program for the Elderly) may be claimed for reimbursement under CACFP.

E. Required Records

Sponsors of adult day care centers must maintain all records required under Part II, Section IIIA of this Agreement.

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Addendum 2

Afterschool Care Program (ASCP)

A. Eligibility of Programs

Programs may participate only if they are located within a school site boundary in which 50 percent or more of the school site enrollment is approved for free-reduced price meals. Approved eligibility shall remain effective for three (3) federal fiscal years. A complete list of eligible school sites is available from NDE.

To be eligible for reimbursement for "Afterschool Snacks," each eligible Institution must:

1. Provide children with regularly scheduled activities in an organized, structured and supervised environment; and
2. Include educational or enrichment activities.

"Afterschool Snacks" may not be claimed for reimbursement during summary vacation.

Licensing is not required unless there is a state or local requirement for licensing. If there is no licensing requirement, then centers must meet state or local health and safety standards. Child care services may not be residential or 24 hours a day for the same child.

B. Snack Eligibility

Each "Afterschool Snack" will consist of two of the following four components in the amounts indicated:

1. Fluid Milk (1 cup)
2. Juice or Fruit or Vegetable (3/4 cup – Juice may not be served when milk is the only other component).
3. Meat or Meat Alternate (1 ounce) or Yogurt (1/2 cup or 4 ounces).
4. Grains/Breads – 1 slice bread or an equivalent serving of an acceptable grain/bread.

"Afterschool Snacks" are reimbursed at the free rate for all school age children.

The "Afterschool Snack" must operate as a non-pricing program.

The "Afterschool Snack" meal count must be taken at the point of service by counting the number of students receiving a reimbursable snack.

Reimbursement is limited to one "Afterschool Snack" per child per day.

C. Child Eligibility

Reimbursement may be claimed for "Afterschool Snacks" served to school age children through the age of 18 in eligible after school care programs. Reimbursement may also be claimed for those children who turn age 19 during the school year.

The "Afterschool Snack" may be claimed only for those children for whom attendance is documented. A sign-in sheet or roster may be used to document attendance.

D. Required Records

The following records must be maintained:

1. Daily meal counts ("point of service" meal count).
2. Documentation of each day of a child's attendance (roster or sign-in sheet).
3. Documentation of compliance with meal pattern requirements.

Afterschool Care Program Institutions must maintain all records required under Part II, Section IIIA of this Agreement with these three exceptions:

1. Enrollment is not required.
2. Income eligibility applications are not required.
3. Production records are not required.

E. Training Requirements

If the Institution only participates in the CACFP under the ASCP provisions, the required NDE training may be completed in less than 6 hours.

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Addendum 3

Emergency Shelters Serving Homeless Children (ES)

A. Eligibility of Shelters

An emergency shelter must provide temporary residential and food services to homeless children and their parents or guardians. It must be a public or private non-profit Institution. The Institution must meet any health and safety codes that are required by state or local law; however the shelter does not have to be licensed to provide day care. The shelter must have the appropriate inspections or permits to certify that proper health, sanitation, fire and safety codes are met at all times. A shelter may complete an application and sign an agreement with the Nevada Department of Education or it may participate as a facility under an existing CACFP sponsoring organization.

B. Meal Eligibility

To be eligible for reimbursement of meals served in emergency shelters each eligible Institution must:

1. Serve meals in accordance with meal pattern requirements as stated in 7 CFR Part 226.20.
2. Serve meals to at-risk children who temporarily reside in the facility where they receive their meals. Note: Meals and snacks served to visiting children who are not residents of the shelter may not be claimed for reimbursement.
3. Serve meals in congregate meal settings. An exception may be made for meals served in private family quarters that are part of an emergency shelter to infants from birth through age 11 months if the shelter provides all of the required components to the infant's parent or guardian and maintains records documenting that sufficient food has been served to meet the meal pattern.
4. Serve meals free to residential children without further application. Although a shelter may collect cash, food stamps, or other in-kind payments from some residents for their meal services, it may not charge or collect payments for CACFP meals and snacks served to eligible children.

C. Child Eligibility

Each residential child 12 years of age and younger may receive up to three reimbursable meals each day, (breakfast, lunch, and supper or two meals and one snack). NDE approved meals may be claimed on weekdays and weekends year round. Migrant children age 15 and younger and children with disabilities, regardless of their age, may also receive CACFP meals and snacks at the emergency shelters where they reside.

D. Commodities vs. Cash-in-Lieu of Commodities

1. An approved shelter may receive CACFP reimbursement and commodities or cash-in-lieu of commodities for every lunch and supper served to eligible children.
2. A shelter may continue to receive and use commodity foods from The Emergency Food Assistance Program for the meals it serves to adults and children who are not eligible for CACFP; provided that its records are sufficient to establish the shelter's allotments of commodities under each program.

E. Required Records

The following records must be maintained:

1. Documentation for each day of a child's attendance.
2. "Point of Service" meal counts for each meal service; breakfast, lunch, dinner and snack.
3. Documentation of compliance with meal pattern requirements to include meals served to infants.
4. In those situations where a shelter's total food service is not conducted exclusively for the benefit of eligible residential children, the shelter must keep separate records of the meals it serves. Meals served to adult and non-eligible children are not reimbursable.

Emergency shelters serving homeless children must maintain all records required under Part II, Section IIIA of this Agreement with two exceptions:

1. Income eligibility applications are not required.
2. Production records are not required.

Sponsoring Organizations of Day Care Homes (DCH)

A. Eligibility of Institutions Acting as Sponsoring Organizations

Public or private, non-profit Institutions are eligible to participate in the CACFP as a sponsoring organization of day care homes.

To apply for participation in the CACFP, the sponsoring organization shall submit all information required for its approval and the approval of all day care homes under its jurisdiction, in accordance with 7 CFR 226.6(b) and 226.6(f)(2). The sponsoring organization cannot be on the list of ineligible Institutions from the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS).

The sponsoring organization must maintain an organizational history of properly managing funds and ongoing activities as determined by independent audit reports or financial statements.

B. Day Care Home Eligibility

Day care homes are *not* required to be non-profit. Day care homes means an organized non-residential child care program for children enrolled in a private home, licensed or approved as a family or group day care home and under the auspices of a sponsoring organization.

Day Care Home Provisions will be met as outlined in 7 CFR Part 226.18. Sponsoring organizations are prohibited from charging a fee to the day care home for its CACFP Administrative Services.

Providers will be classified as Tier I or Tier II homes and paid accordingly as specified in 7 CFR 226.13. The sponsoring organization agrees to determine which of the day care homes under its sponsorship are eligible as Tier I or Tier II day care homes. A Tier I home means:

a. A day care home that is operated by a provider whose household meets the income standards for free or reduced-price meals, as determined by the sponsoring organization based on a completed free and reduced price application, and whose income is verified by the sponsoring organization of the home in accordance with 7 CFR 226.23 (h)(6);

b. A day care home that is located in an area served by a school enrolling elementary students in which at least 50 percent of the total number of children enrolled are certified eligible to receive free or reduced price meals, or;

c. A day care home that is located in a geographic area, as defined by USDA based on census data, in which at least 50 percent of the children residing in the area are members of households which meet the income standards for free or reduced price meals.

A home that does not meet the criteria for a Tier I day care home is considered a Tier II day care home.

Tier II homes Must be given the opportunity to select one of the three options for receiving reimbursement. The provider may choose to:

1. Receive the lower Tier II reimbursement rates for meals served for all children enrolled in day care (excluding his/her own children).
2. Have the sponsoring organization collect income information for all children enrolled in day care. Meals served to children from households who meet income eligibility guidelines would be reimbursed at the Tier I rates and at Tier II rates for meals to other children. Sponsoring organizations are prohibited by law from telling providers the individual income eligibility of any enrolled child.
3. Use documented proof of only those children who are income eligible for Tier I reimbursement by virtue of their participation in a federal or state program whose income criteria matches the income criteria for the CACFP.

Determination of a day care home's eligibility as a Tier I day care home shall be valid for one year if based on a provider's household income, three years if based on school data, or until more current data are available if based on census data. However, a sponsoring organization, NDE, or USDA may change the determination if information becomes available indicating that a home is no longer in a qualified area.

Day care home providers' children enrolled in care may be claimed for reimbursement if they are eligible for free and reduced price meals as specified in 7 CFR Part 226.6(b)(3).

The sponsoring organization must provide appeal procedures before a provider is dropped for cause. If a provider is terminated for cause, the provider's name, address, business name, and reasons for termination must be submitted to NDE.

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C. Program Requirements

The sponsoring organization shall accept final administrative and financial responsibility for management of an effective CACFP and comply with all requirements of 7 CFR 226. Specific provisions for sponsoring organizations shall be followed as stated in 7 CFR 226.16.

The sponsoring organization shall provide adequate supervisory and operational personnel for the effective management and monitoring of the CAFFP at all day care home facilities under its jurisdiction. At a minimum, such assistance shall include:

- a. Pre-approval visits to each day care home for which application is made to discuss CACFP benefits and verify that the proposed food service does not exceed the capability of the child care provider. The provider must become active within the first 90 days of the pre-approval, otherwise a new application agreement and pre-approval training must be done.
- b. Staff training for all child care providers in program duties and responsibilities prior to beginning CACFP operations;
- c. Retraining and re-enrollment is required if a new provider does not start claiming meals within 90 days of the initial training.
- d. Additional training sessions, to be provided not less frequently than annually; and
- e. Reviews of DCH operations to assess compliance with meal pattern, recordkeeping, and other CACFP requirements. At a minimum, reviews must be done three times each year at each day care home with no more than six months elapse between reviews and include:
 1. One review during each day care home's first four weeks of operation;
 2. One unannounced review at meal time; and
 3. Two meal reviews.
- f. The sponsoring organization must ensure that providers notify the organization when planning to be away from home during a meal service.

D. Reimbursement

Rates for meals served in Tier I and Tier II day care homes shall be in accordance with 7 CFR 226.4 and

7 CFR 226.13. A sponsoring organization for day care homes shall receive payments for administrative costs. During any fiscal year, administrative costs payments to a sponsoring organization may not exceed the lesser of:

- a. Actual expenditures for the cost of administering the CACFP less income to the CACFP, or
- b. The amount of administrative costs approved by NDE in the sponsoring organization's budget, or
- c. The sum of the products obtained by multiplying each month the sponsoring organization's number of homes by the rate structure determined annually by USDA and as specified in 7 CFR 226.12.

During any fiscal year, administrative payments to a sponsoring organization may not exceed 30 percent of the total amount of administrative payments and food service payments for day care home operations.

Advance payments made to sponsoring organizations shall be in accordance with 7 CFR 226.10. Failure to comply with 7 CFR 226 will result in the withholding of administrative funds.

The sponsoring organizations will execute activities following approved procedures and in accordance with the intended purposes as specified in 7 CFR Part 226.12(b) for Start-up Funds and under Public Law 101-147 for Expansion Funds in order to initiate CACFP operations at family day care or group day care homes. Upon demand by the NDE, repay any Start-up or Expansion payments not expended in accordance with regulations as specified in 7 CFR Part 226.12 and under Public Law 101-147. Upon expiration of the time allotted to the sponsoring organization for Start-up or Expansion Funds, the NDE shall obtain and review documentation of activities and costs incurred under the terms of this agreement.

E. Provider Payments

The sponsoring organization must inform the NDE of timely information concerning the eligibility status of day care homes (such as licensing/approval actions). An application for participation, or renewal materials, for each day care home, accompanied by all necessary supporting documentation will be submitted as required by the NDE prior to making provider payments. Child and Adult Care Food Program requirements are met as set forth in 7 CFR Part 226.13 regarding payments to day care homes. A sponsoring organization shall make payments of CAFFP funds to child care homes within five

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working days of receipt from NDE. This disbursement may not exceed the rates times the number of meals documented at each day care home during any fiscal year (7 CFR 226.16(g)).

F. Meal Pattern Requirements

If order to qualify for reimbursement, all meals served by participating day care homes must meet the meal pattern requirements of 7 CFR 226.20.

G. Required Records

Records required to document claims for reimbursement shall be kept for a period of three full years after the close of the fiscal year to which they pertain, or longer as necessary, to resolve all audits and review findings, from the date of the last payment made to the sponsoring organization under the CACFP.

1. The sponsoring organization shall establish procedures to collect and maintain all necessary records as required in 7 CFR 226. Such records shall include:

- a. Copies of the approved CACFP application, agreement, management plan and all support documents submitted to NDE;
- b. Documentation of:
 - i. The enrollment of each child at day care homes;
 - ii. Information used to determine the eligibility of enrolled providers' children for free or reduced price meals;
 - iii. Information used to classify day care homes as Tier I day care homes; and
 - iv. Information used to determine the eligibility of enrolled children in Tier II day care homes that have been identified as eligible in accordance with 7 CFR 226.23(e)(1).
- c. Daily records indicating the number of participants in attendance and the number of meals, by type (breakfast, lunch, supper, and supplements), served to participants.
- d. Copies of invoices, receipts, or other records required by NDE financial management instruction to document:
 - i. Administrative costs claimed by the sponsoring organization;
 - ii. Income to the CACFP.
- e. Copies of all claims for reimbursement submitted to NDE.
- f. Receipts of all CACFP payments received from NDE.
- g. Copies of menus, and any other food service records required by NDE; and

- h. Information on training session, date(s) and location(s), as well as topics presented and names of participants;
 - i. Information concerning the dates and amounts of disbursements to each day care home;
 - j. Information concerning the location and dates of each day care home review, any problems noted, and the corrective action prescribed and effected.
2. These records must be made available to review and, if needed, to copy during the sponsoring organization's normal business hours. To representatives of NDE, USDA, Office of the Inspector General (OIG), and the Government Accounting Office (GAO) for such CACFP reviews or audits as may be determined to be necessary by such representatives in accordance with 7 CFR Part 226.

Disbursements of advance payments may be withheld from day care homes, which fail to submit reports required by 7 CFR 226.15(e).

All records are required as stated in Part II Section IIIA with the exception of:

1. Production records

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Addendum 5

Outside School Hours Care Center (OSHC)

A. Eligibility requirements

The center must be public or private non-profit or a proprietary Title XX Center (see Part II, Section III). OSHC centers may participate independently or under a sponsoring organization that is *not* proprietary. Child care services must be organized and distinct from a school's extra curricular programs for scholastic, cultural, or athletic purposes.

Licensing is not required less there is a state or local requirement for licensing. If there is no licensing requirement, then centers must meet state or local health and safety standards. Child care services may not be residential or 24 hours a day for the same child.

B. Meal Service Requirements

Meals must meet the CACFP meal pattern requirements. A breakfast, snack, and supper may be served to enrolled children. With the permission of the NDE, lunch may be served during weekdays to enrolled children attending a school that does not offer a lunch program. Lunch may be served to enrolled children during school vacation, weekends, and holidays. However, no child may receive more than three meals per days, and at least one must be a snack.

There shall be at least 3 hours between the beginning of one meal and the beginning of another. If no afternoon snack is served, there shall be at least 4 hours between lunch and supper. Lunch and supper cannot last for more than 2 hours while breakfast and snack service is limited to 1 hour. Supper can begin no later than 7 p.m. and must end no later than 8 p.m.

C. Record Requirements

When the OSHC center is not required to be licensed, attendance records may be in the form of a roster or sign-in sheet.

OSHC centers must maintain all records required under Part II, Section IIIA of this Agreement.

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Addendum 6

Proprietary For-Profit Centers

A. Independent Proprietary Title XIX or Proprietary Title XX Centers

If the Institution is a Proprietary Title XIX or Proprietary Title XX Center, as defined in 7 CFR 226.2, it certifies that at least twenty-five percent (25%) of the eligible enrolled participants (or if a child care center then either 25% of enrollment or license capacity) receive benefits from Title XIX or XX of the Social Security Act in the calendar month prior to submitting this application and agreement to NDE. It certifies that:

1. It has submitted, as part of the CACFP application, a copy of its current agreement with the Title XIX or XX administering agency; and,
2. If it is a new CACFP Institution, it has completed and submitted, as part of this application and agreement, the "Proprietary For-Profit Statement" form.
3. When the center has less than 25% Title XIX or XX beneficiaries for the month it will submit a monthly claim, (NDE CACFP-1) by the tenth day of the month following the claim month, indicating on the claim, in the box above the signature of the authorized representative, that the center has less than 25% Title XIX or XX beneficiaries for the month indicated. The claim will show no meals or snacks claimed for reimbursement.
4. The Institution's claim for reimbursement each reporting month will include only creditable meals served to eligible enrolled participants if the center meets the 25% requirements for that month.

B. Proprietary Title XIX or Proprietary Title XX Centers.

If the Institution is sponsoring proprietary Title XIX or XX centers, as defined in 7 CFR 226.2, it certifies that the 25% requirement is met at each of its centers in the calendar month prior to submitting this application and agreement to NDE. It certifies that:

1. It has submitted, as part of the CACFP application, a copy of its agreement/s with the Title XIX or XX administering agency for each center included in Part I of this agreement.
2. It has completed and submitted, as part of this application and agreement, the "Proprietary For-Profit Statement" for each new center. It will submit a roster of eligible enrolled participants and

documentation that benefits were received from Title XIX or Title XX for care at least 25% of participants for the calendar month prior to submitting this application and agreement to NDE.

3. Only centers meeting the 25% requirement for the month will be included in each month's claim for reimbursement. The total number of Title XIX or Title XX beneficiaries, by participating center, must be reported on the claim.
4. Its claim for reimbursement for each reporting month will include only creditable meals served by those centers meeting the 25% requirement in that month. If no centers meet the 25% requirement that sponsor will submit a monthly claim, (NDE CACFP-1) by the tenth day of the month following the claim month, indicating on the claim, above the signature of the authorized representative, all centers have less than 25% Title XIX or Title XX participants for the month indicated. The claim will show no meals or snacks claimed for reimbursement.

C. Legal Identity

If the Institution is a Proprietary Title XIX or Proprietary Title XX organization, as defined in 7 CFR 226.2, the Institution also certifies that all centers included in this agreement have the same legal identity as the Institution.

D. Records

In addition to other recordkeeping requirements listed in Part II, Section IIA of this agreement, all Proprietary Title XIX and Title XX centers shall keep documentation of Title XIX and XX beneficiaries issued by appropriate state or local agencies to prove compliance with the 25% requirement. These records shall be maintained and available for inspection by representatives of NDE, auditors on contract with NDE and USDA at the primary business location during the Institution's normal business hours.

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Addendum 7

Proprietary For-Profit F/RD Centers

A. Independent Proprietary F/RD Centers

1. If the Institution is a Proprietary Center, as defined in the Consolidated Appropriation Act of 2001, enacted December 21, 2000, it certifies that at least 25% of their current enrollment or licensed capacity, whichever is less, is eligible for free and reduced price meals. It will submit a roster of eligible enrolled participants and documentation that at least 25% of participants for the calendar month prior to submitting the application were free/reduced eligible for meal benefits.
2. It certifies that it has completed and submitted as a part of this application and agreement the Proprietary For-Profit Statement.
3. When the center has less than the 25% F/RD beneficiaries for the month, it will submit a monthly claim (NDE CACFP-1) by the tenth day of the month following the claim month, indicating on the claim that the center has less than 25% beneficiaries for the month indicated. The claim will show no meals or snacks claimed for reimbursement.
4. The Institution's claim for reimbursement each reporting month will include creditable meals served to eligible enrolled participants if the center meets the 25% requirements for the month.

Records

1. In addition to other recordkeeping requirements listed in Part II, Section IIA of this Agreement, all Proprietary F/RD centers shall keep documentation of beneficiaries to prove compliance with the 25% requirement. These records shall be maintained and available for inspection by representatives of NDE, auditors on contract with NDE and USDA at the primary business location during the Institution's normal business hours.

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Attachment A

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APPEAL PROCEDURES
Child and Adult Care Food Program

The Nevada Department of Education establishes the following procedures to afford an institution/applicant the opportunity to contest the State agency decisions regarding CACFP participation, payments, or termination. Institution appeal procedures are detailed in 7 CFR 226.6 (k).

The State agency will notify the institution/applicant in writing by means of certified mail, return receipt requested, of the grounds for action taken. The following appeal procedures describe the rights and responsibilities of the institution/applicant.

The institution/applicant may refute the State agency's decision only if a board representative or the designated official of the institution requests an appeal from the:

Nevada Department of Education
Deputy Superintendent of Public Instruction
Child and Adult Care Food Program
700 East Fifth Street, Carson City, NV 89701-5096

Upon receipt of the State agency's notice of action, a board representative or the designated official of the institution/applicant shall have:

- 15 calendar days in which to file a written request for an appeal. The request must clearly specify the action being appealed and whether or not an in-person hearing is expected.
- 30 calendar days in which to submit any pertinent written documentation to the Hearing Officer.
- the option of retaining legal counsel or representation by another person. Failure of the institution/applicant or their representative to appear at a scheduled hearing may constitute a waiver of the right to a personal appearance, unless the review official agrees to reschedule the appeal.

Upon the State agency's receipt of a written request for an appeal, the institution/applicant shall have:

- the acknowledgement of the receipt of the request for appeal within 10 calendar days.
- the opportunity to review any information upon which the State agency's action was based.
- 10 calendar days advance written notice, sent by certified mail, return receipt requested, from the State agency, of the time and place of the hearing.
- 60 calendar days in which to expect the Hearing Officer's determination based on the information provided by the State agency, the institution/applicant and program regulations.

A participating institution that receives a termination notice may continue to operate under the CACFP unless the decision was based on imminent danger to the health or welfare of participants. Program disallowance and repayment of funds will not be demanded pending the outcome of the appeal process. If the State agency's action is upheld by the Hearing Officer, the State will demand repayment of the funds.

The Hearing Officer is an independent and impartial official not accountable to any person authorized to make decisions concerning the Child and Adult Care Food Program. The Hearing Officer's decision is the final administrative determination afforded to the CACFP institution/applicant.

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: LEISURE SERVICES****DIRECTOR: BARBARA P. JACKSON, DPA** ☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Interlocal Contract between the State of Nevada and the City of Las Vegas Department of Leisure Services for operation of the grant funded Family Resource Center at Stupak Community Center (\$3,121.81/10% cash match - Grant Award/General Fund) - Ward 1 (Moncrief)

Fiscal Impact☐**No Impact****Amount: \$3,121.81-10% cash match**☒**Budget Funds Available****Dept./Division: Leisure Services/Recreation**☐**Augmentation Required****Funding Source: Grant Award/General Fund****PURPOSE/BACKGROUND:**

The State of Nevada awarded the Stupak Community Center Family Resource Center a \$31,218.08 grant effective October 1, 2003, through June 30, 2004. Upon approval of the contract, the City is responsible for providing a required 10% cash match at \$3,121.81 to be earmarked and utilized for Family Resource Center support purposes only. The \$3,121.81 cash match is included in the City budget

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

Interlocal Contract

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

For Budget Division Use Only
Under \$10,000: ☐ Yes ☐ No
Reviewed by: _____

For Board Use Only
Date: 1-13-04
Number: 71

CONTRACT SUMMARY

(To Accompany All Contracts Submitted for Review by the Board of Examiners)

I. DESCRIPTION OF CONTRACT:

1. State Agency: Department of Human Resources
Budget Account No.: 3195
Expenditure Category No.: 69
Line item authority available: ☒ Yes ☐ No

Contractor Name: City of Las Vegas
Stupak Family Resource Center
Address: 300 W. Boston Ave.
Las Vegas, NV 89102

2. Contract start date:

a. Effective upon Board of Examiner's approval ☐ Yes

Or

b. Effective October 1, 2003.

(Enter date work to start if other than on BOE approval)

Note: Contracts with an effective date prior to Board of Examiner's approval (retroactive) must be accompanied by a memorandum explaining the reason and must obtain BOE approval

RECEIVED

DEC 18 2003

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

3. Termination date: June 30, 2004

4. Type of contract: ☒ New Contract ☐ Interlocal Agreement ☐ Contract Amendment
☐ Cooperative Agreement ☐ _____ (Please explain)
Other

5. Purpose of contract (Describe work to be accomplished): Family Resource Centers, located in at-risk neighborhoods, provide information services, referral services, and case management. Based on a needs assessment, programs such as English as a Second Language classes, parenting classes and substance abuse prevention programs are offered.

6. a. Payment for services to take place at the rate of \$ 31,218.08 per fiscal year
(time interval) to a maximum of \$ 31,218.08 for the term of the contract.
b. If (a) not applicable, specify other basis of payment:
c. If amendment, explain changes:

II. JUSTIFICATION:

7. What conditions mandate that this work be done? Legislation (NRS 430A) mandates funding of Family Resource Centers.
8. Explain why State employees in contracting agency or other State agencies are not able to do this work. State staff lacks the expertise.
9. Is the contract amount over \$100,000? ☐ Yes ☒ No Was an RFP done by Purchasing? ☐ Yes ☒ No
If "No", please explain (Reference NRS §333.165). The Department of Human Resources and the Local Governing Board did their own.

If "No", please explain (Reference NRS §333.165). The Department of Human Resources and the Local Governing Board did their own.

- a. Were bids or proposals solicited? ☒ Yes ☐ No If "Yes," please list respondents.
(Attach additional sheet if necessary)
- b. If "No," why not (Reference SAM §0338)?
- c. Last date bid 3/03 Anticipated re-bid date 3/04
- d. Why was this contractor chosen in preference to others? The Local Governing Board conducted a competitive request for proposal process including review and scoring of applicants. Contractor was selected after receiving high scores.

III. OTHER INFORMATION:

10. Is the contractor employed by the State of Nevada, any of its political subdivisions or by any other government?
☐ Yes ☒ No If "Yes," is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? *(Please explain)*
11. Has the contractor ever been engaged under contract by any State agency? ☒ Yes ☐ No
- a. If "Yes," specify when and for which agency.
The Family Resource Center continually supplies services to the state.
- b. Has the quality of service provided to the identified agency been verified as satisfactory? Yes.
12. What is the source of funds used to pay contractor? Please break out by percentage if contractor is to be paid by more than one funding source. 100% Family Resource Center Funds.
13. To what State fiscal year(s) will contract cost be charged? SFY 04.
14. Agency Contract Compliance
Monitor: Toby Hyman Social Services Program Specialist III 702-486-3527
Name Title Telephone Number
15. Contract Compliance Monitor signature: Toby Hyman

M. Townin for
Signature of Agency Head

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

Department of Human Resources
Grants Management Unit
505 E. King St. Room 600
Carson City, NV 89702
(775) 684-3470 Fax (775) 684-4010

and

City of Las Vegas
Department of Leisure Services
Stupak Family Resource Center
749 Veterans Memorial Dr.
Las Vegas, Nevada 89101
702-229-6297 Fax 702-382-3618

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary to and in the best interests of City of Las Vegas and the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective October 1, 2003 to June 30, 2004, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK; CONTRACTOR'S RESPONSE; FISCAL PROCEDURES

ATTACHMENT B: ASSURANCES

7. **CONSIDERATION.** City of Las Vegas, Department of Leisure Services agrees to provide the services set forth in paragraph (6) at a cost of \$ 31,218.08 per fiscal year (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: monthly, not exceeding \$ 31,218.08. Any intervening end to an annual or biennial appropriation period shall

be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to Department of Human Resources, Grants Management Unit, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by Department of Human Resources, Grants Management Unit, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.**

a. Consistent with paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

24. **LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose, the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel, or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

State of Nevada, Department of Human Resources, Community Connections

Agency #1

Gary W. Dehler 12-8-03 Administrative Service Operator
Agency #1 Signature - Gary W. Dehler Date Title

M. J. Willden 12/17/03 Director, Department of Human Resources
Agency #1 Signature - Michael J. Willden Date Title

Agency #2

Federal Tax Identification Number

CSCAR B. GOODMAN Date Title

MAYOR

BARBARA J. KORNENUS Date Title

CITY CLERK

Approved as to form by:

Board Of Examiners Approval

Board of Examiners

Agency #1 Deputy Attorney General for Attorney General

On

(Date)

On

(Date)

APPROVED AS TO FORM

Robert J. Zylman 10-20-03
Date

Attachment A

Proposal

- ◆ Scope of Work
- ◆ Fiscal Procedure
- ◆ Contractor's Response

ATTACHMENT A
Stupak Family Resource Center

9
BUDGET SUMMARY FORM
(9 MONTH PROJECT ENDING JUNE 30, 2004)

NAME OF FRC: Stupak Family Resource Center

Expense Category	<u>Column 1</u> FRC Funds	<u>Column 2</u> 10% Cash Match	<u>Column 3</u> TOTAL COST
A. Personnel Services			
1. Personnel	\$28,720.63	\$2,872.06	\$31,592.70
2. Fringe Benefits	2,497.45	249.75	2,747.20
3. Consultant/Contracts			
4. Total (Items 1-3)	\$31,218.08	\$3,121.81	\$34,339.90
B. Non-Personnel Services			
5. Travel			
6. Operating Costs			
a. Occupancy			
b. Communications			
c. Supplies			
7. Equipment			
8. Other Expenses			
9. Total (Items 5-8)			
C. GRAND TOTAL (Items 4-9)	\$31,218.08	\$3,121.81	\$34,339.90

Stupak Family Resource Center

SOUTHERN NEVADA FRC APPLICATION FOR FUNDS
FISCAL YEAR 2003-2004

NAME OF FRC: Stupak Family Resource Center

ADDRESS: 300 W. Boston Avenue Las Vegas, Nevada 89102

PHONE: (702) 229-2432

FAX: (702) 382-4874

E-MAIL: Adavis@ci.las-vegas.nv.us

AGENCY DIRECTOR: Dr. Barbara Jackson

FISCAL AGENT & CONTACT PERSON: City of Las Vegas, Autumn Davis

FISCAL AGENT ADDRESS: 300 W. Boston Avenue Las Vegas, Nevada 89102

FISCAL AGENT PHONE: (702) 229-2488

FAX: (702) 382-4874

CONTACT PERSON FOR QUESTIONS ABOUT THIS APPLICATION: Autumn Davis

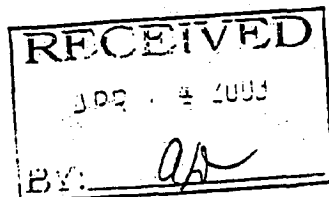
LEGAL STATUS OF AGENCY:

- ☐ Agency of State of Nevada
☒ Local Governmental Entity
☐ Non-profit Community Organization
☐ Non-profit Education Institution

IRS TAX ID. NO.: 88-6000198

AMOUNT REQUESTED: \$ 76,246.34

Signature of FRC Representative/Date:

Angela Sickler President 3/28/03

Stupak Family Resource Center

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Stupak Family Resource Center

DESCRIPTION OF APPLICANT AGENCY

The City of Las Vegas', a local government municipality, mission is to provide residents, visitors and the business community with the highest quality of municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership. The overall goal of the Department of Leisure Services, including the Stupak Community Center is to strive to promote and provide quality cultural and recreational experiences for the citizens of Las Vegas and our community. The Stupak Family Resource Center has the ultimate endeavor of improving the quality of life for the residents of the Meadow's Village area of the Las Vegas Valley.

In addition to the proposed project, Stupak Community Center currently offers throughout the year approximately 62 classes, special events, workshops and services to include but not limited to: Stupak Family Resource Center, pre-school, motor-skills, sports, home economics, summer camps, English & Spanish as a Second Language, dance, music, arts & crafts, citizenship, literacy, cooking, game room, health services, weight room, computer lab, translations, immigration assistance, free breakfast/lunch program and food distribution. There is also the Meadow's Village Library which is ran by the Las Vegas Library District on site. The relationship of the proposed program and the above existing programs all has an underlying theme, "offer the tools and assistance for the people to help themselves." Stupak Community Center staff is comprised of 29 very diverse staff, including 3 young ladies assigned from the Nevada Business Services' job training program and 2 young men from Clark County School District's Valley High School internship program.

By providing the patrons with services where they are learning computer skills, becoming U.S. citizens, learning how to speak either English or Spanish, attending early childhood learning classes, being mentored and receiving educational assistance (tutoring, guidance and counseling), we are constantly achieving our goal of improving their quality of life as well as making a tremendous impact on our lives as well as theirs.

Please see proceeding page, Appendix A, for Organizational Chart.

DESCRIPTION OF GEOGRAPHIC BOUNDARIES

The boundaries of the proposed service area are as follows: bordered by Sahara Avenue on the South, Union Pacific Railroad on the West, Charleston Boulevard on the North and Las Vegas Boulevard on the East. Stupak Community Center is located in the City of Las Vegas city limits. The main service area is located in the 89102 zip codes. Approximately 62% of the current patrons that are involved at the Stupak Community Center reside in 89102; however, the center is also utilized by 27 other zip codes. The service area is in the heart of downtown Las Vegas behind the Stratosphere Hotel & Casino referred to as "Meadow' Village"; however, most commonly known as "Naked City". According to the 2000 Census, 50% of Meadow's Village families are below poverty level.

Please see Appendix B, for map of surrounding area.

Stupak Family Resource Center

APPENDIX A: ORGANIZATIONAL CHART**Leisure Service Coordinator**

Supervises all operations of facility, programs, services, and financial matters
Directly supervises all aspects of the Family Resource Center (including staff)

*
Casemanagers*
Computer Instructor*
Citizenship Instructor|
Sr. Recreation Leader

Supervises all operations of facility, programs and services in absence of Leisure Service Coordinator

Supervises Juvenile Justice Grant and Staff

Supervises Summer Programs

Supervises At-risk youth problems

Facilitates Annual Special Events

*
Teen Instructors*
Summer Seasonal Employees|
Recreational Leader II

Supervises front desk operations

Facilitates Seasonal Special Events

Arranges training for employees

Maintains computer registration

Assists with various reporting processes

Recreational Leader II

Supervises all community worker programs

Facilitates Annual Special Events

Oversees maintenance of building and vehicles

Oversees all interns/temporary employees

Oversees and reports on volunteer program

*
Daytime Programming Operations & Employees*
Temporary Employees*
Preschool Instructor and Assistant*
Evening Programming Operations & Employees*
Front Desk Operations and Employees*
Game-room Operations & Employees*
Community Service Workers*
Volunteers

APPENDIX B: MAP OF SURROUNDING AREA

Map Legend **NAVTECH**
AIR LOGIC

Stupak Family Resource Center

COMPOSITION OF NEIGHBORHOOD COUNCIL

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>EMPLOYER</u>	<u>GOV</u>	<u>CHILDREN</u>
Angela Sickler, President	301 W. Boston Apt. #25 Las Vegas, NV 89102	354-6248	unemployed	no	no
Luisa Troncosco, Vice President	4521 E. Bonanza #238 Las Vegas, NV 89110	438-1871	Venetian	no	2
Iris Hernandez, Secretary	4211 Rimerest Rd. Las Vegas, NV 89121	457-2890	Stratosphere	no	1
Andrea Pizarro, Treasurer	201 St. Louis #1 Las Vegas, NV 89102	868-1393	Housewife	no	2
Ana M. Estrella, Member	2600 Arville St. #C13 Las Vegas, NV 89102	220-3954	Venetian	no	5
Alma Ballinas, Member	4601 Lorna Place Las Vegas, NV 89102	254-8950	Sahara	no	3
Esmeralda Gonzalez Member	304 W. Baltimore #5 Las Vegas, NV 89102	377-1761	unemployed	no	2
Estela Apaez Member	220 W. Cincinnati Ave. Las Vegas, NV 89102	340-0807	unemployed	no	2
Sonia Gomez Member	4747 Pennwood #1034 Las Vegas, NV 89102	258-8412	unemployed	no	2
Roberto Ramirez Member	236 W. Boston Apt. B Las Vegas, NV 89102	384-4533	Stratosphere	no	3
Maria Zembrano Member	201 W. Boston Apt. 9 Las Vegas, NV 89102	383-3099	unemployed	no	2
Tamica Williams Member	309 W. Baltimore Apt. 6 Las Vegas, NV 89102	314-9092	Homemaker	no	2

Stupak Family Resource Center

NEEDS ASSESSMENT: COMMUNITY PROFILE

1. According to the 2000 Census, census tract 11 in which the Meadow's Village is encompassed, there is a current population of 3,624 residents and increasing. The racial break down for that population is as follows: 54.7% Latino, 26.8% Caucasian, 7.8% African American, 7% Native American, 7.1% Asian, 2% Pacific Islander and 1% some other race. The age break down for the same population is as follows: 7.7% under 5 years, 6.4% ages 5 – 9, 4.1% ages 10 – 14, 5.3% ages 15 – 19, 9.7% ages 20 – 24, 17.2% ages 25 – 34, 18.0% ages 35 – 44, 14% ages 45 to 54, 6.7% ages 55 – 59, 3.8% ages 60 – 64, 4.8% ages 65 – 74, 2.0% ages 75 to 84 and 0.3% ages 85 and over. Also, according to the 2000 Census data, 19% of the population has not achieved their high school diploma or equivalent and 31.5% of the population hasn't progressed past a 9th grade level.

The 1995 City of Las Vegas Community Development Block Grant (CDBG) Survey indicates 40% of the Meadow's Village residents are at or below poverty level. A 12% increase over West Las Vegas and an 18% increase over East Las Vegas.

It is a valley wide fact that the area surrounding the Stupak Community Center, commonly known as "Naked City", is known for the crime rate. This area is nicknamed "Naked City" because of the prostitution, drug activity, alcohol abuse, gang violence, domestic violence, attempted murders and murders; not to mention the fact that there is 19 strip clubs, 11 massage parlors and 6 adult movie theaters/shops located along the back street, Industrial Road. In the last 6 months of 2002, the amount of criminal activity has increased by 15%. In several instances various incidents (i.e. sexual assault, drug raids, murders, stabbings etc.), have been aired on local news stations, such as Channel 3 and 8.

Besides assisting the community so extensively (i.e. referral programs, assistance services, classes, workshops and special events), the residents visit Stupak Community Center to feel protected and to use our conflict resolution skills. Stupak Community Center isn't just a recreational facility but a community center; it caters to the community and their immediate needs. In some cases the center acts as a "Safe Haven". The surrounding neighborhood is covered with graffiti and crime, but the center has never been broken into or had graffiti on the building or fences. The neighborhood protects the center and appreciates the service to a level in which the building has not been exposed to the entire variables surrounding the center. Currently, the center is the only thing that the neighborhood has to be proud of.

The Stupak Community Center and Family Resource Center utilizes various methodologies to collect input, data and information to meet the demands and needs of the community.

First method was the annual Community Development Block Grant Community (CDBG) Needs Survey for Meadow's Village. This survey was distributed to and returned by 256 Meadow's Village residents during a neighborhood meeting. The survey collected data on what programs, services and assistance the residents needed. The results are in priority as follows: English as a Second Language, Build Affordable Rental Housing, Anti-Gang/Drug Programs, Build/Expand Health Care Centers, Build/Expand Child Care Centers, Crime Prevention Programs, Job Training and Placement, Affordable Child Care, Home Ownership

Stupak Family Resource Center

NEEDS ASSESSMENT: COMMUNITY PROFILE (Continued)

Down Payment Assistance, Job Creation and Retention Substance Abuse Program, Build/Expand Youth Center and Youth Educational Programs.

Second method is the Stupak Suggestion box, we use this input to find out how we're meeting the patrons demands on customer service, effectiveness of the center and cleanliness of the facility. The number one priority from this input is to have a larger facility to expand programming. It is painfully obvious to our patrons that building size limits our ability to create new programming.

Third method is the input we receive from the Family Resource Center clientele. At time of intake, each client goes through an interview process conducted by a Family Resource Center Case Manager. The interviews typically all conclude a few suggestions, they are as follows: more direct assistance- the clients would like to be able to come on a daily/weekly basis to receive emergency goods, cash assistance – the clients would like to have this available in times of need and advocacy – the clients would like the Case Manager to go with them to various appointments to interpret/advocate on their behalf in such situations as court issues, rental assistance and employment issues.

The final method is the City of Las Vegas Department of Leisure Community Needs Assessment Project (CNAP). This project was a door-to-door survey conducted in July of 2001. This study showed that 72.7% of Meadow's Village residents would like to see the expansion of Anti Drug or Anti Gang programs offered to the youth, targeting ages 6 – 18 years old.

The Stupak Community Center and Resource Center is currently addressing many of the needs of the community, however for obvious reasons it is impossible to meet all of their demands as one time. The community and resource center is the heart/hub of the entire neighborhood; it's strength and support is the only available resource in this neighborhood. Transportation is ongoing problem for most residents; low income prohibits their ability to own, maintain and insure vehicles. This makes the location of the center and the services offered even more important.

The service that the resident's need the most are those listed above (as noted in the "Description of Agency" section) and as the needs and neighborhood change, the center will diversify programming to meet any new needs. The services used most by the surrounding community are the services offered by the community and resource center.

2. According to the 1995 City of Las Vegas Community Development Block Grant (CDBG), 40% of those residing in the Meadow's Village area live at or below poverty level.

According to the 2000 U.S. Census Bureau, Census Tract 11 – Profile of Selected Social Characteristics, 19% of those residing in the Meadow's Village area have not obtained their diploma or equivalent.

Stupak Family Resource Center**NEEDS ASSESSMENT: COMMUNITY PROFILE (Continued)**

According to the 2000 U.S. Census Bureau, Census Tract 11, Meadow's Village has a minority population of 73.2%

PROPOSED NEIGHBORHOOD ACTION PLAN OUTCOME MEASUREMENT MATRIX

Program Name	Description	Participation	Projected Outcome	Evaluation Method	Results
Citizenship	A program enabling non-citizens to learn the necessary components needed to test and become U.S. citizens. Classes will be conducted Mon – Wed 4 – 5:45pm, 6 – 8pm & Saturday 9am – 1pm. The classes have an on-going registration contingent on space availability. Due to the demand for this program, we have added the second class (Mon – Wed 4 – 5:45pm).	Non-citizens living in the community. 800 participants will attend this class throughout the course of a year.	150 students each year will pass the written and oral test given in the class & receive a certificate and proceed to take the Immigration and Naturalization test to become a U.S. citizen.	Sign - in sheets Pre/post tests	
Jr. Teacher & Me	A pre-school program for children, ages 3 – 4 years, taught in a bi-lingual setting. This program teaches the children how to interact with others their age and fine motor skills. The program operates Mon/Wed/Fri from 9:30 – 11:30am.	20 children, ages 3 – 4 years old, living in the FRC service area.	Students will learn how to become independent and interact outside of their home. Children will also learn the beginning of fine motor skills.	Attendance records Pre/post evaluations Monthly progress reports	
Teacher & Me	A Kindergarten preparation class for children, ages 4 – 5 years old, taught in a bi-	20 children, ages 4 – 5 years old, living in the FRC service	Students will be 100% prepared for Kindergarten and	Attendance records Pre/post evaluations	

Stupak Family Resource Center

	lingual setting. This program focuses on motor skills such as letter, number, color & shape recognition, tracing, cutting, tying your shoes and introduction to reading. The program operates Mon/Wed/Fri from 12 – 2:30pm	area.	some will be on a 1st grade level. Children may also become bi-lingual, speaking both English & Spanish.	Monthly progress reports End of the year report card	
Computer Literacy	Computer classes are offered in a 10 terminal computer lab located in a separate room in the Stupak Community Center. All classes are taught in a Spanish and/or English to seniors, adults and children. There is open lab as well as employment literacy, kids on the net, beginning computers for seniors, beginning computers for adults, search the web and e-mail & you. Computer classes and lab currently operate Tuesday – Friday 3 – 7pm with a new session starting every 6 weeks. Next fiscal year the computer lab will operate Mondays 9 – 12pm, Tuesday – Friday 9 – 12pm & 2 – 7pm	150 students living in the area serviced by the FRC.	75 students will increase their computer skills to move onto increasingly more complex computer skills. Participation in classes & lab will help students improve their computer skills to enhance employment possibilities and school success.	Sign – in sheets Pre/post tests	

Stupak Family Resource Center**PROPOSED PROGRAM STAFF**

- **Office Assistants/Aids** – Are used as support staff to perform various duties such as answering phones, making copies and assisting in registration of participants.
- **Volunteers** – Duties include but not limited to: distributing fliers/information, teaching classes, offering a variety of services, monitoring programs and acting as support staff.
- **Instructors** – Duties include preparation and instruction of various assigned programming areas.
- **Case Managers** – Duties include but are not limited to: Distribution and overseeing of supplies/materials, advocacy, interpretation, assistance with reporting progress, maintaining various records, distribution of fliers, obtaining collaborations, attending trainings/workshops, intake and interviewing of clientele, maintaining records/files, maintaining open line of communication with clientele, supervisors, instructors and support staff and supervising various programs/instructors.
- **Leisure Service Coordinator** – Ensures proper use of FRC funding and maintains responsibility for daily community/resource operations.
- **Financial Analyst** – Is used as auditing and tracking tool.

Please see proceeding page, Appendix C, for Proposed Program Staff Summary of Major Duties.

Stupak Family Resource Center

APPENDIX C: PROPOSED PROGRAM STAFF SUMMARY OF MAJOR DUTIES**Volunteers –**

Assists with any and all duties to reduce costs and better manage tasks, projects, programs and services. Volunteers also act as support staff and may do light janitorial work.

Office Assistants/ Aids – (Assistant)

Acts as clerical, janitorial and support staff. This employees duties include but are not limited to: answering phones, making copies, sending faxes, receive and distribute incoming mail, conducting registration, assisting with pick-up donations.

Pre-school Assistant – (Sr. Assistant)

Is responsible for assisting the lead Pre-school Instructor with planning, preparation and implementation of bilingual pre-school program for children ages 3 – 5 years old. Must act as lead in behalf of Instructor's absence. Assist with the completion of all associated grant paperwork. Assist with maintenance of various records and files. Acts as an interpreter. Assist with arranging clinics, classes and workshops for participants and parents.

Lead Pre-school Instructor – (Technician/Specialist)

The Lead Instructor is responsible for recruitment, planning, preparation and implementation of a bilingual pre-school program for children ages 3 – 5 years old. Responsible for tracking attendance and maintaining various records, pre & post tests for skill enhancement and parental interaction. Grades all assignment and projects. Compiles and submits all information needed to complete all associated grant paperwork. Acts as an interpreter. Assists with arranging collaborations. Arranges various clinics, classes and workshops for participants and parents.

Computer Instructors – (Technician/Specialists – 2 positions)

Is responsible for recruitment, planning, preparation and implementation of various computer classes in Spanish and English for adults and youth including: Intro to Computers, keyboard familiarity, Windows, Word, Excel and the Internet. Must supervise computer lab. Maintains computer hard/software. Compiles and submits all information needed to complete all associated grant paperwork. Acts as an interpreter. Responsible for tracking attendance and maintaining various records, pre & post tests for skill enhancement.

Citizenship Instructor – (Technician/Specialist)

Is responsible for citizenship preparatory classes, community leadership, consumer awareness and all associated paperwork. Must advertise and recruit class participants and follow through on all citizenship applications and testing. Must maintain positive relationships with local businesses and agencies. Must compile and submit all information needed to complete all associated grant paperwork. Acts as an interpreter. Responsible for tracking attendance and maintaining various records, pre & post tests for skill enhancement.

Stupak Family Resource Center

**APPENDIX C: PROPOSED PROGRAM STAFF SUMMARY OF MAJOR DUTIES
(CONTINUED)****Case Managers - (Sr. Assistant & Sr. Technician/Specialist)**

Responsible for overseeing implementation of the grant. Provides supervision, communication, leadership and direction to instructors. Oversees budget and maintains accurate records. Must maintain records, compile and submit information need to complete the monthly/quarterly reports in a timely manner. Maintains positive relationships with local public services and businesses. Assists citizens in obtaining needed social services through referrals and emergency services. Works closely with community and local governing board in the operation of the grant. Meets weekly with Fiscal Agent to update progress, trouble shoot difficulties and receive training. Acts as an interpreter/advocate. Arranges various clinics, classes and workshops for participants and parents. Seeks and arranges various collaborations and donations. Oversees supplies, equipment, materials and inventory sheets. Attend various trainings/workshops.

Leisure Service Coordinator –

Supervises any and all fiscal matters and operations involving the FRC grant. Maintains open line of communication with all FRC programming staff. Assists with the completion of all associated grant paperwork. Researches, applies and obtains additional funding/donations. Seeks and arranges additional collaborations. Maintains open line of communication with FRC Grant Manager. Attend trainings and meetings. Compiles and submits information needed to complete grant application to obtain FRC funding for upcoming fiscal year.

Financial Analyst –

Creates and establishes fund/orgs and accounting codes. Monitors and audits grant as well as maintains a financial tracking sheet.

Stupak Family Resource Center

PLANS FOR COMMUNITY COLLABORATION

Stupak Community and Family Resource Center existence is truly indicative by the collaborative partnerships that presently established. Listed below are various partners of the Stupak Community and Family Resource Center.

- Tony Bush of Shield of Faith/Chimera Charities is concerned with the malnutrition of the children in Meadow's Village ages 0 to 18 years old. Shield of Faith currently utilizes the multi-purpose room at Stupak Community Center to serve over 200 meals a day between the hours of 9 – 10am (breakfast) and 12 – 2pm (lunch).
- Francisco Irias of From Dreams to Reality Corp. (FDR) currently offers 40 scholarships to FRC clientele every 8 weeks. The scholarships pay for tuition, books and registration fee for clients to be able to take English as a Second Language. Mr. Irias is also known for donating time, energy, manpower and funds to the center for clean-ups and special events.
- Mary Rosenthal of Southern Nevada Area Health Education Center (AHEC).
- Zuli Franko of Nevada Legal Services.
- The Las Vegas Library District's Meadow's Village Library.
- City of Las Vegas' Meadow's Village Task Force.
- COW Bus.
- Paula Guzman of Mammo-Van Nevada.
- Maria Castillo-Couch of the City of Las Vegas' Neighborhood Services Department.
- Doug Rankin liaison for Councilman Michael McDonald.
- State of Nevada Food Distribution program.
- Vons (Maryland Parkway and Twain).
- Albertson's (Sahara & Fort Apache)
- Dolly Madison
- IRS' Volunteer Income Tax Assistance (VITA) program.
- Cox Communications.
- Antonio Mosby of Nevada Business Services.

Stupak Family Resource Center

CONTINUED FUNDING PLAN

As continuously mentioned there is no guarantee for continued state/federal funding for municipalities, foundations, businesses, private organizations or endowments. However it is painfully obvious that continued services in economically and social disadvantaged neighborhoods are a must. It is imperative to diversify funding sources and continue to seek additional funding sources because to lose funding will with most certainty lead to a decrease in services or programs; eventually resulting in the total cease of programs and services offered. However, attaching a fee to those programs offered by the Stupak Community and Family Resource Center are seldom successful due to financial constraint of the Meadow's Village residents, who over 40% or at or below poverty level. The residents do not necessarily have disposable income for programs and services, only enough money to sustain life.

The Stupak Community and Family Resource Center are constantly working to secure alternative funding, but not just replace lost funding but to increase programming in the Meadow's Village. Currently the center operates with support from five different grants, including funding from Health of Southern Nevada. Being a local government municipality, a clear separation of programming and spending must occur as to not commingle grant monies. Separate fund Orgs and accounting practices must occur when utilizing multiple grants. A grant that funds/supports various programs must be identified specifically to that program alone.

In the case that funding decreases or is completely cut, here are a few ways that will supplement funding.

- Tiffany Jackson and Lisa Morris of the City of Las Vegas' Neighborhood Service Department are currently researching various grant opportunities to augment or increase services at the facility.
- Franklin Simpson of the City of Las Vegas' Neighborhood Service Department is currently working the City of Las Vegas' Information Technologies Department to secure a Memorandum of Understanding so that the City of Las Vegas is responsible for the support of the computer lab at the facility.
- Diane Zamito, Management Analyst, for the City of Las Vegas' Department of Leisure Services is currently researching various grant to secure funding for the facility.
- Staff and teen participants are currently conducting fundraisers to augment funding. Fundraisers include: carwashes, bar-b-ques @ special events, community service projects and private donations.
- Facility staff is currently approaching neighborhood businesses to assist with the support of our programs.
- Facility staff is currently researching, pursuing and submitting grant proposals to augment or increase funding at the center.

Stupak Family Resource Center**INCENTIVE FUNDS**

If received, incentive funds will be utilized to support the programming costs incurred by staff salaries/fringes and supplies. Incentive funds will be used to increase new programs and expand on existing programs offered by the Stupak Family Resource Center. In addition to the referral services, advocacy and counseling that the Case Managers do, the programs currently offered help residents obtain citizenship, enhance their computer skills, gain knowledge on their health and learn a second language. However, the Family Resource Center doesn't currently focus on how to be self sufficient, how to manage your money and household, tenants rights, teen pregnancy prevention, applying and securing employment, literacy (adult and child). By applying for and obtaining incentive funds, the facility staff is enabled to offer the new focus programs without concern for funding. These new programs are program needed and wanted by the Meadow's Village residents and will definitely assist with them becoming self sufficient and reliant. The proposed programs (new and existing) assist with the improvement of the "Quality of Life in Meadow's Village."

BUDGET SUMMARY FORM
(12 MONTH PROJECT ENDING JUNE 30, 2004)

NAME OF FRC: Stupak Family Resource Center

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Expense Category	FRC Funds	Incentive Funds	10% Cash Match	TOTAL COST
A. Personnel Services				
1. Personnel	30,126.00	37,951.00	6,807.70	68,077.00
2. Fringe Benefits	2,520.00	5,649.34	816.93	8,169.24
3. Consultants\contracts				
4. Total (Items 1-3)	32,646.00	43,600.34	7,624.63	76,246.24
B. Non-Personnel Services				
5. Travel				
6. Operating Costs				
a. Occupancy			In-Kind	
b. Communications			In-Kind	
c. Supplies			7,624.63	7,624.63
7. Equipment			In-Kind	
8. Other Expenses				
9. Total (Items 5-8)			7,624.63	7,624.63
C. GRAND TOTAL (Items 4-9)	32,646	43,600.34	15,249.26	91,495.50

Stupak Family Resource Center

BUDGET SUMMARY (CONTINUED)**B. Cash match**

The cash match, as described in the budget summary form, is utilized for the Family Resource Grant only. The cash match in detail will assist with employee salaries and fringes as well as help purchase supplies utilized by FRC staff, clientele and participants (i.e bus tokens, food vouchers, diapers, food bank items, office supplies etc).

BUDGET JUSTIFICATION**Personnel –**

Position	Allotted Hours	Total Costs	% of time
Case Manager (Sr. Tech/Specialist)	19 hrs/wk x 46 wks x \$14 per/hr	12,236.00	100
Case Manager (Sr. Assistant)	19 hrs/wk X 46 wks x \$12 per/hr	10,488.00	100
Citizenship Instructor (Tech/Specialist)	19 hrs/wk x 46 wks x \$12 per/hr	10,488.00	100
Computer Instructor (Tech/Specialist)	19 hrs/wk x 46 wks x \$12 per/hr	10,488.00	100
Computer Instructor (Tech/Specialist)	19 hrs/wk x 46 wks x \$10.50 per/hr	9,177.00	100
Pre-School Instructor (Tech/Specialist)	19 hrs/wk x 40 wks x \$11 per/hr	8,360.00	100
Pre-School Instructor (Sr. Assistant)	19 hrs/wk x 40 wks x \$9 per/hr	6,840.00	100
TOTAL FRC STATE FUNDS		68,077.00	

Fringe Benefits –

Case Manager (Sr. Tech/Specialist)	Salary of \$12,236 x 12% =	1,468.32
Case Manager (Sr. Assistant)	Salary of \$10,488 x 12 % =	1,258.56
Citizenship Instructor (Tech/Specialist)	Salary of \$10,488 x 12 % =	1,258.56
Computer Instructor (Tech/Specialist)	Salary of \$10,488 x 12 % =	1,258.56

BUDGET JUSTIFICATION (Continued)

Computer Instructor (Tech/Specialist)	Salary of \$9,177.00 x 12 % =	1,101.24
Pre-School Instructor (Tech/Specialist)	Salary of \$8,360 x 12% =	1,003.20
Pre-School Instructor (Sr. Assistant)	Salary of \$6,840 x 12% =	820.80
TOTAL FRC STATE FUNDS		8,169.24

Attachment B

◆ Assurances

Family Resource Center Assurance

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-- Primary Covered Transactions

Instructions for Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Family Resource Center Assurance

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Family Resource Center Assurance
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Family Resource Center Assurance

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

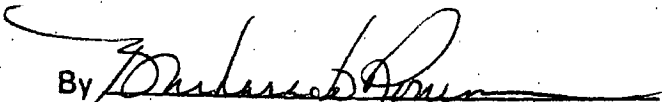
Signature: 

Title: MAYOR

Date: 12-2-2003

Organization: CITY OF LAS VEGAS

Attest:

By 
BARBARA JO RONEMUS, City Clerk

Family Resource Centers Assurances

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may taken action authorized under the Drug-Free Workplace Act. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio studios.)

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

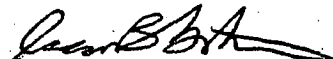
Family Resource Centers Assurances

Certification Regarding Drug-Free Workplace Requirements – page 2

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such a employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or, (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such a purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Sections 76.630 (c) and (d) (2) and 76.635 (a) (1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C. 20201.

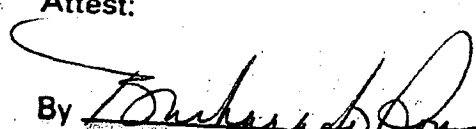
Signature: 

Title: MAYOR

Date: 12-2-2003

Organization: CITY OF LAS VEGAS

Attest:

By 
BARBARA JO RONEUMUS, City Clerk

Family Resource Center

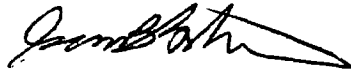
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C, Environmental Tobacco Smoke

P.L. 103.227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the Federal programs either directly or through States, or local government by Federal grant, contract, loan or loan guarantee.

By signing and/or submitting this assurance the grantee certifies that it will comply with the requirement of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards, which contain provisions for children's services and that all subgrantees shall certify accordingly.

Signature:



Title:

MAYOR

Date:

12-2-2003

Organization:

CITY OF LAS VEGAS

Attest:

By


BARBARA JO RONECUS, City Clerk

Family Resource Center

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Family Resource Center

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signature:



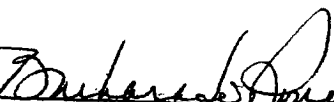
Title: MAYOR

Date: 12-2-2003

Organization: CITY OF LAS VEGAS

Attest:

By

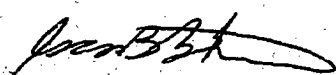


BARBARA JO RONECUS, City Clerk

GENERAL PROGRAM ASSURANCES

Our agency is capable of meeting the following requirements.

- (1) We will provide monthly progress reports.
- (2) We will participate in regional Family Resource Center Meetings and statewide video conferencing.
- (3) We will maintain service and fiscal records for three years after completion of the contract.
- (4) We will provide billings to the Department of Human Resources at least quarterly.
- (5) We have the capability of absorbing costs for two to three months.
- (6) We will not use Family Resource Center money to supplant existing financial support for current programs.
- (7) We will not subcontract any portion of the grant without prior written approval of the Statewide Governing Board.
- (8) We are prepared to return equipment purchased with the grant of \$500 or greater value to the Department of Human Resources if, for any reason, the Family Resource Center program is discontinued. (The grantee may request an exemption with specified conditions from the Statewide Governing Board.)
- (9) We will comply with state insurance requirements.
- (10) We certify that all statements and information contained within the proposal are true and correct.
- (11) We will comply with the following certifications
 CERTIFICATION REGARDING LOBBYING, CERTIFICATION
 REGARDING ENVIRONMENTAL TOBACCO SMOKE, CERTIFICATION
 REGARDING DRUG-FREE WORKPLACE REQUIREMENTS,
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER
 RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.

Signature: 

Title: MAYOR

Date: 12-2-2003

Organization: City of LAS VEGAS

Attest:

By 

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a Deferred Loan Agreement expending a total of \$32,974.80 of Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 2212 West Washington Avenue – Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$32,974.80**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh Devel.**☐**Augmentation Required****Funding Source: CDBG****PURPOSE/BACKGROUND:**

This housing rehabilitation project for Gloria Wilson at 2212 W. Washington was approved by City Council on May 21, 2003, for an original amount of \$31,483 in HOME funds. Additional funding in the amount of \$1,491.80 is being requested to cover costs related to temporary housing during the rehabilitation process, additional plumbing repairs and a one (1) year homeowner's insurance policy. Approval is requested to change the funding source for the entire project from HOME funds to CDBG funds (\$32,974.80) in order to include the homeowner's insurance in the deferred loan documents.

RECOMMENDATION:

Staff recommends approval and request authorization for Mayor to sign the CDBG Agreement when approved by the City Attorney.

BACKUP DOCUMENTATION:

Deferred Loan Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2003, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Gloria Wilson, (herein the "Owner").

WITNESSETH:

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 2212 W. Washington Avenue, which more particularly described as: Twin Lakes Village Unit 6, Plat Book 5 Page 11, Lot 7 Block 5, City of Las Vegas, County of Clark, State of Nevada, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: flooring; plumbing and electrical repairs; paint; kitchen cabinetry; windows; doors; smoke detectors (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of Thirty two thousand seven hundred ninety five and 85/100--Dollars (\$32,795.85) (herein the "CDBG Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the City's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the CDBG Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the CDBG Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$32,795.85, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$ 32,795.85. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal CDBG funds. The Owner further understands and agrees that the City of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of

Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) In the event of foreclosure, all deed restrictions contained herein in this provision and the Deed of Trust will terminate.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. MISCELLANEOUS PROVISIONS

A. NOTICES

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:

CITY

City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Gloria Wilson
2212 W. Washington Avenue
Las Vegas, NV 89106

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

M. RIGHT TO REVIEW AND AUDIT

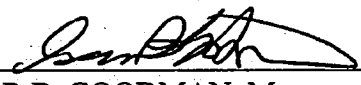
1. The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owners goes out of existence, the Agreement shall turn over to

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

2. The Owner agrees to permit the City or the City's designated representatives 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 therefrom any information that the City desires concerning Owner's operation hereunder. The Owners further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owners or its records or books are not located within Clark County Nevada, In the event of an inspection and audit, Owner agrees to deliver the records or books or have the records of books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Owners are incomplete, the Owners agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owners 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.

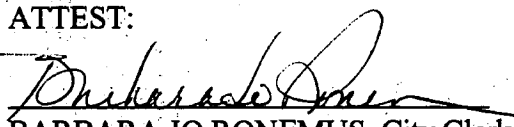
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LAS VEGAS

BY: 

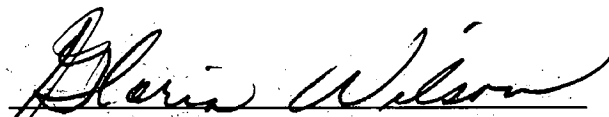
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to form:


Date


GLORIA WILSON, Owner

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Deferred Loan Agreement expending \$25,971 Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 1412 Bridger Avenue - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$25,971**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: CDBG****PURPOSE/BACKGROUND:**

This project was originally approved by City Council on February 19, 2003 in the amount of \$27,319 of HOME funds. Approval is requested to change the funding source for the entire project from HOME funds to CDBG funds (\$25,971). This total amount required to complete the rehabilitation work was \$1,348 less than the approved amount.

RECOMMENDATION:

Staff recommends approval and request authorization for Mayor to sign the CDBG Agreement when approved by the City Attorney.

BACKUP DOCUMENTATION:

Deferred Loan Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2003, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Cecelia Goodman, (herein the "Owner").

WITNESSETH:

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 1412 Bridger Avenue, which more particularly described as, Las Vegas Development Co Add, Ladd Add, Plat Book 2 Page 51 Lot 4 Block D, City of Las Vegas, County of Clark, State of Nevada, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: new roof sheathing and roofing system; new mechanical system; plumbing and electrical repairs; flooring; paint; windows; doors, (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of Twenty five thousand nine hundred seventy one and no/100--Dollars (\$25,971.00) (herein the "CDBG Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the City's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the CDBG Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the CDBG Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$25,971.00, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$25,971.00. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal CDBG funds. The Owner further understands and agrees that the City of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of

Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) In the event of foreclosure, all deed restrictions contained herein in this provision and the Deed of Trust will terminate.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. MISCELLANEOUS PROVISIONS

A. NOTICES

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:

CITY

City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Cecelia Goodman
1412 Bridger Avenue
Las Vegas, NV 89101

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

M. RIGHT TO REVIEW AND AUDIT

1. The Owner 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 years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owners goes out of existence, the Agreement shall turn over to

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

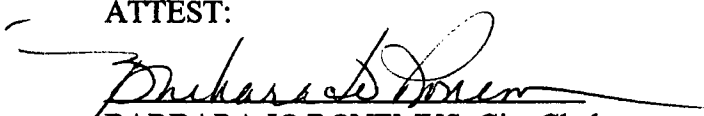
2. The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owners further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owners or its records or books are not located within Clark County Nevada, In the event of an inspection and audit, Owner agrees to deliver the records or books or have the records of books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Owners are incomplete, the Owners agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owners 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LAS VEGAS

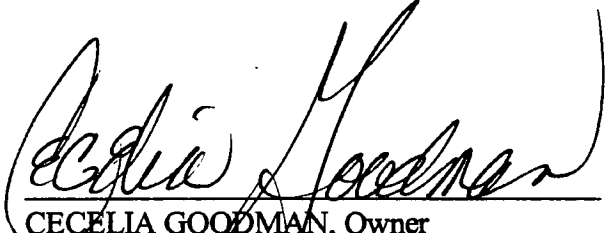
BY: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to form:

 10/16/03
Date


CECELIA GOODMAN, Owner

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: SHARON SEGERBLOM

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an allocation of \$23,694 Community Development Block Grant funds to Agassi Boys & Girls Club for gymnasium refinishing and carpet replacement at 800 North Martin Luther King Boulevard - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$23,694

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: CDBG

PURPOSE/BACKGROUND:

The Agassi Boys & Girls Club has experienced tremendous growth in the number of participants utilizing its facility. In order to maintain a quality facility that will encourage facility growth and safety, the agency has determined that the refinishing of the gymnasium floor and carpet replacement is needed. The Boys & Girls Club has requested \$21,540 for the rehabilitation and a \$2,154 contingency will be included for a total award of \$23,694.

RECOMMENDATION:

Staff recommends approval of the allocation of \$23,694 of Community Development Block Grant funding to Agassi Boys & Girls Club for facility rehabilitation.

BACKUP DOCUMENTATION:

Boys & Girls Club letter dated October 17, 2003

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006



**BOYS & GIRLS CLUBS
OF LAS VEGAS**

October 17th 2003

Ms Faye Johnson
Manager
Neighborhood Services
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

Administrative Office
P.O. Box 28889
Las Vegas, NV 89128
Phone (702) 387-2582
Fax (702) 387-8522
www.bgciv.org

Officers
Ronald C. Hall
Chairman of the Board

Steve Hill
Vice Chairman-Elect

Ric Tuttle
Vice Chairman II

Jacqueline Kirkland
Secretary

Alan F. Gordon
Treasurer

Board of Directors
Sammie R. Armstrong
Angela A. Becker
Kevin J. Blair
Randy Boesch
Robert B. Brinton
John Cahlan, Esq.
MaryKaye Cashman
Laura Coleman
Lou Conner
Richard J. Coyle, Jr.
Alan Duncan
Stuart R. Engle, Jr.
Patrick Everett
Albert Flangas
Donald J. Glancursio
Dario Herrera
Charlotte Hill
Norm Jenkins
Stanton Jones, Jr.
Steven Kalb
Erin Kenny
Ken Knauss
Michael Mack
Paul Mathews
David Melroy
Mark J. Owens
Julie Pippenger
Dan Russell
Brett Torino
Kevin Whattoff
Chris Wilcox
Mel Wolzinger

*Past President

Dear Ms Johnson,

REF: AGASSI BOYS & GIRLS CLUB CDBG REQUEST

As recently discussed, herewith our formal request for approval of \$21,540 in CDBG funds for rehabilitation of the following items at the Agassi Boys & Girls Club:

• Strip/refinish gymnasium floor	\$4,500.00
• Replace carpet @ \$11.36 psy x 1,500 yards	<u>\$17,040.00</u>
TOTAL (Inc/Davis Bacon)	\$21,540.00

Our thanks for your assistance and patience regarding this issue and do not hesitate to contact me with any questions or comments at (702) 807-5501.

Sincerely,

Angela Quinn

Cc: Rodney Lister, CLV
Bob Ranney, B&GC

The Positive Place For Kids

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

**Between the City of Las Vegas and
Boys & Girls Clubs of Las Vegas**

THIS AGREEMENT, made and entered into this 5th day of November, 2003 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and **Boys & Girls Clubs of Las Vegas**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as SUBRECIPIENT, whose primary mailing address at the date of execution is 2580 Lindell, Las Vegas, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CDBG program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a 2003-2004 CDBG-funded Program known as Gymnasium refinishing and carpet replacement, which provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$23,694 in CDBG funds to be allocated in accordance with the Program Budget as detailed in Exhibit "C," attached. SUBRECIPIENT hereby agrees to utilize said CDBG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION**1. *Scope of Services to be provided*****Legal description of site to be developed or improved:**

Please refer to "Exhibit B" of this Agreement, hereinafter referred to as "Property."

Purpose of Services:

The Boys & Girls Clubs of Las Vegas provides after school programming and activities for area residents ages 6-18 and their families. The Agassi Unit located at 800 N. Martin Luther King Boulevard serves over 1,000 unduplicated participants per year with average daily attendance being 140.

Tasks to be Performed:

Gymnasium refinishing and carpet replacement.

Level of Service to be Provided:

Services will be provided citywide to eligible individuals.

Measurable Goals for Grant period:

SUBRECIPIENT hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The following are either opportunities, which may enhance, or constraints, which may limit the ability of SUBRECIPIENT to effectively implement, said Program in the City of Las Vegas.*

Not applicable.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1, 2003 or the date first written above, until June 30, 2004, unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, on a quarterly basis, and on occasion upon request of the CITY, a Progress Status Report that shall provide program statistics and a narrative to demonstrate compliance with national objectives as stated above. Failure to submit said reports in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served and female heads-of-households served. Exhibit "D"

- 2) Overall number of clients served within the City of Las Vegas corporate limits. New clients plus old for the Program year.
- 3) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2003 through June 30, 2004, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG grant award funds are received during fiscal year 2003-2004. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, 2003, but prior to execution of this Agreement may be reimbursed upon approval of the Grantee and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the project or program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

SUBRECIPIENT also hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

B. APPRAISAL OF PROPERTY

SUBRECIPIENT understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require that an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

C. CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, Subrecipient agrees and understands that Subrecipient may not commence construction until the Director of the Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. Subrecipient further agrees and understands that the City may require the Subrecipient to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director.

D. DEED OF TRUST REQUIRED FOR ACQUISITION / CAPITAL IMPROVEMENT

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 570.505, which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with CDBG Program funds. If the Subrecipient ceases to meet a national objective in accordance with 24CFR570.208, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire \$23,694 in CDBG Program funds that Subrecipient received from the City hereunder.

For all activities pertaining to acquisition of the Property or capital improvement on the Property, the SUBRECIPIENT shall record a "Deed of Trust" the form of which is attached as Exhibit "A" herein and by reference is made a part hereof. The SUBRECIPIENT, as Trustor, hereby agrees to record the "Deed of Trust" at the Recorder's Office of the County of Clark upon the closing of escrow on the Property to ensure performance by the SUBRECIPIENT pursuant to the Program as specified in this Agreement.

The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$23,694, which will protect the City from losses, damages, or claims concerning the title of the Property.

E. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Trust Deed until the tenth anniversary of the date of final disbursement of funds to the Trustor. The funds will still be recapturable upon sale, refinancing or transfer of title.

F. CONSTRUCTION COMPLIANCE REQUIRED

For any and all rehabilitation or construction to be performed by SUBRECIPIENT under the scope of this Agreement, SUBRECIPIENT hereby agrees that all such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes. SUBRECIPIENT shall, to the greatest extent feasible, provide a detailed timeline, which explicitly provides deadlines for all major construction activities to be performed pursuant to this Agreement.

Furthermore, the SUBRECIPIENT hereby agrees to provide the CITY with a design and construction schedule detailing the project's phases to augment the CITY's capacity to monitor SUBRECIPIENT activities as to be performed under the "Program Description" of this Agreement.

G. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested the financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for CDBG funding.

H. INDEMNIFICATION

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

I. LIMIT ON ASSIGNMENT OF INTEREST

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

J. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced no less than 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview program recipients who volunteer to be interviewed.

K. ACCESS TO RECORDS

At any time during normal business hours, SUBRECIPIENT'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

L. INSURANCE AND BOND

If SUBRECIPIENT uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. The specific amount of any bond shall be consistent with the Program Budget as defined in Exhibit "C."

The SUBRECIPIENT shall be required to maintain general liability insurance on the property as follows: bodily injury liability insurance in the amount of \$1,000,000.00 for the injury to or death of any one person, and \$2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment 1,

all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change. Attachment 1.

N. CONTRACT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

M. GROUNDBREAKING/GRAND OPENING EVENTS

The Subrecipient agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Subrecipient. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning this project with the city of Las Vegas to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES

24 CFR 570.207

SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT

CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent,

engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME
24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME
24 CFR 570.504

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS
24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS
24 CFR SUBPART K

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600--570.612, except that SUBRECIPIENT will

not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 570.600

SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601
FAIR HOUSING ACT--24 CFR 570.601
EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE ACT--24 CFR 570.602
AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c)
SECTIONS 504 OF THE REHABILITATION ACT OF 1973
24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. AFFORDABILITY PROVISIONS
24 CFR 570.208(a)(3)

Subrecipient acknowledges and understands that low and moderate-income households shall occupy all rehabilitation of permanent, residential structures, upon completion. For any rehabilitation of rental housing, occupancy by low and moderate-income households must be at affordable rents as determined by the City.

5. LABOR STANDARDS & DAVIS BACON ACT
24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

6. ENVIRONMENTAL STANDARDS
24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

7. NATIONAL FLOOD INSURANCE PROGRAM
24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

8. DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING
24 CFR 570.606

SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, Subrecipient understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

9. EMPLOYMENT AND CONTRACTING OPPORTUNITIES
24 CFR 570.607

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public

construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

10. LEAD-BASED PAINT
24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

11. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS
OR SUBRECIPIENTS
24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST
PRINCIPLES
24 CFR 570.610

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

13. CONFLICT OF INTEREST
24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have

business or immediate family ties, during their tenure or for one year thereafter.

G. DRUG-FREE WORKPLACE

As a subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

J. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who expend over \$300,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires an A-133 audit for grant subrecipients receiving annually \$23,694 or more for two consecutive years.

B. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient 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 the Agreement for a period of three years, except those records subject to audit findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives 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 therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records and books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient 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. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires (effectively a fifteen year retention period).

F. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "C" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the Neighborhood Services Department Director.

G. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "C" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the

CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension of a June 30, 2004 deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2003-2004 CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

J. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lienholder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$23,694, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5)

years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION

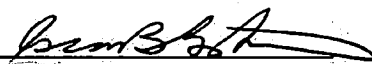
If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 2580 Lindell, Las Vegas, NV 89102.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

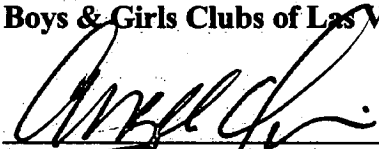
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

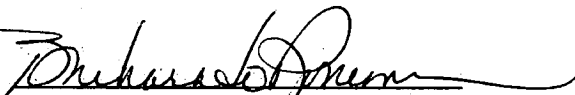

Oscar B. Goodman, Mayor

Boys & Girls Clubs of Las Vegas

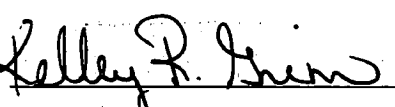

Angela Quinn, Executive Director
President

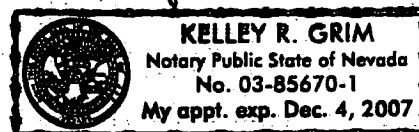
Sign
Here

ATTEST:


Barbara Jo Ronemus, City Clerk

ATTEST:

By: 

**COUNCIL ACTION: NOVEMBER 5, 2003****APPROVED AS TO FORM:** _____

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Angela Quinn, Executive Director, Boys & Girls Clubs of Las Vegas, a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of \$23,694 and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to Boys & Girls Clubs of Las Vegas approved by the City Council of the City of Las Vegas, Nevada on the 5th day of November, 2003, a copy of which is attached hereto and incorporated herein.

Executed this 7th day of January, 2004.

Boys & Girls Clubs of Las Vegas

By: Angela Quinn

Angela Quinn, Executive Director

President

State of Nevada)

County of Clark)

On this 7th day of January, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Angela Quinn, ~~Executive Director~~ ^{President} known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Kelley R. Grim
Notary Public

ORDER NO. _____

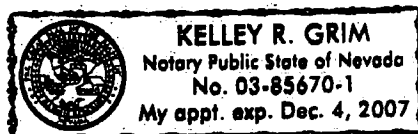


EXHIBIT "A"

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2004 between Boys & Girls Clubs of Las Vegas, whose principal office is located at 2580 Lindell, Las Vegas, NV, 89102, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$23,694 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with the Community Development Block Grant of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein and therein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to acquire, dispose of, construct, reconstruct, or install public facilities and make improvements to either benefit primarily low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or to meet Community Development needs having a particular urgency; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$23,694 in CDBG program funds if the Property acquired by Trustor ceases to meet a national objective in accordance with 24CFR570.208, pursuant to its Agreement with Beneficiary, or if Trustor loses through foreclosure, sale, or other circumstances legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated

to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$23,694 in CDBG program funds if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in the "Request for Notice" hereto conveyed to the Trustee by the Trustor under the Deed of Trust. The funds will remain recapturable upon sale or transfer of title.

TRUSTEE acknowledges that the Property is or will be encumbered by a deed of trust (the First Deed of Trust), which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security Instrument. This Security Instrument will not be subject or subordinate to any replacement of the First Deed of Trust, occurring as a result of any prepayment, refinancing, sale or other transaction.

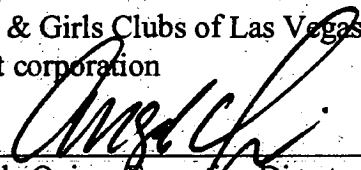
Trustor also agrees and acknowledges that a Request for Notice, the form of which is attached hereto shall be recorded upon the recordation of this Deed of Trust and the Agreement secured hereby.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

Boys & Girls Clubs of Las Vegas, a Nevada non-profit corporation

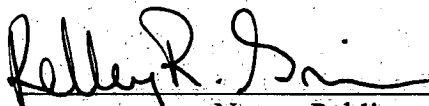
BY: 

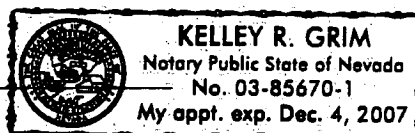
Angela Quinn, ~~Executive Director~~ President

State of Nevada)

County of Clark)

On this 9th day of January, 2004, before me, the undersigned, a Notary ^{vs.} Public in and for said county and State, personally appeared Angela Quinn, ~~Executive Director~~ President known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.


Notary Public



WHEN RECORDED MAIL TO:

Rodney L. Lister
Neighborhood Services Department,
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

MAIL TAX BILL TO:

Angela Quinn
Boys & Girls Clubs of Las Vegas
2580 Lindell
Las Vegas, NV 89102

EXHIBIT "B"**LEGAL DESCRIPTION****APN 139-28-701-001****PT NW4 SE4 SEC 28 20 61, in the Office of the County Recorder of Clark County, Nevada.**

EXHIBIT "C"
PROGRAM BUDGET

Organization: Boys & Girls Clubs of Las Vegas
Project: Gymnasium refinishing and carpet replacement
Program: Community Development Block Grant, Fiscal Year 2003-2004

Program Budget*

Account	Description	Amount Authorized
992100	Rehab/Improvements	\$ 23,694
Total Amount		\$ 23,694

*NOTE: Detailed construction budget to be submitted within 30 days of contract execution.

EXHIBIT "D"

CDBG MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
 Neighborhood Development Division
 400 Stewart, 2nd Floor
 Las Vegas, NV 89101

RE: Project: _____
 Represents Month _____

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total*	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
Asian/Pacific Islander				

Hispanic				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

ATTACHMENT 1

DISCLOSURE OF PRINCIPALS

The principals and partners of *Boys & Girls Clubs of Las Vegas* and all persons and entities holding more than 1% interest in Boys & Girls Clubs of Las Vegas or any principal of *Boys & Girls Clubs of Las Vegas* are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE

1.		
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

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

Boys & Girls Clubs of Las Vegas

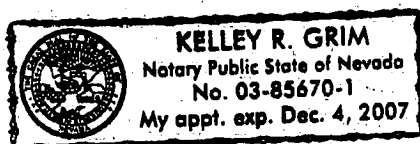
By: [Signature]

Title: President

Subscribed and sworn to before me this

7th day of January, 04.

Kelley R. Grim
Notary Public



City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of action to add a project to the list of projects (Crossroads Commons and the Desert Living Center Gardens at the Las Vegas Springs Preserve) for nomination for funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act - Ward 1 (Moncrief)

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

The purpose of this item is to add a project for the Las Vegas Valley Water District to the list of parks, trails, and open space projects that will be submitted to the BLM for consideration for possible funding through the Special Account established as a result of the Southern Nevada Public Lands Management Act.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:**REESE - Motion to bring forward and STRIKE Items 30, 48, 71, and 77 - UNANIMOUS****MINUTES:**

There was no related discussion.

(9:35 - 9:37)

1-958

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: NOMINATION LIST OF PROJECTS FOR BLM FUNDING**

The City Council earlier approved a list of projects to be submitted to the BLM under the Southern Nevada Public Lands Management Act (SNPLMA) program to develop parks, trails, and natural areas from the proceeds derived from the sale of BLM lands. Since the Council's approval of the list, the Las Vegas Valley Water District (LVVWD) has requested that the City sponsor a proposal for additional funding for the Las Vegas Springs Preserve (Preserve) at Valley View Boulevard and U.S. Highway 95. The City was a sponsor for projects at the Preserve in the two previous funding rounds.

The project proposed by the (LVVWD) is for the development of the Crossroads Commons and the Desert Living Center (DLC) Gardens at the Las Vegas Springs Preserve (Preserve). In preparation for the Las Vegas Centennial Celebration in 2005, the city of Las Vegas and the Preserve are partnering to create a one-of-a-kind monument to celebrate the City's history and the opening of the Preserve. This monument will be a centerpiece of the Crossroads Commons portion of the Preserve and will be the focal gathering point for visitor and community events held at the Preserve. Created as a symbol of this community's past, it will also be a spotlight for formulating a vision of the future. The DLC Gardens and Crossroads Commons will include more than eight acres of desert botanical gardens, children's play area, ravine walk and an outdoor amphitheater. The estimated cost of the project is \$17 million.

This project will add to the City's list of 12 projects and increase the total amount for all projects to \$172.235 million. These projects will be combined with those proposed by other governmental agencies and be forwarded to the BLM in November or December.

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT**DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the Regional Growth Summit Report submitted by the consulting firm Parametrix - All Wards

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

This item is the final report on the outcomes of the Regional Growth Summits held in May of this year. The report addresses regional issues raised by the participating officials from each entity. Discussion centered on how growth occurs in the valley in terms of "how we grow," "how we address growth" and "how do we make it happen." It then recommends a series of actions to be taken in order to accomplish those goals.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Regional Growth Summit Executive Summary

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: APPROVAL OF THE REGIONAL GROWTH SUMMIT REPORT
SUBMITTED BY THE CONSULTING FIRM PARAMETRIX**

As a result of the Regional Growth Summits, the consulting firm of Parametrix identified three desired objectives shared by each entity in the valley accompanied by recommended actions to achieve them. These are:

Objective 1: The concurrent consideration of land use, transportation and air quality;

Recommended Actions:

1. Research current conditions and trends to derive predictors of future circumstances.
2. Develop a coordinated land use, transportation, and air quality plan for the region.

Objective 2: A strategic plan to implement and update the Regional Policy Plan and other initiatives;

Recommended Actions:

1. Develop a progress report on the implementation of the Regional Policy Plan.
2. Develop a regional action agenda for activities warranting attention at the state or federal level.
3. Identify other major initiatives that would benefit from or require regional coordination.

Objective 3: Better utilization of the Regional Planning Coalition for regional coordination, planning and problem solving.

Recommended Actions:

1. Assess effectiveness of SNRPC.
2. Assess examples of intergovernmental cooperation.
3. Consider how other regional entities and the SNRPC could more effectively work together.
4. Identify larger and longer term issues that need to be addressed or new topics needing a regional forum.
5. Identify and establish ways to engage non-governmental stakeholders.

Along with these objectives and actions, six specific regional initiatives are suggested as items warranting immediate attention.

1. Develop a statement of common principles as a means to reach a regional consensus.
2. Develop a regional action agenda.
3. Develop a regional plan for parks, recreation, and open space.
4. Develop an economic diversification strategy.
5. Emphasize "Quality Communities" with a mix of uses and pedestrian friendly design.
6. Coordinate growth between jurisdictions.

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

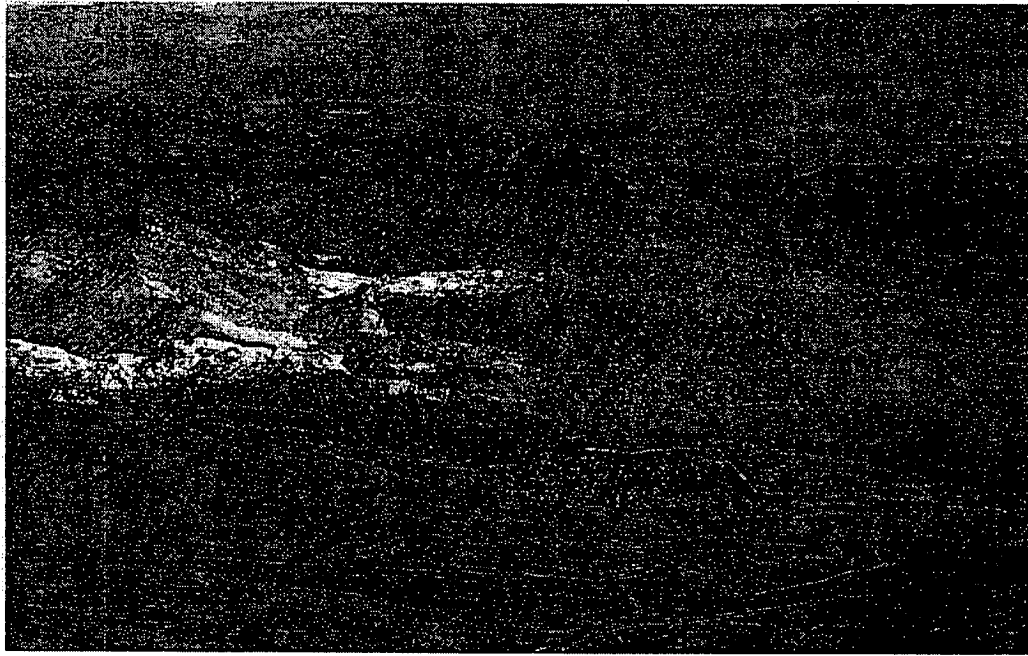
Planning & Development

Approval of the Regional Growth Summit Report submitted by the consulting firm
Parametrix

Finally, an implementation strategy is proposed for these recommendations. The actions are categorized as "substantive" or "organizational" and prioritized as to what should be done in the first year, second year, third year, and beyond.

For greater detail on these items, please see the attached Executive Summary.

SNRPC Regional Growth Summits: Executive Summary



The Southern Nevada region has seen growth and development rocket to the forefront of public opinion in the past decade. While experiencing a robust economy, the public is expressing frustration with increasing congestion, loss of open space, and a belief that "livability" is slipping away. The 1999 Legislature directed the Southern Nevada jurisdictions to create a regional policy plan, a framework for guiding the region's future growth. Building upon earlier planning efforts engaging thousands of citizens, the Southern Nevada Regional Policy Plan was adopted in 2001. This Regional Policy Plan is an outstanding example of collaborative planning between local jurisdictions and their residents. It provided direction for

coordinating local planning, and created better relationships between the regional partners.

The Southern Nevada Regional Planning Coalition (SNRPC) and its member jurisdictions subsequently sought to continue

The Regional Growth Summits provided a forum to identify principles and outcomes for future planning

the conversation initiated through the Regional Policy Plan to address the Plan's policies and "plan priorities" for collaborative planning within the region. This would result in a framework of desired outcomes to provide direction for the future of regional planning and the region itself.

Accordingly, the SNRPC held a series of Regional Growth Summits to address:

- Issues of urban form and urban growth;
- Parks and open space planning and protection;
- Issues having cross-jurisdictional boundary impacts; and
- Actions for achieving desired outcomes in these areas.

While the Regional Policy Plan provided a vision of "where do we want to go" in the future, the Summits were aimed at answering "how do we *get* there". They provided a forum for the region's elected officials to identify principles and outcomes that provide a foundation for future planning and actions for achieving their desired outcomes.

Process

The project was comprised of three primary pieces:

1. *Establishing a foundation.*

Who are the important stakeholders, what are the important issues to be addressed through the Regional Growth Summits, and what have we learned from the experience of other regions that can inform our effort?

2. *Planning and conducting the workshops.*

In brokering a conversation to arrive at desired outcomes for guiding planning and other activities, each of the three workshops had to be carefully planned, with background information, exercises to bring about interaction and discussion, and tools for capturing the input received into outcome-based concepts.

3. *Developing recommendations and actions.* Following the workshops, the project team shaped the concepts and ideas into a suggested plan of action for consideration by the SNRPC and member jurisdictions.

During the three Regional Growth Summit Workshops, three primary themes were discussed: "how do we grow"; "how do we address

growth", and "how do we get there". Within these themes, subjects such as the type and form of growth, infill and redevelopment, parks and open space, and interjurisdictional issues having impacts that transcend political boundaries were discussed through a series of group exercises. A "growth concepts" map was generated, identifying rough scenarios for location of infill development, transit corridors and critical resources. A set of futures, or "desired outcomes" was generated to provide a framework for an action plan. The third Workshop generated ideas for actions for achieving the desired outcomes.

During the three Regional Growth Summit Workshops, three primary themes were discussed: "how do we grow", "how do we address growth" and "how do we get there".

Elected officials participated in a workshop exercise to place forecasted growth in desired locations.



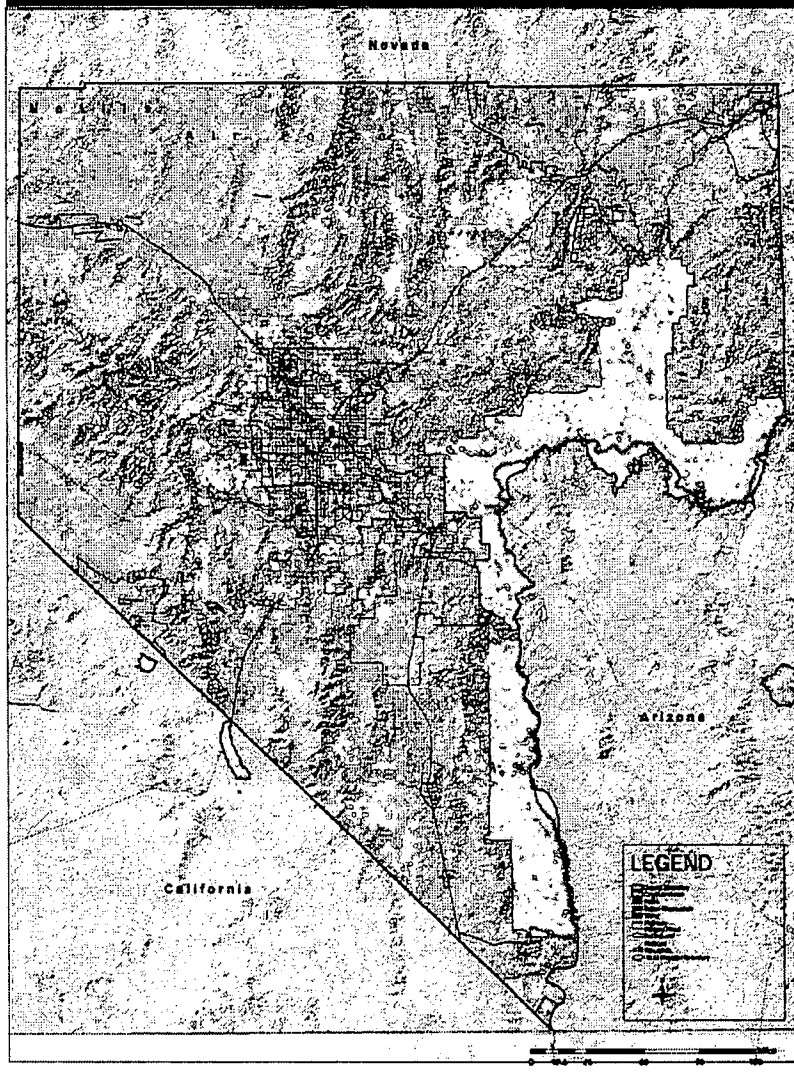


THE WORKSHOPS

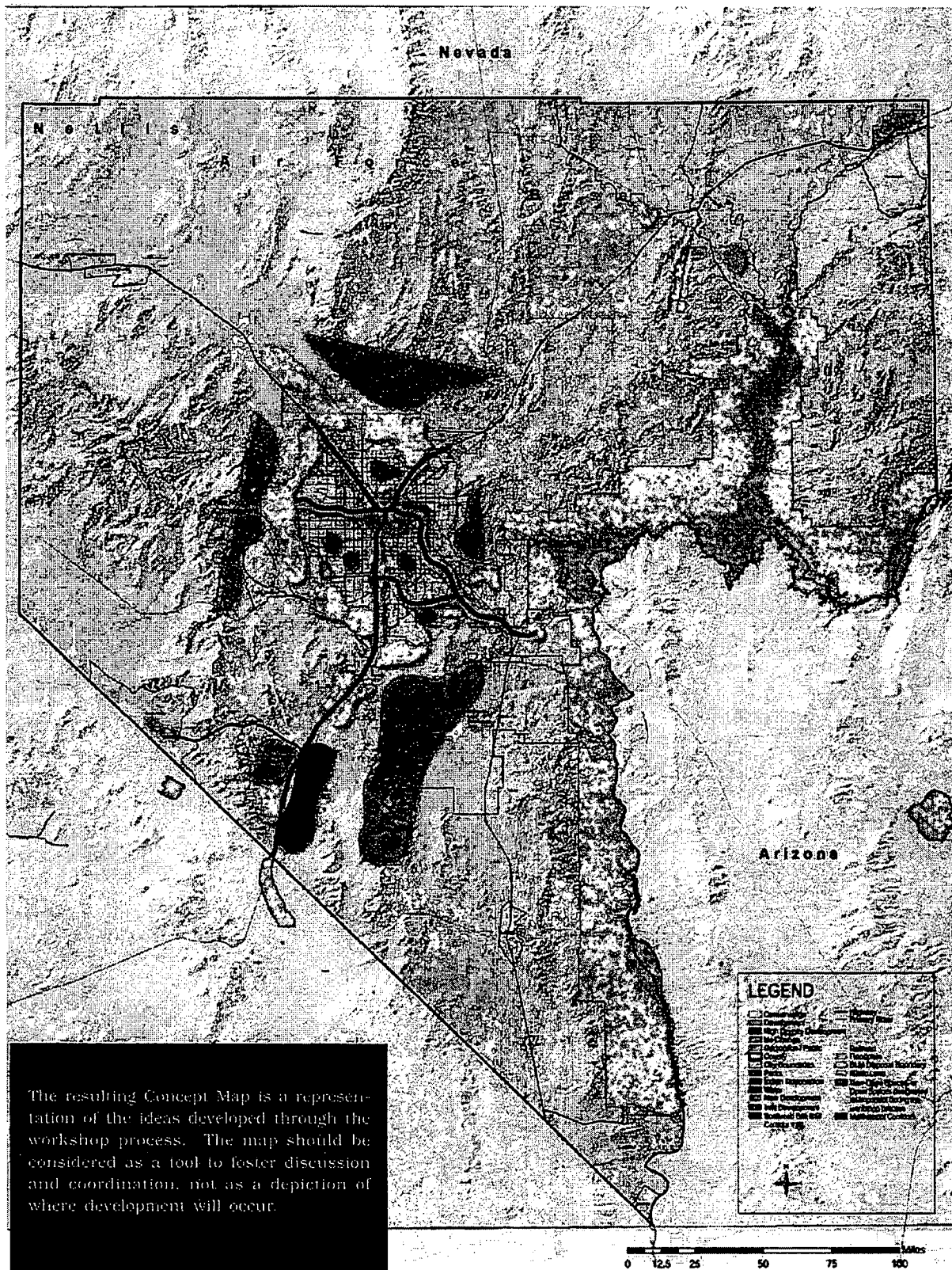
On March 24th, a workshop was held with regional elected officials and planning staff. Participants were asked to design their desired future, by considering open space, growth and transportation.

Participants used a combination of stickers that represented development and open space to build their vision. Participants were also asked to draw in transportation elements that they would like to see. The goal of the workshop was to encourage people to think freely and be creative, while keeping feasibility issues in the back of their mind. The workshop ended with each group presenting their map results. (Above right and left)

The workshop maps were digitized into a GIS database. The end result is a database with locations of each sticker type (development, conservation/preservation, recreation/public, or no change). The databases for each workshop map are combined, and then shown graphically in GIS. (See Map, Left) The resulting map begins to show common themes and consensus on how development should occur. This consensus map, along with discussion notes from the workshop exercise, was used to create the Concept Map (See Page -4).



Results: Growth Concept Map



Results

Following the workshops, the project team identified three **overarching desired objectives** representing the priority outcomes selected by Workshop participants:

1. **Concurrent consideration of land use, transportation and air quality.**
2. **A strategic plan for implementing and updating the Regional Policy Plan.**
3. **Better utilization of the Regional Planning Coalition for coordination, planning and problem solving.**

These overarching desired objectives are broad. They need to be initiated in the near term, and continuously worked on over time, for they form the foundation for ongoing regional collaboration. These objectives are accompanied by suggested actions for consideration by the SNRPC as it develops a work plan for the future. In addition, six specific **regional action initiatives** are suggested as items warranting immediate initiation; they reflect both the

high-priority outcomes and actions that were discussed by Workshop participants, and the experience of the project team in successful regional planning and community building. These non-prioritized initiatives are accompanied by **suggested action steps** for

These overarching desired objectives form the foundation for ongoing regional collaboration.

implementation. These regional action initiatives include:

1. **A statement of common principles**
2. **A regional action agenda**
3. **A regional plan for parks, recreation and open spaces**
4. **An economic diversification strategy**
5. **Quality communities**
6. **A growth coordination agenda**

Taken together, the Overarching Desired Objectives, the Regional Initiatives, and the recommended action steps form a recommended **action plan** for achieving the desired outcomes identified within the Regional Growth Summits, and for carrying out the Regional Policy Plan.

Action plans and strategies are only as good as the commitment to carry them out. This action plan will require a champion to:

- promote the vision;
- ensure the action plan is programmed and resourced; and
- ensure the action plan is monitored and updated.

"How we get there" is up to you.

Action Plan: Overarching Objectives



One of the Plan's objectives is to protect open space while promoting intelligent growth.



The following is a description of overarching objectives and proposed actions to implement them.

Objective: Concurrent consideration of land use, transportation and air quality.

Land use, air quality and transportation are inextricably bound together...form affects function and function affects form! For a street, a neighborhood, a city, or a region to function well and be an attractive place to live, work and visit, the design and function of the transportation system must complement the land uses it serves. Considering land use, air quality and transportation concurrently encourages a more efficient use of the transportation system, encourages use of alternative modes of transportation and revitalizes neighborhoods -- ultimately improving the environment and quality of life for residents and those visiting the region.

Recommended Actions:

- Research current conditions and trends with regard to the interaction of transportation, land use and air quality, and predict future circumstances.
- Convene the SNRPC to review findings and recommendations from the growth summits and other research and discuss the value of developing a coordinated land use, transportation and air quality plan for the region.

Objective: Implementing and update the Regional Policy Plan and other initiatives.

The Southern Nevada Regional Policy Plan is a monumental achievement of regional cooperation to develop a shared vision of "where the region sees itself going" in the future. How will the region ensure that this plan is carried out over time and updated to account for changing circumstances?

Recommended Actions:

- Develop a Regional Strategies Action Plan, a renewable, annually-updated, short-term action plan for making progress on carrying out the Regional Policy Plan.
- Identify a champion for monitoring and updating the Regional Strategies Action Plan, and for regularly reporting to the SNRPC of progress made.
- Develop a Regional Action Agenda for those activities and initiatives warranting action at the state and/or federal level, and whose success would be benefited by concerted, coordinated, regional action.

Objective: Better utilization of the Regional Planning Coalition for regional coordination, planning and problem solving.

The SNRPC is this area's institutional mechanism for structuring and debating issues of regional significance, and for moving ahead on some shared and agreed upon agendas...a body in which thinking regionally and acting locally is valued. This is one economic region, and ultimately the success (or lack thereof) of any one jurisdiction will affect the others.

Recommended Action:

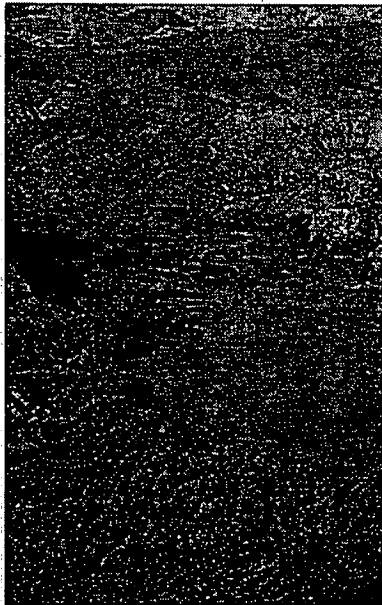
A task force with a combination of elected and appointed officials from each jurisdiction, and of limited scope and duration, should be established to:

- Consider how other regional entities and the SNRPC could more effectively work together to assure the integration of air, water, land use, transportation and other activities and concerns that impact the region's growth.
- Identify the larger and longer-term issues that need to be addressed, or new topics needing a regional forum.
- Identify and establish ways to more effectively engage stakeholders, the public, and special interest groups in these regional discussions and debates.
- Assess the effectiveness of SNRPC, reviewing the current SNRPC board, staffing and committee structure, and make recommendations for those improvements most likely required to proactively address and coordinate regional issues.



Left: Ensuring that land use and transportation work together is essential to a region's livability. Here, a busy retail street in Santa Monica, California show how the right mix of land uses and transportation options can create a vibrant pedestrian environment.

Action Plan: Regional Action Initiatives



Southern Nevada's regional parks and open spaces are a unique part of the community and its environment that should be preserved and enhanced.

One of the products of the Regional Growth Summits was the identification of six specific regional action initiatives warranting immediate initiation. These initiatives and actions suggested for carrying them out include:

1. A statement of common principles.

A statement of common principles, signed and agreed upon by all local jurisdictions is a useful way of reaching a regional consensus...a means for voluntary collaboration and regionalism amongst the Southern Nevada jurisdictions. It would serve as a way to build commitment and momentum for the implementation of the Region's goals.

Recommended Action:

- Prepare a draft statement of common principles consisting of regional goals that help to foster discussions and guide future actions. This statement will serve as a starting point to develop an agreement on regional issues and policies.

2. A regional action agenda.

There exists a wide range of issues having the potential to benefit from a concerted, regional game plan and approach for achieving legislative, regulatory or fiscal change. By developing a regional action agenda, the Southern Nevada region can be seen putting

up a united front to achieve mutually desired objectives, and with greater strength than individual jurisdictional efforts might be able to exert. This regional action agenda should be a living, dynamic tool, which is updated on an annual basis.

Recommended Actions:

- Form an SNRPC committee charged with identifying those activities of benefit to the region warranting action at the state and/or federal level, and determining those actions needing to be taken for carrying them out.

3. A regional plan for parks, recreation and open spaces.

The Regional Policy Plan calls for "establishing a regional trails and open space plan with a regional funding base" to serve as a coordinated framework for individual plans at the local community level. The region has a truly outstanding opportunity that would clearly require and benefit from regional coordination and regional action. The Southern Nevada Public Lands Management Act (SNPLMA) has significant funds available on an annual basis for the acquisition and improvement of parks and open space. Concerted action by the Southern Nevada regional partners can pull together and identify a regional approach for tapping this resource in a cooperative effort.

Recommended Actions:

- Conduct a needs assessment and develop a regional plan for parks and open spaces for the Southern Nevada Region.
- Develop a comprehensive list of needed improvements to facilities and services, with recommendations for programming and priority, and a strategy for programming and funding prioritized improvements at the local and regional level.
- Identify the range and type of park and open space improvements the region feels are appropriate for funding through SNPLMA resources (e.g., urban parks, maintenance activities, etc.), and a coordinated, regional strategy for accessing and gaining commitment of SNPLMA funds for appropriate, high-priority projects.
- Research the potential for funding the maintenance of park and recreational facilities on a regional basis.

4. An economic diversification strategy.

Economic diversification has often been identified as a critical regional initiative. While recognizing that there will be competition among the jurisdictions in the region with respect to siting new employers, there was significant benefit seen in working together to create a climate within which commonly-agreed upon economic objectives

might be met. A number of key factors can help influence this climate, including improved educational, cultural and parks resources, a range of affordable housing choices, and long-run infrastructure and resource carrying capacity limits. Clearly, economic diversification and new employment opportunities in addition to those provided by the gaming industry are a necessity for the long term future of the region.

Recommended Actions:

- The SNRPC should identify opportunities for coordination and partnership with other agencies and interests, ensuring that coordinated regional objectives serve an important role in informing and guiding economic diversification and economic development activities in this area.
- UNLV/SNRPC should co-sponsor a regional meeting to take a long range look at economic development opportunities, the potential role of the State in assisting with regional economic development and diversification, the role of educational and business leadership regarding enhancement/development of educational opportunities, and other issues.
- Regional agencies (transportation, water, flood control, air quality) should meet to identify infrastructure and carrying capacity gaps and limitations related to fu-



Creating vibrant centers with housing, entertainment and employment can help attract businesses and start diversifying Southern Nevada's economy.



Walking has been shown to be more prevalent in mixed-use developments, like this one in Boulder, Colorado. Another benefit of mixed-use developments is that they enable people to shop, live and work in the same area.

ture employment growth. This meeting could result in a joint planning effort designed to look at the relationships between these infrastructure resources as well as determine if in fact there are capacity limitations to overcome.

5. Quality communities.

While new development in the Southern Nevada region is occurring at higher densities than many areas in the Southwest, developments are almost exclusively auto-oriented with little connectivity. Good connectivity, a mix of uses and pedestrian-friendly design are all key features in vibrant and bustling neighborhoods. These neighborhoods tend to have reduced traffic congestion, vibrant economies, and healthier residents. The Summits demonstrated that the region's leaders want to focus upon creating quality communities by

- * Encouraging infill and redevelopment of targeted areas.
- * Using centers and corridors to provide a framework for infill and redevelopment throughout the region, focusing development, fostering transit and walking, and creating compact, mixed use neighborhoods.
- * Improving the region's jobs to housing balance.
- * Making public infrastructure investments to promote regional private investment.

- * Dispersing density via smaller-scale, infill development.

- * Improving zoning and development regulations to ensure better communities through improved connectivity, pedestrian-friendly design and mixed uses.

Recommended Actions:

- * Couple transportation infrastructure with redevelopment incentives and mixed use zoning to help the area become a vibrant center for businesses, housing and cultural events.
- * Consider land use and transportation concurrently. Update zoning and development regulations to encourage infill development, and mixed-use, transit-oriented developments along corridors and in centers. Revise regulations on connectivity and pedestrian-friendly streetscapes and developments.

6. Coordination of growth.

With continued growth anticipated, a corollary is that there will continue to be a need for coordination between jurisdictions to address the opportunities and the challenges that accompany it. Implementation of regional initiatives will be carried out in a variety of ways - by local governments acting alone, by local governments working together, and by regional agencies. One of the guiding principles of the Regional Policy Plan

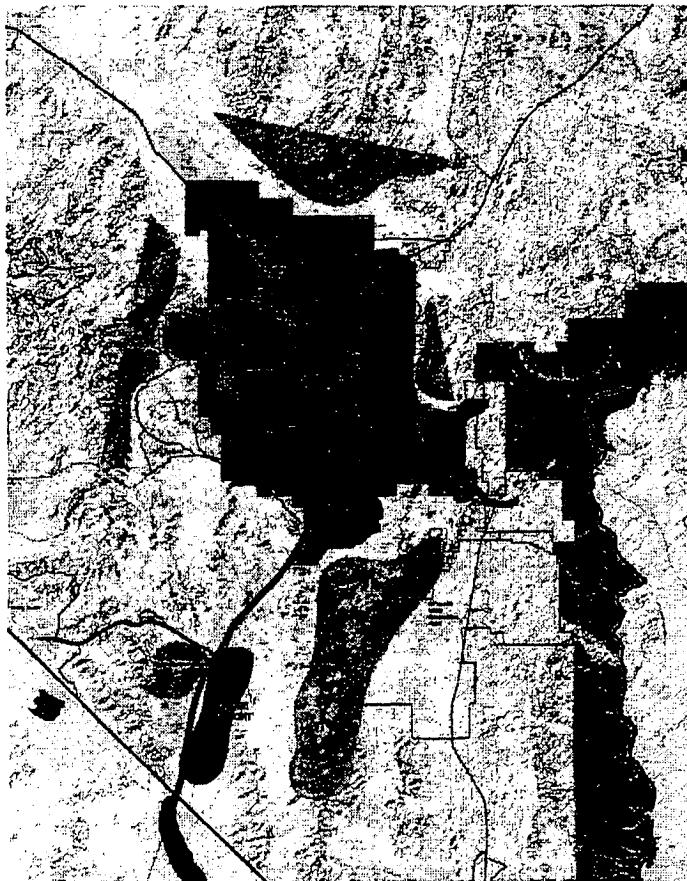
calls for the Regional Planning Coalition to be used as a forum for regional problem solving. The Plan also identifies ways that jurisdictions can coordinate their activities, including development review agreements and joint planning for influence areas around each incorporated area. The Regional Growth Summits expressed several desired outcomes having to do with growth coordination, including:

- * Agreement on future expansion of the BLM disposal boundary
- * Achieving development in centers and along transportation corridors
- * Coordination between schools, parks and other agencies
- * Parks protected from incompatible uses and activities.
- * Coordinating land use and public facility decisions to maximize/share positive benefits and minimize negative impacts.
- * Interjurisdictional teaming on delivery of public services.

Recommended Actions:

- * Review existing agreements between the school district, cities and county to assure more consistency and future site identification throughout the region.
- * Examine opportunities for coordinated financial planning, resource sharing, and operation/maintenance services.

- * Examine the potential for joint land use and infrastructure planning in defined "areas of influence" or for defined subareas.



The map above shows the existing BLM disposal boundary over the workshop results Concept Map. It shows areas where growth is desirable, but is outside the boundary.

Summary and Conclusion

The actions recommended through the Regional Growth Summits process were developed from a long-range viewpoint. In order to help ensure progress is made in achieving these longer term outcomes and objectives, an initial three year action plan is recommended below. The recommended actions have been prioritized as "first" year (e.g., those actions that are needed to establish the foundation for progress and/or take advantage of immediate opportunity), "second" year (e.g., those actions that are needed to carry policy commitments forward, etc.), or "third" year (e.g., actions to improve efficiency and effectiveness). In addition, for each year, the tasks have been categorized as "substantive" (e.g., more policy-based) or "organizational" (e.g., "taking care of business", evalua-

tive, process improvement-related, etc.). The following initial action plan is provided in summary form, and is taken from the outcomes, objectives and actions identified above.

Year 1 Action Plan

Substantive Actions:

- Prepare a regional plan for parks recreation and open spaces.
- Develop a Regional Action Agenda.
- Initiate concurrent consideration of land use, transportation and air quality.

Organizational Actions:

- Better utilize SNRPC for Regional coordination, planning and problem solving.
- Prepare a Regional Strategies Action Plan.

Year 2 Action Plan

Substantive Actions:

- Review and revise growth coordination tools and procedures.
- Research and prepare an economic diversification strategy.
- Conduct an "economic and growth capacity" forum.

Organizational Actions:

- Update the Regional Strategies Action Plan.

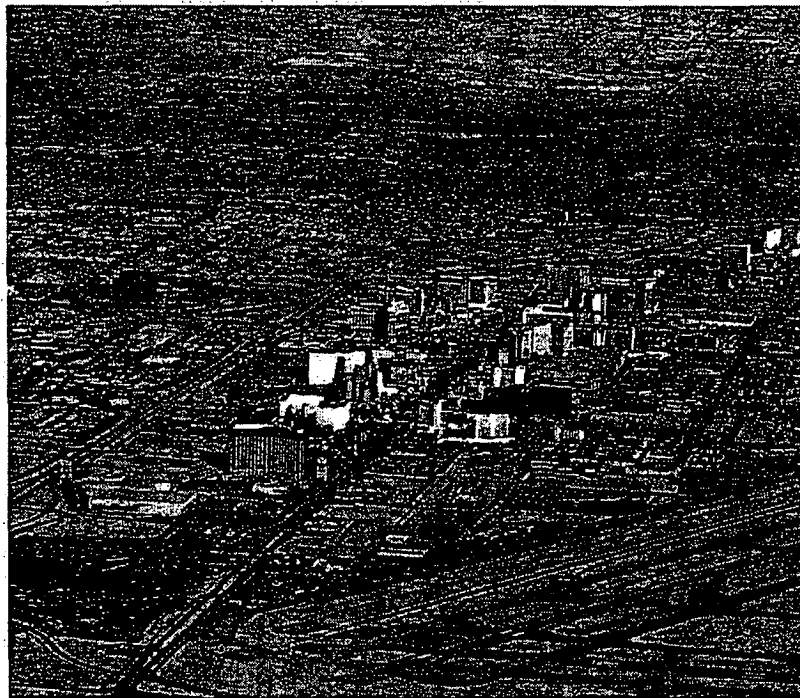
Year 3 Action Plan

Substantive Actions:

- Initiate program to ensure development of "quality communities".

Organizational Actions:

- Update the Regional Strategies Action Plan.



Where the Regional Policy Plan answered the question of "where do we want to go", the Regional Growth Summits focused upon actions in response to the question "how do we get there". Thinking regionally and acting locally has been a hallmark of the Southern Nevada region's approach to planning, and these summits certainly demonstrate this. However, action plans are only as good as the community commitment to carry them out. Again, "how we get there" is up to you.

On the accompanying CD you will find the SNRPC Regional Growth Summits Final Report and appendix.

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Grant of Easement with Nevada Power Company for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for an electrical easement to service the East Yard Transfer Station located on the northeast corner of Bonanza Road and Mojave Road, APN 139-25-802-006 – Ward 3 (Reese)

Fiscal Impact☒**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 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of Section 5, Township 20 South, Range 60 East, Mount Diablo Meridian, for drainage purposes located approximately 300 feet east of the El Capitan Way alignment and approximately 300 feet north of Craig Road, APN 138-05-601-017 – County

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

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Supplemental No. 2 to the Interlocal Cooperative Agreement between Clark County and the City of Las Vegas to add to the scope for portions of the Western and Northern Segments of the Las Vegas Beltway, West Charleston Boulevard to US Route 95 and US Route 95 to Decatur Boulevard for construction of traffic signals at the Beltway ramps at El Capitan Way - Ward 6 (Mack) and County

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

Supplemental No. 2 to the Interlocal Cooperative Agreement will add design, construction and maintenance of traffic signals at the Western Segment Las Vegas Beltway ramps at El Capitan Way. Clark County Board approved this contract at their September 2, 2003 meeting. Total funding was previously approved and shall not exceed \$500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplement No. 2 to the Interlocal Cooperative Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

**SUPPLEMENTAL NO. 2 TO THE INTERLOCAL COOPERATIVE AGREEMENT FOR
PORTIONS OF THE WESTERN AND NORTHERN SEGMENTS OF THE LAS VEGAS
BELTWAY, WEST CHARLESTON BOULEVARD TO UNITED STATES ROUTE 95
AND UNITED STATES ROUTE 95 TO DECATUR BOULEVARD**

THIS SUPPLEMENTAL NO. 2 TO THE AGREEMENT, made and entered into on this 2nd day of September, 2003, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called the "COUNTY," and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called the "CITY."

W I T N E S S E T H

WHEREAS, the COUNTY and the CITY entered into an interlocal cooperative agreement for portions of the Western and Northern Segments of the Las Vegas Beltway; and,

WHEREAS, the parties hereto wish to construct traffic signals at the Western Segment Las Vegas Beltway and El Capitan Way ramps as traffic mitigation improvements necessitated by the construction of the Las Vegas Beltway.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed by and between the parties to supplement the Agreement dated December 17, 1996, and supplemental No. 1 dated September 5, 2000, as follows:

**SECTION 2
THE CITY OF LAS VEGAS AGREES**

PARAGRAPH 2.13, the following shall be added:

- 2.13 The CITY agrees to be responsible for preparing the design, specifications and supplement thereto, and to complete construction of the traffic signals at the Western Segment Las Vegas Beltway ramps at El Capitan Way, if warranted, pursuant to the Manual on Uniform Traffic Control Devices and as provided under Nevada Revised Statutes 484.781 and 484.783, and further agrees to own and to be responsible for the maintenance of the traffic control signals.

**SECTION 4
PAYMENT FOR SERVICES**

PARAGRAPH 4.1 shall be revised to read as follows:

- 4.1 The COUNTY agrees to make available to the CITY the maximum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in order to assist the CITY in the performance of its obligations (Services) set forth in Subsections 2.3(c), 2.10, 2.12, and 2.13 hereof.

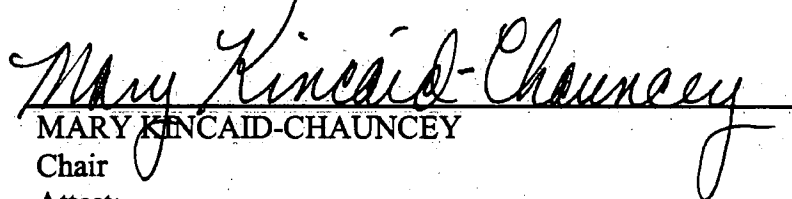
The remainder of the Agreement dated December 17, 1996, and supplemental dated September 5, 2000, remains unchanged.

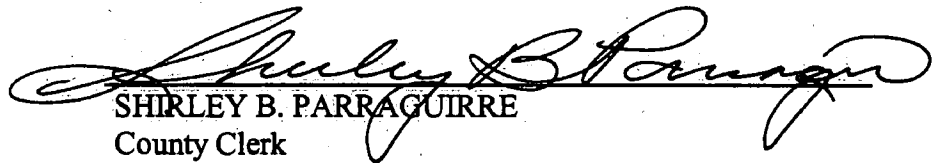
IN WITNESS WHEREOF, the parties have caused this Supplemental No. 2 to the Agreement to be executed by their authorized representatives on this day and year first above written.

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

September 2, 2003


MARY KINCAID-CHAUNCEY
Chair
Attest:


SHIRLEY B. PARRAGUIRRE
County Clerk
Approved as to Form:

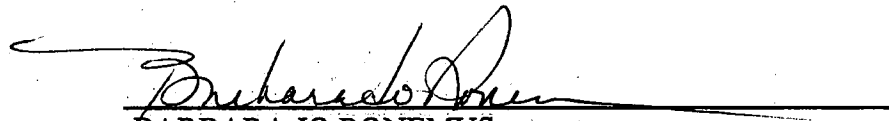

CHRISTOPHER FIGGINS
Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

11-5-03


OSCAR B. GOODMAN
Mayor
Attest:


BARBARA JO RONEMUS
City Clerk
Reviewed as to form:

 10/9/03
Deputy City Attorney

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Third Supplemental Interlocal Contract LAS.16.B.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin (US 95 Channel) between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)

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

Third Supplemental Interlocal Contract LAS.16.B.99 between the City of Las Vegas and the Clark County Regional Flood Control District will extend the date of completion to February 8, 2004. This Third Supplemental Interlocal Contract was approved at the October 9, 2003 Regional Flood Control board meeting. Total cost of this contract shall not exceed \$1,956,930

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS.16.B.99

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM/CENTENNIAL PARKWAY TO RANCHO
DETENTION BASIN (US 95 CHANNEL) (LAS.16.B.99)

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9th day of October 2003 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as RCHO 0097 hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure Numbers RCHB 0000, RCHB 0034 & RCHB 0053; and

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into November 10, 1999 and supplemented on September 13, 2001 and July 11, 2002; and

WHEREAS, pursuant to this PARTICIPATION CONTRACT, CENTENNIAL agrees to be solely responsible at its sole cost and expense for the design and construction of the PROJECT subject to the right to seek reimbursement from the DISTRICT for a portion of the construction cost of the PROJECT; and

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

WHEREAS, the CITY, as the sponsoring agency, with participation by CENTENNIAL, agrees to provide the DISTRICT with the information required in NRS 543.580 NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT, CITY and CENTENNIAL agree to the following, and

WHEREAS, the City wishes to extend the date of completion; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

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

17. In the event the items covered herein have not been completed to the satisfaction of the DISTRICT prior to February 8, 2004, plus extensions for delays reasonably outside of the control of CENTENNIAL and its agents, employees and contractors (but no extensions shall be granted based on financial inability or for any delays caused by the fault of CENTENNIAL, or its agents, employees or contractors), which extensions are reasonably acceptable to the DISTRICT, the DISTRICT may, at any time thereafter, terminate this PARTICIPATION CONTRACT and CENTENNIAL agrees to reimburse the DISTRICT for all funds previously paid under this PARTICIPATION CONTRACT.

All other sections of the Participation Contract dated November 10, 1999 and supplemented on September 13, 2001 and July 11, 2002 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

October 9, 2003
ATTEST

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

Carolyn Prazier
CAROLYN PRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION: 11/5/03

CITY OF LAS VEGAS

Oscar B. Goodman
ATTEST

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

APPROVED AS TO FORM:

Thomas R. Green
Date 10/20/03

LAS.16.B.99



BARBARA JO RONEMUS, CITY CLERK

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OUTER BELTWAY

**RCHB
0053**

**RCHB
0034**

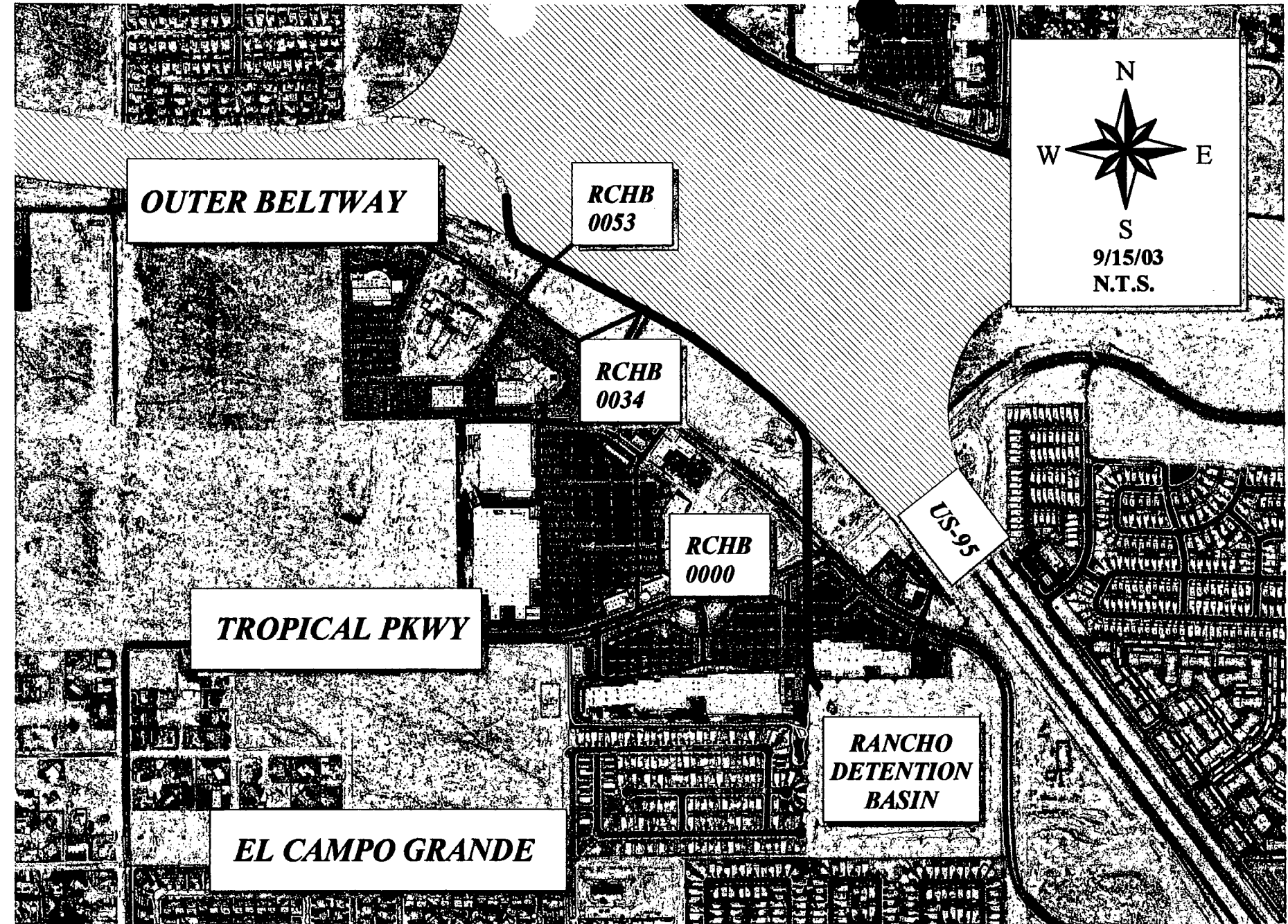
**RCHB
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TROPICAL PKWY

US-95

**RANCHO
DETENTION
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**CITY OF LAS VEGAS, EXHIBIT A
RANCHO ROAD SYSTEM/CENTENNIAL PKWY TO RANCHO DETENTION BASIN (US 95 CHANNEL)**

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of Third Supplemental Interlocal Contract LAS.16.C.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)

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

Third Supplemental Interlocal Contract LAS.16.C.99 between the City of Las Vegas and the Clark County Regional Flood Control District will extend the date of completion to February 8, 2004. This Third Supplemental Interlocal Contract was approved at the October 9, 2003 Regional Flood Control board meeting. Total cost of this contract shall not exceed \$30,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS.16.C.99

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM/CENTENNIAL PARKWAY TO
RANCHO DETENTION BASIN (LAS.16.C.99)**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9th day of October 2003 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as RCHO 0097 hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure Numbers RCHB 0000, RCHB 0034 & RCHB 0053; and

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into November 10, 1999 and supplemented on September 13, 2001 and September 12, 2002; and

WHEREAS, the City wishes to extend the date of completion; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

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

13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 8, 2004. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated November 10, 1999 and supplemented on September 13, 2001 and September 12, 2002 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

October 9, 2003
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

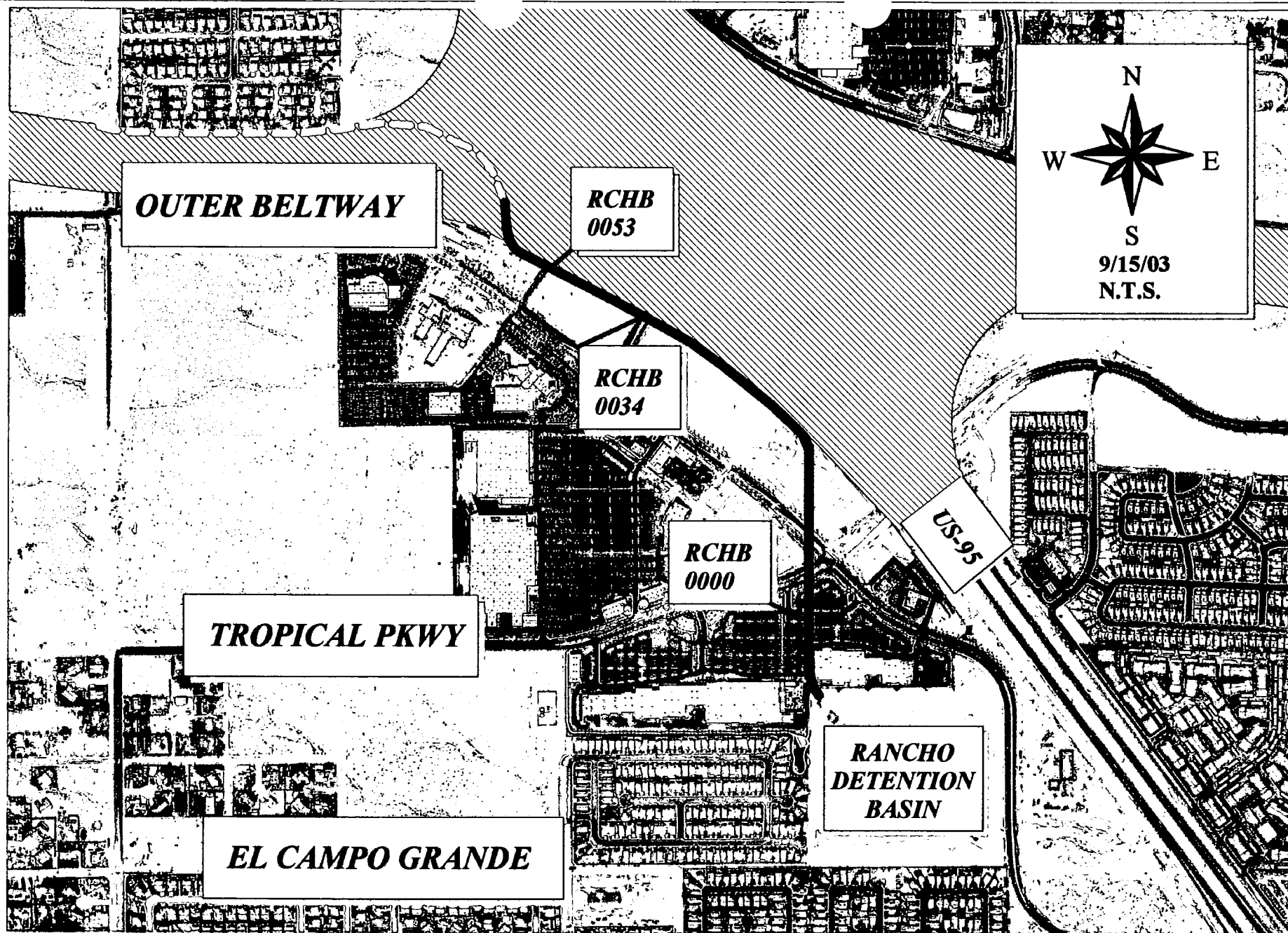
CITY OF LAS VEGAS

11-5-03
ATTEST

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

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas P. Green
Date
10/20/03



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CITY OF LAS VEGAS, EXHIBIT A
RANCHO ROAD SYSTEM/CENTENNIAL PKWY TO RANCHO DETENTION BASIN (US 95 CHANNEL)

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Fourth Supplemental Interlocal Contract LAS.10.R.00 Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District to increase construction funding (\$100,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$100,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Clark County Regional Flood Control District****PURPOSE/BACKGROUND:**

Fourth Supplemental Interlocal Contract LAS.10.R.00 between the City of Las Vegas and the Clark County Regional Flood Control District to increase construction funding for Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road). This Fourth Supplemental Interlocal Contract was approved at the October 9, 2003 Regional Flood Control board meeting. Total cost of this contract shall not exceed \$2,610,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS.10.R.00

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE
GOWAN NORTH – BUFFALO BRANCH
(CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 9th day of October, 2003 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, an Interlocal Contract for Gowan North – Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) dated November 9, 2000 and Supplemental Interlocal Contracts dated June 14, 2001, May 16, 2002, and March 13, 2003 were entered into between the DISTRICT and the CITY for the construction of flood control improvements described in the DISTRICT Master Plan Update of the Las Vegas Valley; and

WHEREAS, the CITY desires to correct a discrepancy in the cost sharing of drainage bid items; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan update as Structure numbers GOBU 0000, 0032, and 0058 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure numbers GOBU 0000, GOBU 0032, GOBU 0058, GOBU 0085, GOBU 0109; and

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

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area the Las Vegas Valley, 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 shall be revised to read as follows:

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

1. Construction costs shall not exceed \$2,524,000.
2. Construction Management shall not exceed \$86,000.
3. The total cost of this Contract shall not exceed \$2,610,000 which includes all Items described in paragraphs one and two above.
4. Sufficient DISTRICT funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after November 9, 2000.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the original and supplemental interlocal contracts shall remain unchanged.

Date Of District Action:

October 9, 2003
ATTEST

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

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

Approved as to Form:

Christopher Figgis
CHRISTOPHER FIGGIS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

11-5-03
ATTEST

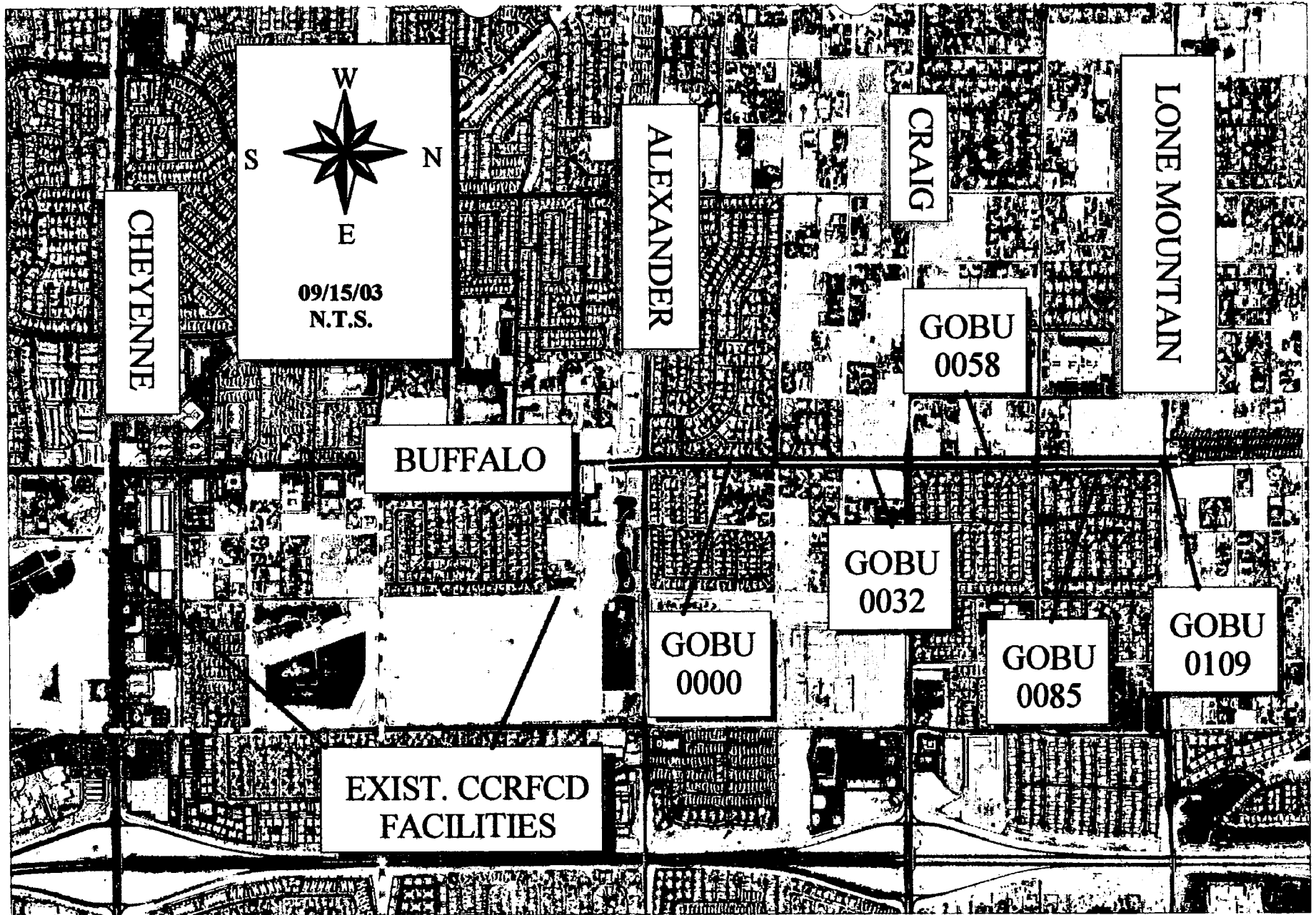
Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

CITY OF LAS VEGAS

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

APPROVED AS TO FORM:

Thomas R. Steen
Date
10/20/03



f:\depot\arcview\ccrfcd\buffalo drive\buffalo drive.apr

EXHIBIT A
GOWAN NORTH - BUFFALO BRANCH (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Second Supplemental Interlocal Contract #386b for Alexander Road, US-95 to Rancho Drive between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to revise the scope of the project from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive - Ward 6 (Mack)

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

Second Supplemental Interlocal Contract #386b between the City of Las Vegas, Clark County, and the Regional Transportation Commission of Southern Nevada will revise the scope of the project from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive. This Second Supplemental Interlocal Contract was approved at the October 9, 2003 Regional Transportation Commission Board Meeting. Total cost of this contract shall not exceed \$2,675,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract #386b

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILMAN MACK disclosed that although a SuperPawn owned by his brother, STEVEN MACK, for whom he is a consultant, is near the location involved in Item 38, the portion being revised is a mile away and he does not believe it to be a conflict for him. Another SuperPawn, which he also consults for and is also owned by his brother, is located near the proposed park site involved in Item 49. Items 63 and 64 concern agreements for a parking garage near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract. Since neither of his relatives had spoken to him about these items and he did not believe that they would be impacted by these agreements, he felt comfortable in voting on these issues.

*City of Las Vegas***Agenda Item No. 38****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent – Public Works**

Item 38 - Approval of Second Supplemental Interlocal Contract #386b for Alexander Road, US-95 to Rancho Drive between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to revise the scope of the project from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive

MINUTES:

There was no further discussion.

(9:37 – 9:40)

1-1006

CONTRACT # 386b

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**ALEXANDER ROAD, US-95 TO RANCHO DRIVE**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 5 day of November, 2003 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Alexander Road, Durango Drive to Rancho Drive located partially within the CITY and partially within the COUNTY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 11, 2001 and a First Supplemental Interlocal Contract dated May 15, 2003 for the design and construction of Alexander Road, Durango Drive to Rancho Drive; and

WHEREAS, the CITY wishes to revise the scope of the project and receive a revised authorization to proceed.

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

SECTION I – SCOPE OF THE PROJECT has been revised to read as follows:

SECTION I - SCOPE OF PROJECT

This Supplemental Interlocal Contract applies to a change in scope and revised authorization to proceed for improvements to Alexander Road, Durango Drive to Rancho Drive. The scope will be changed from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive.

The basic improvements will result in full roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing. Other basic improvements such as curb and gutter, sidewalks and streetlights may be funded by the CITY and/or the COUNTY with a Special Improvement District.

SECTION II – PROJECT COSTS has been revised to read as follows:

SECTION II - PROJECT COSTS WILL BE REVISED TO READ AS FOLLOWS:

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

1. Engineering Design at a cost not to exceed \$600,000.
2. Right of way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$25, 000.
3. Right of way acquisition at a cost not to exceed \$90,000.
4. Construction Engineering at a cost not to exceed \$135,000
5. Construction at a cost not to exceed \$2,101,000.
6. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$2,675,000 which includes paragraphs one through five.
7. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

All other terms of the Interlocal Contract dated October 11, 2001 and the Supplemental Interlocal contracts dated January 9, 2003 and May 15, 2003 shall remain unchanged.

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

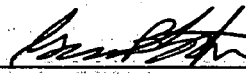
APPROVED AS TO LEGALITY AND FORM:


 ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

11-5-03
 ATTEST:

CITY OF LAS VEGAS

By: 
 OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

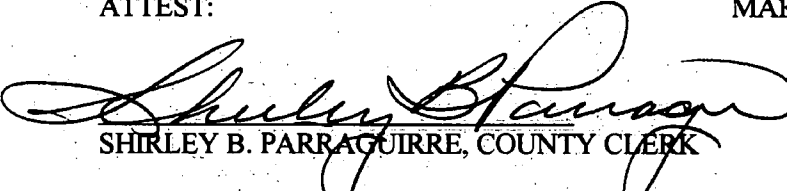

 Date 10/21/03

DATE OF COMMISSION ACTION:

10/7/03
 ATTEST:

COUNTY OF CLARK

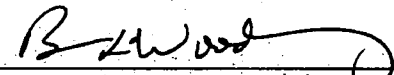
By: 
 MARY KINCAID-CHAUNCEY, CHAIRMAN


 SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

DATE OF COMMISSION ACTION:

9/11/03
 ATTEST

REGIONAL TRANSPORTATION COMMISSION

By: 
 BRUCE L. WOODBURY, CHAIRMAN


 TONI MICHENER
 EXECUTIVE ASSISTANT

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Contract #448 for 2003-2004 Traffic Capacity and Safety Improvement Projects between the City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson, and the Regional Transportation Commission of Southern Nevada (\$2,290,000 - Regional Transportation Commission of Southern Nevada) - All Wards

Fiscal Impact☐**No Impact****Amount: \$2,290,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Regional Transportation Commission****PURPOSE/BACKGROUND:**

Interlocal Contract #448 between the City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson, and the Regional Transportation Commission of Southern Nevada applies to design and construction of traffic capacity and safety improvements within the entities participating in this contract. This Interlocal Contract was approved at the October 9, 2003 Regional Transportation Commission board meeting. Total cost of this contract shall not exceed \$2,290,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #448

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

INTERLOCAL CONTRACT
2003-2004 TRAFFIC CAPACITY AND SAFETY
IMPROVEMENT PROJECTS

CONTRACT # 448

This Interlocal Contract, made and entered into this 5 day of Nov, 2003, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Southern Nevada, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, purchase right-of-way, perform construction inspection and construct traffic capacity and safety improvements have been approved by the Regional Transportation Commission.

WITNESSETH

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to design and construction of traffic capacity and safety improvements within the entities participating in this contract.

SECTION II - PROJECT COSTS

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

1. The total cost for preliminary engineering, design, right-of way acquisition and right-of-way acquisition expenses, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$2,290,000 which includes all of the above items.
2. An "Authorization to Proceed" is required for the following two phases of the project, which may be submitted concurrently:
 - (a) Preliminary engineering and design;
 - (b) Right-of-way acquisition, construction and construction engineering.

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of

the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific improvements to be constructed along with their location.

SECTION III - SPECIAL CONDITION

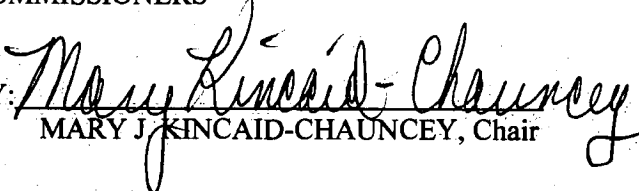
Each entity shall provide the Regional Transportation Commission (RTC) with a monthly status report in the format presently required by RTC indicating progress of project.

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Southern Nevada as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
6. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by July 1, 2006.
7. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

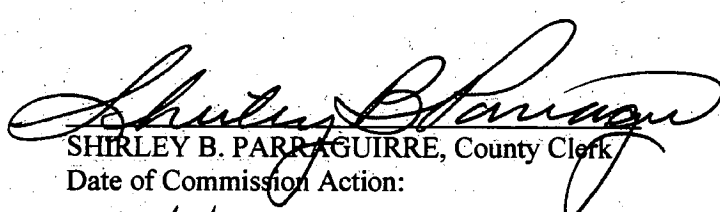
APPROVED AS TO FORM AND LEGALITY:

BY: ZEV KAPLAN
General Legal Counsel

ATTEST:

CLARK COUNTY BOARD OF COUNTY
COMMISSIONERSBY: 

MARY J. KINCAID-CHAUNCEY, Chair


SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Commission Action:

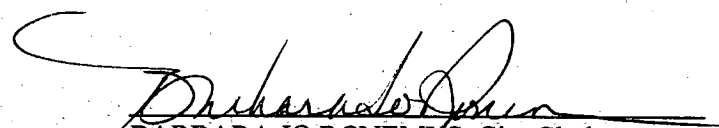
October 7, 2003

ATTEST:

CITY OF LAS VEGAS

BY: 

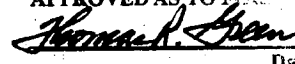
OSCAR B. GOODMAN, Mayor


BARBARA JO RONEMUS, City Clerk

Date of Council Action:

11-5-03

APPROVED AS TO FORM



Date

10/21/03

ATTEST:

CITY OF NORTH LAS VEGAS

KAREN L. STORMS, CMC, Acting City Clerk


EILEEN M. SEVIGNY, City Clerk

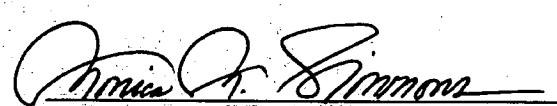
Date of Council Action:

FEB 18 2004BY: 

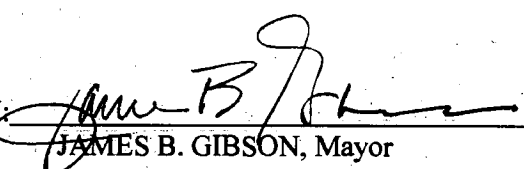
MICHAEL L. MONTANDON, Mayor

ATTEST:

CITY OF HENDERSON

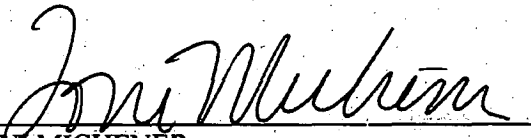

MONICA SIMMONS, City Clerk

Date of Council Action:

12/16/03BY: 

JAMES B. GIBSON, Mayor

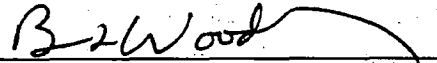
ATTEST:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

TONI MICHENER

Executive Assistant

Date of Commission Action:

9/11/03BY: 
BRUCE L. WOODBURY, Chairman

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Encroachment Request from Beazer Homes Holdings Corporation, owner (northeast corner of Alexander Road and Cliff Shadows Parkway) - Ward 4 (Brown)

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

The proposed encroachment will consist of an approximate 5' wide area of landscaping on the north side of Alexander Road extending approximately 300' eastward from Cliff Shadows Parkway consisting of shrubs, crushed rock ground cover, and an irrigation system for the proposed Beazer at Lone Mountain West Unit 1 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Alexander Road and Cliff Shadows Parkway)

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

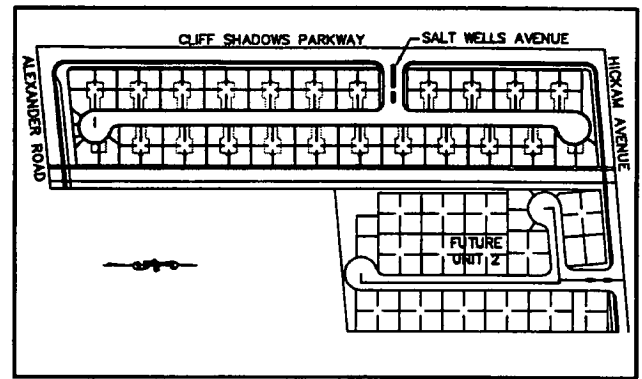
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

[illegible]

30.0' MULTI-USE EQUESTRIAN TRAIL

Erosion Area (indicated by an arrow pointing to the rip rap area)

10.0' TRANSPORTATION TRAIL R/W PATH

7.5' LAND-SCAPED CORRIDOR

7.5' EQUESTRIAN TRAIL PATH

5.0' LAND-SCAPED CORRIDOR

5.0' TRANS. STRIP

CONCRETE (under the 10.0' and 7.5' corridors)

ASPHALT (under the 7.5' equestrian trail path)

DECIDUOUS SHADE TREE @ 20.0' O.C.

RIP RAP D= 0.50'

2.00% (slope percentages for the rip rap and concrete sections)

PVC FENCE

MIN 2.00% (slope percentage for the asphalt path)

3:1 MAX (slope ratio for the rip rap area)

2.5' 5.0' (widths of the rip rap area)

ASPHALT PATH THROUGH EASEMENT

SHRUBS, VINES, AND GROUND COVER

9.0' BLOCK WALL (TYP.)

PAD

6.1' MAX RETAINMENT

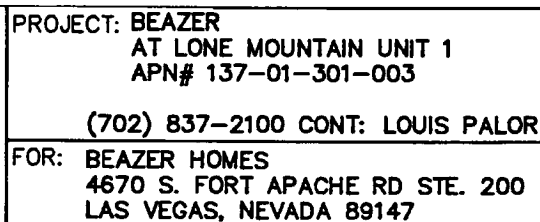
3:1 MAX (slope ratio for the retaining wall area)

FILTER TYPICAL

PORTLAND CEMENT MULTI-USE PATH

MULTI-USE EQUESTRIAN TRAIL
N.T.S.

(A)	CONSTRUCT "L" CURB & GUTTER PER STD. # 216
(G)	CONSTRUCT SIDEWALK UNDER DRAIN PER STD. # 236
(H)	INSTALL R7-1APR "NO PARKING" SIGNS
(I)	INSTALL R1-1 "STOP" SIGN & (2) D3 "STREET NAME" SIGNS
AMENITY ZONE 	



SCALE	HORZ. N/A
	VERT. N/A
W.O. NO. 6147-1	
DRAWN BY: RWM	
DATE: 9-29-03 40	
SHEET 1 OF 1	

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Michael Lee Scott, owner (north of Lone Mountain Road, west of Pioneer Way, APN 125-34-410-039) - County (near Ward 6-Mack)

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

This request is to connect a single family dwelling north of Lone Mountain Road, west of Pioneer Way. The owner proposes to connect to a 8" sewer line in Pioneer Way, & extend to the north as required to have a lateral perpendicular to the main. Provide a terminal manhole with a 5' stub to the north for future extension. The Planning Department determined the project does conform to the City's General Plan; and sufficient capacity in the City Sanitary Sewer. The applicant signed a "Sewer Connection Agreement". This property is within the Clark County Annexation Exceptions area & cannot be annexed.

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 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

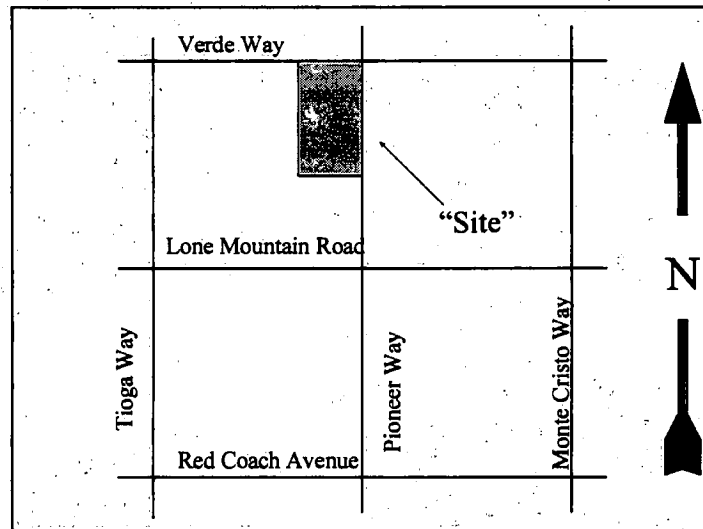
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DEPARTMENT – MICHAEL LEE SCOTT, OWNER (NORTH OF LONE MOUNTAIN ROAD, WEST OF PIONEER WAY, APN 125-34-410-039)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 25th 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 Michael Lee Scott (approximately 1.1 acres -- vacant land; Parcel No. 125-34-410-039 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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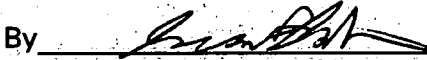
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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 RONEUMUS, City Clerk

APPROVED AS TO FORM:

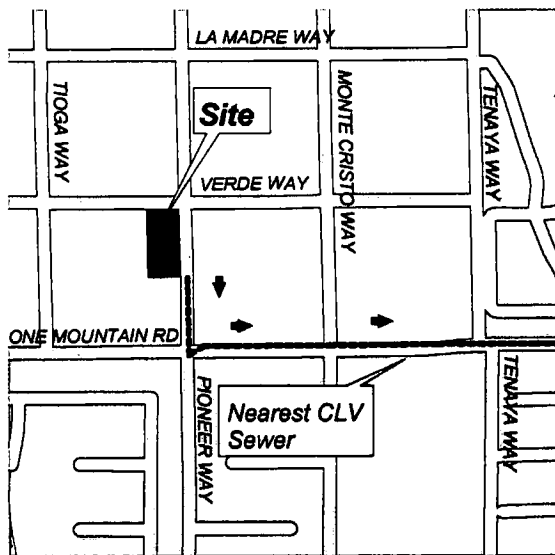
By  12-5-03
Deputy City Attorney

4835 PIONEER WAY
 PARCEL NO. 125-34-410-039
 TOTAL PARCEL ACREAGE= 1.1 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 7.3 MILES FROM SITE.

UNINCORPORATED
 COUNTY

CITY OF
 NORTH
 LAS VEGAS

Nearest City of
 Las Vegas Sewer



SITE MAP

NEAREST C.C.W.R.D.
 SEWER

CITY OF
 LAS VEGAS

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Affleck Enterprises on behalf of Park Trails Estates, LLC owner (southeast corner of Red Coach Avenue and Riley Street, APN 138-05-601-003 thru 005, 008, and 025 thru 032) - County (near Ward 4 - Brown)

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

This request is to connect 24 single family dwellings located on the southeast corner of Red Coach Avenue and Riley Street. The owner proposes to connect to the 12" City sewer line in Durango Drive. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The 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 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

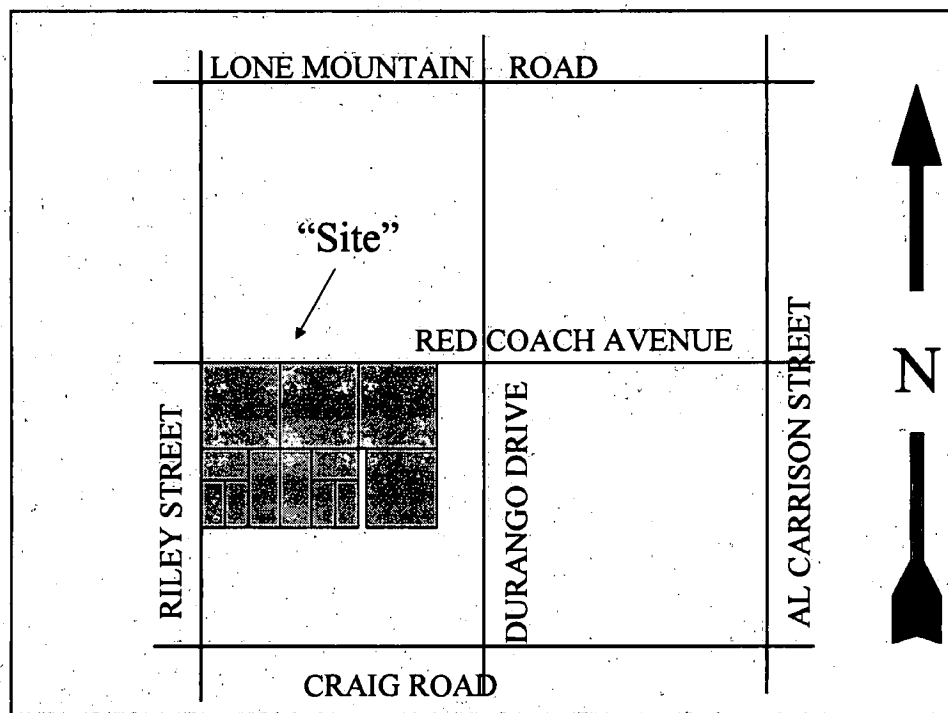
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – AFFLECK ENTERPRISES ON BEHALF OF
PARK TRAILS ESTATES LLC, OWNER (SOUTHEAST CORNER OF
RED COACH AVENUE AND RILEY STREET, APN 138-05-601-003
THRU -005, -008, -025 THRU -032)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 22nd 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 Park Trails Estates, LLC (approximately 14.5 acres -- vacant land; Parcel No. 138-05-601-003 thru 005, 008, & 025 thru 032 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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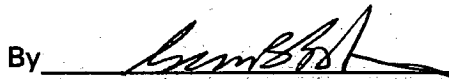
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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  12-5-03
Deputy City Attorney

PARK TRAILS ESTATES
PARCEL NO. 138-05-601-003, 004, 005,
008, 025 THRU 032
TOTAL PARCEL ACREAGE= 14.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 6.8 MILES FROM SITE.

**UNINCORPORATED
 COUNTY**

**CITY OF
 NORTH
 LAS VEGAS**

**Nearest City of
 Las Vegas Sewer**

Site

RED COACH AVE

**Nearwst CLV
 Sewer**

STANGE AVE

BONITA VISTA ST

CRAIG RD

DURANGO DR

SITE MAP

**NEAREST C.C.W.R.D.
 SEWER**

**CITY OF
 LAS VEGAS**

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of an Encroachment Request from Alpha Engineering on behalf of D. R. Horton, Incorporated, owner (southwest corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)

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

The proposed encroachment will consist of landscaping of Campbell Road, Elkhorn Road, Fort Apache Road, and Dorrell Lane consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed High Noon at Elkhorn Ranch subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (southwest corner of Campbell Road and Elkhorn Road and the northeast corner of Fort Apache Road and Dorrell Lane)
2. Copy of Encroachment Exhibit "B" (southeast corner of Campbell Road and Elkhorn Road)

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

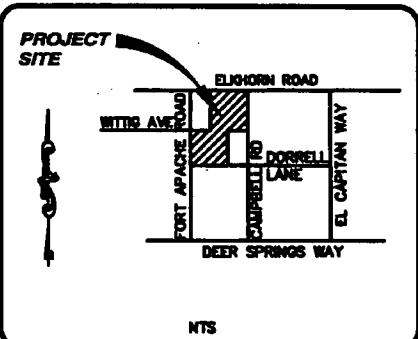
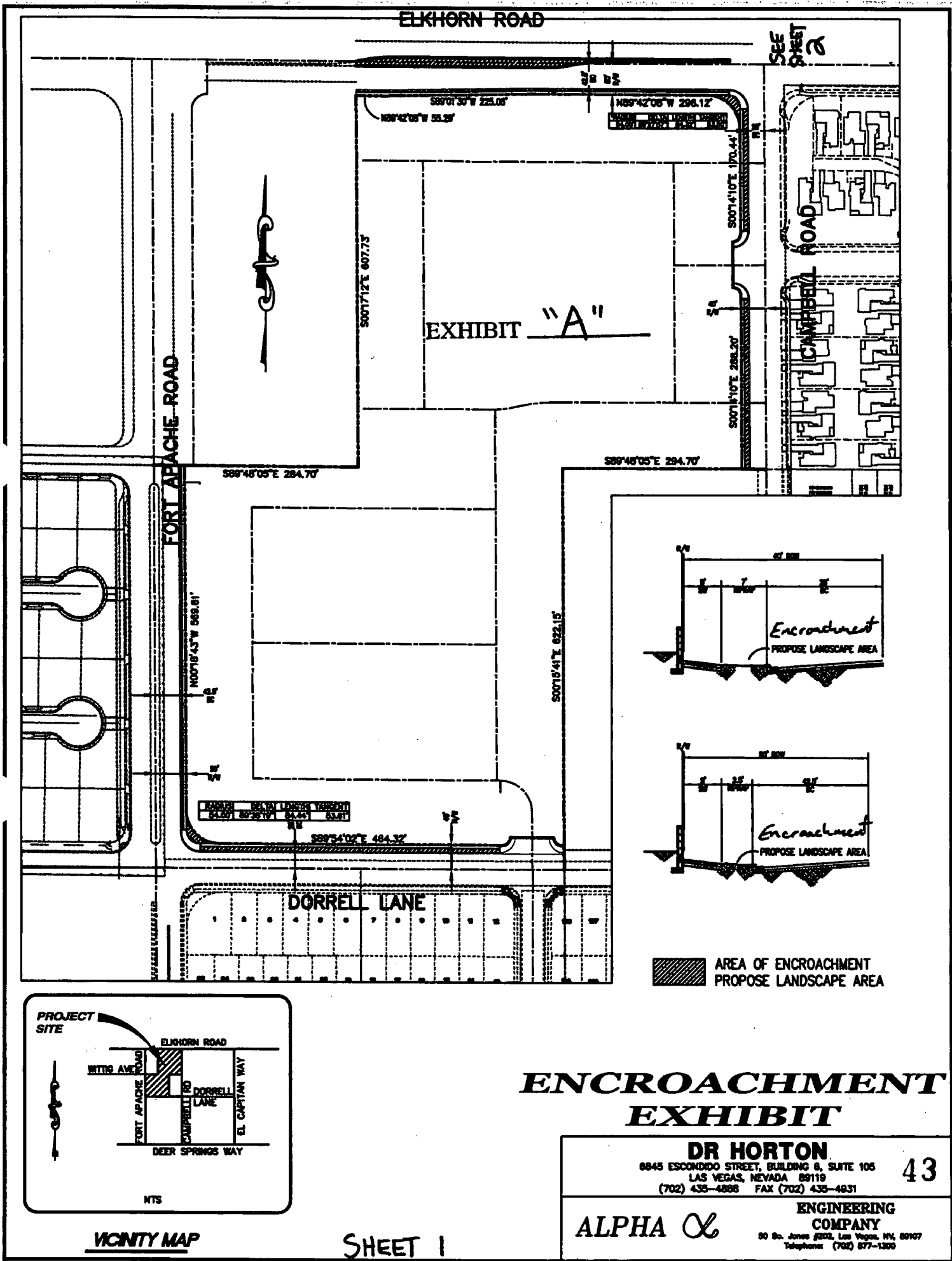
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006



VICINITY MAP

SHEET 1

ENCROACHMENT EXHIBIT

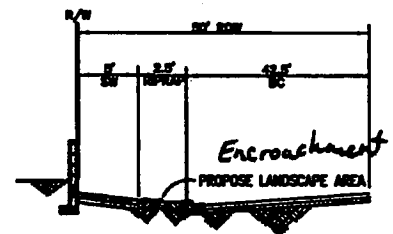
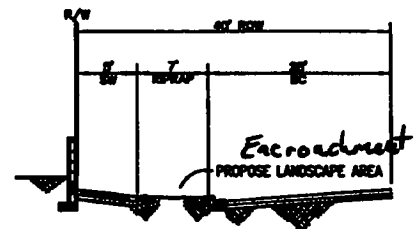
DR HORTON
6845 ESCONDO STREET, BUILDING 8, SUITE 105
LAS VEGAS, NEVADA 89119
(702) 435-4888 FAX (702) 435-4831

43

ENGINEERING COMPANY
90 So. Jones #202, Las Vegas, NV 89107
Telephone (702) 877-1300

ALPHA ∞

EXHIBIT "B"



 AREA OF ENCROACHMENT
 PROPOSE LANDSCAPE AREA

ELKHORN ROAD

S00°09'16"E 609.82'

S89°42'08"E 483.33'

S89°42'08"E 427.10'

2' R

R2'

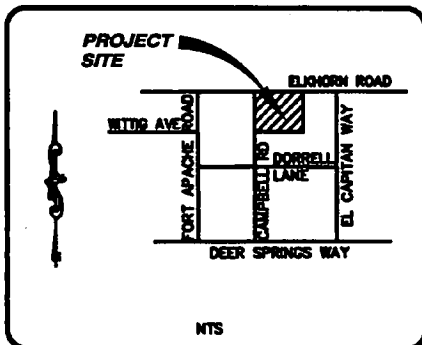
RADIUS	DELTA	LENGTH	TANGENT
54.00'	90°32'17"	85.35'	54.51'

R8'

S00°14'10"E 556.99'

CAMPBELL ROAD

2' R

SEE
SHEET
1

VICINITY MAP

SHEET 2

DR HORTON

6845 ESCONCADO STREET, BUILDING 6, SUITE 105
 LAS VEGAS, NEVADA 89119
 (702) 435-4888 FAX (702) 435-4831

ALPHA &

**ENGINEERING
 COMPANY**

20 So. Jones #202, Las Vegas, NV, 89107
 Telephone: (702) 577-1300

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Sharienne Dotson on behalf of KB Home Nevada, Incorporated, owner (southeast corner of Severance Lane and Fort Apache Road) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment will consist of landscaping on the south side of Severance Lane, landscaping on the west side of Dapple Gray Road, on the east side of Fort Apache Road and on the medians in Fort Apache Road extending southward from Severance Lane, consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Trilogy at Town Center development. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (southeast corner of Severance Lane and Fort Apache Road)
2. Copy of Encroachment Exhibit "B" (southwest corner of Severance Lane and Dapple Gray Road)
3. Copy of Encroachment Exhibit "C" (Fort Apache Road south of Severance Lane)
4. Copy of Encroachment Exhibit "D" (Dapple Gray Road south of Severance Lane)

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

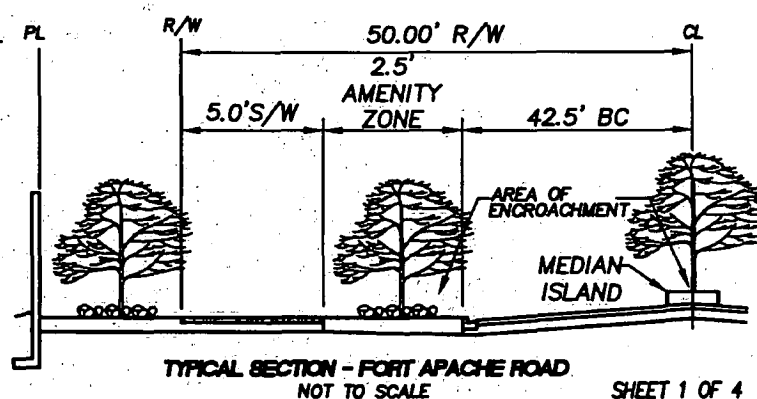
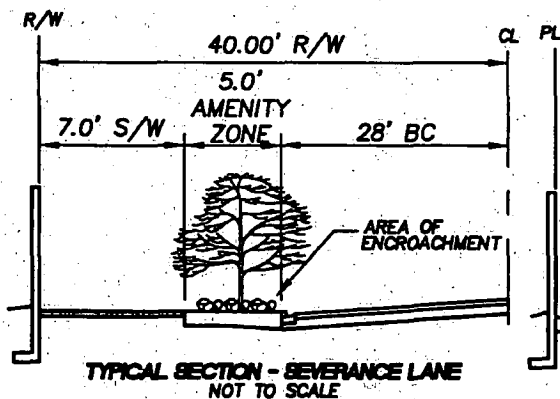
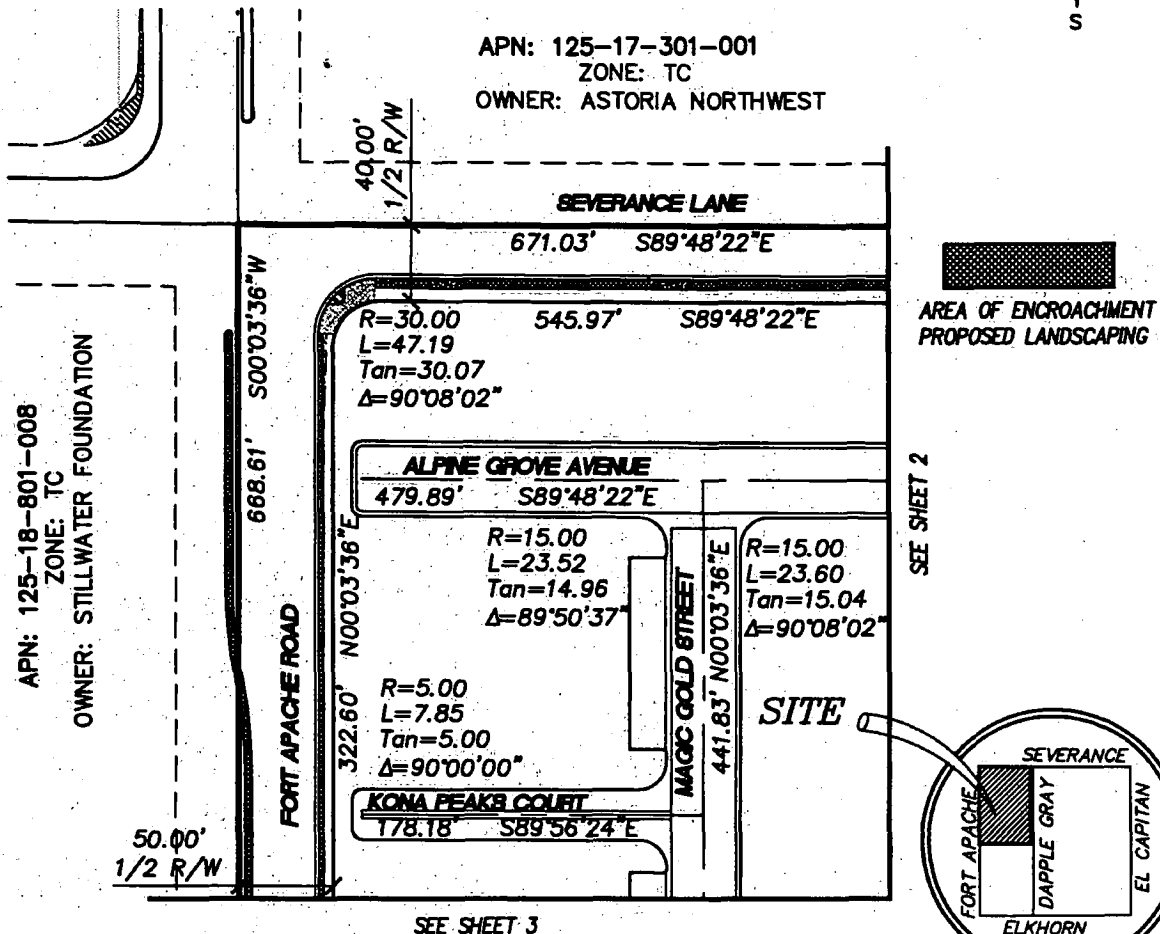
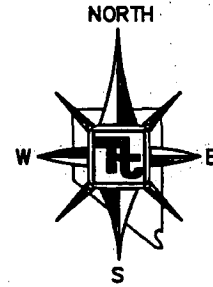
MINUTES:

There was no related discussion.

(9:37 – 9:40)

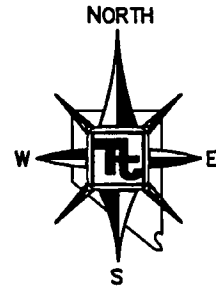
1-1006

EXHIBIT "A"

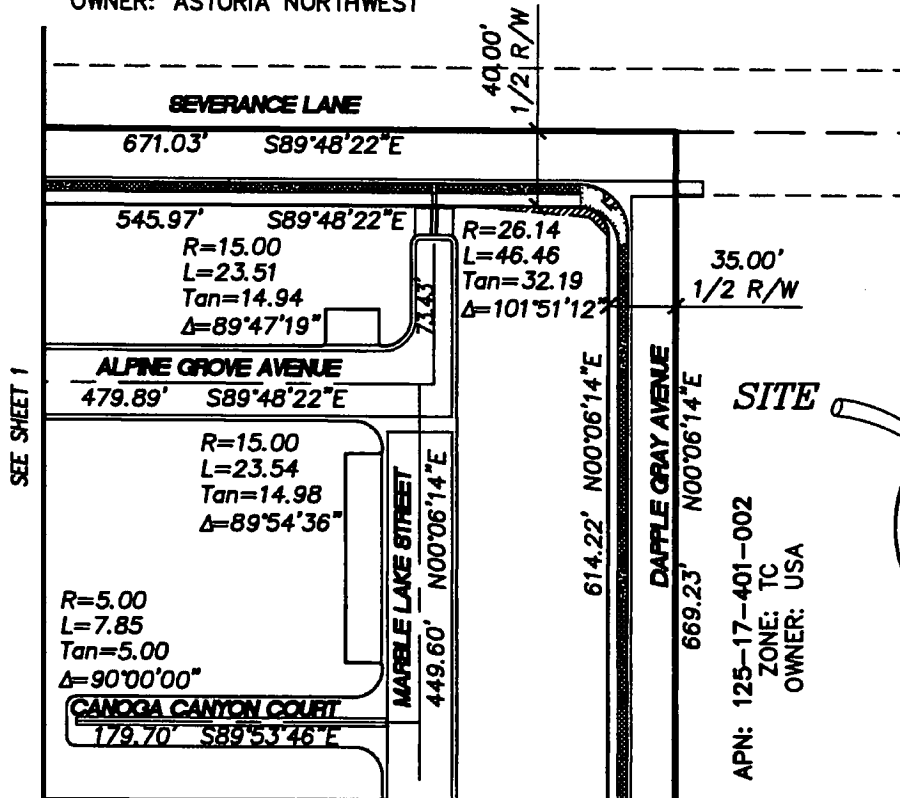


SHEET 1 OF 4

EXHIBIT "B"



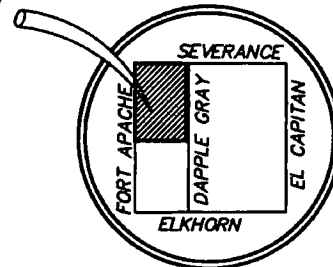
APN: 125-17-301-001
 ZONE: TC
 OWNER: ASTORIA NORTHWEST



AREA OF ENCROACHMENT
 PROPOSED LANDSCAPING

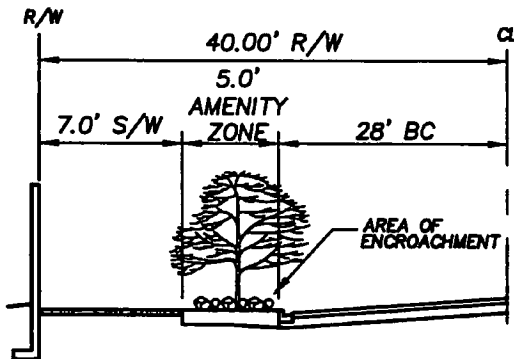
SITE

APN: 125-17-401-002
 ZONE: TC
 OWNER: USA

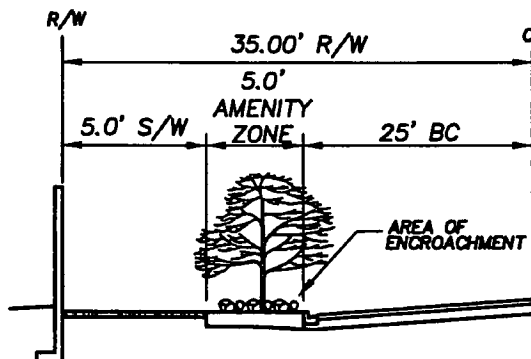


VICINITY MAP

SEE SHEET 4

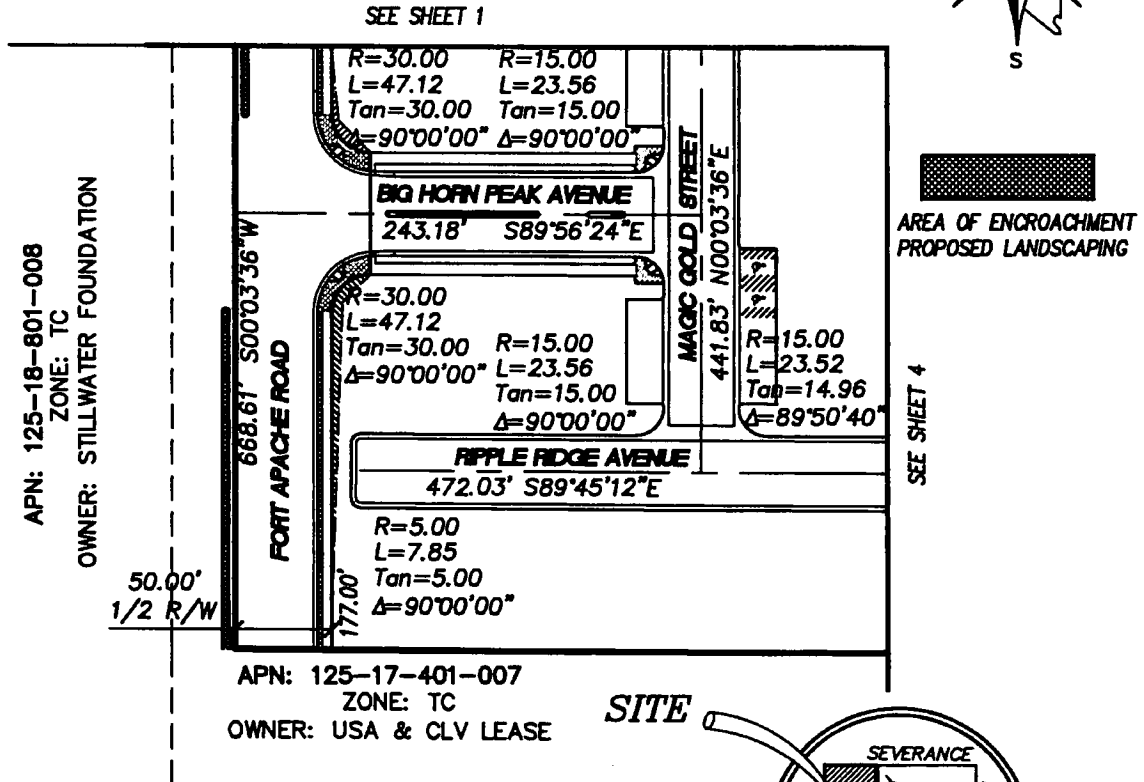
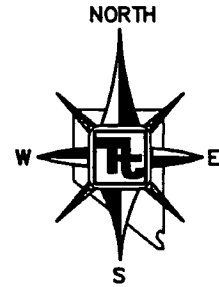


TYPICAL SECTION - SEVERANCE LANE
 NOT TO SCALE

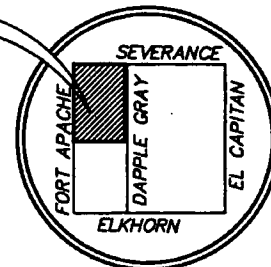


TYPICAL SECTION - DAPPLE GRAY
 NOT TO SCALE

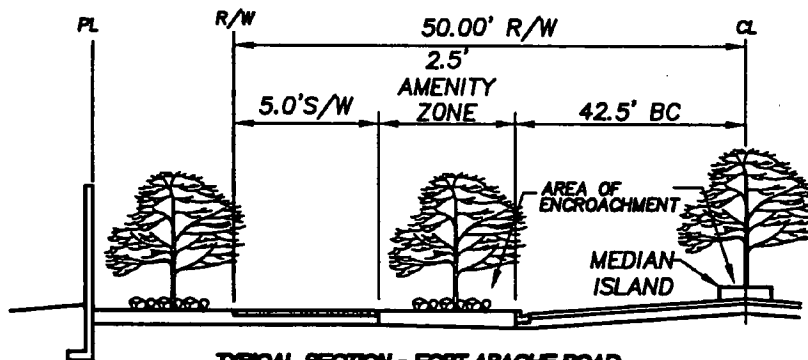
EXHIBIT "C"



SITE

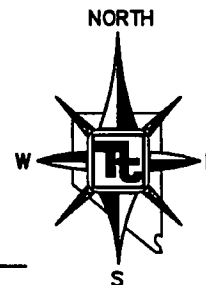


VICINITY MAP

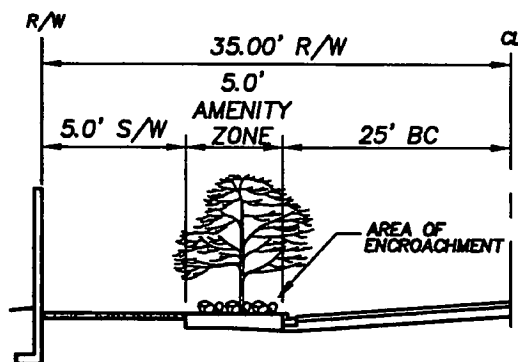
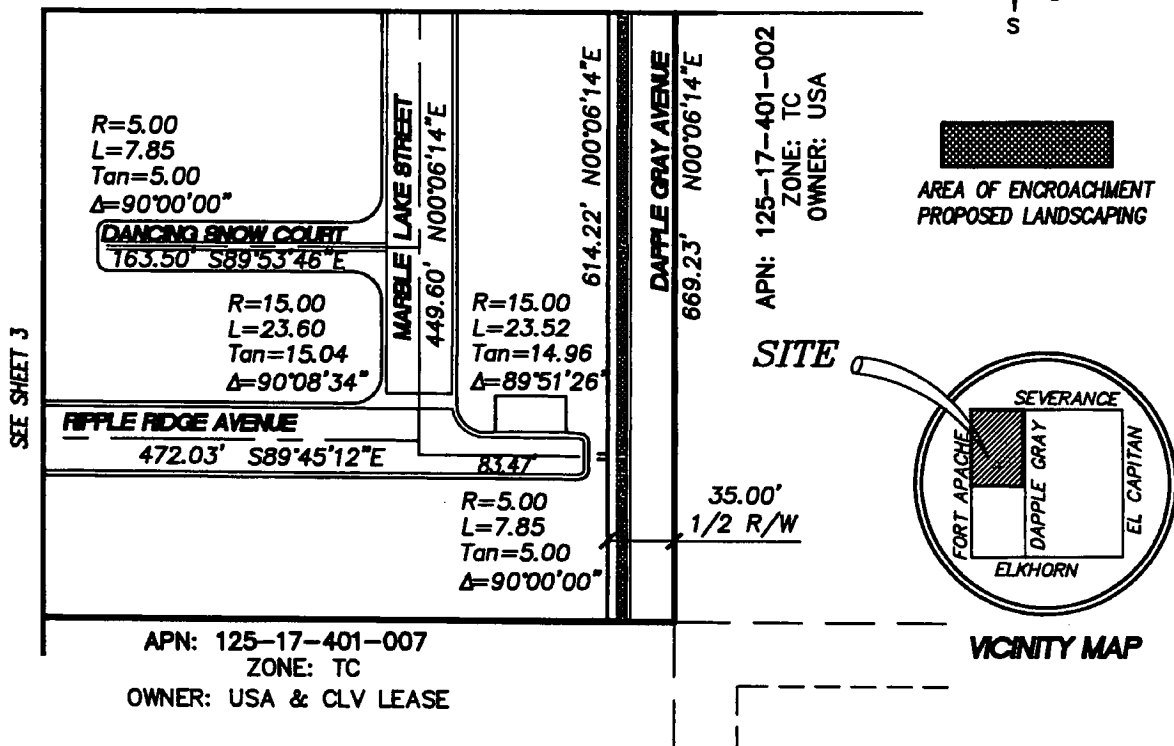


TYPICAL SECTION - FORT APACHE ROAD
NOT TO SCALE

EXHIBIT "D"



SEE SHEET 2



TYPICAL SECTION - DAPPLE GRAY
NOT TO SCALE

SHEET 4 OF 4

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of RAA, LLC, owner (southwest corner of Fort Apache Road and Azure Drive, APN 125-30-601-012) - County (near Ward 4 - Brown)

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

This request is to connect nine single family dwellings located at the southwest corner of Fort Apache Road and Azure Drive. The owner proposes to connect to a 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 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 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

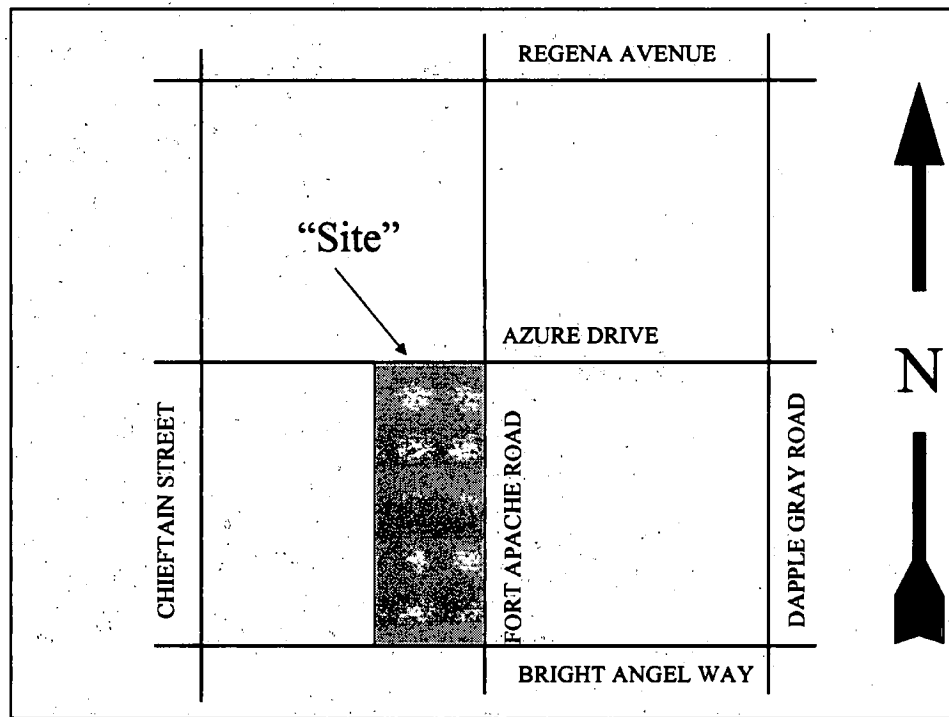
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – TANEY ENGINEERING ON BEHALF OF
RAA, LLC, OWNER (SOUTHWEST CORNER OF FORT APACHE ROAD
AND AZURE DRIVE, APN 125-30-601-012)****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 RPA, LLC (approximately 5.0 acres -- vacant land; Parcel No. 125-30-601-012 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

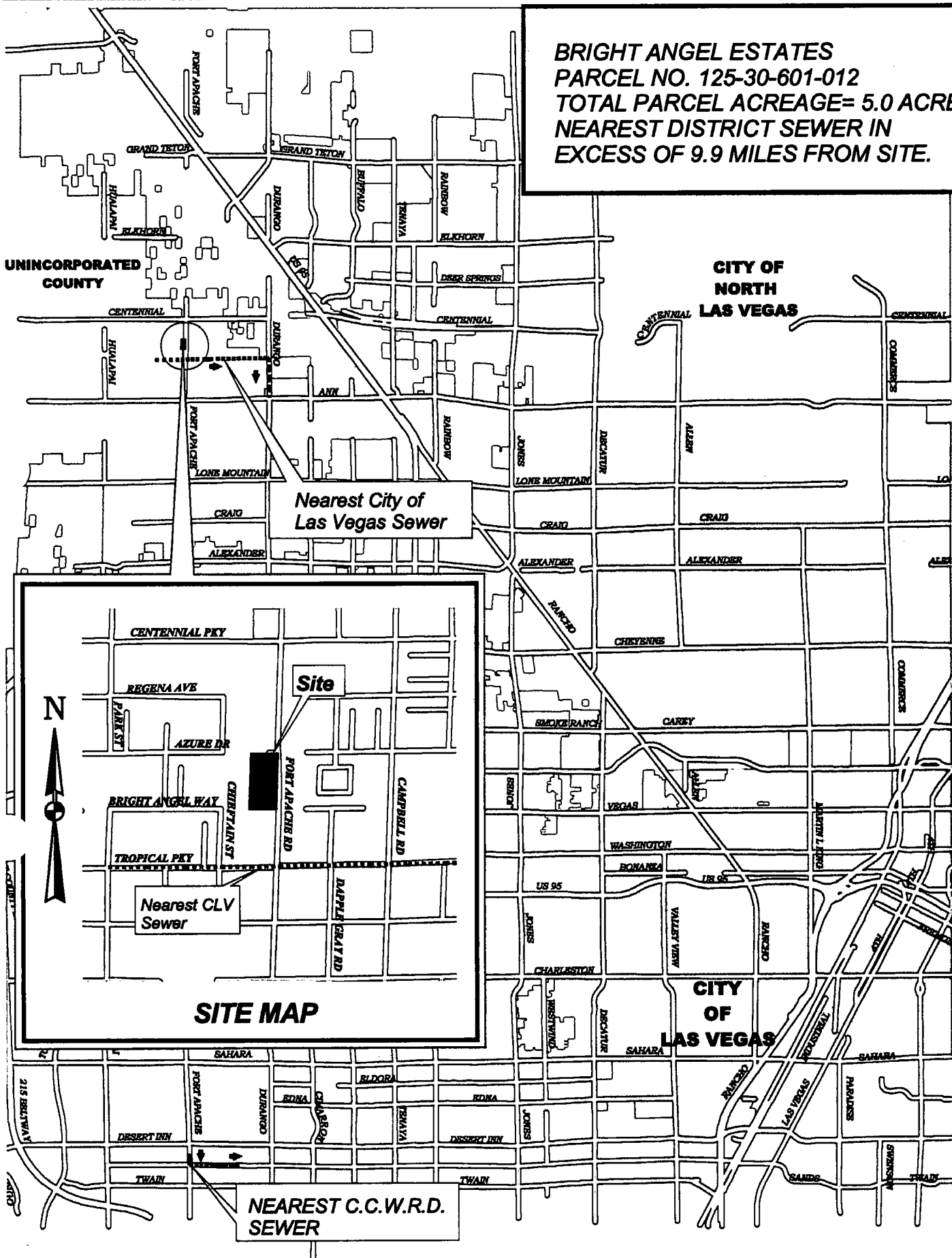
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12-5-03
Deputy City Attorney

**BRIGHT ANGEL ESTATES
PARCEL NO. 125-30-601-012
TOTAL PARCEL ACREAGE= 5.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.9 MILES FROM SITE.**



City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Richard and Jean V. Dart and Richard W. and La Donna Dart, owners (northwest corner of Tropical Parkway and Dapple Gray Road, APN 125-29-201-023) - County (near Ward 6 - Mack)

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

This request is to connect a single family dwelling located at the northwest corner of Tropical Parkway and Dapple Gray Road. The owners propose to connect to an existing 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 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 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

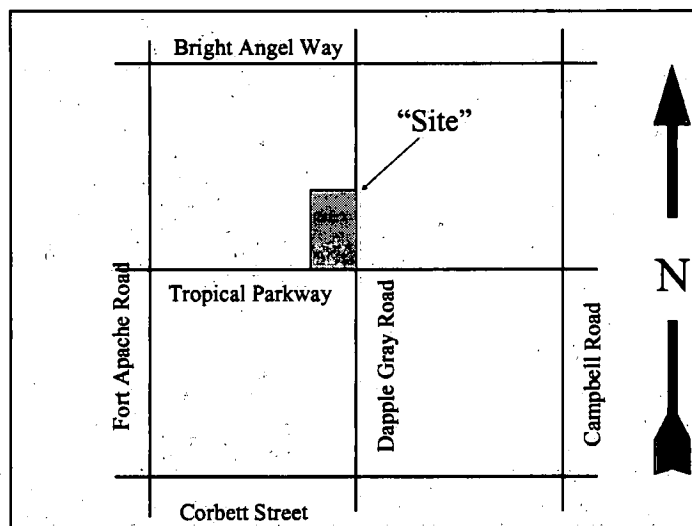
Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DEPARTMENT – RICHARD & JEAN V. DART AND RICHARD W. & LADONNA DART, OWNERS (NORTHWEST CORNER OF TROPICAL PARKWAY AND DAPPLE GRAY ROAD, APN 125-29-302-003)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 13th day of October, 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 Richard and Jean V. Dart (approximately 0.5 acres -- vacant land; Parcel No. 125-29-201-023 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.

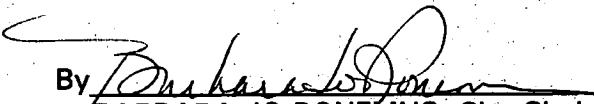
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

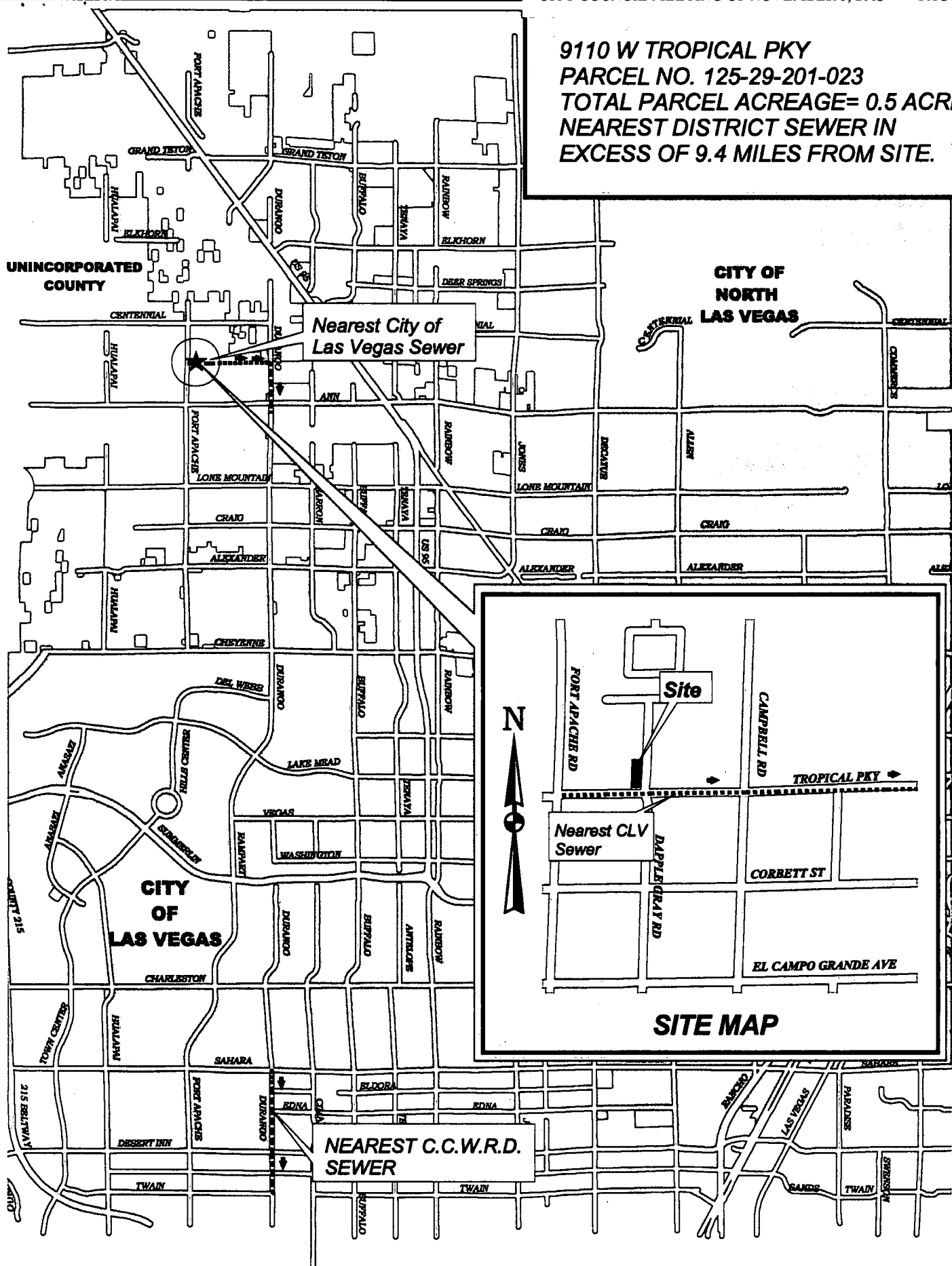
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12-5-03
Deputy City Attorney

9110 W TROPICAL PKY
 PARCEL NO. 125-29-201-023
 TOTAL PARCEL ACREAGE= 0.5 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 9.4 MILES FROM SITE.



SITE MAP

**NEAREST C.C.W.R.D.
 SEWER**

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a First Amendment to the Architectural Design Services Agreement with JVC Associates Inc. for design services to enlarge the new Records and Archival Materials Storage Facility from 11,000 square feet to 25,000 square feet located near the southeast corner of Buffalo Drive and Sauer Drive (\$94,350 - Capital Improvement Projects Fund) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$94,350**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: Capital Improvement Projects Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to enlarge the size of the Records and Archival Materials Storage Facility from 11,000 square feet to 25,000 square feet to accommodate future growth. Amendment One is required to increase the consultant fee based on the larger building.

RECOMMENDATION:

That the City Council approve the negotiated First Amendment to the Architectural Design Services Agreement with JVC Associates Inc. approved by Council on September 3, 2003 for \$105,000 to \$199,350 and increase the Additional Services contingency reserve of \$15,000 to \$25,000.

BACKUP DOCUMENTATION:

First Amendment

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this 5 day of November, 2003, by and between the city of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and JVC Associates Inc., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated September 3, 2003 (herein the "Agreement"), retaining the services of the Consultant for Architectural Design Services more fully described therein in connection with the improvements to be constructed at Peak Drive and Buffalo Drive and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide design services for an expansion of the Archival Record Storage Building from 11,000 s.f. to 25,000 s.f..

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Sections 1.1.1 through 1.1.5 contained on Pages 26 through 28 of the Agreement are hereby deleted and the new Sections 1.1.1 through 1.1.5 set forth in Exhibit A-1 attached hereto inserted in lieu thereof.

2. Exhibit "G" (Disclosure of Ownership/Principals) of the Agreement is hereby deleted and Exhibit "G" attached hereto inserted in lieu thereof.

3. All other provisions of the Agreement remain in force and effect.

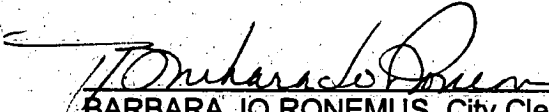
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"CITY"

ATTEST:


BARBARA JO RONECUS, City Clerk

APPROVED AS TO FORM:

Robert J. Sylvain 10-20-03
Deputy City Attorney Date

JVC Associates Inc.

By: 
James Van Compernelle, President

"CONSULTANT"

Exhibit "A1"

October 6, 2003

Patrick Batte, AIA
Architectural Project Manager
Las Vegas Dept. of Public Works
Office of Architectural Services
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Proposal for Architectural Services
City of Las Vegas Records Storage Facility
Las Vegas, Nevada

Dear Patrick,

Thank you for the opportunity to submit this proposal.

The following information outlines the services we propose to provide as well as the associated fees. Included are the project description, scope of professional services, project schedule, project agreement and professional fees.

PROJECT DESCRIPTION

The project includes a 25,000 square foot Warehouse/Office building located at the northeast corner of Buffalo and Peak Dr. within an enclosed compound with. The building will include an administrative warehouse storage area, office control entry area, IT storage, lobby reception vestibule, restrooms/janitor closet, media vault, election room, fire riser room and kitchen/break area. The site will include parking, landscape on Buffalo and Peak as well as a decorative masonry wall including a marquee sign at the corner. The fee is based on both a 25,000 s.f. Building Warehouse and a construction cost of \$2,300,000.

SCOPE OF PROFESSIONAL SERVICES

The following represents the Professional Services that JVC Associates proposes to provide for the project. The services are divided into phases based on project requirements. These services to be adjusted according to the Professional Services Agreement to be prepared by the City Of Las Vegas.

Schematic Design Phase:

The following represents the services and tasks for this portion of the project.

1. 1. Based on the mutually agreed-upon program, project budget requirements and schedule requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the project components and obtain survey of property.
2. 2. Submit the project for Design Review in the City of Las Vegas.
3. 3. Prepare professional cost estimate.
4. 4. Prepare preliminary code analysis.
5. 5. Attend meetings as required.

Design Development Phase:

The following represents the services and tasks for this portion of the project.

1. 1. Based on approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project to the architectural,

landscaping, civil, structural, mechanical and electrical systems; materials and such other elements as may be appropriate.

2. 2. Prepare professional cost estimate.
3. 3. Attend meetings as required.

Construction Documents Phase:

The objectives for this phase will be to develop the drawings to a biddable state and document the design concepts approved in the Design Development Phase. The following represents the service tasks for this portion of the project.

1. 1. Based on approved Design Development Documents and further adjustment in the scope or quality of the Project or in construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2. 2. Assist the Owner in preparation of necessary bidding information.
3. 3. Prepare professional cost estimate.
4. 4. Attend meetings as required.

Bidding Phase:

The Architect, following the Owner's Approval of the Construction Documents, shall:

1. 1. Conduct pre-bid site visit.
2. 2. Assist the Owner in obtaining bids.
3. 3. Issue addenda.

Construction Administration Phase:

The Architects construction phase services shall commence with the award of the initial Contract for Construction and end as defined in Section 1.7 of the Professional Services Agreement and scope defined for post construction and construction administration defined in Exhibit "A" of the Professional Services Agreement. Specific responsibilities include:

1. 1. Represent and advise and consult with the Owner during the administration of the Contract for Construction.
2. 2. Visit the site at intervals appropriate to the phase of construction, or as otherwise agreed to by the Owner and Architect to: a) become generally familiar with, and to keep the Owner informed about the progress and quality of the portion of the work completed b) endeavor to guard the Owner against defects and deficiencies in the work and c) to determine if the work is being done in accordance with the Contract Documents.
3. 3. Review shop drawings and submittals.
4. 4. Prepare change orders, proposal requests, respond to requests for information, review change order requests.

PROJECT SCHEDULE

JVC Associates will review the schedule as prepared by the Owner and will prepare a detailed schedule of specific tasks in relation to the Owner provided schedule.

PROJECT SERVICES AGREEMENT

Professional Services Agreement to be prepared by The City of Las Vegas.

PROFESSIONAL FEES

Professional fees for the project will be based on a fixed fee of \$199,350 plus reimbursable expenses, for the services outlined herein. This fee includes architectural services, civil engineering, surveying, landscape design, structural engineering, fire protection engineering, mechanical engineering, plumbing engineering

and electrical engineering. The firm name of each consultant is indicated in parenthesis next to their discipline.

<u>FEE SUMMARY</u>	<u>FEE</u>
Civil Engineering (AMTI)	\$ 11,900
Geotechnical Evaluation and Data Report (AMTI)	\$ 1,600
Landscape Design (Southwick Landscape Architects)	\$ 5,300
Architectural (JVC Associates, Inc.)	\$126,000
Fire Protection (FSEA)	\$ 6,600
Automatic Sprinkler Specifications (FSEA)	\$ 2,600
Structural (Wright Engineers)	\$ 15,800
Mechanical/Plumbing/Electrical (Wright Engineers)	\$ 19,700
Cost Estimating (ESG Construction Consultants)	\$ 9,850
Total:	\$199,350

FEE SCHEDULE:

Phase	% of total	Working Days	\$ Amount
Schematic Design	15%	35	\$ 29,900
Design Development	15%	30	\$ 29,900
Construction Documents	40%	60	\$ 79,740
Bid	5%	68	\$ 9,970
Construction	25%	7.5 months	\$ 49,840
Total:	100%		\$199,350

The proposal includes all reimbursable expenses necessary to produce required documents as defined in the Professional Services Agreement. The following plan sets are required

- 1) Site Utilization Report-6 sets
- 2) Schematic Design -6 sets with cost estimate
- 3) Design Development-10 sets with cost estimate
- 4) 50 % Construction Documents-10 sets with cost estimate
- 5) 95% Construction Documents-10 sets with cost estimate
- 6) 100 % and for approval by regulatory agencies (figure 15 sets)

Services specifically not included are environmental studies, models, and interior design (other than as listed herein).

Please contact our office with any questions regarding this proposal.

Sincerely,

Roy Burson, AIA
JVC Associates, Inc.

EXHIBIT "G"**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
JVC ASSOCIATES, INC.	
Name	
4290 CAMERON #2, LAS VEGAS, NV 89103	
Address	
702-871-3416	
Telephone	
88-0309022	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	
ARCHITECTURAL SERVICES	
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	JAMES VAN COMPERNOLLE, PRESIDENT	4290 CAMERON, #2, L.V. NV 8903	702-871-3416
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

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.

[Signature]

Name

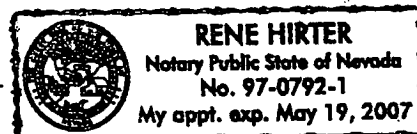
8-18-03

Date

Subscribed and sworn to before me this 18 day of

AUGUST, 2003

[Signature: Rene Hirter]
Notary Public



City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

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

Approval of a Professional Services Agreement with Lucchesi, Galati Architects, Inc. for the design services of Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way (\$2,395,500 - 1999 Recreation Bonds and Deer Springs Park Phase II Fund Balance Carryover) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$2,395,500**☒**Budget Funds Available****Dept./Division: PW/Engineering Integration**☐**Augmentation Required****Funding Source: 1999 Recreation Bonds and Fund Balance Carryover****PURPOSE/BACKGROUND:**

To design a regional leisure center consisting of multi-generational uses including gymnasium, fitness and dance studios, game and pre-school age room, craft rooms, conference space, senior activity rooms, multi-pool indoor and outdoor aquatics centers, outdoor activity areas and related site and infrastructure improvements.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with Lucchesi Galati Architects, Inc. for the design services of Centennial Hills Leisure Center in the amount of \$2,395,000 and approve an Additional Services contingency reserve of \$240,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - Motion to bring forward and **STRIKE** Items 30, 48, 71, and 77 - **UNANIMOUS**

MINUTES:

Under Item 1, COUNCILMAN MACK questioned the reason for striking Item 48. ACTING CITY MANAGER FRETWELL indicated that there are several unanswered questions remaining.

There was no further discussion.

(9:35 - 9:37)

1-958

ACTION TAKEN

not signed
2/25/04
bwd

Date

PROFESSIONAL SERVICES AGREEMENT FOR CENTENNIAL HILLS LEISURE CENTER

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and LUCCHESI, GALATI ARCHITECTS, INC., (the "Architect/Consultant").

RECITALS

WHEREAS, the City intends to construct CENTENNIAL HILLS LEISURE CENTER (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of \$24,500,000.00; and

WHEREAS, the City desires to retain the services of the Architect/Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and Exhibit "A" (Scope of Services) attached hereto; and

WHEREAS, the Architect/Consultant hereby represents to the City that the Architect/Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Architect/Consultant agree as set forth below:

ARTICLE 1: ARCHITECT/CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The Architect/Consultant agrees to provide the services set forth in Section 1.1.2 through 1.1.7 of this Article and in Exhibit "A" and Exhibit "B" (Required Submittals), attached hereto.

1.1.2 The Architect/Consultant shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Architect/Consultant shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the Architect/Consultant. The Time Schedule for Performance of the Architect/Consultant's services is set forth in Exhibit "C" (Architect/Consultant's Performance Schedule) attached hereto.

1.1.3 The Architect/Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Architect/Consultant. The City's approval of the Contract Documents shall not relieve the Architect/Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Architect/Consultant.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Architect/Consultant shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Architect/Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/or permits for construction of the Project.

1.1.6 The Architect/Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Architect/Consultant or sub-consultants.

1.2 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

1.2.1 PROGRAM AND BUDGET. The Architect/Consultant shall analyze the City's needs and program the requirements of the Project, and based upon that analysis establish a general budget for the total Project. The Architect/Consultant shall furnish six (6) copies of the Program and

Budget to the City in accordance with Exhibit "A", attached hereto. The City shall review, make comments, prepare responses or furnish additional documents as required of the Program and Budget. The City must approve in writing the Program and Budget document prior to the *Architect/Consultant* proceeding with the basic services under the Schematic Design Phase.

1.2.2 SITE ANALYSIS. The *Architect/Consultant* shall prepare a written report (the "Site Utilization Report") analyzing the conditions affecting the Project. The *Architect/Consultant* shall request, in writing, to begin the work of this phase and the City shall confirm written authorization. Services of this phase may include recommendations to the City for Additional services required to prepare a utilities study, off-site engineering services, or others, as required. The *Architect/Consultant* shall provide (6) copies of the Site Utilization Report for review by the City.

1.2.3 REVIEW. The City will review the Site Utilization Report furnished by the *Architect/Consultant*, advising the *Architect/Consultant* of any changes, corrections or other responses. The *Architect/Consultant* shall advise the City of any adjustment to Program or Budget, which may be required. The City shall give written approval of the final Site Analysis documents and authorize the *Architect/Consultant* to proceed into the Schematic Design Phase.

1.3 SCHEMATIC DESIGN PHASE

1.3.1 The *Architect/Consultant* shall review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

1.3.2 The *Architect/Consultant* shall conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 6.2.1, and advise the *Architect/Consultant* of any problem issues.

1.3.3 The *Architect/Consultant* shall review with the City Project Manager, alternative approaches to the design and construction of the Project. Based on the mutually agreed upon program, schedule and construction budget, the *Architect/Consultant* shall prepare for approval by the City, the Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of each component of the Project.

1.3.4 Based upon the Schematic Design Documents, the *Architect/Consultant* shall submit to the City a preliminary estimate of the Construction Cost of the Project, which shall be based upon the most current information and data available to the *Architect/Consultant*.

1.3.5 *Architect/Consultant* shall furnish the City with six (6) copies of the completed Schematic Design Documents.

1.3.6 The City shall give written approval of the final Schematic Design Documents prior to the *Architect/Consultant* proceeding with the Design Development Phase.

1.4 DESIGN DEVELOPMENT PHASE

1.4.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City, the *Architect/Consultant* shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate.

1.4.2 The *Architect/Consultant* shall advise the City of any adjustments, which are necessary to the preliminary estimate of the Construction Cost of the Project. *Architect/Consultant* shall furnish the City with ten (10) copies of the completed Design Development Documents.

1.4.3 The City shall give written approval of the final Design Development Documents prior to the *Architect/Consultant* proceeding with the Construction Document Phase.

1.5 CONSTRUCTION DOCUMENTS PHASE

1.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the *Architect/Consultant* shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The *Architect/Consultant* agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the *Architect/Consultant* of responsibility for the professional and technical accuracy of such documents.

1.5.2 The *Architect/Consultant* shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

1.5.3 The *Architect/Consultant* shall advise the City of any adjustments to the preliminary estimate of the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

1.5.4 The *Architect/Consultant* shall obtain required agency submittals for the regulatory authorities having jurisdiction over the Project, including approval from the required utility companies, and shall submit an application for a building permit to the Department of Building and Safety for the City.

1.5.5 The *Architect/Consultant* shall provide the required submittal copies, reports, specifications and calculations. The *Architect/Consultant* shall not be responsible for the cost of processing any plan review or building permit(s). The *Architect/Consultant* shall notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval.

1.5.6 The City shall give written approval of the final Construction Documents prior to being submitted to any regulatory agency for permit review and approval. The *Architect/Consultant* shall incorporate the changes and corrections made by the City into the final Construction Documents.

1.5.7 Upon incorporating the changes and corrections made by the City or regulatory agencies, The *Architect/Consultant* shall prepare the final Contract Documents. The *Architect/Consultant* shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

1.5.8 The City shall give written approval of the final, corrected, Construction Documents prior to the *Architect/Consultant* proceeding with submittals to the City Purchasing Division for bidding or negotiation. The *Architect/Consultant* shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in Exhibit "A" and Exhibit "B".

1.6 BIDDING OR NEGOTIATION PHASE

1.6.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the *Architect/Consultant*, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

1.6.2 The City shall advise the *Architect/Consultant* of the award of the Construction Contract, and establish a Pre-Construction Conference.

1.7 CONSTRUCTION PHASE

1.7.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the *Architect/Consultant's* obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the *Architect/Consultant* to be the date of substantial completion of the Project, whichever first occurs.

1.7.2 *Architect/Consultant* shall advise and consult with the City (i) during construction until final payment to the Contractor is due, and (ii) as an Additional Service at the City's direction from time to time during the correction period described in the Construction Contract. The *Architect/Consultant* shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.

1.7.3 *Architect/Consultant* shall visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the *Architect/Consultant*.

1.7.4 *Architect/Consultant* shall not have control over, charge of or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibility under the Construction Contract. The *Architect/Consultant* shall not be responsible for the Contractor's schedules or failure to carry out the Construction of the Project in accordance with the Contract Documents. The *Architect/Consultant* shall not have control over or charge of the acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons responsible for constructing the Project.

1.7.5 *Architect/Consultant* shall at all times have access to the site during construction of the Project. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the *Architect/Consultant* and Contractor shall communicate through the City's Representatives.

1.7.6 Based on the *Architect/Consultant's* observations of the progress of construction of the Project, the *Architect/Consultant* shall review each Application for Payment submitted by the Contractor and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the *Architect/Consultant* to the City, based on the *Architect/Consultant's* observations at the Project site as provided in Section 1.7.3 and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the *Architect/Consultant's* knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the *Architect/Consultant*. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the *Architect/Consultant* has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

1.7.7 The *Architect/Consultant* shall have authority to reject any portion of the construction of the Project, which does not conform to the Contract Documents. Whenever necessary or advisable for implementation of the intent of the Contract Documents, the *Architect/Consultant* shall have authority to require additional inspections or testing of the construction to determine if it is in accordance with the Contract Documents, whether or not such construction is fabricated, installed or completed. However, neither this authority of the *Architect/Consultant*, nor a decision made in good faith exercising or not exercising such authority, shall give rise to a duty or responsibility of the *Architect/Consultant* to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons responsible for constructing the Project.

1.7.8 The *Architect/Consultant* shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the design concept expressed in the Contract Documents. The *Architect/Consultant's* action shall be taken with such reasonable promptness as to cause no delay in the construction of the Project while allowing sufficient time in the *Architect/Consultant's* professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The *Architect/Consultant's* approval of a specific item shall not constitute approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the *Architect/Consultant* shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.7.9 The *Architect/Consultant* shall prepare Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary by the *Architect/Consultant* as provided in Section 2.3.3 for the City's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the construction of the Project not involving an adjustment in the cost or time of performance of the Construction Contract which are not inconsistent with the intent of the Contract Documents.

1.7.10 The *Architect/Consultant* shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion. The *Architect/Consultant* shall receive and forward to the City for the City's review and records the written warranties and related documents which have been assembled by the Contractor as required by the Contract Documents in connection with the Project, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

1.7.11 The *Architect/Consultant* shall be the interpreter of the requirements of the Contract Documents for the Project and shall advise the City's Project Representative on the performance thereunder by the Contractor. The *Architect/Consultant* shall render all interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness on the written request of either the City or the Contractor and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the *Architect/Consultant* shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings. When making such interpretations and initial decisions, the *Architect/Consultant* shall endeavor to secure faithful performance by both the City and Contractor, shall not show partiality to either, and shall not be liable for the result of the interpretation or decision so rendered in good faith.

1.7.12 The *Architect/Consultant* shall decide matters relating to aesthetic effect of the Project in a manner, which is consistent with the intent expressed in the Contract Documents. If the Contractor disagrees with that decision, then the City shall have final decision in regard to such claim or dispute between the *Architect/Consultant* and the Contractor.

1.7.13 The *Architect/Consultant* shall provide Post-Construction services as necessary to assist the City in the use and occupancy of the Project.

1.7.14 The *Architect/Consultant* shall review the Contractor's final record documents for clarity and completeness and coordinate needed corrections, clarifications as required to these documents with the Contractor. The *Architect/Consultant* shall approve the Contractor's submittal and be responsible for drafting all final corrections and co-ordination items submitted by the Contractor. The *Architect/Consultant* shall prepare and submit one (1) set of completed documents in electronic and reproducible mylar form to the City.

1.7.15 The *Architect/Consultant* shall provide warranty reviews including reviews during any staggered warranty periods until the end of the Contractor's warranty period or until the end of a one (1) year period after the date of completion, whichever occurs later.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the *Architect/Consultant*, if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection required under Section 1.7.3, the *Architect/Consultant* agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the *Architect/Consultant*. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the *Architect/Consultant*.

2.2.2 The *Architect/Consultant* shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the *Architect/Consultant* as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The *Architect/Consultant* agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The *Architect/Consultant* agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The *Architect/Consultant* agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The *Architect/Consultant* agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

- 3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.
- 3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the *Architect/Consultant* in order to avoid unreasonable delay in the orderly progress of the *Architect/Consultant's* services.
- 3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the *Architect/Consultant*.
- 3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 3.6 The City shall promptly notify the *Architect/Consultant* in writing of any fault or defect in the Project or nonconformance with the Contract Documents.
- 3.7 The proposed language of certificates or certifications requested of the *Architect/Consultant* or sub-consultants shall be submitted to the *Architect/Consultant* for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 3.8 The City shall guarantee access to, and make all necessary provisions for the *Architect/Consultant* to enter upon the Project site as may be required to perform the service under this Agreement.
- 3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the *Architect/Consultant* providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

- 4.1 Upon receipt of any documents furnished by the *Architect/Consultant*, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the *Architect/Consultant* and request documents which are Professionally complete and appropriate, per AIA Standards, and Exhibit "B" attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.
- 4.2 If the City's Project Manager determines, after requesting the *Architect/Consultant* to provide corrected and Professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the *Architect/Consultant* in default, or (ii) demand a letter of explanation from the *Architect/Consultant* as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the *Architect/Consultant*, at *Architect/Consultant's* own expense, shall furnish six (6) additional sets of all documents that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The *Architect/Consultant*, at *Architect/Consultant's* own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the *Architect/Consultant* presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.
- 4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by *Architect/Consultant* fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the *Architect/Consultant* with comments and corrections noted thereon. The *Architect/Consultant* shall make the changes necessitated by the corrections or other comments into the final documents.

4.5 The *Architect/Consultant* shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, *Architect/Consultant* shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the *Architect/Consultant* shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the *Architect/Consultant* as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee for each of the phases set forth in Exhibit "D" (Fee Breakdown by Phase), which shall be paid pursuant to monthly invoices.

1.2 The Construction Phase Fee set forth in Exhibit "D" shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the *Architect/Consultant* exceed the total fixed Fee set forth in Exhibit "D", unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the *Architect/Consultant* for the Additional Services provided under Article 2, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in Exhibit "E" (*Architect/Consultant's* and Subconsultant's Hourly Rate Schedules) attached hereto, whichever is approved in writing by the City. For Additional Services of sub-consultants, the City shall compensate the *Architect/Consultant* a multiple of one and one tenth (1.10) times the amounts billed to the *Architect/Consultant* for such services. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The *Architect/Consultant* has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in Exhibit "E". Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The *Architect/Consultant* may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the *Architect/Consultant* of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the *Architect/Consultant* shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the *Architect/Consultant* will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the *Architect/Consultant*, the *Architect/Consultant* may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the *Architect/Consultant* may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The *Architect/Consultant* may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the *Architect/Consultant*.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the *Architect/Consultant* ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the *Architect/Consultant* is delayed by conditions within its control, as determined by the City after consultation with the *Architect/Consultant*, the City shall have the right to increase the amount of the retainage up to ten percent (10%) until such time as the *Architect/Consultant* has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the *Architect/Consultant* any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the *Architect/Consultant* in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the *Architect/Consultant*. The City's Project Manager shall provide a written statement to the *Architect/Consultant* of the damages, costs and expenses, which have been subtracted from any payment to the *Architect/Consultant* along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the *Architect/Consultant*. If the *Architect/Consultant* disputes the right or amount of the deduction made by the City, the *Architect/Consultant* may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the *Architect/Consultant* of the services required under this Agreement, and acceptance of such services by the City, which acceptance will not be unreasonably withheld, the *Architect/Consultant* will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the *Architect/Consultant*. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the *Architect/Consultant*, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the *Architect/Consultant* and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the *Architect/Consultant*, represent the *Architect/Consultant's* best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the *Architect/Consultant* nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect/Consultant* cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the *Architect/Consultant*.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the *Architect/Consultant* shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the *Architect/Consultant* submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the *Architect/Consultant* to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the *Architect/Consultant*, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the *Architect/Consultant's* responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the *Architect/Consultant* for this Project are instruments of the *Architect/Consultant's* service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the *Architect/Consultant* shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the *Architect/Consultant* or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, or publication through the media. City shall have access to such documents as needed. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the City reserves the right to engage a new *Architect/Consultant* to redraw such documents.

2 The City retains contractual rights to all design concepts developed by the *Architect/Consultant*.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the *Architect/Consultant's* reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the *Architect/Consultant*. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the *Architect/Consultant* receives its copy of such decision, the *Architect/Consultant* mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the *Architect/Consultant* shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The *Architect/Consultant* shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the *Architect/Consultant* shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the *Architect/Consultant*. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the *Architect/Consultant* shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the *Architect/Consultant*, which arises out of, from, or is connected with the construction of the Project, or the performance of the *Architects/Consultants* under this Agreement, the *Architect/Consultant* agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the *Architect/Consultant* is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the *Architect/Consultant* as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the *Architect/Consultant* is named as an additional party by the City, the *Architect/Consultant* shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

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

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

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

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the *Architect/Consultant* and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to *Architect/Consultant* hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due *Architect/Consultant*, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the *Architect/Consultant's* performance of this Agreement exceeds the balance due the *Architect/Consultant*, such excess shall be paid by the *Architect/Consultant* to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the *Architect/Consultant* except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the *Architect/Consultant*:

- A. Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the *Architect/Consultant's* assets;
- B. Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C. Make a general assignment for the benefit of creditors;
- D. File a petition or answer seeking the reorganization of the *Architect/Consultant* or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E. Suffer the levy or execution of any writ or warrant upon any property or an asset of the *Architect/Consultant* which continues unvacated and in effect for a period of thirty (30) days; or
- F. Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the *Architect/Consultant* pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the *Architect/Consultant*, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the *Architect/Consultant* to the City.

9.2.4 The costs and expenses of completing the services of the *Architect/Consultant* shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the *Architect/Consultant* shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the *Architect/Consultant* for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the *Architect/Consultant* for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the *Architect/Consultant* shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the *Architect/Consultant's* compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The *Architect/Consultant* shall have the right to terminate this Agreement if the Project is abandoned by the City for more than 90 days, or the City fails to make payment to the *Architect/Consultant* for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the *Architect/Consultant* has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City

Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 ARCHITECT/CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed the key employees, or by approved sub-consultants identified in Exhibit "F" (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the *Architect/Consultant* will, with City approval, replace such personnel. If the *Architect/Consultant* fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The *Architect/Consultant* shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the *Architect/Consultant* under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the *Architect/Consultant* as the result of an increase in the scope of the Basic Services. Any claim of the *Architect/Consultant* for adjustment under this provision must be asserted by the *Architect/Consultant* in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the *Architect/Consultant* receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the *Architect/Consultant* is to be made.

10.6 INSURANCE

10.6.1 The *Architect/Consultant* shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.

Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 *Architect/Consultant's* insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the *Architect/Consultant's* work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the *Architect/Consultant's* liability insurance shall not be less than:

Workmen's Compensation: Statutory.

Professional Liability Insurance: \$1,000,000.

Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The *Architect/Consultant* hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the *Architect/Consultant* and bona fide established commercial or selling agencies which are maintained by the *Architect/Consultant* for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the *Architect/Consultant*, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the *Architect/Consultant* agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the *Architect/Consultant* and any other *Architect/Consultant*, who is employed by the *Architect/Consultant* hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the *Architect/Consultant* or any other *Architect/Consultant* hired by the *Architect/Consultant's* employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the *Architect/Consultant* each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the *Architect/Consultant* may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

10.11 NOTICES

10.11.1 Any notice which is required or appropriate to be given under this Agreement shall be deemed delivered if the same is sent to the addresses hereinafter set forth. The deposit of any such notice in the United States Mail, postage prepaid, shall constitute delivery if addressed as follows:

CITY:

Michael Vlaovich
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

ARCHITECT/CONSULTANT:

John A. Haddad
Lucchesi, Galati Architects, Inc.
500 Pilot Road, Suite A
Las Vegas, NV, 89119

Phone: (702) 263-7111 Fax: (702) 263-8111

10.12 CONFIDENTIALITY

10.12.1 The *Architect/Consultant* shall treat all information relating to the Project and all information supplied to the *Architect/Consultant* as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the *Architect/Consultant* shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the *Architect/Consultant*, its subcontractors, agents or anyone employed by the *Architect/Consultant*, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

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

10.14 ARCHITECT/CONSULTANT WARRANTIES

10.14.1 The *Architect/Consultant* warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the *Architect/Consultant* under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the *Architect/Consultant* warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 *Architect/Consultant* represents and holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

10.14.3 *Architect/Consultant* warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the *Architects/Consultants* computer operations. Such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

10.14.4 *Architect/Consultant* has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the *Architect/Consultant*, as well as all persons and entities holding more than one (1%) percent interest in the *Architect/Consultant* or any principals of the *Architect/Consultant*. If the *Architect/Consultant*, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to Exhibit "G" the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the *Architect/Consultant* shall notify the City of Las Vegas in writing of any material change in the above disclosure on Exhibit "G", within (15) days of such change.

10.15 SUBCONTRACTS

10.15.1 The *Architect/Consultant* agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the *Architect/Consultant* agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the *Architect/Consultant* to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the *Architect/Consultant* for subcontracted work; then the sub-consultant's only recourse is against the *Architect/Consultant*, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the *Architect/Consultant*;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the *Architect/Consultant*; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the *Architect/Consultant* waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the *Architect/Consultant* each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The *Architect/Consultant* acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The *Architect/Consultant* further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the *Architect/Consultant* and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the *Architect/Consultant* and shall be in force and effect from and after the day on which the City gives notice to the *Architect/Consultant* to begin the services required under this Agreement.

10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

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

CITY OF LAS VEGAS

By _____
Oscar Goodman, Mayor

ATTEST

ARCHITECT/CONSULTANT

Barbara Jo Ronemus, City Clerk

By  _____
Raymond J. Lucchesi, AIA, President, Lucchesi, Galati
Architects, Inc.

APPROVED AS TO FORM

 10-15-03
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " ARCHITECT/CONSULTANT'S PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN BY PHASE

EXHIBIT " E " ARCHITECT/CONSULTANT'S AND SUBCONSULTANT'S HOURLY RATE SCHEDULES

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in Exhibit "C", the *Architect/Consultant* shall provide the following in accordance with the Schedule (Exhibit "C") included herein. The Scope of Service set forth in this Exhibit and the compensation to the *Architect/Consultant* for said Scope of Services is based upon the *Architect/Consultant* and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. Further project understanding is included in the Lucchesi Galati Architects, Inc. letter dated October 9, 2003, which is incorporated within this Agreement by reference. Any conflict between the Lucchesi Galati Architects, Inc. letter and this Agreement or its Exhibits shall be governed by the Agreement or Exhibits, as applicable. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the *Architect/Consultant*. If increased scope or workload is encountered, the *Architect/Consultant* is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.2.2 The proposed Centennial Hills Leisure Center is envisioned as a regional facility providing multi-generational recreational and leisure opportunities. The Center will be a dominant feature of the master planned Centennial Hills Park and will integrate established design features from existing park improvements and the overall park master plan. The site for the Leisure Center consists of approximately 16 acres on the southern portion of the Centennial Hills Park site, adjacent to Buffalo Drive and the future alignment of Deer Springs Way. The Leisure Center will consist of several major activity zones: Recreation Center, Senior Center, Performing Arts, Indoor Aquatics Center with competition and recreational pools, Outdoor Aquatics Center with competition and recreational pools and Outdoor Activities that relate to the Leisure Center programs. Due to budgetary constraints, spaces within the Center may need to be multi-purpose, shared among the various Activity Zones. To the greatest extent possible however, senior activities should be remotely located from youth activities. The design of the Leisure Center may include several facility entries serving specific uses such as indoor aquatics, senior activities and a possible library tenant space. Project scope is further set forth in the document titled CENTENNIAL HILLS LEISURE CENTER PROGRAM (UPDATE 8-27-03), incorporated herein by reference.

1.2.3 On-site and off-site improvements will include parking and landscape development, and programmed activity areas such as an enhanced outdoor aquatics center with multiple shade structures and competitive and recreational swimming pools. Other outdoor developed areas will consist of exterior extensions of interior spaces such as patios and a fenced tot lot. Outdoor amenity scope is further set forth in the document titled CENTENNIAL HILLS LEISURE CENTER PROGRAM (UPDATE 8-27-03), incorporated herein by reference. The adjacent Deer Springs Way Right of Way improvements from back of curb to back of curb have been designed by others and are intended to be bid and constructed simultaneously with the Leisure Center construction. The Leisure Center design scope of services includes further design work related to the Deer Springs Way design to interface with the Leisure Center site development and the overall Deer Springs Park Master Plan as designed by Stantec Consulting, Inc., dated 9-08-03. The Basic Services related to Deer Springs Way includes side walk adjacent to the Centennial Hills Leisure Center site, landscaping (excluding any medians) and coordination necessary to accommodate the interface between the Leisure Center development and the Deer Springs Way improvements designed by others. Bidding and Construction Administration phase services related to the Deer Springs Way construction shall consist of cooperation and coordination with the Owner and the Owner's consultant responsible for the design of the Deer Springs Way Right of Way.

1.2.4

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the *Architect/Consultant* specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the *Architect/Consultant*. The *Architect/Consultant* shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The *Architect/Consultant* shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the *Architect/Consultant*.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the *Architect/Consultant* to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The *Architect/Consultant* agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the *Architect/Consultant* such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled bi-weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the *Architect/Consultant* to allow the *Architect/Consultant* to complete their work.

2.2 The City shall provide the *Architect/Consultant* with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the *Architect/Consultant* shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the *Architect/Consultant's* Scope of Services.

2.2.4 Access arrangements for the *Architect/Consultant* to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the *Architect/Consultant* to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the *Architect/Consultant*.

2.3.4 Pay fees for securing approval of authorities having jurisdiction over the project and for utilities related to this project, except that fees that are the result of deficiencies in the *Architect's/Consultant's* work, such as additional plans review fees that may be charged due to incomplete or inadequate submittals, shall be the responsibility of the *Architect/Consultant*.

ARTICLE 3: THE ARCHITECT/CONSULTANT'S RESPONSIBILITIES

3.1 The *Architect/Consultant* shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Programming and Conceptual Design Phase

3.1.2 Schematic Design and Master Planning Phase

3.1.3 Design Development Phase

3.1.4 Construction Document Phase

3.1.5 Bidding Phase

3.1.6 Construction Administration Phase

3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The *Architect/Consultant* shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the *Architect/Consultant's* estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the *Architect/Consultant* and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GEOTECHNICAL DATA

3.4.1 Geotechnical Report. The *Architect/Consultant* shall prepare at the appropriate time during project development two separately bound reports, containing and utilized as follows:

3.4.1.1 Geotechnical Data Report is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.4.1.2 Geotechnical Interpretive Report is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.4.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.4.3 Specification. The City will provide the *Architect/Consultant* with a sample specification "Section 02050 - Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the *Architect/Consultant* shall use to model his bid documents after in achieving the same purpose.

3.5 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.5.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the *Architect/Consultant* shall:

3.5.1.1 Prepare a geotechnical report for the Project.

3.5.1.2 Prepare a boundary and topographic survey for the Project.

3.5.1.3 Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.5.1.4 Prepare for the City's approval, a Draft Architectural Program, which details the goals, needs, spatial, and adjacency requirements of the Project.

3.5.1.5 Prepare a conceptual level Construction Cost Estimate by system.

3.5.1.6 Prepare a formal Programming and Conceptual Design Submittal. The *Architect/Consultant* will provide six (6) copies of the final document from this phase for distribution.

3.5.1.7 Participate in a Design Review Meeting in which the City will present and discuss comments and cost estimates generated during the review of the Draft Architectural Program. Provide a Final Architectural Program, which incorporates the City's review comments.

3.6 SCHEMATIC DESIGN (SD) AND MASTER PLANNING PHASE

3.6.1 Upon authorization by the City to proceed with the Schematic Design Phase, the *Architect/Consultant* shall:

3.6.1.1 Prepare for the City's approval, preliminary design studies incorporating the requirements of the Final Architectural Program and the approved Programming and Conceptual Design Submittal.

3.6.1.2 Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.6.1.3 Prepare a schematic level Construction Cost Estimate by system.

3.6.1.4 Review and respond to all Design Review Comments in the format directed by the City. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines.

3.6.1.5 Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. The *Architect/Consultant* shall provide six (6) copies of the final documents from this phase for distribution.

3.6.1.6 The *Architect/Consultant's* design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal.

3.7 DESIGN DEVELOPMENT (DD) PHASE

3.7.1 Upon authorization by the City to proceed with the Design Development Phase, the *Architect/Consultant* shall:

3.7.1.1 Prepare for the City's approval, design development level drawings incorporating the requirements of the approved Schematic Design Review and respond to all Design Review Comments in the format directed by the City. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Completed Design Development documents shall represent approximately 50% complete Construction Documents and shall minimally include:

3.7.1.1.1 Building data and code analyses.

3.7.1.1.2 Utility plans, including both on-site and off-site improvements.

3.7.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

3.7.1.1.4 Planting plans.

3.7.1.1.5 Irrigation plans.

3.7.1.1.6 Architectural and engineering site plans.

3.7.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.

3.7.1.1.8 Reflected ceiling plans.

3.7.1.1.9 Roof plans.

3.7.1.1.10 Elevations.

3.7.1.1.11 Building and wall sections.

3.7.1.1.12 Finish schedules.

3.7.1.1.13 Foundation plans.

3.7.1.1.14 Framing plans.

3.7.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.

3.7.1.1.16 Plumbing plans.

3.7.1.1.17 Lighting plans.

3.7.1.1.18 Power plans

3.7.1.1.19 Low voltage system plans.

3.7.1.1.20 Aquatic plans.

3.7.1.1.21 Signage plans including exterior identification signage and site and interior way finding signage.

3.7.1.1.22 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.7.1.2 Prepare a complete list of sections to be included in the Specification. Include in the Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.7.1.3 Prepare a color board; illustrating proposed exterior and interior materials and finishes for the City's review and approval.

3.7.1.4 Prepare a detailed Construction Cost Estimate.

3.7.1.5 Prepare a formal Design Development Submittal. The *Architect/Consultant* shall provide ten (10) copies of the final documents from this phase for distribution.

3.7.1.6 The *Architect/Consultant*'s design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal.

3.7.1.7 Upon reconciliation of the *Architect/Consultant*'s Cost Estimate to the City's Cost Budget, the *Architect/Consultant*'s design team shall participate in Value Engineering discussions ongoing with City personnel.

3.8 CONSTRUCTION DOCUMENTS (CD) PHASE

3.8.1 The *Architect/Consultant*'s authorization to proceed beyond the Design Development Phase shall be only upon written notification by the City. Upon receipt of such written notification, the *Architect/Consultant* shall:

3.8.1.1 Prepare from approved Design Development Phase documents, Construction Documents for the City's approval, consisting of drawings, specifications and other documents as listed, that set forth in detail the requirements for construction of the entire Project.

3.8.1.1.1 General

3.8.1.1.2 Civil

3.8.1.1.3 Landscape

3.8.1.1.4 Architectural

3.8.1.1.5 Structural

3.8.1.1.6 Mechanical/Plumbing

3.8.1.1.7 Electrical

3.8.1.1.8 Aquatics

3.8.1.1.9 Specifications

3.8.1.2 Provide ten (10) copies each of 70 percent, 90 percent and 100 percent final documents from this phase for distribution, and provide a minimum of two (2) reduced sets of plans demonstrating progress during any 30 day period which no other submittals are required during this phase..

3.8.1.3 Review and respond to all Design Review Comments prior to each successive submittal in the format directed by the City. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines.

3.8.1.4 Prepare and submit a detailed Construction Cost Estimate at the 70 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market.

3.8.1.5 Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.8.1.6 Participate in Design Review Meetings in which the City will present and discuss comments generated during review of the 70 percent and 90 percent CD Submittals. Comments regarding the 50 percent CD Submittal shall be incorporated into the 90 percent CD Submittal. Comments regarding the 90 percent CD Submittal shall be incorporated into the Final 100 percent CD Submittal. The meetings will take place prior to starting each phase of the CD submittals.

3.8.1.7 Prepare 70 percent Construction Documents, including the following:

3.8.1.7.1 General

3.8.1.7.1.1 Completed title sheets, abbreviations, legends and site plans.

3.8.1.7.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.

- 3.8.1.7.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 3.8.1.7.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.8.1.7.2 Civil

- 3.8.1.7.2.1 Existing facilities plans showing all existing topography and improvements.
- 3.8.1.7.2.2 Utility distribution plans with sizes of all new and existing utilities.
- 3.8.1.7.2.3 Rough grading plans.
- 3.8.1.7.2.4 Finish paving and grading plans.
- 3.8.1.7.2.5 Details with references to the plans.
- 3.8.1.7.2.6 Final calculations required to meet all levels of completion.

3.8.1.7.3 Landscape

- 3.8.1.7.3.1 Landscaping plans denoting all materials and sizes....
- 3.8.1.7.3.2 Irrigation plans with sizing of all piping.
- 3.8.1.7.3.3 Details with references to the plans.

3.8.1.7.4 Architectural

- 3.8.1.7.4.1 Floor plans with all dimensions and room finishes noted.
- 3.8.1.7.4.2 All door, window, hardware, and glazing schedules complete.
- 3.8.1.7.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.8.1.7.4.4 All elevations and sections.
- 3.8.1.7.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.8.1.7.4.6 Interior and exterior details.
- 3.8.1.7.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

3.8.1.7.5 Structural

- 3.8.1.7.5.1 Foundation plans including all dimensions.
- 3.8.1.7.5.2 Intermediate floor framing plans with complete section cuts and detail references.
- 3.8.1.7.5.3 Complete section and detail sheets.
- 3.8.1.7.5.4 Completed and detailed roof framing plans.
- 3.8.1.7.5.5 Calculations required to meet this level of completion.

3.8.1.7.6 Mechanical/Plumbing

- 3.8.1.7.6.1 All HVAC sizing (ducts and equipment).
- 3.8.1.7.6.2 All air flow quantities noted.
- 3.8.1.7.6.3 All mechanical equipment and fixture schedules completed.
- 3.8.1.7.6.4 All pipe sizes noted.
- 3.8.1.7.6.5 Cathodic protection requirements specified.
- 3.8.1.7.6.6 Points-of-connection including invert elevations.
- 3.8.1.7.6.7 Completed rise diagrams.
- 3.8.1.7.6.8 All control diagrams shown and completed.
- 3.8.1.7.6.9 All details completed and referenced to the plans.
- 3.8.1.7.6.10 Calculations required to meet this level of completion.

3.8.1.7.7 Electrical

- 3.8.1.7.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.8.1.7.7.2 Required single line drawings.
- 3.8.1.7.7.3 Completed panel schedules.
- 3.8.1.7.7.4 Electrical room details showing equipment in plan and elevation.
- 3.8.1.7.7.5 All special systems including grounding wells.
- 3.8.1.7.7.6 All details completed and referenced to the plans.

- 3.8.1.7.7.7 Fire alarm riser diagrams and zone schedules.
- 3.8.1.7.7.8 Calculations required to meet this level of completion.

3.8.1.7.8 Specifications

- 3.8.1.7.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.8.1.7.8.2 Final form technical specifications in CSI format.

3.8.1.8 Prepare 90 Percent Construction Documents, including the following:

3.8.1.8.1 Drawings

- 3.8.1.8.1.1 Complete drawings containing all the information required for the 70 percent Construction Documents.

3.8.1.8.2 Specifications

- 3.8.1.8.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.8.1.8.3 Calculations

- 3.8.1.8.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.8.1.8.4 General

- 3.8.1.8.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the 90 percent CD Submittal.
- 3.8.1.8.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.8.1.9 Prepare Final Construction Documents, including the following:

3.8.1.9.1 Drawings

- 3.8.1.9.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.8.1.9.2 Specifications

- 3.8.1.9.2.1 Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.8.1.9.3 Calculations

- 3.8.1.9.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.8.1.9.4 General

- 3.8.1.9.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the Final CD Submittal.

3.8.1.9.4.2 Submit documents, stamped and signed by the engineers and architects of record in the State of Nevada, and participate in the City's Permitting Process. Submit documents to and coordinate with other agencies and utilities for their review and approval including the submittal to the building department for permit approval. Incorporate all comments and corrections from governmental agencies and utilities into the drawings and specifications. The *Architect/Consultant* does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural

Services. The *Architect/Consultant* agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the *Architect/Consultant's* interaction with each regulatory authority is to be conducted without assistance from the City.

3.9 BIDDING PHASE

3.9.1 Upon authorization by the City to proceed with the bidding phase, the *Architect/Consultant* shall:

3.9.1.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the *Architect/Consultant* for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the *Architect/Consultant* and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, *Architect/Consultant* shall prepare all necessary documents at no additional cost to the City. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.9.1.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.9.1.3 Attend and participate in the Pre-bid meeting.

3.9.1.4 Participate in bid evaluation and recommendations.

3.10 CONSTRUCTION ADMINISTRATION PHASE

3.10.1 Upon authorization by the City to proceed with the construction phase, the *Architect/Consultant* shall:

3.10.1.1 Attend and participate in the Pre-construction Conference with the Construction Contractor.

3.10.1.2 The *Architect/Consultant's* construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. The meeting dates, times, and place will be determined by the City.

3.10.1.3 Attend and participate in weekly Construction Progress Meetings.

3.10.1.4 Advise the City of any defects or deficiencies in work by the Construction Contractor which the *Architect/Consultant* observes while visiting the site. The *Architect/Consultant* shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. All agreements shall be between the City and the Construction Contractor.

3.10.1.5 During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.10.1.6 Promptly review and approve or reject submittals and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted under an "or equal" and "or approved equal" provisions of the specifications. Basic Services related to substitutions shall be limited to review and approval or rejection of products during the period specified in the General Conditions for substitution requests, except where deficiencies in the Construction Documents require that substitutions be made. Review of proposed substitutions of systems, or proposed substitutions of components of systems that in turn require analysis of entire systems shall be considered an Additional Service per paragraph 2.3.3 of the Agreement when authorized by the Owner in writing. Substitution requests occurring beyond the substitution period specified in the General Conditions shall be considered Change Order Requests and the *Architect/Consultant's* services shall be considered an additional Service per paragraph 2.3.3 of the Agreement. A prompt turn-around time from receipt by the *Architect/Consultant* to dispatch by the *Architect/Consultant* is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.10.1.7 Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the *Architect/Consultant's* errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The *Architect/Consultant* shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The *Architect/Consultant* shall have two (2) days to prepare and distribute a revised response.

3.10.1.8 Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.10.1.9 Participate in the development and resolution of Punch Lists.

3.10.1.10 Review the equipment operations and maintenance manuals for Contractor-furnished equipment, as submitted by Construction Contractor, for accuracy and completeness.

3.11 POST CONSTRUCTION PHASE

3.11.1 The *Architect/Consultant* shall:

3.11.1.1 Based upon the *Architect/Consultant's* knowledge of the changes in the Project during the Construction Phase and the "posted Set" provided by the Construction Contractor, prepare Record Documents for the Project. The Record Drawings shall be prepared using the software package AutoCAD. Submit electronic files and signed Mylar plots of the drawings.

3.11.1.2 Participate in a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list.

END OF EXHIBIT "A"

EXHIBIT "B"**REQUIRED SUBMITTALS****ARTICLE 1: GENERAL**

- 1.1 The *Architect/Consultant* shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
2.2 Programming Report.
2.3 Conceptual Design Drawings.
2.4 Construction Cost Estimate.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
4.2 Presentation Drawings, mounted.
4.3 Materials Board.
4.4 Flood/Hydrology Report draft, if required by governing authorities.
4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
5.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
5.4 Construction drawings and specifications as described in the Scope of Services (Exhibit "A") at 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
5.5 Building Permit Application.
5.6 Building Department and Land Development plan review permit applications.
5.7 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
5.8 Geotechnical Report to coincide with appropriate level of project progress, but no later than the 90% submittal.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey and horizontal control in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The *Architect/Consultant* shall make this a contractual obligation of his sub-consultants. The *Architect/Consultant* may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files. This provision does not limit the *Architect/Consultant* from making other documents available to the Contractor for a charge, as may be indicated in the Construction Documents.
7.2 Meeting Minutes if requested by the City's Project Representative.

7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"**ARCHITECT/CONSULTANT'S PERFORMANCE SCHEDULE****ARTICLE 1: NOTICE TO PROCEED**

- 1.1 The start date for the *Architect/Consultant's* scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	101	Includes 2 week City review period.
Schematic Design	70	Includes 2 week City review period.
Design Development	70	Includes 1 week City review period.
Construction Documents	119	City review is concurrent with drawings. See notes below for definition of the Days for this phase.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	360	

- 2.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The *Architect/Consultant* declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the *Architect/Consultant* have full control over these design approval processes, the *Architect/Consultant* shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the *Architect/Consultant* is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 The *Architect/Consultant* hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the *Architect/Consultant* could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"**FEE BREAKDOWN BY PHASE**

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	12%	\$287,460.00	
Schematic Design	14%	\$335,370.00	
Design Development	22%	\$527,010.00	
Construction Documents	28%	\$670,740.00	
Bidding	2%	\$47,910.00	
Construction	21%	\$503,055.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	1%	\$23,955.00	
	TOTAL	\$2,395,500.00	

ARTICLE 1: RETAINAGE

- 1.1 Should the bidding of this project be delayed for any reason not within the control of the *Architect/Consultant* for more than 60 days after the Construction Documents are approved for permitting by the regulatory authorities, retainage as set forth in Agreement paragraphs 5.5.1 and 5.5.2 shall be released to the *Architect/Consultant*.

END OF EXHIBIT "D"

EXHIBIT "E"**ARCHITECT/CONSULTANT'S AND SUBCONSULTANT'S HOURLY RATE SCHEDULES****ARCHITECT/CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$180
Project Architect/Manager/Assoc.	\$135 / 160
Architect/Engineer	\$125
Designer	\$120
Specification Writer	\$135
Drafter/CAD Operator	\$110
Work Processor/Clerical	\$80

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: R.L. Balough	
CLASSIFICATION	HOURLY RATE
Sr. Structural Engineer	\$100
Engineer	\$80
Sr. Designer	\$70
Administrative Assistant	\$40

Subconsultant: T.J. Krob	
CLASSIFICATION	HOURLY RATE '04 / '05 / '06
Principal	\$175 / 175 / 175
Project Manager	\$150 / 154 / 157
Engineer	\$123 / 125 / 127.50
Designer	\$122 / 124 / 126.50
CAD Operator	\$63 / 64 / 65
Work Processor/Clerical	\$39 / 40 / 41

Subconsultant: Strategic Engineer Group	
CLASSIFICATION	HOURLY RATE '04 / '05 / '06
Principal	\$125 / 137 / 150
Project Manager	\$100 / 110 / 120
Engineer	\$100 / 110 / 120
Designer	\$75 / 82 / 90
Specification Writer	\$100 / 110 / 120
CAD Operator	\$60 / 66 / 75
Work Processor/Clerical	\$50 / 55 / 60

Subconsultant: Aquatic Design Group	
CLASSIFICATION	HOURLY RATE
Principal	\$125
Associate	\$100
CADD Technician	\$75
Clerical	\$25

Subconsultant: ESG Construction Consultants	
CLASSIFICATION	HOURLY RATE
Principal/Manager	\$135

Subconsultant: Stantec Consulting, Inc.	
CLASSIFICATION	HOURLY RATE '04 / '05 / '06
Principal	\$206
Senior Engineer	\$169
Senior Landscape Arch.	\$159
Engineer	\$120
Landscape Architect	\$115
Engineering Technician	\$98
Landscape Technician	\$85
Clerical	\$65
Survey Crew	\$230

ARTICLE 1: ADDITIONAL SERVICES

- 1.1 Performing a Traffic Study is not included within the *Architect's/Consultant's* Basic Services. In the event that a traffic study is required as a condition of approval for the Leisure Center project, and upon written authorization by the City to proceed, the *Architect/Consultant* shall perform a Traffic Study as an optional Additional Service. The compensation for this optional Additional Service is established as \$9,500.00.

ARTICLE 2: REIMBURSABLE EXPENSES

- 2.1 No reimbursable expenses are authorized or anticipated as of the date of this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"**KEY PERSONNEL LIST****CITY PERSONNEL**

PROJECT MANAGER: Michael Vlaovich

PROJECT REPRESENTATIVE: Glenn Rinehimer

ARCHITECT/CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the *Architect/Consultant* to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: John A. Haddad

PRINCIPAL: Raymond J. Lucchesi

ARCHITECT/CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the *Architect/Consultant* to work on the Project. Any changes require City approval.

CIVIL ENGINEER: Stantec Consulting, Inc.

STRUCTURAL ENGINEER: R.L. Balough Consulting Engineers, Inc.

MECHANICAL ENGINEER: Strategic Engineering Group

ELECTRICAL ENGINEER: T.J. Krob Consulting Engineers, Inc.

LANDSCAPE DESIGN: Stantec Consulting, Inc.

COST ESTIMATOR: ESG Construction Consultants

INTERIOR DESIGN: Lucchesi Galati Architects, Inc.

AQUATIC DESIGN: Aquatic Design Group

GEOTECHNICAL ENGINEER: Stantec Consulting, Inc.

END OF EXHIBIT "F"

EXHIBIT "G"

**CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS \$25,000 OR LESS**

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
Lucchesi, Galati Architects, Inc.	
Name	500 Pilot Road, Suite A
Address	(702) 263-7111
Telephone	88-0215901
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement	
Professional Architectural Services	
RFP #	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Raymond J. Lucchesi, President	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
2.	Craig S. Galati, Treasurer	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
3.	J. Denise Cook, Secretary	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
4.	John A. Haddad, Director	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
5.	Mike Wetzal, Shareholder	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
6.	Dwayne Eshenbaugh, Shareholder	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
	Jeffery Roberts, Shareholder	500 Pilot Road, Suite A Las Vegas, Nevada 89119	702-263-7111
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.



Raymond J. Lucchesi
Name

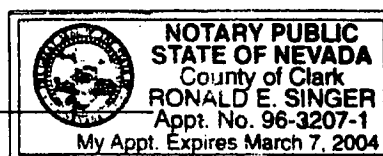
October 1, 2003
Date

Subscribed and sworn to before me this 1st day of

October

2002. 3

Notary Public



City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a Designated Services Agreement with Geotechnical and Environmental Services, Inc. for special inspection and material testing for Washington Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$207,000 - Parks Capital Improvement Project Fund) - Ward 4 (Brown)

Fiscal Impact

☐	No Impact	Amount: \$207,000
☒	Budget Funds Available	Dept./Division: PW/Engineering Integration
☐	Augmentation Required	Funding Source: Parks CIP

PURPOSE/BACKGROUND:

The City of Las Vegas desires to construct Washington Buffalo Park on approximately 105 acres adjacent to Summerlin Parkway. These new park improvements will provide additional amenities for the citizens of Las Vegas. Geotechnical & Environmental Services, Inc. is a local engineering firm. They will provide the special inspection and material testing required for the project.

RECOMMENDATION:

That the City Council approve the negotiated Designated Services Agreement with Geotechnical & Environmental Services, Inc for special inspection/material testing for Washington Buffalo Park Phase 1A and 1B in the amount of \$180,000 and approve an Additional Services contingency reserve of \$27,000.

BACKUP DOCUMENTATION:

Designated Services Agreement

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

NOTE: COUNCILMAN MACK disclosed that although a SuperPawn owned by his brother, STEVEN MACK, for whom he is a consultant, is near the location involved in Item 38, the portion being revised is a mile away and he does not believe it to be a conflict for him. Another SuperPawn, which he also consults for and is also owned by his brother, is located near the proposed park site involved in Item 49. Items 63 and 64 concern agreements for a parking garage near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract. Since neither of his relatives had spoken to him about these items and he did not believe that they would be impacted by these agreements, he felt comfortable in voting on these issues.

*City of Las Vegas***Agenda Item No. 49****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent – Public Works****Item 49 - Approval of a Designated Services Agreement with Geotechnical and Environmental Services, Inc. for special inspection and material testing for Washington Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$207,000 - Parks Capital Improvement Project Fund)****MINUTES:****There was no further discussion.****(9:37 – 9:40)****1-1006**

Designated Services Agreement

USE THIS FORM OF AGREEMENT FOR

Consultants providing LIMITED SERVICES such as Geotechnical, Material Testing & Special Inspection, Survey, Specific Architectural Tasks (Do NOT use this form for normal subconsultant engineering.)

1. **BASE CONTRACT CHANGES.** If you need to make changes to the Agreement proceeding the signature blocks, do it first. Note that changes in this part of the Agreement require concurrence from the City Attorney's Office. Turn the protection off by going to Tools, Unprotect Document on the Word menu. Make the changes and then turn the protection back on by going to Tools, Protect Document, check Forms, no password, OK.
2. **TABLE INFO.** Fill in the information in the following table. Then click in the last box in the table below to run a macro that will update all the fields in the Agreement.
3. **INSERT EXHIBITS.** Insert the appropriate exhibits (Geotechnical, Material Testing & Special Inspection, etc.) from the Word menu bar at the top of your screen.  Then save your file with a new file name.
4. **CUSTOMIZE EXHIBITS.** Each of the Exhibits must be carefully reviewed and customized for each project.
5. **SIGNATURE CHANGE.** If you need to change the signature to the City Manager for Neighborhood Services or other departments, turn off the protection as detailed in #1, make the change, and DO NOT turn the protection back on or you will lose all your table information.

PROJECT SUMMARY

This summary page is for general reference use only and is **NOT** part of this Agreement.

Project Name	Washington Buffalo Park Phase 1A and 1 B
Services Being Provided (end with the word Services, i.e. Geotechnical Services)	Special Inspection/Material Testing
Total Fee	\$207,000.00
City Person Signing Agreement	Oscar Goodman, Mayor (Automatically fills in the name based on Total Fee)
City's Project Manager	Clair M. Lewis, ASLA, NV RLA#239
Consultant's Business Name CLV Business License No.	Geotechnical & Environmental Services, Inc. C06-00299-B-053124
Consultant's Business Address	7150 Placid Street Las Vegas, NV 89119 (702) 365-1001 Fax: (702) 341-7120
Consultant Person Signing Agreement	Gregory P. Desart, P.E., C.E.M.
Consultant's Project Representative	Robert L. Thomsen, P.E.
	Click on this text to update the fields in the agreement.

EXHIBITS

Click on the exhibit letters below to jump to them for editing. To return to this page from the exhibits, click on the "Exhibit 'X'" heading at the top of each exhibit.

- EXHIBIT " A " SCOPE OF SERVICES**
- EXHIBIT " B " REQUIRED SUBMITTALS**
- EXHIBIT " C " CONSULTANT'S PERFORMANCE SCHEDULE**
- EXHIBIT " D " FEE BREAKDOWN**
- EXHIBIT " E " CONSULTANT'S HOURLY RATE SCHEDULE**
- EXHIBIT " F " KEY PERSONNEL LIST**
- EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS** (Automatically changes based on the Total Fee entered above.)

DESIGNATED SERVICES AGREEMENT FOR SPECIAL INSPECTION/MATERIAL TESTING

THIS AGREEMENT is made and entered into this 5th day of November 2003, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC., (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the WASHINGTON BUFFALO PARK PHASE 1A AND 1 B (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing SPECIAL INSPECTION/MATERIAL TESTING hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

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

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services. The Consultant hereby agrees to provide SPECIAL INSPECTION/MATERIAL TESTING set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Required Submittals) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for SPECIAL INSPECTION/MATERIAL TESTING

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

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

1.05 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as ROBERT L. THOMSEN, P.E., who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative is hereby designated **CLAIR M. LEWIS, ASLA, NV RLA#239** as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

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

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide Access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

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

SECTION FIVE SUBCONSULTANT AGREEMENT

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

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

(ii). The subconsultant shall have no more rights against the City than that of the Consultant.

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City, the City agrees to set aside sufficient funds to compensate the Consultant for Basic Services.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant a fixed Fee in the amount as set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 Compensation: Additional Services. For any services not set forth in Exhibit "A" (Scope of Services), the City shall pay to the Consultant a sum based upon the hourly fees set forth in Exhibit "E" (Consultant's Hourly Rate Schedule), provided prior approval for such services is given in writing by the City's Representative.

7.04 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

7.05 Retainage. Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retainage may be increased as provided in Section 8.02 of this Agreement.

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

7.07 Final Payment and Release of Retainage. Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The Consultant shall perform and complete the services required hereunder according to the schedule ("Consultant's Performance Schedule") set forth in **Exhibit "C"**. The Consultant shall respond to a request to perform a testing within a reasonable time the request is received from the City's Representative. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact City's Representative while onsite. The Consultant shall deliver test results to the City in accordance with the times outlined in **Exhibit "C"**. If the performance of services is delayed or test results are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the City's Representative in writing of the reasons for the delay.

8.02 Increase in Retainage. If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

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

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 **Suspension.** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least three (3) business days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

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

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

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

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

(iv). If the Consultant should in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

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

10.04 **Ownership of Documents.**

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the

documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new Consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

B. The City retains contractual rights to all design concepts developed by the Consultant.

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

10.05 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Workmen's Compensation Insurance.** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

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

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

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

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$200,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

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

(iv). That the Consultant has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G"**, the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Clair M. Lewis, ASLA, NV RLA#239
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

TO CONSULTANT:

Robert L. Thomsen, P.E.
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
7150 Placid Street
Las Vegas, NV 89119

(702) 365-1001 Fax: (702) 341-7120

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

10.20 Dispute Resolution.

A. Fee Disputes. Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

constitute a waiver of such claim.

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

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

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

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

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

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

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

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

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

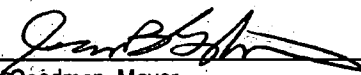
10.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

- 10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.
- 10.24 **Agreement Version.** This Agreement consists of the City's standard provisions updated as of January 12, 2001.

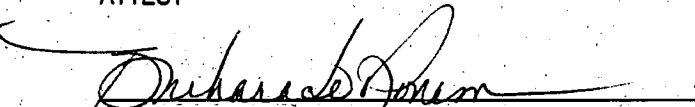
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By

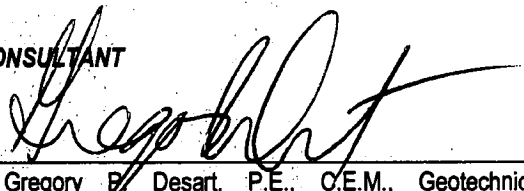

Oscar Goodman, Mayor

ATTEST

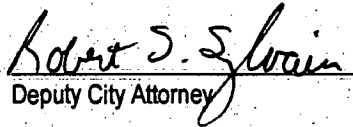

Barbara Jo Ronemus, City Clerk

CONSULTANT

By


Gregory B. Desart, P.E., C.E.M., Geotechnical & Environmental Services, Inc.

APPROVED AS TO FORM


Deputy City Attorney

10-9-03
Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " CONSULTANT'S PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " CONSULTANT'S HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.

Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.

The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

CONTRACTOR. The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

SPECIAL INSPECTION SCOPE OF WORK. The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted version of the amended Uniform Building Code including Chapter 17, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

1. Final Grading Report(s), On and off site.
2. Pad Certification Report(s), and Pad Re-certification Report(s) as required.
3. R-Value Verification Report for off-site construction.
4. Select Backfill Letter for off-site trenching backfill material.

The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

MATERIAL TESTING SCOPE OF WORK. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:

1. Concrete Cylinders
2. Soils

CONSULTANT REPORTING.

In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall promptly report verbally and in writing to the City Representative any:

1. Testing or inspection that fails specifications or requirements (non-conforming items).
2. Missed testing or inspections, including periodic inspections when continuous was required.
3. Testing where there is a reasonable doubt that the future test results may not meet the specifications.
4. Construction that proceeds without the required testing or inspection.
5. Construction that proceeds after uncorrected failed test results or doubtful future results.
6. Construction that is not in compliance with the Project Documents.
7. Structural failure or collapse.
8. Disciplinary actions taken by the Building Department against the Consultant or Contractor.
9. Daily reports shall note the following minimum information for the City's use on each report:
 - a. Whether inspection was Continuous or Periodic.
 - b. Time Beginning Inspection.
 - c. Time Ending Inspection.
 - d. Total Hours spent inspecting for the day.
 - e. List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

CONSULTANT LIMITATIONS.

The Consultant is NOT authorized to do any of the following:

1. To inspect or approve any work for which the building permit has not been issued;
2. To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;
3. To inspect or approve any work other than that for which they are specifically certified;
4. To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.

5. Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

RE-INSPECTION and RE-TESTING.

Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", although the City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.

Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) to the extent the need for such service is caused by the negligent actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

END OF EXHIBIT "A"

EXHIBIT "B"**REQUIRED SUBMITTALS**

The Consultant shall provide the following submittals:

SPECIAL INSPECTION. Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the Office of Architectural Services City Representative, stamped, signed and dated by the licensed engineer of record.

MATERIAL TESTING. Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.

All reports shall be on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

It is understood that the City may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"**CONSULTANT'S PERFORMANCE SCHEDULE**

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

The Consultant shall respond to a request to perform an inspection or test with Twenty Four (24) Hours from the time the request is received from the City's Representative.

The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact the City's Representative while on-site.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"**FEE BREAKDOWN**

The Fee(s) for Basic Services are:

PHASE	FEE	REMARKS
Special Inspection	\$126,000.00	
Material Testing	\$54,000.00	
Contingency	\$27,000.00	
TOTAL FEE	\$207,000.00	

THE FEE FOR BASIC SERVICES IS A STIPULATED FIX FEE SUM. The Consultant does hereby acknowledge, understand and agree that although the Consultant may have estimated the number of hours required to complete the services required by this Agreement, the actual number of hours required to complete the services may vary more or less from the estimate and that the Consultant shall not claim additional compensation for more hours or return compensation for fewer hours expended.

Progress payments shall be invoiced and paid based on the percentage of the total scope of work completed compared to the total Fee and **NOT BASED ON THE NUMBER OF HOURS EXPENDED.**

Reference the "Compensation and Terms of Payment" section of this Agreement for retainage requirements.

END OF EXHIBIT "D"

EXHIBIT "E"**CONSULTANT'S HOURLY RATE SCHEDULE****CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of this Agreement and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$175.00
Project Manager	\$120.00
Engineer	\$80.00
Inspector/Technician	\$76.00/65.00
Clerical	\$50.00

MATERIAL TESTING RATES The cost of standard tests attached to this Agreement, or if no schedules are attached as otherwise provided by the Consultant as of the date of this Agreement, are to be used as the basis for negotiation of Additional Services. These testing rates are valid for the duration of this Agreement and include labor costs for the test, overhead, administration and profit.

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement.

Pre-authorized. Except as otherwise provide in this Agreement, if Additional Services are not pre-authorized by the City in writing, the City shall be under no obligation to pay for any such services provided.

Continued Service. If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement.

Records. The Consultant shall maintain and provide to the City itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the City to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the City may required the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement.

If the City requests additional copies of any reports beyond those required by this Agreement, they shall be considered a Reimbursable Expense.

END OF EXHIBIT "E"

EXHIBIT "F"**KEY PERSONNEL LIST****CITY PERSONNEL**

PROJECT MANAGER: Clair M. Lewis, ASLA, NV RLA#239

PROJECT REPRESENTATIVE: Gary Barr, AIA

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Robert L. Thomsen, P.E.

ENGINEER OF RECORD: N/A

PROJECT MANAGER: Gregory P. Desart, P.E.

INSPECTORS: Brian Perry, Robert Thomsen, Lindsay Levasseur, Heidi Vogel, Damon Mazy, Jennifer Lundberg,

CLERICAL: Shawna Beacom

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

EXHIBIT "G"**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name GES, Inc.	
Address 7150 Placid Street, Las Vegas, NV 89119	
Telephone 702-365-1001	
EIN or DUNS 88-0289362	

Block 2	<u>Description</u>
Special Inspection/Material Testing:	
RFP #:	

Block 3	<u>Type of Business</u>
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

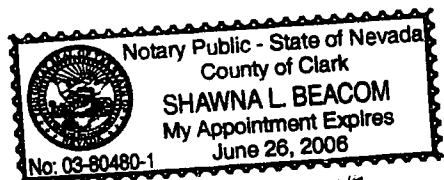
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4		Disclosure of Ownership and Principals	
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gregory P. Desart, P.E., President	7150 Placid Street, Las Vegas, NV 89119	702-365-1001
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: 0

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.



Subscribed and sworn to before me this 7th day of

October, 2003
Shawna L. Beacom
Notary Public

[Signature]
Name
10/06/03
Date

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-152-2003 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in the Arbors at Summerlin Village 11/12, Unit 2C.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-152-2003

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

RESOLUTION NO. R-152-2003

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. 707 (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. 3992 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 15th day of May, 1996, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 707 (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 that provide therefor; and

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1 WHEREAS, by Ordinance No. 3993 that was duly passed, adopted and approved
2 by the City Council on the 15th day of May, 1996, the City Council assessed all of the
3 costs and expenses of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a
7 special improvement district, that has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-36-414-003, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided.

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
3 2003, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 3993, levied upon that certain lot or parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-36-414-003, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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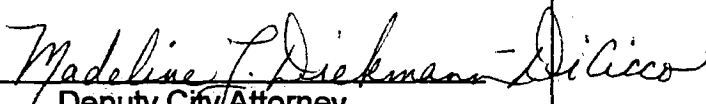
24 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

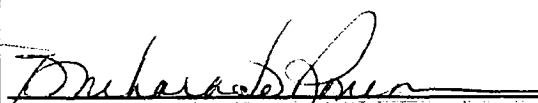
3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 10-23-'03 
10 Date Deputy City Attorney

11 ATTEST:

12
13 
14 BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-153-2003 - Approval of a Resolution approving the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in the Arbors at Summerlin Village 11/12, Unit 2C.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-153-2003

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - UNANIMOUS with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

RESOLUTION NO. R-153-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA); APPROVING THE SEVENTY-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. 707 (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 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 137-36-414-003, among the several parts into which said Parcel has been divided and to

///

1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 5th day of November, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Seventy-Seventh
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 707 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Seventy-Seventh Assessment
13 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 707 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-414-003,
19 among the several parts into which said Parcel has been divided.

20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of said Report, together with a statement that the current payment status of any of the
23 assessments that are shown thereon may be obtained from the City Treasurer.

24 ///

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

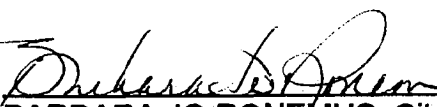
3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9
10 10-23-'03 Madeline L. Diekmann DiCicco
Date Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-36-414-003

City of Las Vegas, Nevada
Special Improvement District No. 707
(Summerlin Area)

SEVENTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(November 5, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2003 NOV 6 PM 1:11

SEVENTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified as being Clark County Assessor's Parcel Number 137-36-414-003 in the original amount of \$285,738.24 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

LEGAL DESCRIPTION APN	PER PARCEL ASSESSMENT
137-36-414-004 ¹	\$ 231,993.16
137-36-414-005 ²	\$ 53,745.08
TOTAL	\$ 285,738.24

¹ Parcel 5 as shown on Record of Survey File 126, Page 14 recorded in Book 20021121, Instrument 482 in the office of the County Recorder, Clark County, Nevada excepting therefrom Parcel as shown on Record of Survey File 131, Page 31 recorded in Book 20030620, Instrument 667 in the office of the County Recorder, Clark County, Nevada.

- ² Parcel as shown on Record of Survey File 131, Page 32 recorded in Book 20030620, Instrument 667 in the office of the County Recorder, Clark County, Nevada.

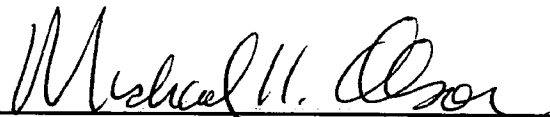
DATED This 5th day of November, 2003.

I concur with the apportionments as stated above.



KEVIN ORROCK, Executive Vice President
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

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. 52

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-154-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact☒**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 Casa Rosa.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-154-2003

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

RESOLUTION NO. R-154-2003

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

///

1 WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved
2 by the City Council on the 7th day of February, 2001, the City Council assessed all of
3 the costs and expenses of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a
7 special improvement district, that has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-35-410-006, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided;

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
3 2003, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-35-410-006, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

17 ///

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PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.


BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-155-2003 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of streets, sanitary sewer, storm sewer, and water main projects. Parcel is located in Casa Rosa.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-155-2003

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

RESOLUTION NO. R-155-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE FORTY-EIGHTH 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 137-35-410-006, among the several parts into which said Parcel has been divided, and to

///

1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 5th day of November, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Forty-Eighth
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 808 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Forty-Eighth Assessment
13 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-410-006,
19 among the several parts into which said Parcel, has been divided.

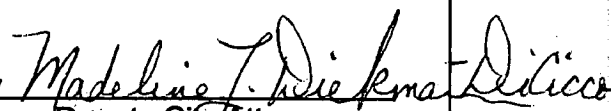
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9
10 10-23-'03 
11 Date Deputy City Attorney

12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-35-410-006

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FORTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT
(November 5, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

2003 NOV - 6 PM 1:10

RECEIVED
CITY CLERK

FORTY-EIGHTH 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 137-35-410-006, in the amount of \$641,442.81, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-416-001	1	1 ¹	\$ 7,636.22
137-35-416-002	1	2 ¹	\$ 7,636.22
137-35-416-003	1	3 ¹	\$ 7,636.22
137-35-416-004	1	4 ¹	\$ 7,636.22
137-35-416-005	1	5 ¹	\$ 7,636.22
137-35-416-006	1	6 ¹	\$ 7,636.22
137-35-416-007	1	7 ¹	\$ 7,636.22
137-35-416-008	1	8 ¹	\$ 7,636.22
137-35-416-009	1	9 ¹	\$ 7,636.22
137-35-416-010	1	10 ¹	\$ 7,636.22
137-35-416-011	1	11 ¹	\$ 7,636.22
137-35-416-012	1	12 ¹	\$ 7,636.22
137-35-416-013	1	13 ¹	\$ 7,636.22
137-35-416-014	1	14 ¹	\$ 7,636.22
137-35-416-015	1	15 ¹	\$ 7,636.22
137-35-416-016	1	16 ¹	\$ 7,636.22
137-35-416-017	1	17 ¹	\$ 7,636.22
137-35-416-018	1	18 ¹	\$ 7,636.22
137-35-416-019	1	19 ¹	\$ 7,636.22
137-35-416-020	1	20 ¹	\$ 7,636.22
137-35-416-021	1	21 ¹	\$ 7,636.22
137-35-416-022	1	22 ¹	\$ 7,636.22
137-35-416-023	1	23 ¹	\$ 7,636.22
137-35-416-024	1	24 ¹	\$ 7,636.22
137-35-416-025	1	25 ¹	\$ 7,636.22

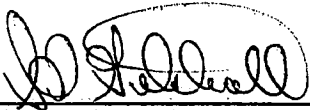
LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-416-026	1	26 ¹	\$ 7,636.22
137-35-416-027	1	27 ¹	\$ 7,636.22
137-35-416-028	1	28 ¹	\$ 7,636.22
137-35-416-029	1	29 ¹	\$ 7,636.22
137-35-416-030	1	30 ¹	\$ 7,636.22
137-35-416-031	1	31 ¹	\$ 7,636.22
137-35-416-041	3	32 ¹	\$ 7,636.22
137-35-416-042	3	33 ¹	\$ 7,636.22
137-35-416-043	3	34 ¹	\$ 7,636.22
137-35-416-032	3	35 ¹	\$ 7,636.22
137-35-416-033	3	36 ¹	\$ 7,636.22
137-35-416-034	3	37 ¹	\$ 7,636.22
137-35-416-035	3	38 ¹	\$ 7,636.22
137-35-416-036	3	39 ¹	\$ 7,636.22
137-35-416-037	3	40 ¹	\$ 7,636.22
137-35-416-038	3	41 ¹	\$ 7,636.22
137-35-416-039	3	42 ¹	\$ 7,636.22
137-35-416-040	3	43 ¹	\$ 7,636.22
137-35-416-070	2	44 ¹	\$ 7,636.22
137-35-416-071	2	45 ¹	\$ 7,636.22
137-35-416-072	2	46 ¹	\$ 7,636.22
137-35-416-073	2	47 ¹	\$ 7,636.22
137-35-416-074	2	48 ¹	\$ 7,636.22
137-35-416-075	2	49 ¹	\$ 7,636.22
137-35-416-076	2	50 ¹	\$ 7,636.22
137-35-416-077	2	51 ¹	\$ 7,636.22
137-35-416-078	2	52 ¹	\$ 7,636.23
137-35-416-079	2	53 ¹	\$ 7,636.23
137-35-416-080	2	54 ¹	\$ 7,636.23
137-35-416-081	2	55 ¹	\$ 7,636.23
137-35-416-082	2	56 ¹	\$ 7,636.23
137-35-416-083	2	57 ¹	\$ 7,636.23
137-35-416-084	2	58 ¹	\$ 7,636.23
137-35-416-062	2	59 ¹	\$ 7,636.23
137-35-416-063	2	60 ¹	\$ 7,636.23

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-35-416-064	2	61 ¹	\$ 7,636.23
137-35-416-065	2	62 ¹	\$ 7,636.23
137-35-416-066	2	63 ¹	\$ 7,636.23
137-35-416-067	2	64 ¹	\$ 7,636.23
137-35-416-068	2	65 ¹	\$ 7,636.23
137-35-416-069	2	66 ¹	\$ 7,636.23
137-35-416-044	1	67 ¹	\$ 7,636.23
137-35-416-045	1	68 ¹	\$ 7,636.23
137-35-416-046	1	69 ¹	\$ 7,636.23
137-35-416-047	1	70 ¹	\$ 7,636.23
137-35-416-048	1	71 ¹	\$ 7,636.23
137-35-416-049	1	72 ¹	\$ 7,636.23
137-35-416-050	1	73 ¹	\$ 7,636.23
137-35-416-051	1	74 ¹	\$ 7,636.23
137-35-416-052	1	75 ¹	\$ 7,636.23
137-35-416-053	1	76 ¹	\$ 7,636.23
137-35-416-054	1	77 ¹	\$ 7,636.23
137-35-416-055	1	78 ¹	\$ 7,636.23
137-35-416-056	1	79 ¹	\$ 7,636.23
137-35-416-057	1	80 ¹	\$ 7,636.23
137-35-416-058	1	81 ¹	\$ 7,636.23
137-35-416-059	1	82 ¹	\$ 7,636.23
137-35-416-060	1	83 ¹	\$ 7,636.23
137-35-416-061	1	84 ¹	\$ 7,636.23
TOTAL			\$ 641,442.81

¹ of Casa Rosa as recorded in Book 112 of Plats, Page 48 in the Office of the County Recorder, Clark County, Nevada

DATED this 5th day of November 2003.

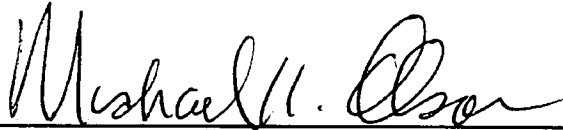
I concur with the apportionments as stated above.



STAN GUTSHALL

Kimball Hill Homes Nevada Inc., A Nevada 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. 54

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-156-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact☒**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 Miraleste At Summerlin Unit 3.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-156-2003

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

RESOLUTION NO. R-156-2003

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

///

1 WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved
2 by the City Council on the 7th day of February, 2001, the City Council assessed all of
3 the costs and expenses of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a
7 special improvement district, that has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-35-310-009, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided;

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
3 2003, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-35-310-009, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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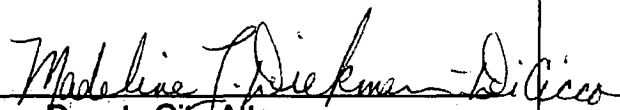
24 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 10-23-'03 
10 Date Deputy City Attorney

11 ATTEST:

12
13 
14 BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-157-2003 - Approval of a Resolution approving the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of streets, sanitary sewer, storm sewer, and water main projects. Parcel is located in Miraleste At Summerlin Unit 3.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-157-2003

MOTION:

REESE - APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 - 9:40)

1-1006

1 RESOLUTION NO. R-157-2003

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA);
4 APPROVING THE FORTY-NINTH ASSESSMENT LIEN
5 APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND
6 PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING
7 THE RECORDATION OF SAID REPORT.

8 WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City
9 Council" and the "City", respectively), in the County of Clark and State of Nevada, has
10 taken the requisite legal action that is preliminary to, and in the creation of, "City of Las
11 Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter
12 the "District"), for the purposes of providing for the acquisition, construction and
13 installation of street, road, sanitary sewer, storm sewer/drainage improvements, and
14 water main projects (hereinafter the "Project"), and of defraying the entire costs and
15 expenses of the Project, by special assessments, against the assessable lots and
16 parcels of property within the District according to the benefits that would be derived from
17 the Project by the respective lots and parcels that were to be so assessed, all in
18 accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes
19 (hereinafter "NRS") that provide therefor; and

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon that certain lot or parcel of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
137-35-310-009, among the several parts into which said Parcel has been divided, and to

///

1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 5th day of November, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Forty-Ninth
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 808 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Forty-Ninth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-310-009,
19 among the several parts into which said Parcel, has been divided.

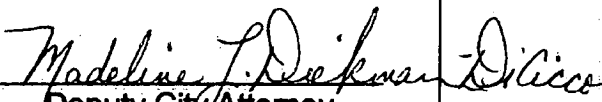
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9
10 10-23-03 
11 Date Deputy City Attorney

12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-35-310-009

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FORTY-NINTH ASSESSMENT LIEN APPORTIONMENT REPORT
(November 5, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

2003 NOV -6 P 1:09

RECEIVED
CITY CLERK

FORTY-NINTH 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 137-35-310-009, in the amount of \$628,129.25, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-320-001	3	1 ¹	\$ 11,420.54
137-35-320-002	3	2 ¹	\$ 11,420.54
137-35-320-003	3	3 ¹	\$ 11,420.54
137-35-320-004	3	4 ¹	\$ 11,420.54
137-35-320-005	3	5 ¹	\$ 11,420.54
137-35-320-006	3	6 ¹	\$ 11,420.54
137-35-320-007	3	7 ¹	\$ 11,420.54
137-35-320-008	3	8 ¹	\$ 11,420.54
137-35-320-009	3	9 ¹	\$ 11,420.54
137-35-320-010	3	10 ¹	\$ 11,420.54
137-35-320-011	3	11 ¹	\$ 11,420.53
137-35-320-012	3	12 ¹	\$ 11,420.53
137-35-320-013	3	13 ¹	\$ 11,420.53
137-35-320-014	3	14 ¹	\$ 11,420.53
137-35-320-015	3	15 ¹	\$ 11,420.53
137-35-320-016	3	16 ¹	\$ 11,420.53
137-35-320-017	1	17 ¹	\$ 11,420.53
137-35-320-018	1	18 ¹	\$ 11,420.53
137-35-320-019	1	19 ¹	\$ 11,420.53
137-35-320-020	1	20 ¹	\$ 11,420.53
137-35-320-021	1	21 ¹	\$ 11,420.53
137-35-320-022	1	22 ¹	\$ 11,420.53
137-35-320-023	1	23 ¹	\$ 11,420.53
137-35-320-024	1	24 ¹	\$ 11,420.53
137-35-320-025	1	25 ¹	\$ 11,420.53

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-35-320-026	2	93 ¹	\$ 11,420.53
137-35-320-027	2	94 ¹	\$ 11,420.53
137-35-320-028	2	95 ¹	\$ 11,420.53
137-35-320-029	2	96 ¹	\$ 11,420.53
137-35-320-030	2	97 ¹	\$ 11,420.53
137-35-320-031	2	98 ¹	\$ 11,420.53
137-35-320-032	2	99 ¹	\$ 11,420.53
137-35-320-033	2	100 ¹	\$ 11,420.53
137-35-320-034	2	101 ¹	\$ 11,420.53
137-35-320-035	2	102 ¹	\$ 11,420.53
137-35-320-036	2	103 ¹	\$ 11,420.53
137-35-320-037	2	104 ¹	\$ 11,420.53
137-35-320-038	2	105 ¹	\$ 11,420.53
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137-35-320-044	2	111 ¹	\$ 11,420.53
137-35-320-045	2	112 ¹	\$ 11,420.53
137-35-320-046	2	113 ¹	\$ 11,420.53
137-35-320-047	2	114 ¹	\$ 11,420.53
137-35-320-048	2	115 ¹	\$ 11,420.53
137-35-320-049	2	116 ¹	\$ 11,420.53
137-35-320-050	2	117 ¹	\$ 11,420.53
137-35-320-051	2	118 ¹	\$ 11,420.53
137-35-320-052	2	119 ¹	\$ 11,420.53
137-35-320-053	2	120 ¹	\$ 11,420.53
137-35-320-054	2	121 ¹	\$ 11,420.53
137-35-320-055	2	122 ¹	\$ 11,420.53
TOTAL			\$ 628,129.25

¹ of Miraleste At Summerlin Unit 3 as recorded in Book 112 of Plats, Page 55 in the Office of the County Recorder, Clark County, Nevada

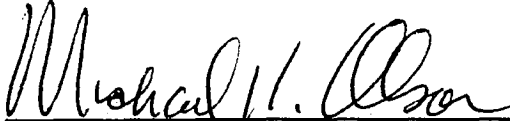
DATED this 5th day of November 2003.

I concur with the apportionments as stated above.



MARY CONNELLY, President
William Lyon Homes, Inc., 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. 56

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-158-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact☒**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 Vista Verde At Summerlin Unit 3.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-158-2003

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

RESOLUTION NO. R-158-2003

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

///

1 WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved
2 by the City Council on the 7th day of February, 2001, the City Council assessed all of
3 the costs and expenses of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a
7 special improvement district, that has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-35-310-011, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided;

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
3 2003, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-35-310-011, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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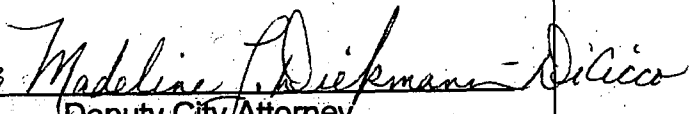
24 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

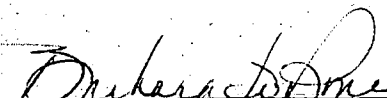
3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 10-23-'03 
10 Date Deputy City Attorney

11 ATTEST:

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13 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-159-2003 - Approval of a Resolution approving the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of streets, sanitary sewer, storm sewer, and water main projects. Parcel is located in Vista Verde At Summerlin Unit 3.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-159-2003

MOTION:

REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

Items 30 & 48: STRICKEN under separate action (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:40)

1-1006

RESOLUTION NO. R-159-200g

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE FIFTIETH 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 137-35-310-011, among the several parts into which said Parcel has been divided, and to

///

1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 5th day of November, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Fiftieth Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 808 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 5th day of November,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Fiftieth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-310-011,
19 among the several parts into which said Parcel, has been divided.

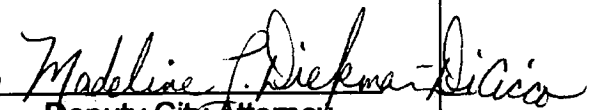
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

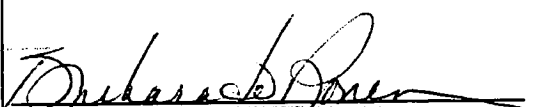
3 PASSED, ADOPTED AND APPROVED this 5th day of November, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 
10 10-23-'03 Date Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-35-310-011

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FIFTIETH ASSESSMENT LIEN APPORTIONMENT REPORT
(November 5, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2003 NOV -6 P 1:09

FIFTIETH 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 137-35-310-011, in the amount of \$388,527.36, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

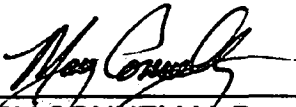
LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-319-001	1	1 ¹	\$ 8,633.94
137-35-319-002	1	2 ¹	\$ 8,633.94
137-35-319-003	1	3 ¹	\$ 8,633.94
137-35-319-004	1	4 ¹	\$ 8,633.94
137-35-319-005	1	5 ¹	\$ 8,633.94
137-35-319-006	1	6 ¹	\$ 8,633.94
137-35-319-007	1	7 ¹	\$ 8,633.94
137-35-319-008	1	8 ¹	\$ 8,633.94
137-35-319-009	1	9 ¹	\$ 8,633.94
137-35-319-010	1	10 ¹	\$ 8,633.94
137-35-319-011	1	11 ¹	\$ 8,633.94
137-35-319-012	1	12 ¹	\$ 8,633.94
137-35-319-013	1	13 ¹	\$ 8,633.94
137-35-319-014	1	14 ¹	\$ 8,633.94
137-35-319-015	1	15 ¹	\$ 8,633.94
137-35-319-016	1	16 ¹	\$ 8,633.94
137-35-319-017	1	17 ¹	\$ 8,633.94
137-35-319-018	1	18 ¹	\$ 8,633.94
137-35-319-019	2	96 ¹	\$ 8,633.94
137-35-319-020	2	97 ¹	\$ 8,633.94
137-35-319-021	2	98 ¹	\$ 8,633.94
137-35-319-022	2	99 ¹	\$ 8,633.94
137-35-319-023	2	100 ¹	\$ 8,633.94
137-35-319-024	2	101 ¹	\$ 8,633.94
137-35-319-025	2	102 ¹	\$ 8,633.94

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-319-026	2	103 ¹	\$ 8,633.94
137-35-319-027	2	104 ¹	\$ 8,633.94
137-35-319-028	2	105 ¹	\$ 8,633.94
137-35-319-029	2	106 ¹	\$ 8,633.94
137-35-319-030	2	107 ¹	\$ 8,633.94
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137-35-319-042	2	119 ¹	\$ 8,633.95
137-35-319-043	2	120 ¹	\$ 8,633.95
137-35-319-044	2	121 ¹	\$ 8,633.95
137-35-319-045	2	122 ¹	\$ 8,633.95
TOTAL			\$ 388,527.36

¹ of Vista Verde At Summerlin Unit 3 as recorded in Book 112 of Plats, Page 56 in the Office of the County Recorder, Clark County, Nevada

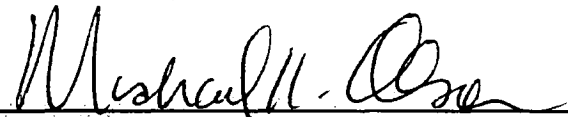
DATED this 5th day of November 2003.

I concur with the apportionments as stated above.



MARY CONNELLY, President
William Lyon Homes, Inc., 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.