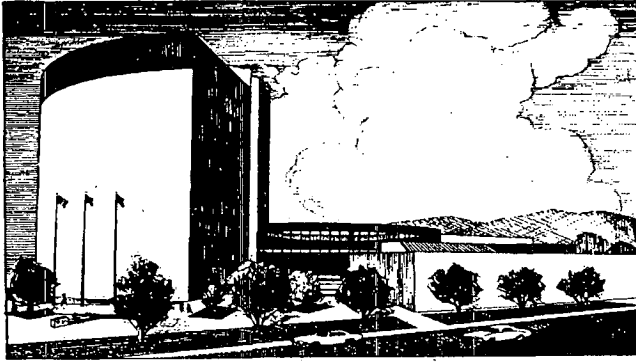




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

DECEMBER 3, 2003

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT ABSENT EXCUSED

MAYOR OSCAR B. GOODMAN



COUNCILMAN GARY REESE
MAYOR PRO-TEM



COUNCILMAN LARRY BROWN
(Excused from PM session until 2:40 pm)



COUNCILWOMAN LYNETTE BOGGS MCDONALD



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



COUNCILMAN MICHAEL MACK



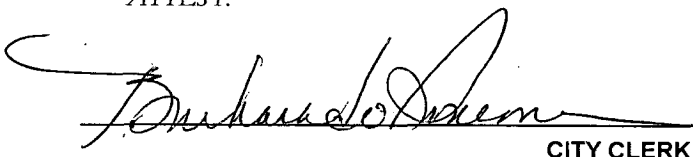
COUNCILWOMAN JANET MONCRIEF

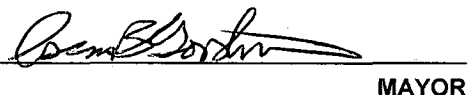


DOUG SELBY, CITY MANAGER
BRAD JERBIC, CITY ATTORNEY
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM Session)
TOM GREEN, DEPUTY CITY ATTORNEY (PM Session)
BARBARA JO RONEMUS, CITY CLERK



APPROVED BY REFERENCE: **February 18, 2004**
ATTEST:


CITY CLERK


MAYOR

City of Las Vegas

CITY COUNCIL AGENDA

DECEMBER 3, 2003 TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 2

CONSENT		DISCUSSION	
Administrative	Pg 2	Administrative Services	Pg 6
Business Development Department	Pg 2	City Attorney	Pg 6
Finance & Business Services	Pg 2 – 3	Finance & Business Services	Pg 7
Fire and Rescue Department	Pg 4	Boards & Commissions	Pg 7
Human Resources Department	Pg 4	Recommending Committee Reports <i>(Bills eligible for adoption at this meeting)</i>	Pg 7 – 8
Planning & Development Department	Pg 4		
Public Works Department	Pg 4 – 5	Recommending Committee Reports <i>(Bills eligible for adoption at a later meeting)</i>	Pg 8
Resolutions	Pg 5 – 6		
Real Estate Committee	Pg 6	New Bills	Pg 8

AFTERNOON

Afternoon Session	Pg 9
Hearings	Pg 9
Planning & Development	Pg 9 – 13
Addendum <i>(Item heard by Department)</i>	Pg 14
Citizens Participation	Pg 14



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.

DECEMBER 3, 2003

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

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

DUPLICATE AUDIO TAPES MAY BE AVAILABLE AT A COST OF \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND PAUL DANIELS, UNITARIAN UNIVERSALIST CONGREGATION
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CITIZENS OF THE MONTH, CARPENTER SELLERS ARCHITECTS AND HUNTRIDGE CIRCLE PARK CITIZENS ADVISORY COMMITTEE
- RECOGNITION OF THE BE AN ANGEL TO AN ANGEL PROGRAM
- SPECIAL PRESENTATION AND RECOGNITION BY THE CLARK COUNTY HEALTH DISTRICT
- RECOGNITION OF POLICE AND FIRE GAMES CHAMPION SWIMMER RYAN WYNN
- RECOGNITION OF BOY SCOUT TROOP 447
- RECOGNITION OF THE WARD 5 COMMUNITY APPRECIATION AWARD

BUSINESS ITEMS

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Special City Council Meeting of October 29, 2003

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

3. Ratification of an Agreement between Cleveland Clinic Foundation, Inc. and City Parkway, IV, Inc. and City Parkway V, Inc. for the commission of a financial feasibility study and sharing of costs

BUSINESS DEVELOPMENT - CONSENT

4. Approval of letter of support for application to Cardinal Health by the Nevada Commission on Economic Development for tax incentives in consideration of capital expansion and job creation - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval of an agreement to grant \$3,500,000 to the YMCA of Southern Nevada to design and construct an Aquatic Center at the Bennett YMCA (\$3,500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Moncrief)
7. Approval of a Special Event License for Hospitality Systems, LLC, Location: Lady Luck, 206 North Third Street between Ogden and Stewart, Date: December 11-14, 2003, Type: Special Event General, Event: Downtown Rodeo Days, Responsible Person in Charge: David Rabanal - Ward 5 (Weekly)
8. Approval of a Special Event License for Trader Joe's, Location: 2101 South Decatur Boulevard, Suite 25, Date: December 18-24, 2003, Type: Special Event Beer/Wine/Cooler, Event: Wine Tasting, Responsible Person in Charge: Marc Torrez - Ward 1 (Moncrief)
9. Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Almeida & Almeida, dba Maggie's Tavern, William E. Almeida and Margarita Almeida, 100% jointly as husband and wife, To: Garcia Claudio, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suite I & J, Claudio H. Garcia, 100% - Ward 5 (Weekly)
10. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire code, Health Dept. regulations and approval by the Nevada Gaming Commission, From: All Unlimited II, dba Turtle Stop #4, Lavert A. Davis, Dir, Pres, Secy, Treas, 47.5%, Anthony L. Pollard, Dir, 47.5%, Lary G. Lamoreau, Dir, 5%, To: Speedee Mart, Inc., dba Speedee Mart #113, 9301 West Sahara Avenue - Ward 2 (L.B. McDonald)
11. Approval of a new Restricted Gaming License for 11 slots subject to the approval of the Nevada Gaming Commission, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

12. Approval of a new Restricted Gaming License for 3 slots subject to the approval of the Nevada Gaming Commission, Masood Sleman, dba Fiesta Discount Market, 7010 West Charleston Boulevard, Masood Y. Sleman, 100% - Ward 1 (Moncrief)
13. Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Inderdeep S. Judge, dba 7-Eleven Food Store #22579B, 3051 East Charleston Boulevard, Inderdeep S. Judge, Franchise Mgr - Ward 3 (Reese)
14. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #8, 745 North Nellis Boulevard - Ward 3 (Reese)
15. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #6, 840 North Decatur Boulevard - Ward 5 (Weekly)
16. Approval of a new Auctioneer License, Brian Myers, dba Brian Myers, 4535 West Sahara Avenue, #105, Brian Myers, 100% - Ward 1 (Moncrief)
17. Approval of Change of Location for a Hypnotist License subject to the provisions of the planning and fire codes, Laurence M. Stewart, dba Laurence M. Stewart, DCH, From: 4750 West Sahara Avenue, Suite 34, To: 500 North Rainbow Boulevard, Suite 300, Laurence M. Stewart, 100% - Ward 2 (L.B. McDonald)
18. Approval of authorization to use Clark County Contract Number 1834-02 for the purchase of microcomputer systems, personal computers, hardware, associated peripheral equipment and devices and associated software - Department of Information Technologies - Award recommended to: TECHNOLOGY INTEGRATION GROUP (Estimated annual amount of \$450,000 - Various Funds)
19. Approval of issuance of a purchase order for software from State of Nevada's Select Software Agreement #01S63842, a three year agreement administered by ASAP Software Express, Inc. - Department of Information Technology - Award recommended to: ASAP SOFTWARE EXPRESS, INC. (\$500,000 - Computer Services Internal Service Fund)
20. Approval of award of Bid Number 030289-TG, Annual Requirements Contract for Luminaries - Department of Public Works - Award recommended to: CRESCENT ELECTRIC SUPPLY (Estimated annual amount of \$200,000 - General Fund)
21. Approval of rejection of bid and award of Bid Number 040109-DAR, Class 8 Water Trucks - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS (\$185,310 - Vehicle Services Internal Service Fund)
22. Approval of award of Bid Number 040118-DAR, One-Ton Trucks - Department of Field Operations - Award recommended to: VARIOUS SUPPLIERS (Aggregate amount of \$97,998.31 - Vehicle Services Internal Service Fund)
23. Preapproval of award of Bid Number 040133-LED, Purchase of a Chiller and Cooling Tower to the lowest responsive and responsible bidder - Department of Field Operations - (\$75,000 - Parks & Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)
24. Approval of issuance of a purchase order for an upgrade of HVAC Unit 4 at the Detention Center - Department of Detention and Enforcement - Award recommended to: JOHNSON CONTROLS (\$30,934 - General Fund) - Ward 3 (Reese)
25. Approval of award of Contract No. 040085 for Legislative and Governmental Relations Consulting Services (Two-year Contract) - Office of the City Manager, Administrative Services - Award recommended to: BALL JANIK LLP (\$306,000 - General Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

26. Approval of the annual Federal Emergency Management Agency (FEMA) Emergency Management Preparedness Grant in the amount of \$334,506 (\$167,253 City contribution - General Fund) - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

27. Approval of payment for a permanent partial disability award - Claim #WC03040072 - as required under the workers' compensation statutes (\$28,057 - Workers' Compensation Internal Service Fund)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

28. Approval to add projects (Crossroads Commons and the Desert Living Center Gardens at the Las Vegas Springs Preserve and the expansion of Heritage Park at the Las Vegas Natural History Museum) to the list of projects 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)

PUBLIC WORKS DEPARTMENT - CONSENT

29. Approval of an Engineering Services Agreement between VTN Nevada and the City of Las Vegas for pre-design analysis for the Upper Las Vegas Wash Facility Study (\$240,176 - Clark County Regional Flood Control District) - Ward 6 (Mack)
30. Approval of an Engineering Design Services Agreement between the Louis Berger Group, Inc. and the City of Las Vegas for the pre-design report for the Las Vegas Wash - Middle Branch (\$334,626 - Clark County Regional Flood Control District) - Ward 6 (Mack)
31. Approval of Interlocal Contract #453 between the City of Las Vegas, Clark County and the Regional Transportation Commission for engineering design and right-of-way funding for Craig Road, Durango Drive to Buffalo Road (\$3,400,000 - Regional Transportation Commission) - Ward 4 (Brown) and Clark County
32. Approval to file an amendment to Right-of-Way Grant N-73902 with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes for portions of land lying within the Southeast Quarter of Section 17, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located between US95 Frontage Road and Elkhorn Road, east of El Capitan Way, APN 125-17-801-001 - Ward 6 (Mack)
33. Approval to appraise and purchase or condemn right-of-way and easement parcels for the Anasazi Drive/Summerlin Parkway Interchange Project (\$60,000 - Regional Transportation Commission of Southern Nevada) - Wards 2 and 4 (L.B. McDonald and Brown)
34. Approval of a Professional Services Agreement with Poggemeyer Design Group for Construction Management Services on the Sahara Avenue Sanitary Sewer Rehabilitation - Phase III project (\$400,000 - Sanitation Fund) - Wards 1 and 3 (Moncrief and Reese)
35. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Randy E. & Vivian Broadhead, owners (southwest corner of Grand Canyon Drive and Centennial Parkway, APN 125-30-102-002) - County (near Ward 6 - Mack)
36. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Timothy G. Ryan, owner (northwest corner of Rainbow Boulevard and Donald Nelson Drive, APN 125-15-604-004) - County (near Ward 6 - Mack)
37. Approval of an Encroachment Request from Touse Homes, Incorporated, owner (northwest corner of Cimarron Road and Alexander Road) - Ward 4 (Brown)

PUBLIC WORKS DEPARTMENT - CONSENT

38. Approval of an Encroachment Request from Alpha Engineering on behalf of D.R. Horton, Incorporated, owner (southeast corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - Alpha Engineering on behalf of D.R. Horton, Inc., owner (southwest corner of Elkhorn Road and Torrey Pines Drive) - Ward 6 (Mack)
40. Approval of an Encroachment Request from Ace Engineering on behalf of Robert E. Marshall, owner (625 South Eighth Street) - Ward 5 (Weekly)
41. Approval of an Encroachment Request from Rose Milner on behalf of LM Las Vegas, LLC, owner (southwest corner of Tee Pee Lane and Elkhorn Road) - Ward 6 (Mack)
42. Approval of an Encroachment Request from Carl W. Hille on behalf of Don and Paul, LLC, owner (Bonanza Road west of Martin Luther King Boulevard) - Ward 5 (Weekly)
43. Approval of a Professional Services Agreement with JMA Architecture Studios for the design services of City Hall Expansion - Development Services Center located at Las Vegas Boulevard and Stewart Avenue (\$2,246,650 - City Facilities/Capital Improvement Fund) - Ward 5 (Weekly)
44. Approval of a Construction Management Agreement with TJ Consulting for Construction Management for Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$184,800 - Capital Project Funds) - Ward 4 (Brown)
45. Approval of a Professional Services Agreement with Ninyo & Moore for project monitoring during the asbestos abatement activities of the sixty condominiums located at 1309-1425 Laurelhurst Drive and 4817-4917 Westmoreland Drive (\$42,495 - Redevelopment Agency) - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

46. R-164-2003 - Approval of Resolution Adopting a Schedule of Traffic Signal Impact Fees And Related Traffic Signal System Component Costs
47. R-165-2003 - Approval of a Resolution directing the City Treasurer to prepare the Thirty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
48. R-166-2003 - Approval of a Resolution approving the Thirty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
49. R-167-2003 - Approval of a Resolution directing the City Treasurer to prepare the Thirty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
50. R-168-2003 - Approval of a Resolution approving the Thirty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
51. R-169-2003 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
52. R-170-2003 - Approval of a Resolution approving the Seventy-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
53. R-171-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-First Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

RESOLUTIONS - CONSENT

- 54. R-172-2003 - Approval of a Resolution approving the Fifty-First Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 55. R-173-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Second Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 56. R-174-2003 - Approval of a Resolution approving the Fifty-Second Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 57. R-175-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fourth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
- 58. R-176-2003 - Approval of a Resolution approving the Fourth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

REAL ESTATE COMMITTEE - CONSENT

- 59. Approval of an Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)
- 60. Approval authorizing staff to enter into negotiations with the Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE SERVICES - DISCUSSION

- 61. Report on the outcome of federal issues at the 108th Congress
- 62. 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)

CITY ATTORNEY - DISCUSSION

- 63. Discussion and possible action on Appeal of Work Card Denial: Approved 11/6/02 subject to one year review: David S. Manes, 415 S. Main Street #131, Las Vegas, Nevada 89101
- 64. Discussion and possible action on Appeal of Work Card Denial: Charlotte J. Turnbull, 3700 E. Bonanza, Bldg. 19, Apt. 2091, Las Vegas, Nevada 89110
- 65. Hearing, 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)
- 66. Discussion and possible action regarding Assignment of Sportspark Management Agreement to American Sport Park, LLC and other matters pertaining thereto (1400 North Rampart Boulevard) - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

67. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 5 slots, Cardivan Company, db at Texaco Star Mart, 1500 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 5 (Weekly)
68. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 598 North Eastern Avenue, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 3 (Reese)
69. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 298 South Decatur Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 1 (Moncrief)
70. Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots, E-T-T, Inc., db at Texaco Star Mart, 9991 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 2 (L.B. McDonald)
71. Discussion and possible action regarding Temporary Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Charles V. Tramont, M.D., dba Charles V. Tramont, M.D., 7380 West Sahara Avenue, Suites 180-190, Charles V. Tramont, 100% - Ward 1 (Moncrief)
72. Discussion and possible action regarding a Six Month Review of an Independent Massage Therapist License, Feng Chen, dba Feng Chen, 7450 West Cheyenne Avenue, Suite 113, Feng Chen, 100% - Ward 4 (Brown)
73. Discussion and possible action regarding Temporary Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Joseph M. Ingersoll, dba Magnum Lock Company, 2000 South Rainbow Boulevard, Suite 108, Joseph M. Ingersoll, Owner, 100% - Ward 1 (Moncrief)

BOARDS & COMMISSIONS - DISCUSSION

74. ABEYANCE ITEM - ANIMAL ADVISORY COMMITTEE – Gretchen Stone, Term Expiration 4-3-2004 (Resigned)
75. ABEYANCE ITEM - PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005 (Resigned)
76. TRAFFIC & PARKING COMMISSION – Robert Hoban, Term Expiration 12-20-2003
77. CHILD CARE LICENSING BOARD – New Ward 5 Coterminous Appointment, Term Expiration 6-2007; New Ward 6 Coterminous Appointment, Term Expiration 6-2005; Dianne Farkas, Term Expiration 6-2007 (Resigned)
78. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Lucy Peres, Term Expiration 12-18-2003
79. CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE – Laura Bonich, Term Expires 11-3-2003
80. Appointment and Reappointment of Members to the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

81. ABEYANCE ITEM - 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 THIS MEETING**

82. 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
83. 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
84. Bill No. 2003-97 – Ordinance Creating Special Improvement District No. 1493 - Hualapai Way/Alexander Road
Sponsored by: Step Requirement

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.

85. Bill No. 2003-99 – Annexation No. ANX-3087 – Property location: North of Centennial Parkway, east of Puli Road, south of Grand Teton Drive and west of Hualapai Way; Petitioned by: Land Title of Nevada, et al.; Acreage: 28.63 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack
86. Bill No. 2003-100 – Amends the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area to consolidate and update the Plan's land use designations, and to extend the duration of the Plan as permitted by State law. Proposed by: Robert S. Genzer, Director of Planning and Development
87. Bill No. 2003-101 – Allows bailbond services in the C-1 Zoning District by means of special use permit. Sponsored by: Councilman Lawrence Weekly
88. Bill No. 2003-102 – Appropriates a percentage of the annual capital improvements budget for securing, installing and maintaining works of art at City capital improvement projects. Sponsored by: Mayor Oscar B. Goodman
89. Bill No. 2003-103 – Prohibits the use of residential streets for the test-driving of vehicles offered for sale or lease by a vehicle dealership. Sponsored by: Councilwoman Janet Moncrief and Mayor Oscar B. Goodman
90. Bill No. 2003-104 – Allows trucking companies in the C-2 Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

91. Bill No. 2003-105 – Annexation No. ANX-3026 – Property location: On the north of Moccasin Road, west of Buffalo Drive, and east of Spin Ranch Road; Petitioned by: City of Las Vegas; Approximate acreage: 7,683 acres; Zoned: R-U (County zoning), U (City equivalent). Sponsored by: Councilman Michael Mack
92. Bill No. 2003-106 – Permits internet purchases of alcoholic beverages from grocery stores in conjunction with purchases of groceries for delivery to the premises of the purchaser. Sponsored by: Councilman Larry Brown

1:00 P.M. - AFTERNOON SESSION

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

HEARINGS - DISCUSSION

94. Hearing and possible action to consider the appeal regarding the removal of the outdoor pay telephone at 6237 Bellota Drive. PROPERTY OWNER: CUSTOM COMMUNICATIONS NETWORK – Ward 6 (Mack)
95. Hearing and possible action to consider the appeal regarding the removal of the outdoor pay telephone at 1916 Lirio Way. PROPERTY OWNER: CUSTOM COMMUNICATIONS NETWORK – Ward 6 (Mack)
96. Hearing and possible action to consider the appeal regarding the removal of the outdoor pay telephone at 525 Fremont Street. PROPERTY OWNER: CUSTOM COMMUNICATIONS NETWORK – Ward 5 (Weekly)
97. Hearing and possible action to consider the appeal regarding the removal of the outdoor pay telephone at the northeast corner of 19th Street and Stewart Avenue. PROPERTY OWNER: CUSTOM COMMUNICATIONS NETWORK – Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

98. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-3096 - ST. GEORGE ROMANIAN ORTHODOX CHURCH - Request for an Extension of Time of an approved Special Use Permit (U-0045-01) FOR A PROPOSED 6,000 SQUARE FOOT CHURCH, HOUSE OF WORSHIP WITH A 7,000 SQUARE FOOT RECREATION HALL on 2.59 acres located on the east side of Redrock Street approximately 330 feet north of Del Rey Avenue (APN: 163-01-102-010), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation], Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
99. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-3126 - ECKELEY M. KEACH ON BEHALF OF ECKELEY M. KEACH, ET AL AND JOSEPH BRAVO, ET AL - Request for an Extension of Time for an approved Special Use Permit (U-0041-01) WHICH ALLOWED A PROPOSED NEW AND USED BOAT & TRAILER DEALERSHIP on the southeast corner of Charleston Boulevard and Lindell Road (APN: 163-01-501-001 and 002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
100. EXTENSION OF TIME RELATED TO EOT-3126 - SPECIAL USE PERMIT - EOT-3127 - ECKELEY M. KEACH ON BEHALF OF ECKELEY M. KEACH, ET AL AND JOSEPH BRAVO, ET AL - Request for an Extension of Time for an approved Special Use Permit (U-0042-01) WHICH ALLOWED A PROPOSED USED MOTOR VEHICLE SALES adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN: 163-01-501-001 and 002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation], under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

101. EXTENSION OF TIME RELATED TO EOT-3126 AND EOT-3127 - REZONING - EOT-3230 - ECKELEY M. KEACH ON BEHALF OF ECKELEY M. KEACH, ET AL AND JOSEPH BRAVO, ET AL - Request for an Extension of Time for an approved Rezoning (Z-0014-01) FROM: U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] TO: C-2 (General Commercial) and of an approved Site Development Plan Review [Z-0014-01(1)] FOR AN 11,400 SQUARE FOOT COMMERCIAL BUILDING on 4.62 acres located at the southeast corner of Charleston Boulevard and Lindell Road (APN: 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

102. ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - ROC-3053 - D.R. HORTON ON BEHALF OF D'NAL I, LIMITED LIABILITY CORPORATION, ET AL - Request for a Review of Condition No. 22 of an approved Rezoning (Z-0001-99) TO ALLOW ACCESS FOR THE DEVELOPMENT FROM O'HARE ROAD AND DURANGO DRIVE NORTH TO THE SOUTH EDGE OF THE SITE (APN: 125-04-001-001, 002, 003, 005, 006, 007, and 008), R-E (Residence Estates) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
103. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3301 - DAVID LOCKARD - Request for a Review of Condition Number 1 of an approved Rezoning (Z-0055-69) which required a 6-foot high decorative block wall along Yale Street on property located at 1101 North Decatur Boulevard (APN: 138-25-617-051), P-R (Professional Office and Parking) Zone, Ward 1 (Moncrief). Staff recommends DENIAL
104. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-2587 - GREEN HARRINGTON & HOWELL, LIMITED LIABILITY COMPANY ON BEHALF OF SHERRY SOBEL HARRIS - Request for a Site Development Plan Review for a proposed 9,955 square foot Family Dollar Retail Store and a reduction in the amount of perimeter and parking lot landscaping on 0.99 acres adjacent to the west side of Martin L. King Boulevard, approximately 400 feet south of Washington Avenue (APN: 139-28-304-002), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
105. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-2936 - PATRICK H. MEADS - Request for a Site Development Plan Review and a Waiver of the perimeter and parking lot landscaping standards and parking lot location standards, a Waiver of side yard setback requirements to six feet and eight feet where a 10-foot side yard setback is required, and a Waiver of the Commercial Development Standards FOR A PROPOSED 2,255 SQUARE-FOOT, ONE-STORY COMMERCIAL BUILDING (DRY CLEANING) on 0.17 acres located at 1377 Miller Avenue (APN: 139-21-510-081), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
106. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-2952 - MCKINLEY M & L 1993 LIVING TRUST, ET AL - Request for a Site Development Plan Review, a Reduction in the amount of required perimeter and parking lot landscaping, a zero foot side yard setback where 10 feet is the minimum setback required, and Waivers of the commercial development standards for a PROPOSED 7,307 SQUARE-FOOT, ONE-STORY OFFICE BUILDING AT 2605 WEST CHARLESTON BOULEVARD; AND FOR MINOR EXTERNAL IMPROVEMENTS TO AN EXISTING 8,573 SQUARE-FOOT, ONE-STORY OFFICE BUILDING at 2603 West Charleston Boulevard (APN: 162-05-512-006 and 007), C-D (Designed Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
107. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3108 - PETER PAPAS ON BEHALF OF BUFFALO PADS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver from the perimeter buffer and parking lot landscaping requirements and Commercial Design Standards FOR A ONE-STORY COMMERCIAL BUILDING on 0.64 acres adjacent to the south side of Charleston Boulevard, approximately 275 feet west of Buffalo Drive (APN: 163-04-514-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

108. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3132 - ANTHONY L. POLLARD FOUNDATION ON BEHALF OF ANTHONY & DIANE POLLARD - Request for a Site Development Plan Review FOR A PRIVATE SCHOOL, PRIMARY on 1.34 acres adjacent to the northwest corner of Lake Mead Boulevard and La Salle Street (APN: 139-21-612-053 thru 055 and 139-21-612-074 thru 079), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
109. MASTER SIGN PLAN - PUBLIC HEARING - MSP-3063 - SUPERIOR ELECTRICAL ADVERTISING ON BEHALF OF GREAT AMERICAN PLAZA, LIMITED LIABILITY COMPANY, ET AL - Request for a Master Sign Plan for Great American Plaza adjacent to the northwest corner of Sahara Avenue and Tomsik Street (APN: 163-04-416-002 through 008), U (Undeveloped) Zone [SC (Service Commercial) and O (Office) General Plan Designations] under Resolution of Intent to C-1 (Limited Commercial) and O (Office) Zones, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3061 - LAS VEGAS BILLBOARDS ON BEHALF OF WING GAY FONG - Appeal filed by Las Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1571 North Decatur Boulevard (APN: 138-25-503-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) recommends DENIAL. Staff recommends APPROVAL
111. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2975 - MASAE AKAMINE ON BEHALF OF GREAT AMERICAN PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR and a Waiver of the 400-foot distance separation requirement from protected uses at 8320 West Sahara Avenue, Suite 180 (APN: 163-04-416-007), U (Undeveloped) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
112. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2904 - LIBORIO MARKET ON BEHALF OF TRIPLE A, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR SLAUGHTER AND PROCESSING OF LIVE POULTRY and Waivers to allow deliveries from the hours of 4:00 a.m. to 8:00 p.m., where 8:00 a.m. to 8:00 p.m. are required; to permit the delivery of up to 300 chickens at one time, where the limit is 50 chickens per day; to permit the keeping of chickens on-site during over-night hours where no over-night storage of live chickens is permitted at 930 North Lamb Boulevard (APN: 140-30-601-016), R-MHP (Residential Mobile/Manufactured Home Park) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL of the Special Use Permit; staff recommends DENIAL and the Planning Commission (4-2 vote) recommends APPROVAL of the Waivers
113. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3114 - SHOW MEDIA ON BEHALF OF PROFESSIONAL INVESTMENT GROUP, LIMITED LIABILITY COMPANY - Appeal filed by Show Media from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40-FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN located at 4545 West Sahara Avenue (APN: 162-07-101-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends APPROVAL
114. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3115 - SHOW MEDIA ON BEHALF OF RIVERPARK IV, LIMITED LIABILITY COMPANY - Appeal filed by Show Media from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40-FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN located at 6122 West Sahara Avenue (APN: 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends APPROVAL
115. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3117 - JAMES MARCHESI ON BEHALF OF CENTENNIAL COURT, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for A PROPOSED AUTO TITLE LOAN AND A FINANCIAL INSTITUTION, SPECIFIED (CHECK CASHING) at 6510 North Buffalo Drive (APN: 125-21-812-001), C-2 (General Commercial) Zone and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) Zone [SX-TC (Suburban Mixed Use – Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

116. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3131 - RUBI VALBUENA ON BEHALF OF ANER IGLESIAS TRUST 1997, ET AL - Request for a Special Use Permit FOR A PROPOSED 450 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED located at 840 North Decatur Boulevard, Suite B (APN: 139-30-301-005), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

117. ABÉYANCE ITEM - REZONING - PUBLIC HEARING - ZON-3080 - CARINA CORPORATION, ET AL - Request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 14.01 acres north of Ann Road, west of Torrey Pines Drive (APN: 125-26-402-005 and 125-26-403-013), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

118. ABÉYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3080 - PUBLIC HEARING - SDR-3082 - CARINA CORPORATION, ET AL - Request for a Site Development Plan Review FOR A 32 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 14.01 acres north of Ann Road, west of Torrey Pines Drive (APN: 125-26-402-005 and 125-26-403-013), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone [Proposed: R-PD2 (Residential Planned Development – 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

119. REZONING - PUBLIC HEARING - ZON-3031 - THOMAS & JUDITH MILLER - Request for a Rezoning FROM: U (Undeveloped) [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) on 0.93 acres adjacent to the southeast corner of Smoke Ranch Road and Nemeth Road (APN: 138-23-110-014 and 015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

120. VARIANCE RELATED TO ZON-3031 - PUBLIC HEARING - VAR-3040 - THOMAS & JUDITH MILLER - Request for a Variance TO ALLOW 36 PARKING SPACES WHERE 51 SPACES ARE REQUIRED and a Variance TO ALLOW ZERO-FOOT SIDE AND REAR SETBACKS WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A 48-FOOT SETBACK FROM RESIDENTIAL PROPERTIES FOR A PROPOSED 6,000 SQUARE-FOOT RETAIL CENTER AND A PROPOSED 3,000 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR adjacent to the southeast corner of Smoke Ranch Road and Nemeth Road (APN: 138-23-110-014 and 015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

121. SPECIAL USE PERMIT RELATED TO ZON-3031 AND VAR-3040 - PUBLIC HEARING - SUP-3038 - THOMAS & JUDITH MILLER - Request for a Special Use Permit FOR A PROPOSED AUTO REPAIR GARAGE, MINOR on property adjacent to the southeast corner of Smoke Ranch Road and Nemeth Road (APN: 138-23-110-014 and 015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

122. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3031, VAR-3040 AND SUP-3038 - PUBLIC HEARING - SDR-3035 - THOMAS & JUDITH MILLER - Request for a Site Development Plan Review FOR A PROPOSED 6,000 SQUARE-FOOT RETAIL BUILDING AND A PROPOSED 3,000 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR; A WAIVER OF SIDE AND REAR SETBACKS TO ZERO FEET WHERE 20 FEET IS REQUIRED IN THE REAR AND 10 FEET ON THE SIDE; A REDUCTION IN THE AMOUNT OF PERIMETER BUFFERING AND LANDSCAPING, PARKING LOT LANDSCAPING, AND A WAIVER OF A NUMBER OF COMMERCIAL DESIGN GUIDELINES on 0.93 acres adjacent to the southeast corner of Smoke Ranch Road and Nemeth Road (APN: 138-23-110-014 and 015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

123. REZONING - PUBLIC HEARING - ZON-3138 - CITATION HOMES ON BEHALF OF CARL W. & RUTH HEAVIN AND DESERT MOBILE HOME PARK, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-MHP (Residential Mobile Home Park) TO: R-CL (Single-Family Compact-Lot) on 2.46 acres located adjacent to the north side of East Van Buren Avenue, approximately 960 feet east of Lamb Boulevard (APN: 140-29-101-005 and a portion of 140-29-101-002), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

124. TABLED ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-2570 - SF INVESTMENTS ON BEHALF OF MAS TRADING COMPANY - Request to amend a portion of the Southwest Sector of the General Plan FROM: R (Rural Density Residential) TO: L (Low Density Residential) on 10 acres located adjacent to the north and south sides of Peak Drive, approximately 630 feet east of Torrey Pines Drive (APN: 138-14-601-029, 138-14-601-030, 138-14-602-021, 138-14-701-001 and 002), Ward 5 (Weekly). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL
125. REZONING RELATED TO GPA-2570 - PUBLIC HEARING - ZON-3119 - SF INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-1 (Single-Family Residential) AND TO ALLOW 5.5 DWELLING UNITS PER ACRE WITHIN A RURAL PRESERVATION NEIGHBORHOOD BUFFER WHERE 3.0 UNITS PER ACRE IS PERMITTED on 10 acres adjacent to the northeast corner of Peak Drive and Maverick Street (APN: 138-14-601-029, 030; 138-14-602-021, 138-14-701-001, and 002), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
126. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-2570 AND ZON-3119 - PUBLIC HEARING - SDR-3235 - SF INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 34-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 10 acres adjacent to the northeast, northwest and southwest corners of Peak Drive and Maverick Street (APN: 138-14-601-029, 030; 138-14-602-021, 138-14-701-001, and 002), R-E (Residence Estates) Zone [Proposed: R-1 (Single Family Residential) Zone], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
127. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3066 - D.R. HORTON, INC. ON BEHALF ROBERT J. WUESTE FAMILY, LIMITED PARTNERSHIP - Request to amend Map 4 of the Centennial Hills Sector Plan FROM: EC-TC (EMPLOYMENT CENTER MIXED-USE-TOWN CENTER) TO: ML-TC (MEDIUM-LOW RESIDENTIAL-TOWN CENTER) on 25.68 acres adjacent to the northwest corner of Gilcrease Avenue and Fort Apache Road (APN: 125-18-501-004, 005, 010, 011, 012 and 013), Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
128. REZONING RELATED TO GPA-3066 - PUBLIC HEARING - ZON-3071 - D.R. HORTON, INC. ON BEHALF ROBERT J. WUESTE FAMILY, LIMITED PARTNERSHIP - Request for a Rezoning FROM: U (UNDEVELOPED) [EC-TC (EMPLOYMENT CENTER MIXED-USE-TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) on 25.68 acres adjacent to the northwest corner of Gilcrease Avenue and Fort Apache Road (APN: 125-18-501-004, 005, 010, 011, 012 and 013), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
129. SPECIAL USE PERMIT RELATED TO GPA-3066 AND ZON-3071 - PUBLIC HEARING - SUP-3073 - D.R. HORTON, INC. ON BEHALF ROBERT J. WUESTE FAMILY, LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A GATED SUBDIVISION WITH PRIVATE STREETS WITHIN TOWN CENTER adjacent to the northwest corner of Gilcrease Avenue and Fort Apache Road (APN: 125-18-501-004, 005, 010, 011, 012 and 013), U (Undeveloped) Zone [EC-TC (Employment Center Mixed-Use - Town Center) General Plan Designation] [Proposed: ML-TC (Medium-Low Residential - Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
130. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3066, ZON-3071 AND SUP-3073 - PUBLIC HEARING - SDR-3079 - D.R. HORTON, INC. ON BEHALF ROBERT J. WUESTE FAMILY, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 195 UNIT SINGLE FAMILY CLUSTER DEVELOPMENT on 25.68 acres adjacent to the northwest corner of Gilcrease Avenue and Fort Apache Road (APN: 125-18-501-004, 005, 010, 011, 012 and 013), U (Undeveloped) Zone [EC-TC (Employment Center Mixed-Use - Town Center) General Plan Designation] [Proposed: ML-TC (Medium-Low Residential - Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
131. 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

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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

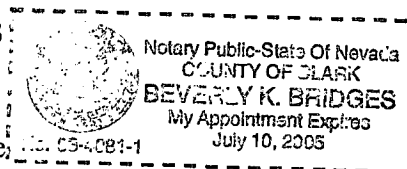
Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **25th** day of **November, 2003**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **3rd day of December, 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.

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

Subscribed and sworn to before me this

26th day of November, 2003

NOTARY PUBLIC in and for said County and State



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

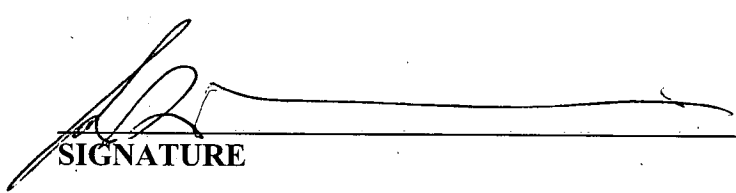
STATE OF NEVADA)

) 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 25th day of November, 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 3rd day of December, 2003, at 9:00 A.M., Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

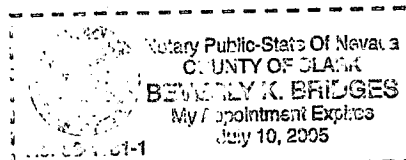

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

26th day of November, 2003


NOTARY PUBLIC in and for said County and State



City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND PAUL DANIELS, UNITARIAN UNIVERSALIST CONGREGATION
- PLEDGE OF ALLEGIANCE

MINUTES:

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

EXCUSED: COUNCILMAN MACK

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

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

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 Citizens Center, 450 E. Bonanza Road

Clark County Government Center, 500 S. Grand Central Parkway

(9:11 – 9:12)

1-1

REVEREND PAUL DANIELS, UNITARIAN UNIVERSALIST CONGREGATION, gave the invocation.

(9:12 – 9:14)

1-23

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 3, 2003

MINUTES – Continued:

MAYOR GOODMAN led the audience in the Pledge.

(9:14)

1-111

MAYOR GOODMAN welcomed the students from Valley High School. JORGE ESPINOZA, JONATHAN GONZALES, VILET SAURTEZ, KYLE QUE, JESSIE MEJORIA and RAMON GARCIA all introduced themselves as Valley High School students working on a government project.

(10:09 – 10:10)

1-2066

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:**

RECOGNITION OF CITIZENS OF THE MONTH, CARPENTER SELLERS ARCHITECTS
AND HUNTRIDGE CIRCLE PARK CITIZENS ADVISORY COMMITTEE

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

Video shown, but not submitted

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN introduced a brief video showing the recently opened Huntridge Circle Park. COUNCILMAN REESE thanked the Mayor and City Council for their support of this project. Usually a citizen of the month is one person or rarely two or three. For this month the City is recognizing two groups, Carpenter Sellers Architects as well as the members of the Huntridge Circle Park Citizens Advisory Committee. It has been a dream to create projects downtown that encourage people to live, do business and play in the area. These residents helped make the dream come true by dedicating themselves to the revival of this park. CASEY BAKER-BANOIT, STEVE CARPENTER, BEN CULINTINE (Committee Chairman), JOHN DELACANOASE, CHRIS GIUNCHIGLIANI, RON GRAHAM, ELAINA and MICHAEL HOWE, CRYSTAL JERROT, PAM KOWALSKI, JACK LAVINE, CAROL and TINA MARSHALL, JERROD MACLAINE, OWEN MESSINGER, CYNDY QUINTERO, KAREN ROGERS, RICK SELLERS and JED SPENDLOVE (Neighborhood President).

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Ceremonial

Recognition of Citizens of the Month, Carpenter Sellers Architects and Huntridge Circle Park Citizens Advisory Committee

MINUTES – Continued:

RICK SPENDLOVE recognized the consultants, including STACY HOWE, BRANDON POTTS, LARRY CAROL, POGGEMEYER DESIGN GROUP, KIMICHA DOM, T.G. CROBE and CHRIS BARKER with Barker, Brown Associates. All these people worked super hard in a very tight timeframe to complete this project. He thanked the Council for letting him participate on this fun project.

CASEY BAKER-BANOIT expressed her excitement with the way the park is being used, including for uses that were not planned. She looks forward to watching the park evolve in the future.

COUNCILMAN REESE stressed that this was a team effort and further recognized SAM TOLMAN on City staff. This park is one the oldest in the City of Las Vegas, established in 1941. Thanks to some traffic mitigation for safe ingress and egress as well as everyone's efforts, the park is now a reality. MAYOR GOODMAN added that the askewed telephone poles will be straightened out by the City soon.

(9:16 – 9:25)

1-144

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE BE AN ANGEL TO AN ANGEL PROGRAM

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 announced that HENRY LUJAN was the final City Employee to return home from his deployment in support of Iraqi freedom after 26 months of service. He returns with a Purple Heart and has been nominated for the Bronze Star.

She outlined the Angel to an Angel program which supports children of those enrolled in the Las Vegas Housing Authority Self-Sufficiency Program. This program is aimed at transitioning citizens out of chronic living in public housing. In an effort to both reward and assist during the holiday season, there is an Angel Tree for their children. A local church has adopted 150 children and Howard Hughes Corporation has adopted another 60 children. There is a remainder of 190 children needing adoption. Those adopting a child are asked to buy one clothing and one toy item of those listed and return them wrapped no later than 5:00 p.m. Monday, December 15. A special Christmas celebration will be held on December 20 where Santa will deliver the gifts. COUNCILWOMAN McDONALD encouraged people to remember their own blessings and assist others during this particular season.

(9:25 – 9:28)

1-454

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****SPECIAL PRESENTATION AND RECOGNITION BY THE CLARK COUNTY HEALTH DISTRICT****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required. A presentation was made.****MINUTES:**

MAYOR GOODMAN indicated that the City has a lot of special employees. GLENN SAVAGE, Clark County Health District, presented a special award for CODE ENFORCEMENT OFFICER JIM SHADRICK. He summarized MR. SHADRICK's efforts as a result of SENATOR TITUS' "desert dumping" bill adopted two years ago by the legislature. The goal was to protect the environment and community resources by setting forth civil consequences. Since that time, over \$700,000 in penalties have been assessed against illegal dumpers. MR. SHADRICK has performed above and beyond the call of duty investigating and assisting with prosecuting these adjudications. He read the Certificate of Appreciation presented to MR. SHADRICK. He also thanked the Mayor and Council for providing the opportunity for MR. SHADRICK to work on this protective process.

DAVE SEMENZA, Manager of Code Enforcement, congratulated MR. SHADRICK, who is one of the hard-working Code Enforcement Officers that makes the City of Las Vegas a better place to live. MR. SHADRICK is a specialist qualified and certified to do combination inspections covering building, electrical, mechanical and plumbing codes. MR. SHADRICK thanked Clark

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Ceremonial

Special Presentation and Recognition by the Clark County Health District

MINUTES – Continued:

County for the outstanding working relationship that has developed between the entities. He lives in this community, so a clean environment is important to him as well.

MAYOR GOODMAN thanked MR. SAVAGE, pointing out that the Health District is always responsive and the City appreciates their service.

(9:28 – 9:32)

1-540

*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC AFFAIRS****DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:****RECOGNITION OF POLICE AND FIRE GAMES CHAMPION SWIMMER RYAN WYNN****Fiscal Impact**☐**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:****MOTION:****None required. A presentation was made.****MINUTES:**

COUNCILMAN BROWN expressed his pleasure at being able to recognize a City Employee. This particular individual has demonstrated that he is a competitive swimmer locally, nationally and internationally. RYAN WYNN came to Las Vegas from California, where he was involved in swimming and took Emergency Medical Training. In Barcelona, Spain, he took first place in the 200 meter freestyle, 400 meter freestyle, 50 meter backstroke, 100 meter backstroke and third place as part of the water polo team. MR. WYNN is ranked between 50 and 100 in the world. This reflects well on him, his Department and the City of Las Vegas. COUNCILMAN BROWN congratulated MR. WYNN on a fantastic job.

MR. WYNN thanked the City for the honor. It took a lot of work to reach Barcelona and the support of his family, girlfriend NATALIE and COACH VICTOR HECTER. He works for the greatest Fire Department in the world and is happy to be with the City of Las Vegas. CHIEF WASHINGTON thanked the Council for supporting this young man.

(9:32 – 9:34)

1-675

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC AFFAIRS**DIRECTOR: DAVID RIGGLEMAN**☐**CONSENT**☐**DISCUSSION****SUBJECT:****CEREMONIAL:**

RECOGNITION OF BOY SCOUT TROOP 447

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:

COUNCILMAN BROWN explained that many City park projects are built on Bureau of Land Management land. Before anything can be started, there is a lot of work in advance. One advance step is harvesting on federal land Yucca plants and Nevada cacti. A group of Boy Scouts from Henderson took on that job as KEITH LEWIS' Eagle project for the Buffalo/Washington park, which will include a soccer and a tennis facility, scheduled to begin construction within 30 days. This Boy Scout Troop involved the Scouts, parents and grandparents. The Scouts being honored include NICK CAPUTO, COREY HILL, KEITH LEWIS, KENT LEWIS, LOGAN MITCHELL, JIMMY McMURRIN, JAMES WHITNEY, JEFF WHITNEY, CHRIS SCHENK, NATHANIEL SIGMUND, SCOUTMASTER CLAIR LEWIS, and ASSISTANT SCOUTMASTERS CARL VANHOOSE and MIKE MASKELL. Also present was SCOUT COMMITTEE CHAIRMAN SCOTT CHRISTIANSEN and BISHOPRIC MEMBER DAN HILL. This group harvested and relocated 210 cacti pending construction.

CLAIR LEWIS works for the City in Architectural Services and is doing a wonderful job with open space planning. KEITH and KENT installed the irrigation system at the relocation site. Rainbow Rock donated the sand; Price Landscaping donated the containers. The Lewis Family Trust donated the irrigation components. GRANDPA and GRANDMA LEWIS provided

City of Las Vegas

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Ceremonial

Recognition of Boy Scout Troop 447

MINUTES – Continued:

breakfast, lunch and dinner during this very long and hard day. COUNCILMAN BROWN stressed that this is the kind of leadership and quality youth the community is raising that do not receive recognition. They deserve a lot of credit and are entitled to take ownership pride in this job.

KEITH LEWIS summarized his selecting this project, the fencing, trenching and effort involved. MR. LEWIS added that he coaxed his son in taking on the project, but in the end approximately 30 people did the work and hopefully saved the City money.

(9:34 – 9:41)

1-770

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE WARD 5 COMMUNITY APPRECIATION AWARD

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:

COUNCILMAN WEEKLY commented that every negative neighborhood has those people working to bring back a positive atmosphere. He recognized the very impressive, sharp young men from One Love Car Club. This group stepped in a few years ago during the Halloween festivities. This year they did the Trunk or Treat, providing a very positive outlook and community service. They do various other community services throughout the year, acting as community mentors. It is critical that men serve as positive role models for young boys in order to show that they can succeed in life.

He also recognized the members of Fan Club Entertainment. This Thanksgiving Fan Club Entertainment, One Love Car Club and Soul Brothers Motorcycle Club took to the streets in West Las Vegas. With the help of MR. McNELLIS of Public Works, DR. JACKSON of Leisure Services and their staffs, these groups were able to feed 300 to 400 citizens in West Las Vegas. Fan Club Entertainment is also responsible for the Christmas Shoes Concert. The admission fee for this concert is a pair of shoes. They have generated up to 4800 pairs of shoes. This year's concert is scheduled for December 12.

(9:41 – 9:47)

1-1004

City of Las Vegas

Agenda Item No.: 1

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 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 Item 3 and Hold Items 62, 67, 68, 69 and 70 in ABEYANCE to 12/17/2003 and Item 9 to 1/7/2004 – UNANIMOUS with MACK excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

City of Las Vegas

Agenda Item No.: 2

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:****BUSINESS ITEMS:**

Approval of the Final Minutes by reference of the Special City Council Meeting of October 29, 2003

MOTION:**REESE – APPROVED by Reference – UNANIMOUS with MACK excused****MINUTES:**

There was no discussion.

(9:49)

1-1280

City of Las Vegas

Agenda Item No.: 3

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY MANAGER'S OFFICE****DIRECTOR: STEVE HOUCHENS**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Ratification of an Agreement between Cleveland Clinic Foundation, Inc. and City Parkway, IV, Inc. and City Parkway V, Inc. for the commission of a financial feasibility study and sharing of costs (\$323,000 - City Parkways IV and V)

Fiscal Impact☐**No Impact****Amount: \$323,000**☐**Budget Funds Available****Dept./Division: City Parkways IV and V**☒**Augmentation Required****Funding Source: City Parkways IV and V****PURPOSE/BACKGROUND:**

This Agreement provides for the commissioning of a financial feasibility study on the 61 acres, the sharing of the cost of the consultant and the administration of the financial feasibility study. The consultant's fees and expenses will be shared equally with Cleveland Clinic Foundation.

RECOMMENDATION:

Ratify the Agreement and approve the officers of City Parkway IV and City Parkway V executing the Agreement.

BACKUP DOCUMENTATION:

Agreement

MOTION:

REESE – Motion to bring forward and **STRIKE** Item 3 and Hold Items 62, 67, 68, 69 and 70 in **ABEYANCE** to 12/17/2003 and Item 9 to 1/7/2004 – **UNANIMOUS** with **MACK** excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

AGREEMENT

THIS AGREEMENT is entered into as of the ___ day of _____, 2003 by and between the CLEVELAND CLINIC FOUNDATION, a _____ (the "Clinic") and CITY PARKWAY IV, INC., a Nevada non-profit corporation and CITY PARKWAY V, INC, a Nevada non-profit corporation (collectively referred to as "CP").

WHEREAS:

A. The Clinic and CP mutually desire to commission a financial feasibility analysis for a hospital to be located in downtown Las Vegas, Nevada on an approximately 61 acre site.

B. The Clinic and CP mutually desire to enter into this Agreement to set forth their mutual understanding on the commissioning of such financial feasibility analysis, the sharing of the cost of such financial feasibility analysis and the administration of the financial feasibility analysis.

NOW, THEREFORE, the Clinic and CP hereby agree as follows:

1. Definitions and Disclosure of Principles. As used herein the following terms shall have the following definitions:

"Consultant" means the firm of Booz Allen Hamilton, located at 101 California Street, Suite 3300, San Francisco, CA 94111-5855, which was selected by the Clinic and CP to conduct the Phase 1 Study.

"Party(ies)" means individually or collectively the Clinic and CP.

"Phase 1 Study" means an external feasibility study to complete a preliminary assessment of the viability of the Project, including market demand information and related financial projections, in the form of an Examination of Prospective Financial Statements that conforms to the guidelines of the American Institute of Certified Public Accountants and an Examination of Market Demand Information to be used in connection with a financing of the Project.

"Phase 2 Study" means an update of the Phase 1 Study to complete the feasibility determination of the Project in the form of an Examination of Prospective Financial Statements that conforms to the guidelines of the American Institute of Certified Public Accountants and an Examination of Market Demand Information to be used in connection with a financing of the Project.

"Project" means an academic medical center including a hospital and clinic to be located on the Site.

"Site" means approximately 61 acre parcel of real property as depicted on Exhibit "A" attached to this Agreement.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas Council effective October 1, 1999, the Clinic warrants that it has disclosed, on Exhibit "B" attached hereto, all members of the Board of Trustees of the Clinic. As an Ohio, not for profit and tax-exempt entity, the Clinic does not have persons or entities that are owners. Throughout the term hereof, the Clinic shall notify CP in writing of any material change in the above disclosure within 15 days of any such change.

2. Phase 1 Study.

(a) The Clinic and CP agree that Clinic shall be entering into an agreement with the Consultant for the completion of the Phase 1 Study. In addition, the Phase 1 Study shall include such matters as the Clinic or CP deems appropriate as the proposals for the Phase 1 Study are received, evaluated and refined. The Parties agree that the Clinic shall have the right and responsibility to administer all aspects of the Phase 1 Study, including, without limitation, administering the feasibility study. The Clinic agrees that CP will have the following approval rights in connection with the Phase 1 Study which approval CP agrees will not be unreasonably withheld:

- (i) The terms of the contract with the Consultant; and
- (ii) Any material modifications to the contract with the Consultant.

(b) The Clinic agrees that representatives designated by CP shall have the right to attend and participate in all meetings with third parties related to the Phase 1 Study, including any meetings with the Consultant. The Clinic shall notify CP no less than ten (10) days prior to any such meetings.

3. Cost of Phase 1 Study. The Parties agree to equally share the cost of the Phase 1 Study. CP agrees to reimburse the Clinic within thirty (30) days of receipt by CP of an invoice for CP's share of any payment by the Clinic of any costs related to the Phase 1 Study. The Clinic agrees, however, that CP's obligation to reimburse the Clinic for any costs related to the Phase 1 Study is limited to a maximum of Three Hundred Twenty Three Thousand and 00/100 Dollars (\$323,000.00) of which Two Hundred Sixty Five Thousand and 00/100 Dollars

(\$265,000.00) cover CP's half of the Consultant's services and Fifty Eight Thousand and 00/100 Dollars (\$58,000.00) cover CP's half of the Consultant's expenses. CP shall not be obligated to reimburse the Clinic for any costs in excess of such amount.

Clinic shall submit an invoice to CP for payment of services rendered by the Consultant. All invoices should describe the Phase 1 services against which charges are made, should state the date of the invoice, and should reference the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to Clinic will be made in full within thirty (30) calendar days. Clinic shall submit an original invoice to the address below and submit a copy of the invoice to CP:

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

4. Work Product. The Parties agree that each Party shall be entitled to receive and retain copies of all deliverables generated and delivered by the Consultant in connection with the Phase 1 Study.

5. Confidentiality. Unless required to be disclosed by process of law, the Parties agree to maintain confidential and secret and not divulge, disclose or use, except in performance of this Agreement, any information obtained or created in connection with the Phase 1 Study (the "Confidential Information"). Notwithstanding the foregoing, the Clinic acknowledges that CP is a governmental body and is subject to certain laws under the Nevada Revised Statutes that may require CP to disclose to, or make available for review by, the public the Confidential Information. CP agrees that in the event CP is required to disclose or otherwise make any such Confidential Information available, they shall immediately provide the Clinic with sufficient notice of the disclosure requirements. The Clinic agrees that in the event CP is required to disclose the Confidential Information, CP shall not be in default of this Agreement. The Clinic agrees that the contract with the Consultant shall contain the same confidentiality restrictions on the Consultant as set forth in this Section 5.

6. Review of Phase 1 Study; Phase 2 Study.

(a) Upon receipt and review of the Phase 1 Study, the Parties shall meet and review the content and conclusions of the Phase 1 Study.

If requested by CP, the Clinic will participate in presentations of the Phase 1 Study to the Las Vegas City Council or at other public meetings.

(b) Upon completion of the review and analysis by the Parties of the Phase 1 Study, the Parties shall determine mutually whether to proceed with the Phase 2 Study. The Parties agree that neither Party shall be obligated to proceed with the Phase 2 Study unless the Party consents at its sole discretion to proceed with the Phase 2 Study and agrees to the terms and conditions of the Phase 2 Study. The Clinic agrees that in the event the Clinic decides not to proceed with the Phase 2 Study, CP may proceed with the Phase 2 Study on its own and shall have the right to engage at CP's sole cost and expense the Consultant to proceed with the Phase 2 Study.

7. Representatives.

(a) CP shall designate a representative to interface with the Clinic and to whom the Clinic shall send and forward all notices, material and deliverables required or permitted under this Agreement to be sent or delivered by the Clinic to CP, including, without limitation, the work product of the Consultant. CP hereby designates Richard Oglesby as CP's representative under this Agreement. CP can change its representative upon written notice to the Clinic.

(b) The Clinic shall designate a representative to interface with CP and to whom CP shall send and forward all notices, material and deliverables required or permitted under this Agreement to be sent or delivered by CP to the Clinic. The Clinic hereby designates Michael P. O'Boyle as the Clinic's representative under this Agreement. The Clinic can change its representative upon written notice to CP.

8. Miscellaneous.

(a) Notices. All notices or other communications by and between the Parties, required or permitted hereunder shall be in writing and personally delivered or sent by certified United States mail, return receipt requested, postage prepaid, to the following address (until a notice of change thereof shall have been delivered as provided in this Section) or by facsimile copy to the number set forth below:

If to the Clinic:

Cleveland Clinic Foundation
Attn: Timothy R. Shoger
9500 Euclid Avenue, P84
Cleveland, Ohio 44195
Facsimile (216) 445-8664
cc: Office of General Counsel, H-18

If to CP:

City Parkway IV and V
Richard Oglesby, Consultant
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Facsimile (702) 385-3128

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. (PST), otherwise on the day following personal delivery, or two (2) business days following the date the notice is postmarked, if mailed. Either party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

(b) Interpretation; Governing Law. This Agreement shall be construed as if prepared by all parties hereto. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada, and venue for any action arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction sitting in Clark County, Nevada.

(c) Attorneys' Fees. In the event of any litigation between the parties regarding this Agreement or the Property, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

(d) Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any and all prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both Parties.

(e) No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

(f) No Assignment. Neither of the Parties shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives and successors.

(h) Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

(i) Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as the date set forth beneath their respective signatures below.

THE CLEVELAND CLINIC
FOUNDATION

By: _____

Title: _____

CITY PARKWAY IV, INC., a Nevada
non-profit corporation

By: _____
President

CITY PARKWAY V, INC., a Nevada
non-profit corporation

By: _____
President

APPROVED AS TO FORM: °

J. P. Ricciardi 11/21/03
Date



Exhibit A



EXHIBIT "B"
Disclosure of Principals

Cleveland Clinic Foundation Board of Trustees

The Board of Trustees of The Cleveland Clinic Foundation is as set forth on the attached two (2) pages which were excerpted from the 2003 Annual Report for The Cleveland Clinic Foundation, a copy of which is on file in the Las Vegas City Attorney's office.

THE CLEVELAND CLINIC FOUNDATION

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, 2003.

Notary Public

****FINAL SIGNED DISCLOSURE TO BE SUBMITTED AT THE CITY
COUNCIL MEETING ON DECEMBER 3, 2003.**

The Cleveland Clinic Foundation

BOARD OF TRUSTEES

OFFICERS

A. Malachi Nixon, III *
Chairman and Chief Executive Officer
Invacare Corporation
Chairman, Board of Trustees
The Cleveland Clinic Foundation

Floyd D. Loop, M.D. *
Chief Executive Officer
Chairman, Board of Governors
Executive Vice President
The Cleveland Clinic Foundation

Stephen R. Hardis *
Chairman and
Chief Executive Officer (Retired)
Eaton Corporation
Vice President
The Cleveland Clinic Foundation

MEMBERS

Theodore M. Alfred, Ph.D. **
Professor Emeritus and Dean Emeritus
Weatherhead School of Management
Case Western Reserve University

Patrick V. Auletta
President
KeyBank, N.A.

Nancy F. Beck, Esq. *
Former Prosecutor
City of Cleveland

Edward F. Bell **
President and
Chief Executive Officer (Retired)
The Ohio Bell Telephone Company

Gordon R. Bell, M.D. *
The Cleveland Clinic Foundation

James M. Biggar **
Chairman and Chief Executive Officer
Glencalm Corporation

Edward B. Brandon **
Chairman and
Chief Executive Officer (Retired)
National City Corporation

Jeanette Grasselli Brown, DSc. **
Chair
Ohio Board of Regents

Flora M. Cafaro
Vice President and Assistant Treasurer
The Cafaro Company

F. Joseph Callahan **
Chairman (Retired)
Swagelok Company

Bruce A. Carbonari
President and Chief Executive Officer
Fortune Brands - Home and Hardware

Guy M. Chisolm, Ph.D.
The Cleveland Clinic Foundation

Jeffrey A. Cole
Chief Executive Officer
Cole National Corporation

Thomas A. Commes *
President and
Chief Operating Officer (Retired)
The Sherwin-Williams Company

William E. Conway ***
Chairman
Fairmount Minerals, Ltd.

William R. Cosgrove
Chairman and Chief Executive Officer
Swagelok Company

Thomas M. Coughlin
President and Chief Executive Officer
U.S. Operations
Wal-Mart Stores, Inc.

Robert Cunningham, M.D.
The Cleveland Clinic Foundation

E. M. de Windt **
Chairman and
Chief Executive Officer (Retired)
Eaton Corporation

Umberto P. Fedelli
President and Chief Executive Officer
The Fedelli Group

Gay Gilanyi, Ed.D.
Professor, Teachers College
Columbia University

Lillian V. Gonsalves-Ebrahim, M.D.
The Cleveland Clinic Foundation

Joseph T. Gorman
Chairman (Retired)
TRW Inc.
President
Moxahala Enterprises

William R. Gorton
Senior Vice President
Dawson Companies

Cynthia Gutierrez, M.D.
The Cleveland Clinic Foundation

Gordon E. Heffern *
Chairman and
Chief Executive Officer (Retired)
Key Bank, N.A.

David J. Hessler, Esq. *
Wegman, Hessler & Vandenburg

David G. Hill, Esq. **
David G. Hill & Associates, Co.

Arthur S. Holden, Jr. **
Vice President (Retired)
The Coe Manufacturing Company

Elton Hoyt, III **
President and
Chief Executive Officer (Retired)
Pittsford Mather & Co., C

James A. Hughes **
Chairman (Retired)
First Union Real Estate Investments
Diamond Shamrock Corporation

Ruth K. Imrie, M.D.
The Cleveland Clinic Foundation

Jerry V. Jarrett **
Chairman and
Chief Executive Officer (Retired)
Ameritrust Corporation

E. Bradley Jones **
Chairman and
Chief Executive Officer (Retired)
Republic Steel Corporation

John J. Kahl, Jr. *
President
Jack Kahl & Associates, LLC

Robert D. Kain
Senior Executive Vice President
IMG

Robert Kay, M.D. *
Chief of Staff
Vice Chairman, Board of Governors
The Cleveland Clinic Foundation

John W. Kemper, Sr.
Chief Executive Officer
Avalon Precision Casting Co.
Vice President, Treasurer
Kemper House

Thomas G. Knoll, Esq.
Stark & Knoll Co., L.P.A.

Stephen F. Lau, Ph.D. *
President
Industrial First, Inc.

Robert L. Lintz *
Plant Manager (Retired)
Parma Metal Fabricating Division
General Motors Corporation

William E. MacDonald **
President and
Chief Executive Officer (Retired)
The Ohio Bell Telephone Company

William E. MacDonald, III *
Vice Chairman
National City Corporation

Patrick F. McCartan, Esq. *
Managing Partner (Retired)
Jones Day

John V. McFadden *
Vice Chairman (Retired)
MTD Products

Robert F. Meyerson
Chairman (Retired)
Telxon Corp.

Samuel H. Miller * **
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Director Emeritus
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Shafer, Swick, Bailey, Irwin, Shack & Millin

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Mid-Continent Ventures, Inc.

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Chief Financial Officer (Retired)
U.S. Operations
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President
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Chairman
Milton A. Wolf Investors

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Chairman, Board of Governors

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Vice Chairman, Board of Governors

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Division of Medicine

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Assistant Secretary

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Office of Practice Management

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Chairman, Information Technology Division

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Environmental Health and Safety

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Secretary and General Counsel

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Chairman, Division of Nursing

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Division of Post Acute Medicine

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Cleveland Clinic Florida (Weston)

Robert J. Zehr, M.D.
Chief of Staff
Cleveland Clinic Florida (Naples)

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Michael T. Modic, M.D.

Martin J. Schreiber, M.D.

Herbert P. Wiedemann, M.D.

EXHIBIT "B"
Disclosure of Principals

Cleveland Clinic Foundation Board of Trustees

The Board of Trustees of The Cleveland Clinic Foundation is as set forth on the attached three (3) pages which were excerpted from the 2003 Annual Report for The Cleveland Clinic Foundation, a copy of which is on file in the Las Vegas City Attorney's office.

THE CLEVELAND CLINIC FOUNDATION

By: *MC Boy*

Its: _____

Subscribed and sworn to before me this

_____ day of _____, 2003.

Notary Public

****FINAL SIGNED DISCLOSURE TO BE SUBMITTED AT THE CITY COUNCIL MEETING ON DECEMBER 3, 2003.**

EXHIBIT "B"
Cleveland Clinic Foundation Board of Trustees

A. Malachi Mixon, III
Chairman and Chief Executive Officer
Invacare Corporation

Chairman, Board of Trustees
The Cleveland Clinic Foundation

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Chairman, Board of Governors
Executive Vice President
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Stephen R. Hardis
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Chief Executive Officer (Retired)
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The Cleveland Clinic Foundation

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Professor Emeritus and Dean Emeritus
Weatherhead School of Management
Case Western Reserve University

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Nancy F. Beck, Esq.
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Ohio Board of Regents

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Fortune Brands - Home and Hardware

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The Cleveland Clinic Foundation

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Columbia University

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Vice Chairman, Board of Governors
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Millin

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Chief Executive Office (Retired)
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Loyal W. Wilson
Managing Director
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Ivan J. Winfield
Managing Partner (Retired)
Coopers & Lybrand
Northeast Ohio Office

Ambassador Milton A. Wolf, Ph.D.
Former U.S. Ambassador to Austria
Chairman
Milton A. Wolf Investors

City of Las Vegas

Agenda Item No.: 4

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: IAIN VASEY (ACTING)**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of letter of support for application to Cardinal Health by the Nevada Commission on Economic Development for tax incentives in consideration of capital expansion and job creation
-Ward 4 (Brown)

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

Cardinal Health is relocating to the City from unincorporated Clark County. They will be eligible for State tax incentives including Sales & Use Tax Abatement and Personal Property Tax Abatement. Approval of State incentives by the Nevada Commission on Economic Development requires prior approval by City of Las Vegas.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Economic Impact Analysis prepared by the Nevada Commission on Economic Development
3. Certificate Disclosure of Ownership/Principals
4. Letter of Support

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has

*City of Las Vegas***Agenda Item No.: 4****CITY COUNCIL MEETING OF DECEMBER 3, 2003****Consent – Business Development****Item 4 - Approval of letter of support for application to Cardinal Health by the Nevada Commission on Economic Development for tax incentives in consideration of capital expansion and job creation -Ward 4 (Brown)****MOTION - Continued:**

reviewed these disclosures with the City Attorney, who opined that these items would have no material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

COUNCILMAN WEEKLY expressed his sympathy to Las Vegas High School for the loss of one of their football players. He then requested his PAL Intern, NATASHA GOMEZ, read the report statement from the Real Estate Committee. MS. GOMEZ read that the Real Estate Committee met, reviewed all of the items on the Real Estate Consent Agenda and joins with the recommendation of staff that each item be approved by the City Council.

There was no further discussion.

(9:49 – 9:54)

1-1292

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****ITEM DESCRIPTION: CARDINAL HEALTH STATE INCENTIVE LETTER OF SUPPORT**

The State of Nevada through the Commission on Economic Development offers incentives to new and expanding companies. These companies are primary industries meeting minimum requirements of job creation, average wage and capital investment. These incentives include the abatement and/or deferral of the State's sales and use tax and abatement of personal property tax.

Cardinal Health has relocated from Unincorporated Clark County to the City of Las Vegas at 7690 W. Cheyenne, Suite 100.

Cardinal Health's Las Vegas location is a shared services and financial processing operation.

Specific functions performed at this facility include accounts payable, accounts receivable, factoring, distribution of funds, paper and electronic, data warehousing, loan servicing and document management.

Cardinal Health currently has 54 employees and will add an additional 15 as a result of the expansion. The average wage of the new employees will be \$20.94, exceeding the State's average hourly wage of \$15.89.

The expansion will result in a capital investment of \$9,833,860 in the City of Las Vegas.

The Nevada Commission on Economic Development requests a letter from the respective political jurisdiction, supporting the incentive application.

Cardinal Health 2, Inc., dba Financial Shared Services - Expansion - Clark County

Current Address

Ali Rizvi, General Manager
8690 W. Cheyenne Ave., #100
Las Vegas, NV 89129
Phone: 702.839.535
Fax: 702.946.9501
email: ali.rizvi@cardinal.com

Proposed Address

Ali Rizvi, General Manager
8690 W. Cheyenne Ave., #100
Las Vegas, NV 89129

12/12/01 - The Griffin Group, Inc.(which is the same as Cardinal Health 2, Inc.) was approved for the Sales & Use Tax Abatement, Sales & Use Tax Deferral, Business Tax Abatement and Personal Property Tax Abatement - Report

Incentives:

Sales & Use Tax Abatement		\$516,278
Value of equipment purchased:	\$9,833,860 0.0525	
Number of employees:	15	
Sales & Use Tax Deferral		
Value of equipment purchased:	\$9,833,860 0.02	\$196,677
Personal Property Tax Abatement		
Value of Equipment:	\$9,833,860	50% / 10 yrs.
Train Employees Now		Apply later
No. of Trainees:	Co. Match:	unknown
Admin Fee:	Total	\$712,955

Qualified as:

Shared Services and Financial Processing Operations for Cardinal Health, Inc. and its affiliated companies. A/P, A/R, factoring, distribution of funds, paper and electronic, data warehousing, loan servicing and document management are some

Qualifications:

	<u>Statutory</u>	<u>Company's Application</u>
New Primary Jobs	6	15
Average Wage of New Jobs	\$15.89	\$20.94
Capital Investment	\$329,271	\$9,833,860

Insurance:

Major medical, prescription, dental, vision, life, disability, 401(k), employee stock purchase plan, dependant care reimbursement, tuition reimbursement and employee assistance program.

Company Representative: Ali Rizvi, General Manager

Development Authority Rep. Jody Mack, NDA
8/26/2003

Estimate of Impacts for Cardinal Health 2, Inc., dba Financial Shared Services, Year 1

Sales & Use Tax Abatement \$ 516,278
 Pers Prop Tax Abatement \$ 148,193

October 8, 2003

New Primary Jobs: 15
 Current state-wide average wage: \$15.89
 Average wage of NEW jobs: \$20.94

		LOCAL					STATE				
		Payroll	Real Property Tax	Personal Property Tax	Sales Tax	Total	Real Property Tax	Personal Property Tax	Sales Tax	Payroll Tax	Total
Expansion Only	Direct Impact	\$653,328	\$40,262	\$56,550	\$0	\$96,812	\$2,083	\$2,926	\$196,677	\$4,299	\$205,985
	Total Impact	\$993,224	\$65,392	\$57,806	\$34,803	\$158,001	\$3,845	\$3,025	\$209,935	\$6,535	\$223,340
After Expansion	Direct Impact	\$3,016,790	\$40,266	\$80,398	\$0	\$120,664	\$2,083	\$4,158	\$196,677	\$19,850	\$222,768
	Total Impact	\$4,586,286	\$107,863	\$83,777	\$160,705	\$352,345	\$6,825	\$4,427	\$257,898	\$30,178	\$299,328

Time-Line Analysis:

Expansion Only

After Expansion

Local

Sales and Use Tax Abatement; Direct 5.3 years
 Total 3.3 years
 Personal Property Abatement; Direct 1.5 years
 Total 0.9 years

Sales and Use Tax Abatement; Direct 4.3 years
 Total 1.5 years
 Personal Property Abatement; Direct 1.2 years
 Total 5.0 months

New Payroll Impact:

Abatement \$ per Job Ratios:

Sales and Use Tax Abatement \$34,419
 Personal Property Tax Abatement \$9,880
 Total Abatements per Total Jobs \$44,298

Annual Payroll \$ per Abatement \$ Ratios:

Sales and Use Tax Abatement \$1.27
 Personal Property Tax Abatement \$4.41
 Total Payroll \$ per Total Abatement \$ \$0.98

Personal Property Tax Calculation Estimate for Cardinal Health 2, Inc. -- Expansion

Clark County, Las Vegas, Nevada

October 8, 2003

"Five Year Life Schedule" per State of Nevada Department of Taxation Personal Property Manual

	<u>Equipment</u> <u>Acquisition Cost</u> <u>(trended up)</u>	<u>Cost Index</u>	<u>Replacement</u> <u>Cost</u>	<u>"Percent</u> <u>Good" Rate</u>	<u>Depreciated</u> <u>Value</u>	<u>Assessed</u> <u>Value</u>	<u>Tax Rate</u>	<u>Tax Due</u>	<u>50%</u> <u>Abatement</u>
Year 1	\$ 9,833,860	1.00	9,833,860	1.00	\$ 9,833,860	\$ 3,441,851	0.032877	\$ 113,158	\$ 56,579
Year 2	\$ 9,833,860	1.00	9,833,860	0.60	\$ 5,900,316	\$ 2,065,111	0.032877	\$ 67,895	\$ 33,947
Year 3	\$ 9,833,860	1.00	9,833,860	0.36	\$ 3,540,190	\$ 1,239,066	0.032877	\$ 40,737	\$ 20,368
Year 4	\$ 9,833,860	1.01	9,932,199	0.22	\$ 2,185,084	\$ 764,779	0.032877	\$ 25,144	\$ 12,572
Year 5	\$ 9,932,199	1.03	10,230,165	0.13	\$ 1,329,921	\$ 465,472	0.032877	\$ 15,303	\$ 7,652
Year 6	\$ 10,230,165	1.05	10,741,673	0.05	\$ 537,084	\$ 187,979	0.032877	\$ 6,180	\$ 3,090
Year 7	\$ 10,741,673	1.05	11,278,756	0.05	\$ 563,938	\$ 197,378	0.032877	\$ 6,489	\$ 3,245
Year 8	\$ 11,278,756	1.05	11,842,694	0.05	\$ 592,135	\$ 207,247	0.032877	\$ 6,814	\$ 3,407
Year 9	\$ 11,842,694	1.05	12,434,829	0.05	\$ 621,741	\$ 217,610	0.032877	\$ 7,154	\$ 3,577
Year 10	\$ 12,434,829	1.05	13,056,570	0.05	\$ 652,829	\$ 228,490	0.032877	\$ 7,512	\$ 3,756
TOTAL								\$ 296,386	\$ 148,193

Who Gets What:

		Entity Tax Rate
School District	39.64%	1.3034
County	19.78%	0.6502
City	35.41%	1.1641
State	5.17%	0.1700

<u>County Dollars</u>	<u>School Dollars</u>	<u>City Dollars</u>	<u>45%</u> <u>Abatement</u>	<u>40%</u> <u>Abatement</u>	<u>35%</u> <u>Abatement</u>	<u>30%</u> <u>Abatement</u>	<u>25%</u> <u>Abatement</u>
\$11,189	\$22,431	\$20,033	Year 1 \$ 50,921	\$ 45,263	\$ 39,605	\$ 33,947	\$ 28,289
\$6,714	\$13,458	\$12,020	Year 2 \$ 30,553	\$ 27,158	\$ 23,763	\$ 20,368	\$ 16,974
\$4,028	\$8,075	\$7,212	Year 3 \$ 18,332	\$ 16,295	\$ 14,258	\$ 12,221	\$ 10,184
\$2,486	\$4,984	\$4,451	Year 4 \$ 11,315	\$ 10,057	\$ 8,800	\$ 7,543	\$ 6,286
\$1,513	\$3,033	\$2,709	Year 5 \$ 6,887	\$ 6,121	\$ 5,356	\$ 4,591	\$ 3,826
\$611	\$1,225	\$1,094	Year 6 \$ 2,781	\$ 2,472	\$ 2,163	\$ 1,854	\$ 1,545
\$642	\$1,286	\$1,149	Year 7 \$ 2,920	\$ 2,596	\$ 2,271	\$ 1,947	\$ 1,622
\$674	\$1,351	\$1,206	Year 8 \$ 3,066	\$ 2,725	\$ 2,385	\$ 2,044	\$ 1,703
\$707	\$1,418	\$1,267	Year 9 \$ 3,219	\$ 2,862	\$ 2,504	\$ 2,146	\$ 1,789
\$743	\$1,489	\$1,330	Year 10 \$ 3,380	\$ 3,005	\$ 2,629	\$ 2,254	\$ 1,878
\$29,308	\$58,751	\$52,472	TOTAL \$ 133,374	\$ 118,554	\$ 103,735	\$ 88,916	\$ 74,096

Due to the nature of specific equipment, separate depreciation schedules of such equipment, and the possible differences in valuation practices, these values are estimates only and should only be considered as a guideline for comparison purposes. The methodologies employed here are the same as those used in Nevada assessment law. We believe the ratios used are accurate and represent a fair picture of what the actual net abatement will be eventually. No consideration for inflation, cost of funds, or future value of funds has been taken into consideration.

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	<u>Contracting Entity</u>
Cardinal Health 2, Inc.	
Name	7690 W. Cheyenne Ave., #100
Address	Las Vegas, NV 89129
Telephone	702-839-3501
EIN or DUNS	88-0293565

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	
RFP#	

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.	Ali Rizvi, President (Dir)	7690 W. Cheyenne Ave., #100 LAS VEGAS, NV 89129	702-839-3535
2.	Wayne Jau, Secretary (Dir)	7690 W. Cheyenne Ave., #100 LAS VEGAS, NV 89129	702-839-3520
3.	Thomas Hartley (Director)	4380 E. OQUENDO RD. LAS VEGAS, NV 89120	702-498-9850
4.	Glenn Martin, V.P., (Officer)	7000 CARDINAL PLACE DUBLIN, OH 43017	614-757-7810
5.	Donna Brandin SVP, Treasurer, (Officer)	7000 CARDINAL PLACE DUBLIN, OH 43017	614-757-5505
6.	Sharon Hesselbach, Dir. of Finance Asst. Treasurer & Asst. Secy., (Officer)	7690 W. Cheyenne Ave., #100 LAS VEGAS, NV 89129	702-839-3540
7.	Charles Armstrong Dir. of IT, (Officer)	7690 W. Cheyenne Ave., #100 LAS VEGAS, NV 89129	702-839-3510
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: ____.

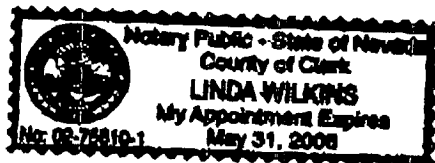
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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: 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



Ali Rizvi
Name ALI RIZVI

Date 11/5/03

Subscribed and sworn to before me this 5 day of

NOVEMBER, 2003

Linda Wilkins
Notary Public



OSCAR B. GOODMAN
MAYOR

December 3, 2003

Mr. Bob Shriver, Executive Director
Nevada Commission on Economic Development
108 East Proctor Street
Carson City, NV 89701-4240

Dear Mr. Shriver:

As a long-time corporate resident of Southern Nevada, we are pleased to welcome Cardinal Health to the City of Las Vegas. Their type of use is consistent with the economic development goals of the City of Las Vegas and we encourage their expansion plans.

After reviewing the economic impact models, we support their application for the abatement of Sales and Use Tax, Personal Property Tax and highly encourage the Commission to approve their request for Train Employees Now funding. The Council recognizes the contribution Cardinal Health is making through the creation of new jobs and diversification of our local economy.

Sincerely,

Oscar B. Goodman
Mayor

cc: Douglas A. Selby, City Manager
Office of Business Development

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

VOICE 702.229.6241

FAX 385.7960

TDD 702.386.9108

MAIL ogoodman@ci.las-vegas.nv.us

WEBSITE www.ci.las-vegas.nv.us



City of Las Vegas

Agenda Item No.: 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 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: \$65,348,247.90

☒

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 11/01/03 - 11/15/03

Total Services and Materials Checks	\$	9,432,156.09
Total Payroll Checks	\$	5,451,744.19
Total Wire Transfers	\$	50,464,346.90

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Summary of Cash Expenditures

For period of 11/01/03 - 11/15/03

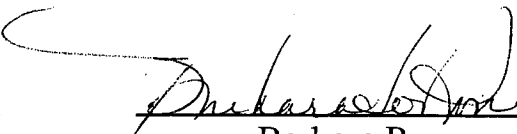
Total Services & Materials Checks :	\$9,432,156.09
Total Payroll Checks:	\$5,451,744.19
Total Wire Transfers:	\$50,464,346.90

Grand Total:	\$65,348,247.18

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 December 3, 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: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an agreement to grant \$3,500,000 to the YMCA of Southern Nevada to design and construct an Aquatic Center at the Bennett YMCA (\$3,500,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$3,500,000

☒

Budget Funds Available

Dept./Division: Finance and Business Services

☐

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

For fiscal year 2003 and fiscal year 2004, the City allocated \$3.5 million for the design (\$1.25) and construction (\$2.25) of an outdoor aquatic center to be located at the Bennett YMCA facility. The grant agreement provides the grant funds to the YMCA for the design and construction of the aquatic center subject to the terms stated therein.

RECOMMENDATION:

That the City Council approve the grant agreement and authorize the Mayor to execute.

BACKUP DOCUMENTATION:

Grant agreement

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

**GRANT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA**

THIS AGREEMENT is made and entered into this 3 day of December, 2003 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA ("Subrecipient").

RECITALS

WHEREAS, the City has allocated certain grant funds for park improvement programs; and

WHEREAS, the City is responsible for administering, implementing and evaluating the park improvement programs that utilize the grant funds to ensure that it conforms to the objectives and goals of the Las Vegas City Council; and

WHEREAS, the City, as the grantor, desires to engage the Subrecipient to assist the City in utilizing such funds by providing services which furthers the City's objectives, as follows: to support new and existing recreational facilities to meet the current and future needs of the growing Las Vegas community, to enhance the quality of recreational programs and to expand services to more youth and adults of all socioeconomic levels and backgrounds within the community.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. ACTIVITIES

Subrecipient shall be responsible for administering certain FY 2002-2003/FY 2003-2004 grant funds for the development and construction of an outdoor aquatic pool center ("Aquatic Center"), as more specifically described in Section I.B, Project Description ("Project"). It is expressly agreed and understood that the total amount of funds to be provided by the City under this Agreement shall not exceed an aggregate total of \$3,500,000.00 in grant funds (the "Grant Funds") to be allocated in accordance with the Project Budget as detailed in Exhibit "A", attached hereto. The Grant Funds consist of \$1,250,000.00 FY2002-2003 monies which have been allocated pursuant to Memorandum of Understanding dated February 5, 2003 ("MOU") and \$2,250,000.00 FY 2003-2004 monies being allocated to Subrecipient pursuant to this Agreement. The Subrecipient acknowledges and agrees that the total cost of the Project, including pre-development and construction costs, will not exceed \$3,500,000.00. Any costs in excess of \$3,500,000.00 shall be the responsibility of the Subrecipient. Subrecipient hereby

agrees to utilize said Grant Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

All provisions of the MOU shall be superceded by this Agreement which shall govern the disposition of the Grant Funds to the Subrecipient.

B. PROJECT DESCRIPTION

Subrecipient shall develop and construct the Aquatic Center, at its facility known as the Bennett YMCA located at 4141 Meadows Lane, Las Vegas, Nevada. A Conceptual Site Layout for the Project is depicted on the Exhibit "B", attached hereto.

The Subrecipient shall be responsible for the design and construction of the Aquatic Center. The Subrecipient represents that it is providing the real property where the Project will be situated. Upon completion of the Project, the Subrecipient shall have all rights to own, manage, control and maintain the Aquatic Center at its own cost and expense.

C. TERMS OF THIS AGREEMENT

This Agreement provides for the Grant Funds for Subrecipient's Project rendered in accordance with this Agreement from July 1, 2002 through December 31, 2004, inclusive. In the event that the Subrecipient requires an extension of the deadline in order to complete construction of the Project, the Subrecipient shall submit a written request to the City Manager who shall have the authority to approve the request.

D. PROJECT REPORTING

Subrecipient shall be required to provide to the City a Project monthly report covering the progress and accomplishments of the Project. The monthly report shall be submitted at the end of each month on a monthly basis to the Deputy Director of the City's Department of Public Works. The monthly report shall also include construction timelines and materials that document the progress of the Project.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE LAWS, STATES AND REGULATIONS

Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described above. Subrecipient further agrees to abide by all applicable federal, state and local codes, regulations, statutes, ordinances and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

Subrecipient has received the financial support of the City to enable the Subrecipient to undertake the Project contemplated by Section I. The City shall have no relationship whatsoever with the Project contemplated except the provision of financial support and the receipt of reports as provided herein. In any and all events, the Project contemplated herein shall be rendered at all times, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City Manager or his designee.

C. 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 attorney's 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.

D. NO ASSIGNMENT

Subrecipient may not assign any part of its rights in this Agreement without the consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all compensation, or any part thereof, as determined by the City.

E. ON-SITE MONITORING

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The City representatives will be announced, at a minimum, 24 hours in advance of such visits. The City representatives may request, and be granted access to records and may, on occasion, interview Subrecipient's staff, contractors and agents who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, Subrecipient's records, with respect to matters covered by this Agreement shall be make available for audit, examination and review by City representatives. Subrecipient agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, Subrecipient shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay Subrecipient such costs as are properly allowable and subject to the limits provided herein.

H. INSURANCE

The City shall be named as an additional insured in all policies of insurance obtained for the Project, including, but not limited to, comprehensive general liability, 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 Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

If the Subrecipient uses a vehicle to implement the Project, 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

III. 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 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 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 the 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 or 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' cost 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 the 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.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The City shall reimburse the Subrecipient only for expenses paid or incurred as outlined in Exhibit "C", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.C. Disbursement of grant funding is through reimbursement process only. A Request for Release of Funds form, as detailed in Exhibit "C", must be used to request reimbursement from the City for Grant Funds expended by December 31, 2004. Subrecipient should allow thirty days for the reimbursement process. Supporting documentation must be submitted for all expenditures.

B. DOCUMENTATION OF COSTS

A Request for Release of Funds form shall be submitted by the Subrecipient with supporting documentation to the City. All costs submitted to City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: invoices, purchase orders, and accounts payable printout, or check register, will result in a non-pay status for the request. All backup documentation submitted must be in original form; copies or faxes will not be accepted.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from Subrecipient by duly authorized City representatives.

D. RECORDS

Project records shall be maintained in accordance with City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROJECT BUDGET

Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly projects and narratives when seeking reimbursement from the City for Project costs.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" 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 that are ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff reasonably 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 that portion for other Projects/programs operating by the City.

H. ACCOUNTING METHODS

Expenditures charged to the City for the Grant Funds will be accounted for in a ledger separate from all other revenue sources. Subrecipient shall maintain these records.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should City 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 and that failure or violation is not cured within ten (10) days after Subrecipient's receipt of written notice from City, the City shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten

(10) days before the effective date of such termination and sent to Subrecipient at 4141 Meadows Lane, Las Vegas, Nevada 89107.

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 in this Agreement the day and year first above written.

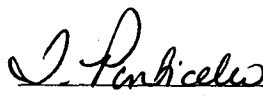
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11/20/03
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

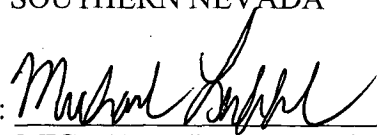
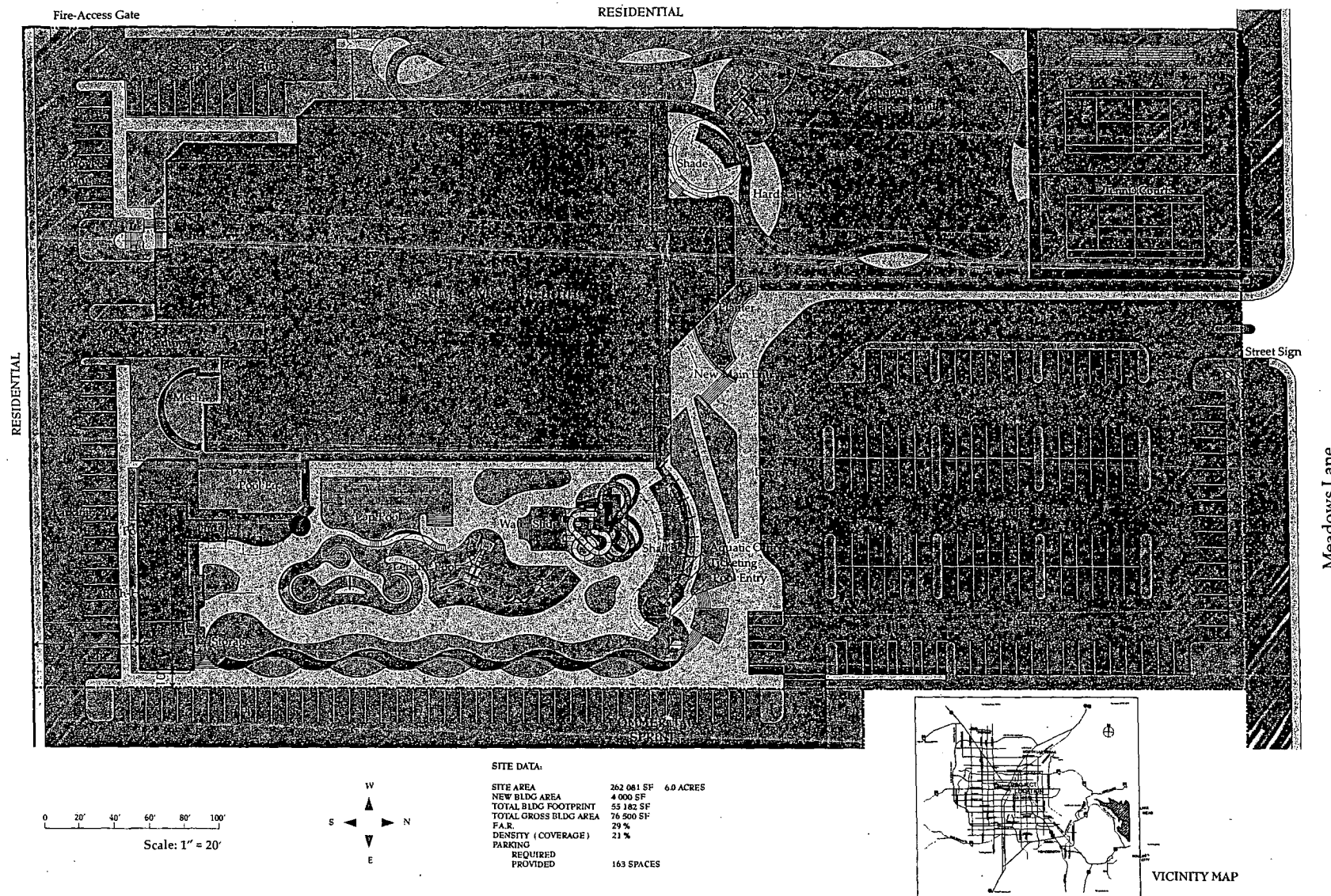
By: 
MICHAEL LUBBE, President

Exhibit A
Project Budget

Architectural & Engineering		\$ 250,000
Soft costs, permits		64,500
Total Construction Costs		3,185,500
Construction	1,905,000	
Fixtures and Equipment	1,200,000	
Project Management	70,500	
Reimbursables	10,000	
Total Project Costs		\$3,500,000

Exhibit B



YMCA Aquatics Expansion

Conceptual Site Layout

JMA ARCHITECTURE STUDIOS

Exhibit C

CITY OF LAS VEGAS

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Public Works Department, Attn: Deputy Director, for Grant funds expended for the 2002/2003 and 2003/2004 Fiscal Years. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. **Do not alter this form.**

Request #	Amount of Request	Period Covered
		From To

Name: YMCA	Phone:
Project: Outdoor Aquatic Center	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Draw Downs	Requested Amount	Remaining Funds
Architectural & Engineering	250,000			
Soft Costs	64,500			
Construction	3,185,500			
TOTAL	\$3,500,000			

Signature_____
Date

City of Las Vegas

Agenda Item No.: 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Hospitality Systems, LLC, Location: Lady Luck, 206 North Third Street between Ogden and Stewart, Date: December 11-14, 2003, Type: Special Event General, Event: Downtown Rodeo Days, Responsible Person in Charge: David Rabanal - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Trader Joe's, Location: 2101 South Decatur Boulevard, Suite 25, Date: December 18-24, 2003, Type: Special Event Beer/Wine/Cooler, Event: Wine Tasting, Responsible Person in Charge: Marc Torrez - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL AND BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Almeida & Almeida, dba Maggie's Tavern, William E. Almeida and Margarita Almeida, 100% jointly as husband and wife, To: Garcia Claudio, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suite I & J, Claudio H. Garcia, 100% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to bring forward and STRIKE Item 3 and Hold Items 62, 67, 68, 69 and 70 in ABEYANCE to 12/17/2003 and Item 9 to 1/7/2004 – UNANIMOUS with MACK excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

City of Las Vegas

Agenda Item No.: 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire code, Health Dept. regulations and approval by the Nevada Gaming Commission, From: All Unlimited II, dba Turtle Stop #4, Lavert A. Davis, Dir, Pres, Secy, Treas, 47.5%, Anthony L. Pollard, Dir, 47.5%, Lary G. Lamoreau, Dir, 5%, To: Speedee Mart, Inc., dba Speedee Mart #113, 9301 West Sahara Avenue - 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 Ownership and Business Name for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommend approval subject to the provisions of the fire code, Health Dept. regulations and approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

City of Las Vegas

Agenda Item No.: 10

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Finance and Business Services

Item 10 - Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire code, Health Dept. regulations and approval by the Nevada Gaming Commission, From: All Unlimited II, dba Turtle Stop #4, Lavert A. Davis, Dir, Pres, Secy, Treas, 47.5%, Anthony L. Pollard, Dir, 47.5%, Lary G. Lamoreau, Dir, 5%, To: Speedee Mart, Inc., dba Speedee Mart #113, 9301 West Sahara Avenue - Ward 2 (L.B. McDonald)

MOTION - Continued:

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 – 9:54)
1-1292

City of Las Vegas

Agenda Item No.: 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of a new Restricted Gaming License for 11 slots subject to the approval of the Nevada Gaming Commission, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)

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

Approval of a new Restricted Gaming License for 11 slots

RECOMMENDATION:

Recommend approval subject to the approval of the Nevada Gaming Commission and a review on April 7, 2004 in conjunction with a scheduled review of the Package License for Stewart Market

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

*City of Las Vegas***Agenda Item No.: 11****CITY COUNCIL MEETING OF DECEMBER 3, 2003****Consent – Finance and Business Services****Item 11 - Approval of a new Restricted Gaming License for 11 slots subject to the approval of the Nevada Gaming Commission, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)****MOTION - Continued:**

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

11

City of Las Vegas

Agenda Item No.: 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Restricted Gaming License for 3 slots subject to the approval of the Nevada Gaming Commission, Masood Sleman, dba Fiesta Discount Market, 7010 West Charleston Boulevard, Masood Y. Sleman, 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 3 slots

RECOMMENDATION:

Recommend approval subject to the approval of the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

*City of Las Vegas***Agenda Item No.: 12****CITY COUNCIL MEETING OF DECEMBER 3, 2003****Consent – Finance and Business Services**

Item 12 - Approval of a new Restricted Gaming License for 3 slots subject to the approval of the Nevada Gaming Commission, Masood Sleman, dba Fiesta Discount Market, 7010 West Charleston Boulevard, Masood Y. Sleman, 100% - Ward 1 (Moncrief)

MOTION - Continued:

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

Fiesta Discount Market



0 200 400 Feet

N

12

City of Las Vegas

Agenda Item No.: 13

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Inderdeep S. Judge, dba 7-Eleven Food Store #22579B, 3051 East Charleston Boulevard, Inderdeep S. Judge, Franchise Mgr - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommend approval subject to approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)
Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)
Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

City of Las Vegas

Agenda Item No.: 13

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Finance and Business Services

Item 13 - Approval of a new Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Inderdeep S. Judge, dba 7-Eleven Food Store #22579B, 3051 East Charleston Boulevard, Inderdeep S. Judge, Franchise Mgr - Ward 3 (Reese)

MOTION - Continued:

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

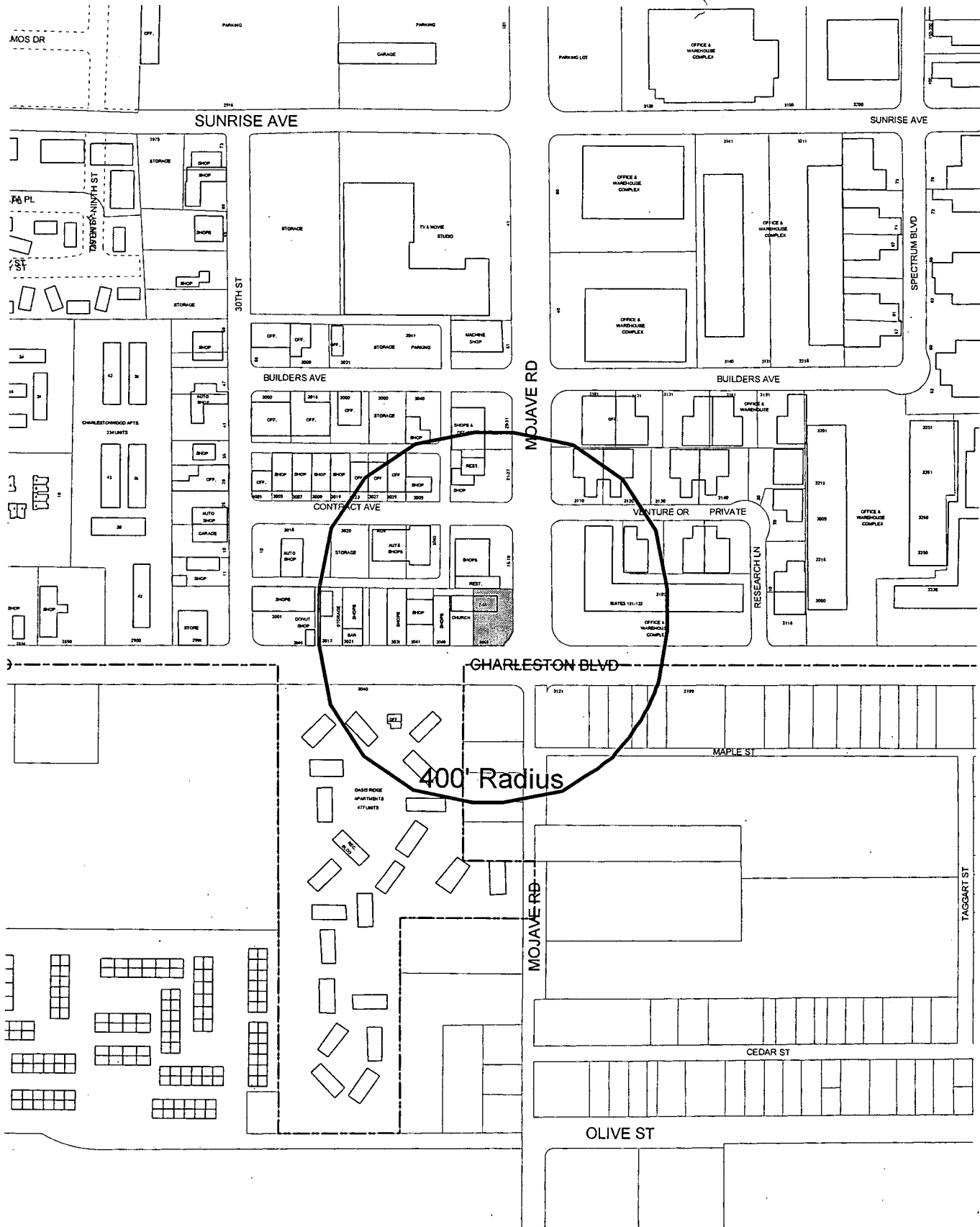
MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

7-Eleven Food Store #22579B



0 200 400 Feet



13



City of Las Vegas

Agenda Item No.: 14

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #8, 745 North Nellis Boulevard - Ward 3 (Reese)

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

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval subject to approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

*City of Las Vegas***Agenda Item No.: 14****CITY COUNCIL MEETING OF DECEMBER 3, 2003****Consent – Finance and Business Services****Item 14 - Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #8, 745 North Nellis Boulevard - Ward 3 (Reese)****MOTION - Continued:**

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

0 200 400 Feet

14



City of Las Vegas

Agenda Item No.: 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #6, 840 North Decatur Boulevard - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval subject to approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

NOTE: COUNCILWOMAN McDONALD acknowledged that she would be voting on Items 10 through 15, but disclosed that she is an outside director for Station Casinos, which holds privileged licenses for alcohol and gaming, as do the applicants for those items. She has not discussed these items with Station Casinos nor will her affiliation impact her judgment. She has reviewed these disclosures with the City Attorney, who opined that these items would have no

City of Las Vegas

Agenda Item No.: 15

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Finance and Business Services

Item 15 - Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to approval by the Nevada Gaming Commission, Capado Gaming Corporation, db at King Ranch Market #6, 840 North Decatur Boulevard - Ward 5 (Weekly)

MOTION - Continued:

material impact on Station Casinos. She made the same disclosure for Item 7, where the applicant is Hospitality Systems, LLC, for a special events license.

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

King Ranch Market #6



0 200 400 Feet

15



City of Las Vegas

Agenda Item No.: 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of a new Auctioneer License, Brian Myers, dba Brian Myers, 4535 West Sahara Avenue, #105, Brian Myers, 100% - Ward 1 (Moncrief)

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

Approval of a new Auctioneer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

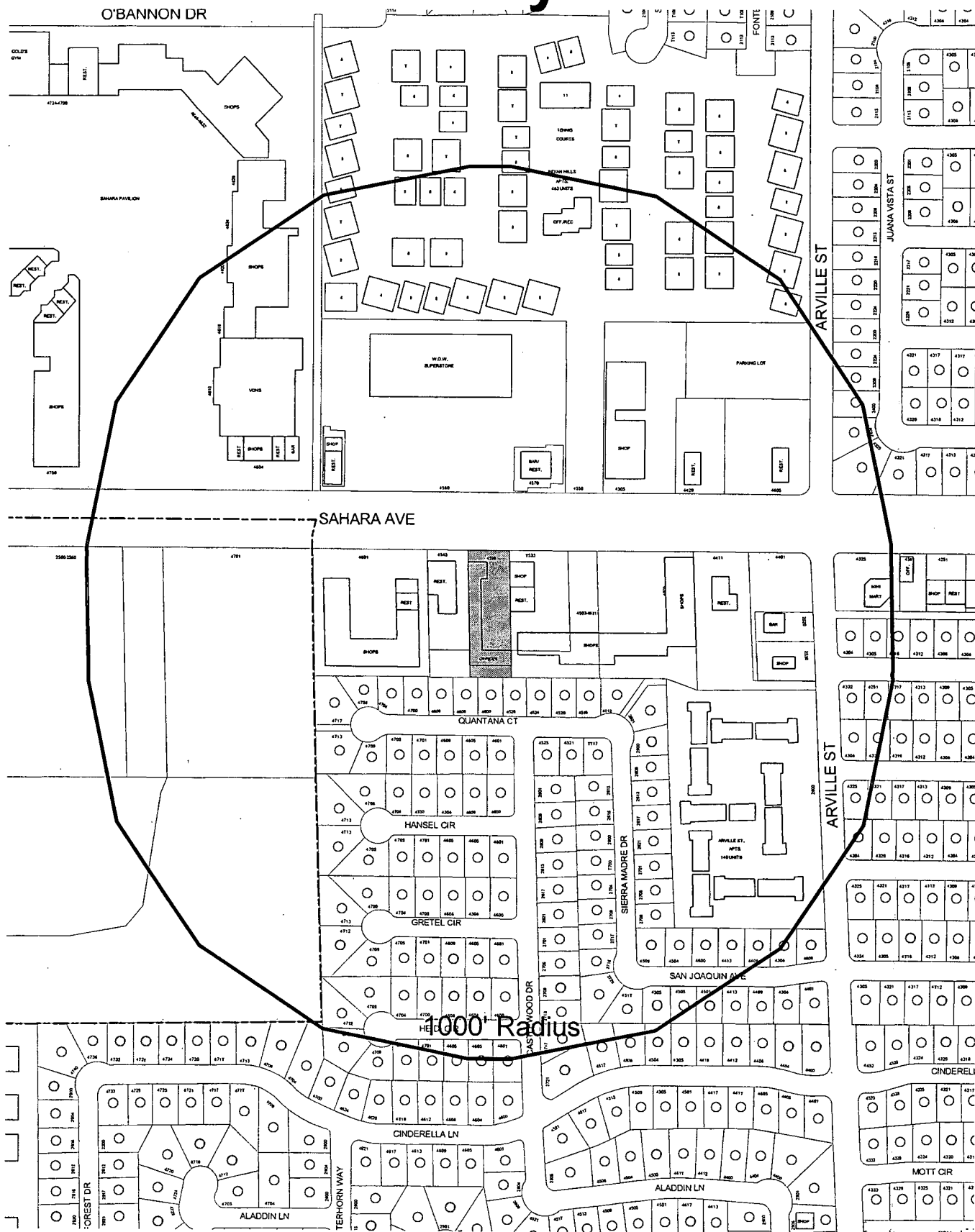
MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

Brian Myers



City of Las Vegas

Agenda Item No.: 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT**

☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Hypnotist License subject to the provisions of the planning and fire codes, Laurence M. Stewart, dba Laurence M. Stewart, DCH, From: 4750 West Sahara Avenue, Suite 34, To: 500 North Rainbow Boulevard, Suite 300, Laurence M. Stewart, 100% - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Hypnotist License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

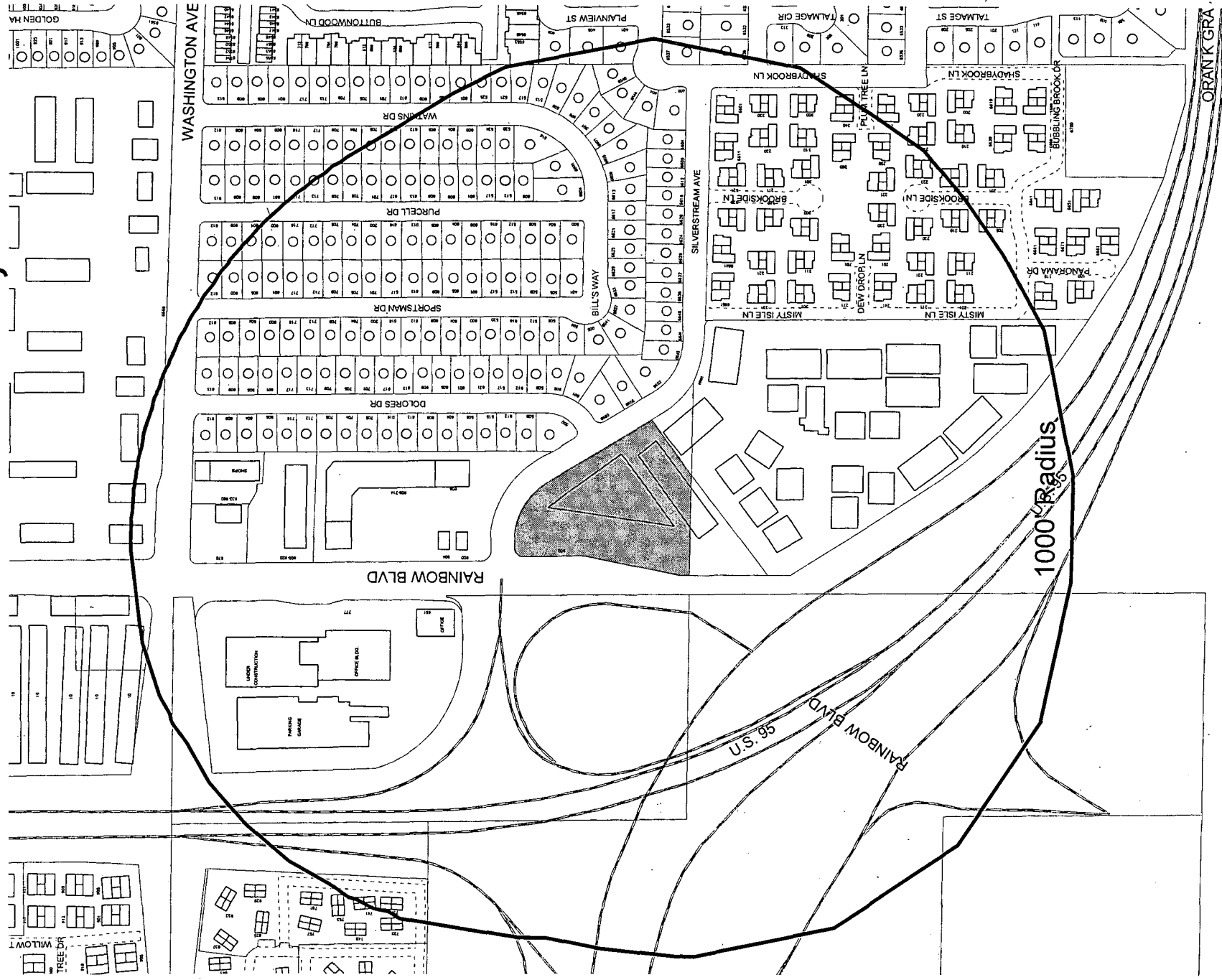
MINUTES:

There was no related discussion.

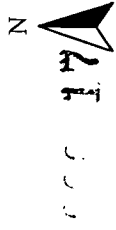
(9:49 – 9:54)

1-1292

Laurence M. Stewart, DCH



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of authorization to use Clark County Contract Number 1834-02 for the purchase of microcomputer systems, personal computers, hardware, associated peripheral equipment and devices and associated software - Department of Information Technologies - Award recommended to: TECHNOLOGY INTEGRATION GROUP (Estimated annual amount of \$450,000 - Various Funds)

Fiscal Impact

☐

No Impact

Amount: \$450,000

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Various Funds

PURPOSE/BACKGROUND:

On November 19, 2002, the Board of County Commissioners approved the award of Contract Number 1834-02 for the purchase of microcomputer systems, personal computers, hardware, associated peripheral equipment and devices and associated software. This request would allow the City of Las Vegas to use the same award.

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

PCC: K. Falline

POC: Josephine Panzino - (702) 882-5858

RECOMMENDATION:

That the City Council approve the use of Clark County Contract Number 1834-02 for the purchase of microcomputer systems, personal computers, hardware, associated peripheral equipment and devices and associated software to Technology Integration Group from date of award through December 15, 2004 with three (3) one-year options to renew in the estimated annual amount of \$450,000. Authority to execute Contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

Submitted after meeting – Use Agreement

City of Las Vegas

Agenda Item No.: 18

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Finance and Business Services

Item 18 - Approval of authorization to use Clark County Contract Number 1834-02 for the purchase of microcomputer systems, personal computers, hardware, associated peripheral equipment and devices and associated software - Department of Information Technologies - Award recommended to: TECHNOLOGY INTEGRATION GROUP (Estimated annual amount of \$450,000 - Various Funds)

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)
Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)
Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

USE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of Dec, 2003, by and between the City of Las Vegas, a municipal corporation within the State of Nevada (herein the "City") and **Technology Integration Group** (herein the "Vendor"),

RECITALS

WHEREAS, the Vendor and **Clark County Board of County Commissioners** (herein "**Clark County**") have entered into that Agreement dated November 19, 2002 (Contract No. 1834-02) which provides for **annual requirements contract for microcomputer systems, personnel computers, hardware, associated peripheral equipment and devices, and associated software.** (herein the "Vendor Contract"); and

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:	Joe Moisant Vice President, Operations 7810 Trade Street San Diego, CA 92121 (800) 858-0549, x 4500 (858) 790-0033
City:	City of Las Vegas, Nevada 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: Kathleen C. Rainey Division Manager, Purchasing & Contracts PH: (702) 229-6231 Fax #: (702) 464-2569

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

9.

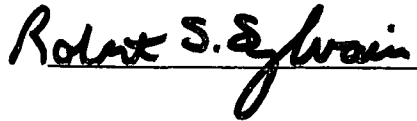
ATTEST:

CITY OF LAS VEGAS

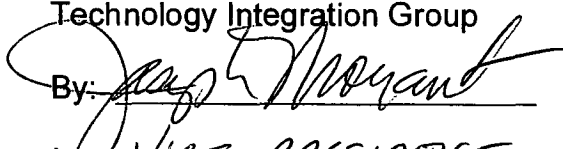

BARBARA JO RONEMUS, City Clerk

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

APPROVED AS TO FORM:

 Robert S. Sylvain 10.29.03

Technology Integration Group

By: 

Its: VICE PRESIDENT
"Vendor Rep Title"

EXHIBIT “A”



Department of Finance

Purchasing and Contracts

500 S Grand Central Pky 4th Fl • P O Box 551217 • Las Vegas NV 89155-1217
(702) 455-2897 • Fax (702) 386-4914

George W. Stevens, Chief Financial Officer • Ted J. Olivas, Assistant Director

November 19, 2002

Mr. Joe Worthington
Branch Manager
Technology Integration Group
4042 S. Industrial Road
Las Vegas, Nevada 89103

RE: CBE NUMBER 1834-02: CONTRACT FOR MICROCOMPUTER SYSTEMS, EQUIPMENT, AND SOFTWARE (ARC #1834-02)

Dear Mr. Worthington:

On November 19, 2002, the Board of County Commissioners approved the above-referenced contract. Enclosed is your copy of the fully executed contract. Purchase Orders will be issued as needs arise.

Should you have any questions, please contact me at (702) 455-4184.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Lammon".

DONALD J. LAMMON, C.P.M.
Sr. Purchasing Analyst

DJL:ccb
Enclosure

cc: Al Conant, CEIT
Yoli Jones, McCarran Airport, Purchasing
Dave Garcia, LVMPD, Information Technologies
Bambi Pilley, LVMPD, Information Technologies
Joseph Moisant, Technology Integration Group

BOARD OF COUNTY COMMISSIONERS

DARIO HERRERA, Chairman • MYRNA WILLIAMS, Vice-Chair
YVONNE ATKINSON GATES • ERIN KENNY • MARY KINCAID-CHAUNCEY • CHIP MAXFIELD • BRUCE L. WOODBURY
THOM REILLY, County Manager

**LAS VEGAS METROPOLITAN POLICE DEPARTMENT
FISCAL AFFAIRS COMMITTEE
NOVEMBER 25, 2002**

Issue: UTILIZE A CONTRACT	Back-up:
Petitioner: GEORGE STEVENS, CHIEF FINANCIAL OFFICER JERRY KELLER, SHERIFF	Clerk Ref. #
Recommendation: AUTHORIZE THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT TO USE THE CLARK COUNTY ANNUAL REQUIREMENTS CONTRACT NUMBER 1834-02, MICROCOMPUTER SYSTEMS, HARDWARE, ASSOCIATED PERIPHERAL EQUIPMENT AND DEVICES FOR COMPUTERS, AND SOFTWARE, AWARDED TO TECHNOLOGY INTEGRATION GROUP; OR TAKE OTHER ACTION AS APPROPRIATE.	

FISCAL IMPACT:

Based on each bureau's approved budget, as funds are allocated.

BACKGROUND:

On November 19, 2002, the Clark County Board of County Commissioners awarded Contract Number 1834-02, Annual Requirements Contract (ARC) to furnish, deliver, and install (as requested) microcomputer systems, hardware, associated peripheral equipment and devices for computers, and standard off-the-shelf (shrink wrap) packaged software, to Technology Integration Group (TIG) for the period from December 16, 2002 through December 15, 2003, and includes the option to renew for four one-year periods. Per the terms of the contract, TIG is obligated to provide products to the Las Vegas Metropolitan Police Department (LVMPD) on a cost-plus basis, if LVMPD elects to utilize the contract.

For the past five years, TIG has supplied LVMPD (and County) with microcomputer systems, equipment, and packaged (shrink-wrap) software in accordance with Bid Number 4064-97. The bid contract will expire at midnight on December 15, 2002, with no remaining renewal options. Both LVMPD and County customers wish to continue doing business with TIG because of its excellent performance in providing equipment.

The terms and conditions of the new ARC reflect many of the same requirements contained in the previous contract. Purchases will be made at TIG's cost (without profit) plus a markup ranging from 5.5% to 7.5% based on the volume of purchases made in the preceding quarter. Markup is subject to change, within the range specified, on a quarterly basis. The contract is non-exclusive, giving LVMPD the option to purchase elsewhere if the need arises.

In accordance with NRS 332.195, LVMPD may utilize the contracts of government agencies within the state of Nevada with authorization of the contracting vendor.

Prepared By: Donald J. Lammon, C.P.M.

Respectfully submitted,

George W. Stevens
GEORGE W. STEVENS
Chief Financial Officer

Agenda
Item #

3

ANNUAL REQUIREMENTS CONTRACT

For

MICROCOMPUTER SYSTEMS, EQUIPMENT, AND SOFTWARE

ARC # 1834-02

This CONTRACT is made and entered into this 19th day of November, 2002, with an effective date of December 16, 2002, by and between Technology Integration Group (CONTRACTOR) and Clark County, Nevada (OWNER) to furnish, deliver, and install (as requested) OWNER specified microcomputer systems, personal computers, hardware, associated peripheral equipment and devices, and associated software, F.O.B. Destination, Freight Prepaid, as needs arise, subject to OWNER's approved budgeted appropriations for CONTRACTOR.

GENERAL PROVISIONS

1. DESIGNATED CONTACTS:

The designated contact is Albert (Al) E. Conant, Center for Enterprise Information Technology, telephone number (702) 455-0030 * E-Mail: aec@co.clark.nv.us * Fax: (702) 455-4932.

2. INITIAL TERM:

The initial term of the CONTRACT shall be from December 16, 2002 through December 15, 2003.

3. CONTRACT RENEWAL:

OWNER reserves the option to renew this CONTRACT for an additional four (4) one-year periods from its expiration date.

4. FEDERAL, STATE, LOCAL LAWS:

CONTRACTOR will comply with all Federal, State, and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this CONTRACT.

5. TAXES:

The OWNER is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). The prices quoted to OWNER must be net, exclusive of these taxes.

6. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this contract.

7. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other Contract terms and conditions contained herein, the former will take precedence.

8. INDEMNITY

CONTRACTOR agrees, by entering into this CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold OWNER harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault, or negligence of the CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under this CONTRACT. CONTRACTOR shall indemnify, defend, and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

9. USE BY OTHER GOVERNMENTAL ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by CONTRACTOR. OWNER is not liable for the obligations of the local government which uses this CONTRACT.

10. IMMUNITY FOR INCORRECT DATE GENERATION

The OWNER, its officers and employees shall be immune for any breach of this CONTRACT caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the OWNER, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

11. ASSIGNMENT OF CONTRACTUAL RIGHTS

CONTRACTOR will not assign, transfer, convey or otherwise dispose of this CONTRACT or its right, title, or interest in, or to the same, or any part hereof, without the previous written consent of OWNER.

12. TERMINATION FOR CONVENIENCE

The OWNER reserves the right to terminate the contract in whole or part at any time whenever the OWNER shall determine that such a termination is in the best interest of the OWNER without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that the OWNER elects to terminate the CONTRACT, the termination request will be submitted to the Clark County Board of County Commissioners for approval. The CONTRACTOR also reserves the right to terminate the contract in whole or in part at any time whenever the CONTRACTOR shall determine that such a termination is in the best interest of the CONTRACTOR without penalty or recourse upon 30 calendar days written notice of intent to terminate.

13. TERMINATION FOR CAUSE

If the CONTRACTOR fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this CONTRACT, the OWNER may immediately cancel all or part of the CONTRACT upon written notice of intent to cancel without liability by the OWNER to CONTRACTOR. In the event of cancellation for cause, the OWNER may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as the OWNER may deem appropriate, and CONTRACTOR shall be liable for any excess cost or other expenses incurred by OWNER.

GENERAL CONDITIONS

1. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this contract for up to 90 calendar days from its expiration date for any reason.

2. INSURANCE

CONTRACTOR agrees to carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of this contract.

CONTRACTOR agrees to obtain and maintain for the duration of this contract, a work certificate and/or certificate issued by an insurer qualified to underwrite worker's compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

CONTRACTOR agrees to pay all costs of the required insurance coverages and shall provide OWNER with proof of insurance as specified within 3 working days upon OWNER'S request.

3. DELIVERY REQUIREMENTS

A. Time (Calendar Days) : Maximum delivery time is thirty (30) calendar day(s) after receipt of Purchase Order. Unless otherwise agreed to by OWNER, time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

B. Force Majeure : The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONTRACTOR shall provide OWNER satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

C. F.O.B. Destination - Freight Pre-paid : The CONTRACTOR agrees to pay all freight charges. The CONTRACTOR agrees to file all claims and bears all responsibility for the products from the point of origin to the OWNER'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

4. PARTIAL SHIPMENTS :

Partial shipments will be permitted with approval of OWNER.

5. FAILURE TO DELIVER :

In the event the CONTRACTOR fails to deliver the product in accordance with the terms and conditions of the contract, the OWNER shall have the option to either terminate the contract or temporarily procure the product(s) from another source. If the product(s) are procured from another supplier, the CONTRACTOR agrees to pay the OWNER any difference between the CONTRACTOR's price to OWNER for the product(s) and the price paid to the other supplier.

6. DAMAGED PRODUCTS :

OWNER agrees to notify CONTRACTOR in a timely manner of the receipt of damaged products. The CONTRACTOR agrees to replace, at no cost to OWNER, damaged or defective products within three (3) working day(s) after notice. This shall include freight and any and all other associated costs.

7. PURCHASE ORDERS:

The Department of Finance, Purchasing and Contracts Division, will issue a purchase order(s) which will authorize the CONTRACTOR to deliver and invoice for the product(s) ordered.

8. INVOICING :

Invoicing for products ordered are to be sent to the locations as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product. Invoices for payment not submitted in this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. If the CONTRACTOR experiences delays in receiving payment, CONTRACTOR agrees to follow-up with the agency initiating the purchase order.

All invoices should include the following information:

- a. Contractors name
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities)
- f. Clark County Purchase Order Number
- g. Contractor's Tax Identification Number
- h. Contract Number (CBE Number)
- i. Itemized pricing and total amount due (excluding Sales and Use Tax)
- j. Percentage Discounts/Payment Terms if offered
- k. Contractor's Invoice Number

9. NEW PRODUCTS :

Unless otherwise specified by OWNER, the CONTRACTOR shall guarantee that the product provided to OWNER shall be new. A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine testing. A demonstrator product does not meet this definition and is not acceptable.

10. PRODUCT TRAINING :

If requested by OWNER, product training, in the form of orientation, shall be provided to OWNER's personnel by a qualified factory representative or CONTRACTOR's personnel, in the proper operation techniques, including care and maintenance of the product. This training shall take place at OWNER's location, at the CONTRACTOR's expense.

11. ADDITIONS TO OWNERS AUTHORIZED EQUIPMENT/SOFTWARE:

As new items are added to the OWNER's list of authorized equipment/software, the CONTRACTOR shall make every effort to make these items available under this contract. CONTRACTOR acknowledges that OWNER may have in place separate contract arrangements with other firms to purchase similar hardware/software.

12. ENTITIES AUTHORIZED TO USE THIS CONTRACT :

It is hereby understood that the governmental entities listed below may utilize this contract at their option to obtain products/software.

Clark County Sanitation District
Las Vegas Valley Water District
University Medical Center

Las Vegas Metropolitan Police Department
McCarran International Airport
Southern Nevada Water Authority

Other governmental entities may utilize this contract pursuant to Nevada Revised Statutes 332.195. OWNER shall not have any responsibility or liability for CONTRACTOR's arrangements with the entities listed above or with other governmental entities that may utilize this contract.

13. TERMS OF PAYMENT :

Terms of Payment $\frac{1}{2}$ % Percent, 15 Calendar Days, Net 30 days. Payment action by OWNER for purchased items will be initiated upon receipt of a correct invoice or upon acceptance by the OWNER, whichever occurs first.

14. PRICING STRUCTURE FOR OWNER's EMPLOYEES :

CONTRACTOR agrees to extend the contract pricing structure to employees of Clark County and other participating agencies who are interested in purchasing products covered under this Contract. However, employees ordering products must pay all appropriate fees, including taxes, possible credit card charges, and delivery charges as applicable. Delivery, installation, and/or other support services, with or without charge, may be provided at the option of the CONTRACTOR.

15. INVOICE AUDITS :

The CONTRACTOR agrees to provide to the OWNER, within 14 calendar days of the OWNER's request, a report to validate the price(s) charged. The report shall be subject to review and approval by the OWNER's using department(s) and Internal Audit Department. Discrepancies found in the report will require CONTRACTOR to update the report no later than 7 calendar days after notification by the OWNER. In the event the CONTRACTOR undercharged the OWNER, subject to OWNER's approved budgeted appropriations for CONTRACTOR, the OWNER shall reimburse the CONTRACTOR within 14 calendar days. In the event that the CONTRACTOR overcharged the OWNER, the CONTRACTOR agrees to reimburse the OWNER within 14 calendar days. If overcharges are found, the OWNER may declare the CONTRACTOR in breach of contract and terminate the contract.

16. COST BASIS:

A. CONTRACTOR's cost (without markup), is defined as the amount that CONTRACTOR paid to the Original Equipment Manufacturer (OEM) or Supplier for the item at the time of product shipment to OWNER – as reflected on invoices from the OEM or Supplier of the product, to the CONTRACTOR for the items ordered by OWNER.

B. CONTRACTOR's Percent Markup-Over-Cost shall be 6% for all hardware, associated peripherals, and software for the period December 16, 2002 - March 31, 2003.

C. CONTRACTOR's Percent Markup-Over-Cost for the period beginning April 1, 2003 through June 30, 2003, and for each succeeding 3-month period (calendar quarter) thereafter, will be calculated as follows:

<u>Quarterly Purchase Volume Average</u>	<u>% Markup-Over-Cost</u>
\$1,500,001 plus	5.5 %
\$1,250,001 - \$1,500,000	6.0 %
\$1,000,001 - \$1,250,000	6.5 %
\$750,001 - \$1,000,000	7.0 %
\$1.00 - \$750,000	7.5 %

D. Purchase totals (to include all-County & LVMPD) will be reported to the OWNER no later than the 25th of the last month of each quarter (March, June, September, December) along with supporting documentation as well as the calculated profit margin (%-Markup-Over-Cost) based on the above, for the following quarter. If the OWNER agrees to the reported totals and %-Markup-Over-Cost adjustment, the new CONTRACTOR's %-Markup-Over-Cost shall apply to all items (e.g. hardware/software) and shall remained fixed until the next quarterly adjustment.

E. Changes in CONTRACTOR's %-Markup-Over-Cost shall not be retroactive.

SPECIAL CONDITIONS

1. PURCHASE ORDERS:

Purchase Orders will be issued for all hardware and software purchases, subject to OWNER's approved budgeted appropriations as needs arise.

2. ON-LINE ACCESS TO CONTRACTOR's PRICE LIST:

CONTRACTOR will provide on-line real time access to the CONTRACTOR's current price list to OWNER.

3 DELIVERY DATE NOTIFICATION/ORDER STATUS:

CONTRACTOR will provide the OWNER's department originating the product order (IE. Assessor, CEIT, Building Department, Treasurer, Recorder) with an expected delivery date and/or order status within five (5) days of receipt of the Purchase Order.

4. SOFTWARE VOLUME DISCOUNTS:

CONTRACTOR shall serve as an authorized agent for the OWNER to obtain volume discounts from software vendors.

5. REPORTS:

CONTRACTOR will provide ad-hoc reports in hard-copy or electronic format as requested by OWNER.

6. DELIVERY & INSTALLATION:

The CONTRACTOR is responsible for delivery and installation (if requested) of all items ordered to the address indicated on the Purchase Order.

7. ASSET TAGGING:

CONTRACTOR will ASSET TAG hardware specified by OWNER and fill out associated forms. ASSET TAGS and forms will be provided by OWNER.

8. APPOINTMENT FOR DELIVERY:

Delivery shall be made by appointment with OWNER. All products will be delivered between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday.

9. DELIVERY OF COMPLETE ORDER:

Delivery, unless previously agreed to by OWNER, shall be for the complete order indicated by the purchase order. The delivery must be completed within 30-days of CONTRACTOR's receipt of the purchase order unless otherwise agreed to by OWNER.

10. INSTALLATION:

Installation (if requested) includes all unpacking, placement as indicated by the OWNER's departmental representative, set-up of equipment, validating the operability of all hardware components and operating system. The CONTRACTOR is not responsible for cable installation except connecting peripherals to individual configurations. OWNER will connect all equipment to networks. The CONTRACTOR is responsible for removing all packing materials to an appropriate disposal area and leaving the area in a presentable condition.

11. DAMAGED EQUIPMENT:

During delivery, items identified as significantly damaged during shipment should be refused at the point of delivery. During unpacking, if the equipment is found to be damaged, the CONTRACTOR will take necessary actions to have the equipment repaired or replaced.

12. ACCEPTANCE OF EQUIPMENT:

Upon delivery or completion of the installation of an order by the CONTRACTOR, OWNER will validate the proper operation of the system. OWNER will notify the CONTRACTOR of any products not accepted. The CONTRACTOR shall take immediate action to repair or replace unacceptable products. CONTRACTOR agrees that replacement parts requiring shipment from regional or national warehouses shall be shipped via overnight delivery. Repairs or replacement must be effected within three (3) working days from receipt of OWNER's notification. If the action required is covered under the product's warranty, CONTRACTOR will notify OWNER for follow-up action. If product's are returned or replaced due to incorrect product's ordered by OWNER, through no fault of the CONTRACTOR, OWNER is subject to negotiated restock fees, subject to OWNER's approved budgeted appropriations for CONTRACTOR, as necessary.

13. PRODUCT EVALUATION:

If a hardware or software vendor has a product evaluation program for a product that the CONTRACTOR is authorized to sell, the CONTRACTOR, upon request, agrees to make available the specified hardware and/or software for evaluation/demonstration purposes at no cost to the OWNER. Unless otherwise agreed to, the evaluation period will not exceed 30-days.

14. SUPPORT FOR CONFIGURING SERVERS:

The CONTRACTOR, at the request of the OWNER, agrees to provide server support for configuring servers. This includes recommendations on the network products, specifications for cabling, addition of peripherals (internal and external), initial system configuration, and description of connectors. If this requires certification by the manufacturer for the CONTRACTOR to render such services, the CONTRACTOR agrees to be so certified. CONTRACTOR agrees that these services shall be provided at no additional cost to the OWNER.

15. MONTHLY REPORT OF OWNER PURCHASES:

The CONTRACTOR agrees to provide a monthly report within 15-days after the end of the month listing all purchases by OWNER. The report is to include the hardware equipment descriptions, part numbers,

serial numbers, and customer number. Copies of the report shall be forwarded to OWNER and OWNER's warranty/after warranty hardware maintenance provider in electronic format.

16. DISCLOSURE OF OWNERSHIP/PRINCIPALS:

The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to CONTRACT award by the Board of County Commissioners.

17. SUBCONTRACTOR INFORMATION:

The CONTRACTOR agrees to provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors (if any) for this CONTRACT utilizing Attachment 1. The information provided in Attachment 1 by CONTRACTOR is for the OWNER's information only.

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

OWNER:

Clark County, Nevada

By: 
Ted J. Olivas
Assistant Director of Finance

CONTRACTOR:

Technology Integration Group

By: 
Joseph Moisant
Vice President

~~APPROVED AS TO FORM:~~

STEWART L. BELL
District Attorney

By: 
HOLLY GORDON
Deputy District Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

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

Business Name: (include d.b.a., if applicable) PC Specialists, Inc. DBA/ Technology Integration Group _____

Business Address: 7810 Trade Street _____
San Diego, CA 92121 _____

Business Telephone: 858-566-1900 _____

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

Bruce A. Geier

President & CEO

Thomas C. Janeczek

Exec. Vice President & CFO

Marjorie A. Loeffler

Vice President

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

Print Name

10-25-02
Date

ATTACHMENT 1
ARC # 1834-02
MICROCOMPUTER SYSTEMS, EQUIPMENT, AND SOFTWARE
SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$1,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☒ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT “B”

EXHIBIT "B"**Point of contact:**

Ken Falline
Senior Buyer
City of Las Vegas
Purchasing and Contracts Division

Send invoices to:

Department of Business and Finance
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Delivery points:

Delivery points to be various addresses in the Las Vegas Valley area.

City of Las Vegas

Agenda Item No.: 19

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of issuance of a purchase order for software from State of Nevada's Select Software Agreement #01S63842, a three year agreement administered by ASAP Software Express, Inc. - Department of Information Technology - Award recommended to: ASAP SOFTWARE EXPRESS, INC. (\$500,000 - Computer Services Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$500,000**☒**Budget Funds Available****Dept./Division: Information Technology**☐**Augmentation Required****Funding Source: Computer Services ISF****PURPOSE/BACKGROUND:**

This requirement is for the procurement of various Microsoft Select Software as needed by the City for the period of October 1, 2003 through September 30, 2006.

This item is exempt from competitive bidding pursuant to NRS 332.115(h), software for computers.

PCC: G. Leaf

POC: Lynne Farmer - (602) 387-5233

RECOMMENDATION:

That City Council approve the issuance of a purchase order for Microsoft Select software to ASAP Software Express, Inc. from October 1, 2003 through September 30, 2006 in the amount of \$500,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 20

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of award of Bid Number 030289-TG, Annual Requirements Contract for Luminaries - Department of Public Works - Award recommended to: CRESCENT ELECTRIC SUPPLY (Estimated annual amount of \$200,000 - General Fund)

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

This request is for an annual requirements contract to purchase luminaries for street lighting used by Public Works Traffic Engineering & Field Operations Division.

PCC: A. Green

POC: D.J. Graff - (702) 262-9192

RECOMMENDATION:

That the City Council approve the award of Bid Number 030289-TG, Annual Requirements Contract for Luminaires to Crescent Electric Supply from date of award through November 30, 2004 with four (4) one-year options to renew in the estimated annual amount of \$200,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of rejection of bid and award of Bid Number 040109-DAR, Class 8 Water Trucks - Department of Field Operations - Award recommended to: MCCANDLESS INTERNATIONAL TRUCKS (\$185,310 - Vehicle Services Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$185,310**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Vehicle Services ISF****PURPOSE/BACKGROUND:**

This request will provide for the purchase of two (2) class 8 water trucks to replace obsolete trucks for use by the Streets & Sanitation Division, as well as facilitate the purchase of additional trucks, if needed, through model year availability under the open-end contract provision.

The apparent low bidder, Las Vegas Freightliner, failed to meet the requirements of the technical specifications of the bid; deeming their bid non-responsive. Their bid is recommended for rejection and award recommended to the second low bidder.

PCC: D. Rawski

POC: Mike McCandless - (702) 642-8789

RECOMMENDATION:

That the City Council approve the rejection of the bid submitted by Las Vegas Freightliner as non-responsive and approve the award of Bid Number 040109-DAR, Class 8 Water Trucks to McCandless International Trucks in the amount of \$185,310.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)Item 28: **APPROVED** under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of award of Bid Number 040118-DAR, One-Ton Trucks - Department of Field Operations
- Award recommended to: VARIOUS SUPPLIERS (Aggregate amount of \$97,998.31 - Vehicle Services Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$97,998.31**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Vehicle Services ISF****PURPOSE/BACKGROUND:**

This request will provide for the purchase of three (3) one-ton trucks to replace obsolete trucks for use by the Parks Division of Field Operations and one (1) one-ton truck to be added to the fleet for use by Fire & Rescue Bomb Squad, as well as facilitate the purchase of additional trucks, if needed, throughout the 2004 production model year availability under the open-end contract provision.

PCC: D. Rawski

POC: Bill Fletcher, Jones West Ford - (775) 829-3207

POC: William Wheeler, Gaudin Ford - (702) 371-0770

RECOMMENDATION:

That the City Council approve the award of Bid Number 040118-DAR, One Ton Trucks to Various Suppliers in the aggregate amount of \$97,998.31.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)Item 28: **APPROVED** under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Preapproval of award of Bid Number 040133-LED, Purchase of a Chiller and Cooling Tower to the lowest responsive and responsible bidder - Department of Field Operations - (\$75,000 - Parks & Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$75,000

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Parks & Leisure Activities CPF

PURPOSE/BACKGROUND:

This is for the purchase of a Water Cooled Chiller and a Counterflow Cooling Tower for delivery to the Post Office located at 300 Stewart Avenue. Installation will be done by others at a later date. These items must be purchased no later than December 31, 2003 due to the use of Special State Funds that expire.

PCC: L.E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 040133-LED, Purchase of Chiller and Cooling Tower to the lowest responsive and responsible bidder.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of issuance of a purchase order for an upgrade of HVAC Unit 4 at the Detention Center - Department of Detention and Enforcement - Award recommended to: JOHNSON CONTROLS (\$30,934 - General Fund) - Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$30,934**☒**Budget Funds Available****Dept./Division: Detention and Enforcement**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This request will provide for the purchase of an upgrade for HVAC Unit 4 at the Detention Center.

This item is exempt from the competitive bidding process pursuant to NRS 332.11(c), Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person.

PCC: G. Leaf

POC: Robert Holt - (702) 798-1979

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an upgrade of HVAC Unit 4 at the Detention Center in the amount of \$30,934.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Contract No. 040085 for Legislative and Governmental Relations Consulting Services (Two-year Contract) - Office of the City Manager, Administrative Services - Award recommended to: BALL JANIK LLP (\$306,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$306,000

☒

Budget Funds Available

Dept./Division: City Manager

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

Contract provides support of the City's interests in Washington, D.C. for two years from 01/01/04 to 12/31/05 at a monthly rate of \$11,500, with reimbursable expenses up to \$15,000 per year. Also includes two 2-year renewal options with maximum increases of 5% based on performance evaluation and consideration of economic indicators. Ball Janik has been performing these services for the last 3 years with no price increase since January 2002.

Contract is exempt from competitive bidding pursuant to NRS 332.115.1(b), professional services.

PCC: L. Russell

POC: Victoria Cram - (202) 638-3307

RECOMMENDATION:

That City Council approve Contract No. 040085 to Ball Janik LLP for two years from 01/01/04 through 12/31/05 in the amount of \$306,000, with two (2) two-year renewal options with a maximum 5% increase every two years. Authority to execute Contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Submitted after final agenda - 10/14/03 Letter from Vicki Cram with Ball Janik

Submitted after meeting - Contract for Legislative and Governmental Relations Consulting Services

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

City of Las Vegas

Agenda Item No.: 25

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Finance and Business Services

Item 25 - Approval of award of Contract No. 040085 for Legislative and Governmental Relations Consulting Services (Two-year Contract) - Office of the City Manager, Administrative Services - Award recommended to: BALL JANIK LLP (\$306,000 - General Fund)

MOTION - Continued:

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

ATTACHMENT 1 – Contract No. 040085

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 Ball Janik LLP
Address 1455 F Street, NW, Suite 225 Washington, DC 20005
EIN or DUNS 93-0814349

Block 2 Description
Subject Matter of Contract/Agreement Legislative and Governmental Relations Consulting Services
Contract No. 040085

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

ATTACHMENT 1 - Contract No. 040085

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 (all are partners)	BUSINESS ADDRESS	BUSINESS PHONE
1.	Richard H. Allan	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
2.	Robert S. Ball	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
3.	James A. Beall	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
4.	Bruce H. Cahn	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
5.	Nancy Craven	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
6.	David W. Criswell	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
7.	John J. Dunbar	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
8.	Robert G. Hayes	1455 F Street, NW, Suite 225 Washington, DC 20005	(202) 638-3307
9.	Stephen T. Janik	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
10.	Phillip E. Joseph	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
11.	Joel S. Kaplan	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
12.	Neil D. Kimmelfield	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
13.	Sally C. Landauer	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
14.	James T. McDermott	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
15.	Bradley S. Miller	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
16.	Jack L. Orchard	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
17.	Timothy M. Parks	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
18.	Barbara W. Radler	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
19.	Irene L. Ringwood	1455 F Street, NW, Suite 225 Washington, DC 20005	(202) 638-3307
20.	Sarah J. Ryan	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
21.	Leon Simson	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
22.	Brad T. Summers	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
23.	Christopher M. Walters	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525
24.	Christen C. White	101 SW Main Street, Suite 1100 Portland, OR 97204	(503) 228-2525

ATTACHMENT 1 - Contract No. 040085

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: 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

Shane Ringwood

Name

11/18/03

Date

Subscribed and sworn to before me this 18 day ofNovember, 2003.Rhonda Horton

Notary Public

Rhonda Horton

Notary Public, District of Columbia

My Commission Expires 9-14 2007

BALL JANIK LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947VICTORIA CRAM
GOVERNMENT RELATIONS CONSULTANT

vcram@dc.bjllp.com

October 14, 2003

BY OVERNIGHT DELIVERYMs. Kami Dempsey
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, NV 89101

Dear Kami:

I am writing in response to your request for information on lobbying services that Ball Janik LLP could provide to the City of Las Vegas for 2004. As you know, we have been honored to represent the City in Washington DC for the last three years. We look forward to continuing to work with you and others on the excellent City Staff as well as with the Mayor and City Council.

BALL JANIK LLP

The partnership of Ball Janik LLP is a Portland, Oregon-based law firm of more than fifty attorneys and professional lobbyists with offices in Washington, D.C. and Portland and Bend, Oregon. For twenty years Ball Janik's attorneys and government relations professionals have aggressively developed and implemented effective, cost-efficient solutions to our clients' legal and government related problems. The government relations practice group is actively growing and includes 15 professional lobbyists and attorneys based primarily in Washington, D.C. Ball Janik is known for taking a practical, business oriented approach to resolving clients' problems.

The Washington DC office focuses its efforts on the processes of Congress and the executive agencies. We specialize in federal government representation in the areas of transportation, economic development, natural resources, appropriations and local governments. We are in daily communication with both our clients and the Congressional delegations with whom we work. We ensure that our clients understand and are comfortable with all of the nuances of the legislative and administrative processes, and that strategies are jointly developed to maximize success. Ball Janik takes a low profile approach to its representation ensuring that

BALL JANIK LLP

Attachment 2 - Page 2

Ms. Kami Dempsey
October 13, 2003
Page 2

clients and Members of Congress receive the credit for all successes while the Firm focuses on the day-to-day aspects of the clients' federal agenda.

Ball Janik LLP has grown to become one of the premier federal lobbying practices in the Western states and attributes its success to attracting experienced, capable lobbyists who demonstrate expertise relating to federal issues, a logical management system that ensures a responsible professional and Project Manager for each client as well as an effective system for monitoring and controlling costs to the clients.

We would propose that the same team that has worked on the City's issues for the past three years continue in this capacity. I would be the Project Manager for the City and would perform the bulk of the City's work, but would be ably assisted by Eric Mondero and Sean Dalton. As you are aware, Eric and Sean have extensive appropriations experience each having formerly served on the staff of House Appropriations Subcommittee Chairs. We would be assisted by Pat Wilson's paralegal services and Pam Smith's administrative aid.

The City could also tap into the expertise of other Ball Janik professionals if appropriate. For example, Rich Nolan heads up our land use practice in DC and has extensive experience with the land management agencies as well as the Congressional authorizing committees and appropriators. Rich currently represents several counties and a city on land use issues. He is very active with the Bush Administration on land use issues, representing the forest products industry on the Healthy Forests Initiative. Rich is in daily contact with the Bureau of Land Management's Washington DC office at the Secretary and Assistant Secretary level as well as the US Fish and Wildlife Service and the US Forest Service. In addition, Rich works closely with the Appropriations Committee Chairmen in the House and Senate on BLM funding issues and has an excellent relationship with both the House Resources Committee and the Energy and Natural Resources Committee in the Senate who manage all authorizations for the BLM.

Ball Janik recently added a former senior DOD official and experienced lobbyists to its staff with experience in base closure. Jay Spiegel brings significant knowledge in the base closure process. While another round of base closures is scheduled to occur in the coming year, Jay is prepared to help Nellis Air Force Base deal with the 2005 Base Realignment and Closure ("BRAC") process. The 2005 BRAC process has already begun, with the Pentagon required to publish by the end of this year its criteria for evaluating installations for closure. Several Air Force bases will undoubtedly close as a result of BRAC 2005 and we have seen suggestions that the Air Force may want to close or downsize Nellis. Accordingly, we are prepared to assist you in securing your objectives for the BRAC process.

BALL JANIK LLP

Ms. Kami Dempsey
October 13, 2003
Page 3

Our bi-partisan lobbying team combines demonstrated legislative accomplishments for the City, as well as an existing and warm working relationship with the members of the Nevada Congressional Delegation, and over twenty years of experience in urban client representation. Further, as the firm represents no other Nevada entities, we enjoy the independence necessary to avoid conflicts among competing jurisdictions and municipalities within the State of Nevada.

BALL JANIK ACCOMPLISHMENTS

As I write, the Fiscal Year 2004 appropriations process is not yet complete. It is likely that there will be an omnibus appropriations bill for the remaining unfinished appropriations bills and the timing for completion is uncertain. However, as Congress moves towards completion of the process, the City is in a strong position to secure four of its appropriations requests for the year. One request for communications interoperability became moot when the Department of Homeland Security Appropriations Subcommittee decided not to earmark, and instead the City was awarded a \$5.9 million COPS grant for interoperability. In addition, the City has worked with the entire delegation to achieve these successes. An appropriations matrix is attached showing the current status of appropriations requests.

In previous years, we have helped the City secure over \$3.25 million in FY 2002 appropriations (\$500,00 for Monorail Station, \$1.75 million for dislocated workers, \$1 million for high speed rail) and over \$5 million in FY 2003 appropriations (\$250,000 for Post Office, \$180,000 for business incubator, \$270,000 for sewers, \$4.5 million for Downtown Transportation Center). We have also helped identify and procure congressional support letters for many city grant awards including \$5.9 million for COPS interoperability, \$425,000 for urban parks, and \$130,000 for a fire grant. We also have worked closely with the City and federal agencies (such as the Department of Labor) to release earmarked funds in a timely manner.

Further, while the reauthorization of TEA 21 did not occur this year, the City is well positioned to go into the reauthorization next year. Ranking Minority Member of the House Transportation and Infrastructure Committee, Jim Oberstar, (D-MN) has visited the City twice this year and is well aware of the City's priorities for TEA 21 reauthorization. Both Rep. Shelley Berkley and Rep. Jon Porter serve on the House Transportation and Infrastructure Committee while Senator Reid holds high rank on the Senate Environment and Public Works Committee. The City's transportation priorities have been submitted to both Committees and await congressional action.

We have been working on a number of other priorities of interest to the city including direct funding of homeland security funds, internet taxation and the

Ms. Kami Dempsey
October 13, 2003
Page 4

potential loss of the City's ability to tax telecommunications services and loss of the ability to collect franchise fees and rights of way fees, cable modem issues, the Post Office conversion to a museum, faith based initiatives, and homeless issues, among others.

Further, we continue to keep City officials informed with regular reports on congressional activities ranging from ergonomics to voting reform to housing issues.

Finally, Ball Janik has acted as liaison to both the National League of Cities and the US Conference of Mayors. In this capacity, we have helped draft resolutions, worked to get city officials represented in the leadership of the organizations, staffed annual meetings and helped the City attract meetings such as the Conference of Mayors sponsored CitiesFirst event, which will occur this month.

SCOPE OF WORK

Ball Janik understands the City's requirements for full time representation in Washington DC. This scope of work includes: general lobbying, monitoring Congressional and agency developments, attendance at hearings; working closely and proactively with the Nevada Congressional Delegation; social opportunities and meeting arrangements for City officials; expanding relationships with key Congressional, White House and agency contacts in Washington that are beneficial to the City's interests; communicating frequently and effectively with designated City officials and personnel; collaboratively developing a federal agenda with the City and identifying desired outcomes; identifying appropriations and grant opportunities; reviewing grant proposals developed by the City; acting as liaison with the National League of Cities, US Conference of Mayors, other state and local organizations; building and attending coalitions of cities with similar interests; occasional travel to Las Vegas or other locations as required by the City and preparing timely, detailed reports, alerts, correspondence, summaries and other documents as necessary.

While the City has not yet outlined and determined its legislative priorities for the coming year, it is likely that among those issues on which the City will want to focus includes: Appropriations Priorities, TEA 21 reauthorization, Water Resources and Development Act, Homeland Security, potential High Threat/High Density designation by the Department of Homeland Security, affordable housing, economic development opportunities, and, additional funding opportunities for the development of the 61 acres.

As the Conference of Mayors meeting in Las Vegas in 2006 draws near, I can also be a valuable resource in helping to plan the meeting or acting as liaison with USCM.

BALL JANIK LLP

Ms. Kami Dempsey
October 13, 2003
Page 5

In conclusion, we strongly believe that we can continue to provide the experience and knowledge necessary to represent the City in 2004. We continue to build on the excellent working relationships we have forged with the City's congressional delegation and we are committed to successfully carrying out the City's legislative agenda for the coming year. I would be happy to respond to any questions or need for further information, so please call me if you have any questions.

Sincerely,



Victoria Cram
Government Relations Consultant

VC:ps

CONTRACT

Legislative and Governmental Relations Consulting Services

THIS CONTRACT is being entered into this 3rd day of December, 2003, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BALL JANIK LLP (hereinafter, "Company") having its principal office at 101 SW Main Street, Portland, Oregon 97204.

SECTION A – Contract Form

This Contract consists of Sections A through F of this document. The subject matter of this Contract is the performance of Legislative and Governmental Relations Consulting Services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this contract:

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

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

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

(d) "*Company*" means the individual, partnership, limited liability company, or corporation obligated to perform Legislative and Governmental Relations Consulting Services for the City under this Contract.

(e) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by an authorized representative of the City.

(f) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(g) "*Legislative and Governmental Relations Consulting Services*" means contracted consulting services including lobbying, monitoring, and miscellaneous activities performed in the Federal Government environment for the benefit of the City of Las Vegas.

(h) "*Lobbying*" means the process of educating Federal legislators/regulators and using a Company's knowledge of the legislative/regulatory process to effect outcomes in keeping with City goals.

(i) "*Monitoring*" means the process of tracking an issue, subject, or industry throughout the legislative and/or regulatory process.

(j) "*Principal Consultant*" means the Company employee whose services are committed to the management and performance of this Contract.

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

B-2 Contract Type

This Contract provides for the payment of a firm-fixed-price fee for monthly services, with reimbursement for specified expenses. The City reserves the right to contract with other providers regarding specific federal issues, based upon the City's need for specialized expertise and experience.

B-3 Prices/Costs

(a) The City will pay the Company a monthly fee for services as follows:

<u>Item No.</u>	<u>Description</u>	<u>Monthly Fee</u>
1A	Consulting Services – Base Period	\$11,500.00
1B	Consulting Services – Option Period 1	\$11,500.00
1C	Consulting Services – Option Period 2	\$11,500.00

(b) The City will pay the Company's reimbursable expenses, subject to the limitations stated in Paragraph B-4, below:

<u>Item No.</u>	<u>Description</u>	<u>Estimated Amount</u>
2A	Reimbursable Expenses – Base Period	\$30,000.00
2B	Reimbursable Expenses - Option Period 1	\$30,000.00
2C	Reimbursable Expenses - Option Period 2	\$30,000.00

(c) Ninety (90) days prior to the expiration of a performance period, the Company shall submit a proposal to the City for an increase or decrease in the monthly fee and estimated amount for reimbursable expenses, for the upcoming option period. The Company shall include a rationale for the proposed price revision, including a demonstration of the performance achievements the Company has produced for the City. Upon submission of the proposal, the City and the Company shall enter into negotiations for a potential revision in prices. Any increase for Option Period 1 (Items 1B and 2B) over that of the Base Period (Items 1A and 2A) shall not exceed five percent (5%). Any increase for Option Period 2 (Items 1C and 2C) over the revised prices for Option Period 1 (revised Items 1B and 2B) shall not exceed five percent (5%).

(d) Upon failure to reach an agreement on revised prices under (c), above, the Company may provide ninety (90) days written notice to the City and terminate performance at the end of the notice period. The City retains its rights to terminate at any time under Paragraph E-3, "Termination for Convenience". Payments during the notice period will be made at the existing prices.

(e) Price revisions, if any, will be accomplished by a written modification to the Contract, and made retroactive to the beginning of the affected Option Period.

B-4 Reimbursable Expenses

(a) Reasonable travel expenses will be paid when services are performed on behalf of the City. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare and other travel expenses if they are reasonably related to accomplishment of this Contract. The Company generally shall coordinate all travel in advance with the City's Project Manager.

(b) The City will reimburse other reasonable expenses, when authorized by the City's Project Manager, provided such expenses are directly related to performance of this Contract. The City will not reimburse expenses that are included in the Company's overhead accounts, in accordance with the Company's normal accounting practices. Other expenses specifically excluded from reimbursement are: incoming/outgoing faxes, office supplies, and expenses not solely for the benefit of the City of Las Vegas (unless fairly and clearly apportioned).

(c) The Estimated Amount stated in B-3, above, is the maximum amount, which the Company may claim for reimbursement during any two-year period of performance. The Company must obtain approval from the Project Manager to exceed fifty percent (50%) of the Estimated Amount in any one year.

B-5 Performance/Delivery

The period of performance (Base Period) shall be from January 1, 2004 through December 31, 2005. The City may, at its sole option, extend the period of performance for up to two (2) two-year periods beyond December 31, 2005. Option Period 1 shall be from January 1, 2006 through December 31, 2007. Option Period 2 shall be from January 1, 2008 through December 31, 2009. The City shall provide written notice to the Company of such extension, and the Company may not assume an automatic renewal. Exercise of a two-year option does not commit the City to exercise further options. Schedules for submittal of deliverables are set forth in Paragraph C-5, "Deliverables".

B-6 FOB Point

The Company shall ship all deliverables FOB Las Vegas. The Company shall ship all deliverables to the City's Project Manager, unless otherwise directed by the Project Manager.

B-7 Invoices

(a) The Company shall submit separate detailed monthly invoices to the City by the twentieth (20th) of each month for the previous month's charges for services provided to the City. All invoices should identify charges against specific line item numbers, should state the date of the invoice, should reference the assigned purchase order number, and should give a brief description of the purpose of any reimbursable expense. Receipts for any reimbursable expenses should be included with the invoice. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. The Company shall submit an original invoice to:

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

(b) The Company shall forward a copy of the original invoice to the City's Project Manager, identified pursuant to Paragraph D-2, "City Responsibilities".

(c) The invoice shall be signed and certified 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

(a) The Company shall provide all personnel and materials required to perform the Legislative and Governmental Relations Consulting Services set forth in this Contract. The Company shall, at all times during the performance period of this Contract, act as an advocate of the City's interests in Washington, D.C. The Company shall provide a daily presence at the United States Congress and provide constant contact with Federal agencies in an effort to promote the interests of the City in legislative and regulatory matters.

(b) The Company shall advocate the City's position on all matters having a potential impact on the City, or which may provide an opportunity for funding or programmatic assistance. The general legislative/regulatory areas of interest for which the Company is responsible are: (1) Housing and Urban Development, (2) Finance and Economic Initiatives, (3) Public Safety and Leisure Services, (4) Transportation, (5) Land Use and Development and (6) Other General Municipal Issues. At a minimum, the Company is expected to focus its efforts on the specific projects set forth in any Federal Program Agenda adopted by the City.

(c) The Company shall maintain flexibility in its use of resources, and shall realign its areas of focus as the City's interests and needs change over the performance period of this Contract. The City's Federal Program Agenda is subject to annual revision, and the Company shall perform services in conformance with such revisions. All revisions will be made at the written direction of the City's Project Manager.

(d) The Company shall perform planning activities for special events and projects, which are reasonably related to the accomplishment of this Contract.

(e) The Company shall perform the services under this Contract in accordance with their proposal set forth in Attachment 2 and the terms of Sections A through E of this Contract, subject to the order of precedence set forth in Paragraph D-10.

C-2 Lobbying Services

(a) The Company shall engage in a proactive effort to educate Federal legislators and regulators regarding the interests of the City. The Company shall undertake this effort, using the Company's knowledge of the legislative and regulatory processes and participants, to effect outcomes in keeping with the City's interests and goals. The Company shall, at all times, perform these services in keeping with the requirements of Federal, State, and local lobbying statutes and regulations, and shall in no circumstances engage in activities which would negatively reflect upon the ethical or business reputation of the City.

(b) The Company shall communicate with members of the Nevada Congressional Delegation on behalf of the City, and shall work with members of the Delegation on specific lobbying activities that benefit the City.

(c) The Company shall attend committee hearings and public functions specifically associated with the identified interests of the City, and shall promote the interests of the City at these forums. The Company shall meet with members of Congress and their staff, as well as officials and staff of executive departments to generate support for the City's position on legislative/regulatory matters.

C-3 Monitoring Services

The Company shall provide monitoring services for the areas of interest set forth in Paragraph C-1, above. These monitoring services shall include screening bills for legislation that may impact

the City, reporting the progress of legislation potentially impacting the City, reporting budget actions of interest, reporting funding opportunities, reporting the progress/outcome of committee hearings, reporting of opposition arguments, reporting significant information appearing in Congressional media, and reporting on legislative voting records. The monitoring services also shall include reporting of routine regulatory activities, agency and Congressional staff activities, funding activities, and special regulatory initiatives of executive departments.

C-4 Miscellaneous Services

(a) The Company shall act as a liaison for members of the City Council or other City officials during their visits to Washington. The Company shall coordinate travel/meeting arrangements for such visits when requested by the City's Project Manager. Such arrangements shall include arranging hotel accommodations and transportation, setting up meetings/briefings with appropriate congressional or executive department officials, and providing appropriate social forums for introducing City officials to members of Congress or other individuals expected to impact City interests. The Company shall prepare briefing materials and/or conduct briefings for City officials during such visits. The Company is not authorized to incur reimbursable costs under this Contract for the sponsorship of political fundraising events, nor is it authorized to utilize City personnel, material, or facilities for such events.

(b) The Company shall travel to Las Vegas to provide briefings to City officials, when requested by the City's Project Manager.

(c) The Company shall review and comment on proposals of the City which are being prepared for submission to federal agencies when requested by the City's Project Manager. The Company shall recommend and perform appropriate liaison and follow-up work to obtain the most favorable consideration of such proposals.

(d) The Company shall confer with the Project Manager, and other City officials as directed by the Project Manager, and assist in the development of a Federal Program Agenda for the City. The Federal Program Agenda will outline the City's legislative and executive branch priorities and interest areas, and will set forth a specific action plan for the following year. The Federal Program Agenda will also identify major issues which may potentially affect the City and which are expected to be debated by Congress or the Administration. The Company shall assist in the coordination and implementation of the Federal Program Agenda.

C-5 Deliverables

(a) The Company shall provide a monthly report that details specific activities undertaken by the Principal Consultant, or other Company employees, on behalf of the City. The report should include a description of services/activities performed, expected or actual results of the activity undertaken, and future projected activities. Emphasis should be placed on those activities that produce identifiable, direct results for the City. The report should address specifics, such as people contacted, committee hearings attended, and specific outcomes. The report should also contain an outline of the status of significant legislation. The report is due by the 15th of the month following the month being reported.

(b) The Company shall provide to the City information gathered in the performance of monitoring services. The Company shall provide this information in an electronic format compatible with Microsoft OUTLOOK and WORD 2000. The Company shall provide this information in a manner that will afford the City timely access to the information, but in no case less often than monthly.

(c) The Company shall provide special reports or draft correspondence for the City, when circumstances warrant, or when specifically requested by the City's Project Manager. The Project Manager will establish reasonable completion dates for these tasks.

(d) The Company shall provide a report to the City, which thoroughly sets forth the Federal Program Agenda developed in conjunction with the City, pursuant to Paragraph C-4(d) above. The Federal Program Agenda will be revised annually, and the Company shall submit a report to the City by December 20th of each year of Contract performance; such report reflecting the revised Federal Program Agenda for the upcoming year. The City will give the Company written notice of acceptance of the report, and the Company will be expected immediately to redirect its overall performance of services to implement the Federal Program Agenda.

SECTION D – Special Clauses

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

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

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: James A. Beall, Managing Partner
 Ball Janik LLP
 101 SW Main Street
 Portland, Oregon 97204
 Fax: (503) 295-1058

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Principal Consultant, as appropriate.

D-2 City Responsibilities

The City will designate a Project Manager for this Contract within fifteen (15) days of the Award Date. The City will provide written notice of this appointment to the Company, and will provide notice of any subsequent changes. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract. The Project Manager will provide all general direction to the Company regarding Contract performance. The Project Manager will act as the primary interface between the City and the Company, will provide guidance regarding the City's goals and policies, and will coordinate all trips made between Las

Vegas and Washington, D.C. The Project Manager is not authorized to waive or change any material terms of the Contract.

D-3 Company Personnel

(a) The Company shall assign a Principal Consultant to oversee performance of services under this contract. The Principal Consultant shall be the point of contact for all performance matters arising under this Contract. The Principal Consultant shall be available to meet with the City's Project Manager to discuss performance status or issues as the need arises. The Principal Consultant shall ensure that all contract and performance matters are coordinated with the City's Project Manager. The Company shall assign such other personnel as necessary to meet the requirements of this Contract.

(b) The Company shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Company is expected to promote the interests of the City, and may entertain a request from the City to replace a Company employee, with an individual possessing similar qualifications, should the City reasonably conclude that the employee may not be adequately representing the interests of the City.

D-4 Performance Reviews

(a) During the performance period of this Contract, the Company's compliance with the specific provisions of the Contract is subject to review by the City. Should deficiencies be found, the Company shall correct the deficiencies in a commercially reasonable period of time. Uncorrected material deficiencies may be subject to the provisions of Paragraph E-4, "Termination for Default".

(b) If continuing non-material deviations from expected performance are found, the City may terminate the Contract in whole or in part, with no liability to the City. Should the City determine that the performance deviations are material, the City reserves the right to terminate for default.

D-5 Warranty – Services

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

D-6 Conflict of Interest - Clients

(a) The Company shall not perform services for the City should there be a direct, material conflict between the interests of the City and the interests of another of the Company's clients. Should such a potential conflict become known, the Company immediately shall inform the City's Project Manager, who will make a determination regarding the extent and impact of such conflict. The Company shall take action to mitigate the effect of such conflict, and the City reserves the right to immediately terminate the Contract should the City determine that such conflict is material.

(b) The Company shall inform the City regarding representation of any entity that supports anti-gaming legislation/regulation, or that supports the storage of nuclear waste in Nevada.

Legislative and Governmental Relations Consulting Services**Contract No. 040085**

(c) The Company has a continuing obligation, during the entire performance period of this Contract, to disclose any potential conflicts of interest and is expected to zealously promote the interests of the City.

D-7 Key Personnel

The following individuals are deemed to be "Key Personnel", and are essential to the performance of this Contract. These individuals cannot be replaced without the written consent of the City: **Victoria Cram- Principal Consultant**

D-8 Licenses

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses applicable to the work performed under this Contract.

D-9 Intellectual Property Rights

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

D-10 Order of Precedence

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

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".

(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) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

(b) The City shall be named as an additional insured party 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 and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. The City for its protection may retain any money due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(b) It is expressly agreed that the Company shall defend the City, and each of them, against the Liabilities and in the event that the Company fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

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

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

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

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

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

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

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

(a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to

Legislative and Governmental Relations Consulting Services**Contract No. 040085**

audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

(b) The Company agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 and all supporting documents are deemed to be public records.

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

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the

City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

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

(c) The obligations of confidentiality shall survive the termination of this Contract.

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

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

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

The City reserves the right to reduce 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.

Legislative and Governmental Relations Consulting Services

Contract No. 040085

SECTION F – List of Attachments/Exhibits

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

<u>Identifier</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16 (c)]	Nov 2003	3
Attachment 2	Company's Proposal Letter [Paragraph C-1(e)]	10/14/03	5

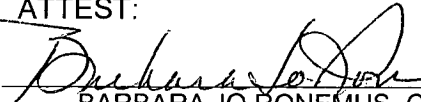
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS


KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11-20-03
Date

BALL JANIK LLP


JAMES A. BEALL, Managing Partner

"Company"

City of Las Vegas

Agenda Item No.: 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the annual Federal Emergency Management Agency (FEMA) Emergency Management Preparedness Grant in the amount of \$334,506 (\$167,253 City contribution - General Fund) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$167,253 (50% CLV match)

☒

Budget Funds Available

Dept./Division: Fire & Rescue/Emergency Mgmt.

☐

Augmentation Required

Funding Source: FEMA and General Fund

PURPOSE/BACKGROUND:

Las Vegas is subject to fires, flash floods, heat waves, high winds, lightning strikes, chemical spills, terrorism, airplane crashes, hail, small tornados, and earthquakes. All of these can affect our citizens, tourists, and the economy. This grant funds fifty percent (50%) of our Office of Emergency Management allowing for the development of emergency plans, participation in training opportunities, and conducting emergency exercises to enhance the City of Las Vegas' ability to respond to emergencies. The City's Internal Grants Committee reviewed and approved this grant on June 12, 2003.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval and that the grant application be executed by the City's Emergency Manager.

BACKUP DOCUMENTATION:

1. Letter of Award
2. DEM Form 98-3, May 2003
3. DEM Form 98-4, May 2003
4. DEM Form 98-7, EMPG, May 2003

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

KENNY C. GUINN
Governor

STATE OF NEVADA

RICHARD KIRKLAND
Director

FRANK S. SIRACUSA
Chief

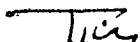


DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

2525 S. Carson Street
Carson City, Nevada 89711
(775) 687-4240 • Fax (775) 687-6788

October 17, 2003

Timothy McAndrew, Emergency Manager
City of Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986


Dear Mr. McAndrew:

The Division of Emergency Management has reviewed your Emergency Management Performance Grant (EMPG) budget request for federal fiscal year 2004. The combination population-based and assessed-value-based funding formula approved at the Emergency Management Director's Conference on August 5-6, 2003, has been utilized for distribution of the FFY 04, EMPG grant funds. In accordance with this formula, City of Las Vegas is entitled to receive a total award in the amount of \$167,253.00.

Using the new dollar amount, please adjust your budget figures and complete the Approved Budget Summary for Project and the Approved Budget Detail by Category forms that were previously sent to you on disk in your application packet and submit them to this office by November 3, 2003. We will then prepare and issue your Formal Notice of Grant Award for federal fiscal year 2004.

We appreciate the time and effort you have taken in preparation for this fiscal year's activities and we look forward to a productive year. If you have any questions or require additional information, please do not hesitate to call.

Again, thank you for your usual fine cooperation.

Cordially,


Frank S. Siracusa
Chief

FSS:cll

State of Nevada
Department of Public Safety
Division of Emergency Management

EMPG Approved Budget Summary for Project

Subgrantee: City of Las Vegas	Federal Grant Funds (50% of total):	\$167,253.00
Address: 500 N. Casino Center Blvd.	Matching Funds (50% of total):	\$167,253.00
Las Vegas, NV 89101	Total	\$334,506.00
Approval:	GRANT: EMPG 2004	
Grant Period 10/1/03 -9/30/04		

CATEGORY	TOTAL PROJECT COSTS
Personnel/Fringe Benefits	\$266,755.00
Consultant/Contracts	\$
Travel	\$12,400.00
Supplies/Operating	\$32,351.00
Equipment	\$20,000.00
Training	\$3,000.00
Other	0.00
TOTAL	\$334,506.00

This award is subject to the requirements (General and Fiscal Conditions, including General Operating Policies) established by the Division of Emergency Management of the Nevada Department of Public Safety.

<u>DEM APPROVAL</u>	<u>SUBGRANTEE ACCEPTANCE</u>
Frank S. Siracusa, Chief	Tim McAndrew, Emergency Manager
(Name of DEM Chief)	(Name and Title of Emergency Manager)
X	
Signature Date	Signature Date

State of Nevada
Department of Public Safety
 Division of Emergency Management
 Approved Budget Detail by Category

GRANT: EMPG

FFY: 04

CATEGORY	COST	TOTAL PROJECT COSTS
Salaries (including benefits)		
1. Emergency Manager	\$111,681.00	\$111,681.00
2. Management Analyst-II	\$80,505.00	\$80,505.00
3. Senior Office Specialist-II	\$65,557.00	\$65,557.00
4. Grants Analyst (10% FTE)	\$9,012.00	\$9,012.00
Consultant/Contract		
1.	\$	\$
2.	\$	\$
3.	\$	\$
Travel		
1. IAEM Annual Conference	\$1,900.00	\$1,900.00
2. IAEM Mid-Year Conference	\$1,900.00	\$1,900.00
3. FEMA Trips (4 ea.)	\$200.00	\$800.00
4. Misc. travel to Carson City and other	\$7,800.00	\$7,800.00
EM related business		
5.	\$	\$
Supplies/Operating		
1. Communications equipment	\$5,400.00	\$5,400.00
2. Office supplies	\$2,271.00	\$2,271.00
3. Postage & shipping	\$500.00	\$500.00
4. Printing & reproduction	\$4,000.00	\$4,000.00
5. Books & maps	\$300.00	\$300.00
6. Dues & subscriptions	\$500.00	\$500.00
7. Computer maintenance/cap. recovery	\$7,000.00	\$7,000.00
8. Vehicle maintenance (2 ea.)	\$4,640.00	\$9,280.00
9. Vehicle insurance (2 ea.)	\$900.00	\$1,800.00
10. Vehicle fuel (2 ea.)	\$650.00	\$1,300.00
Equipment		
1. EOC equipment, including A/V and tele/videoconference equipment, etc.	\$20,000.00	\$20,000.00
2.	\$	\$
3.	\$	\$
Training		
1. Education materials for ICS and EM related courses	\$3,000.00	\$3,000.00
2.	\$	\$
3.	\$	\$
Other		
1.		
2.	\$	\$
TOTAL		334,506.00

Federal Fiscal Year 2004 Annual Workplan

Reporting period: Initial _____
 Qtr 1 _____
 Qtr 2 _____
 Qtr 3 _____
 Qtr 4 _____

Emergency Manager:

ACTIVITY	DESCRIPTION	START DATE	FINISH DATE	% COMP	COMMENTS
Required Planning	1. Revise/update Emergency Ops Plans and/or annexes. 2. Conduct risk & vulnerability assessments. 3. Support city's first responders and supportive agencies/departments.				1. Continue routine revisions and development of supporting documents for ESF annexes with City Departments and supporting agencies. 2. Continue risk & vulnerability assessments in conjunction with local public safety and other specialty disciplines in an effort to prevent terrorism events and to ensure the city's response capabilities should an terrorism incident occur. Manage grant materials to meet these objectives. 3. Provide administrative support to city first-responders and supporting departments to ensure all-hazard readiness.
Required Training	Develop and conduct emergency management training course(s)				Continue Incident Command System (ICS) training for City officials, department staff and community partners
Required Exercise	Plan, conduct and evaluate emergency management exercise(s)				1. Tabletop Exercise 2. Functional Exercise 3. Full-scale exercise
Required Elective	Mitigation project				Complete Pre-Disaster Mitigation Plan pursuant to 44 CFR Part 201.6.
Optional Elective	Continue Las Vegas Citizen Corps programs				Continue Community Emergency Response Team (CERT) recruitment and training program. Continue partnerships with allied Citizen Corps organizations.
Optional Elective	Participate in public information officer (PIO) - joint information center (JIC) training seminar.				Co-sponsor this event with the Las Vegas Fire & Rescue Department.
Optional Elective	Continue public education relative to severe weather and other community-specific hazards in Las Vegas				Continual partnerships with the National Weather Service, Clark County Regional Flood Control District, Clark County Health District, American Red Cross and other allied agencies.

Signature _____

Date _____

Emergency Manager

City of Las Vegas

Agenda Item No.: 27

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: F. CLAUDETTE ENUS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of payment for a permanent partial disability award - Claim #WC03040072 - as required under the workers' compensation statutes (\$28,057 - Workers' Compensation Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$28,057**☒**Budget Funds Available****Dept./Division: Human Resources/Insurance Svcs**☐**Augmentation Required****Funding Source: Workers' Compensation Internal Service Fund****PURPOSE/BACKGROUND:**

An Animal Control Officer was diagnosed with a Left Bicep Tendon Rupture after lifting a large dog into the truck. He has been rated by a state authorized medical doctor who determined that the injury resulted in a 10 percent whole body impairment.

RECOMMENDATION:

Approval of the \$28,057 payment for permanent partial disability award.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to add projects (Crossroads Commons and the Desert Living Center Gardens at the Las Vegas Springs Preserve and the expansion of Heritage Park at the Las Vegas Natural History Museum) to the list of projects 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 projects for the Las Vegas Valley Water District and the Las Vegas Natural History Museum 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:

BROWN - APPROVED - UNANIMOUS with MACK excused

MINUTES:

COUNCILMAN BROWN plugged the unparalleled Las Vegas Springs Preserve project which will be a great legacy for generations to come. The issue was raised that the City is in search of a home for the original Las Vegas railroad cottages. These are a critical part of the community's history and must be preserved. PAT MULROY, General Manager of Las Vegas Valley Water District, assured COUNCILMAN BROWN that they will take the buildings and work with staff to make it happen. She thanked the City for its support and expressed her anticipation of the City's Centennial.

There was no further related discussion.

(9:49 - 9:54)

1-1292

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3, 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. Two additional projects are being forwarded for approval to add to the list.

The first project is proposed by the (LVVWD) and 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 \$25.5 million.

The second project is proposed by the Las Vegas Natural History Museum and is for the expansion of Heritage Park, adjacent to the Museum, which is located in the "Cultural Corridor," north of Downtown along Las Vegas Boulevard. The Las Vegas Natural History Museum is a private, non-profit institution dedicated to educating the public in the natural sciences - both past and present. Through its interactive exhibits, educational programs, and the preservation of its collections, the Museum strives to instill an understanding and appreciation of the world's wildlife and ecosystems and explore the human relationship with the environment

This proposed project would enhance Heritage Park and allow the Las Vegas Natural History Museum to expand its facility to create additional exhibits which will in turn increase the Museum's ability to provide environmental educational programming. Expansion of Heritage Park will increase the effectiveness of public land for cultural and parks and recreation opportunities, and improve existing recreation space for neighborhood residents and visitors of the Cultural Corridor institutions. The Las Vegas Natural History Museum facility expansion will allow the Museum to better preserve its collections, expand its educational exhibits that focus on wildlife and environment conservation, and increase its environmental educational programming opportunities to Clark County School District children and other public visitors. The estimated cost of the project is \$4 million.

These projects will add to the City's list of projects and increase the total amount for all projects to \$184.735 million. These projects will be combined with those proposed by other governmental agencies and be forwarded to the BLM in January.

City of Las Vegas

Agenda Item No.: 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of an Engineering Services Agreement between VTN Nevada and the City of Las Vegas for pre-design analysis for the Upper Las Vegas Wash Facility Study (\$240,176 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$240,176**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Clark County Regional Flood Control District****PURPOSE/BACKGROUND:**

This agreement between VTN Nevada and the City will provide pre-design analysis. The pre-design report is intended to further refine these existing facilities in the Northwest prior to development of the area. The study will look at the necessary width and alignment of these facilities as well as how they will interact with the future roadway network. The pre-design report will also identify any right-of-way requirements and the need for any future channels, detention basins or the need to expand the Upper Las Vegas Wash Detention Basin to protect downstream properties.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Services Agreement

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

ENGINEERING SERVICES AGREEMENT FOR THE UPPER LAS VEGAS WASH FACILITY STUDY

THIS AGREEMENT is made and entered into this 3 day of December 2003, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and VTN Nevada, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to complete the Upper Las Vegas Wash Facility Study including hydrologic and hydraulic modeling in a formal report (herein the "Project") and shown on Exhibit "H"; and

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

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

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

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

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

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

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

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

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the

Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Two Hundred Forty Thousand One Hundred Seventy Six dollars (\$240,176) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit

"A" which is completed by the Consultant. The total payments to the Consultant for the completion of these tasks shall not exceed Two Hundred Forty Thousand One Hundred Seventy Six dollars (\$240,176) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Zero dollars (\$0) without the prior written approval of the City.

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

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

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

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

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for

the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

10.03 Termination for Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

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

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

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

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant,

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

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

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

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

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

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

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

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

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

following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

E. *Self-Depletion Policies Prohibited.* Each policy of insurance required herein shall not be self-depleting in its coverage.

10.06 *Indemnity.* Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent, intentional or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

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

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced,

qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

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

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

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

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

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Charlie Kajkowski, P.E.
Fax: (702) 868-6374

TO CONSULTANT:

VTN Nevada
2727 S. Rainbow Blvd.
Las Vegas, NV 89146
Attn: Ken Gilbreth, P.E.
Fax: (702) 247-4262

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

10.20 *Dispute Resolution.*

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

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

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting

therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

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

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

D. *Notice of Claim.* In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

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

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

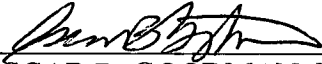
10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of March 8, 2002.

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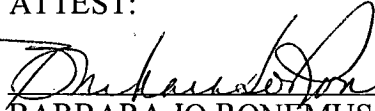
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

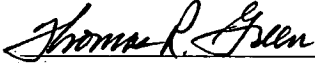
By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10/22/03
Thomas R. Green ^{Date}
Deputy City Attorney

UTN Neunka
By: 
Its: Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)
Exhibit "H"	Project Location Map

EXHIBIT A SCOPE OF SERVICES

PROJECT: UPPER LAS VEGAS WASH FACILITY STUDY
CONSULTANT: VTN NEVADA

The CONSULTING services covered by this AGREEMENT between the City of Las Vegas (CITY), and VTN Nevada (CONSULTANT) involves the preliminary design and cost estimates. The PROJECT shall include:

- TASK 1 - PROJECT CONTROLS / MEETINGS
- TASK 2 - PRELIMINARY DESIGN SUBMITTAL

The pre-design analysis applies to the Upper Las Vegas Wash Facility Study (UPWE 0000 thru UPWE 0447 which is a tributary to LVUP 0910).

The pre-design report is intended to further refine these existing facilities in the Northwest prior to development of the area. The study will look at the necessary width and alignment of these facilities as well as how they will interact with the future roadway network. The pre-design report will also identify any right-of-way requirements and the need for any future channels, detention basins or the need to expand the Upper Las Vegas Wash Detention Basin to protect downstream properties.

DESIGN STANDARDS

The following reference materials shall be used as standards for design work performed under this AGREEMENT:

1. CCRFCD Policies and Procedures
2. CCRFCD Hydrologic Criteria and Drainage Design Manual
3. Uniform Standard Plans and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area
4. CITY Standards

TASK 1 PROJECT CONTROLS / MEETINGS

TASK 1 activities will require the CONSULTANT to develop and maintain the PROJECT controls to execute the engineering design contract and provide PROJECT administration and management during the PROJECT. This task shall consist of the following work items:

SUBTASK 1.1 MANAGEMENT

The CONSULTANT shall prepare the PROJECT schedule, prepare and oversee PROJECT controls, prepare progress reports (monthly cycle), oversee technical staff and subconsultant contracts, and review invoices.

SUBTASK 1.2 ADMINISTRATION

The CONSULTANT shall prepare and administer subconsultant agreements, prepare and maintain PROJECT costs and budget controls, review and process manpower and PROJECT expenditures, prepare invoices (monthly billing cycle), and perform other administrative tasks such as copying, filing, mailing, etc.

SUBTASK 1.3 MEETINGS

Attend monthly meetings with the CITY's project manager, CCRFCD, CNLV, and CCPW, which will include design review meetings at Draft Pre-design and Final pre-design submittal levels, and CCRFCD coordination meetings. Prepare and distribute meeting minutes for all meetings attended by CONSULTANT. Prepare and update PROJECT schedule.

SUBTASK 1.4 QUALITY CONTROL

Prepare quality control/quality assurance plan at the start of the PROJECT, and perform a quality assurance review at the prior to Final Pre-design level. The quality assurance review shall be performed by specialized personnel external to the team and shall assess the design plans for technical adequacy, clarity of presentation, practicality, and overall suitability for the scope of work. The quality control/quality assurance plan shall define the specific roles and responsibilities of the PROJECT team members and the specialized personnel external to the team with respect to quality services.

The above TASK 1 activities will take place at various times throughout the duration of the PROJECT, and will be performed concurrently with all other tasks.

TASK 2 PRE-DESIGN SUBMITTAL

TASK 2 activities will be for the purpose of compiling information and the analysis of this data from which the Pre-design documents are to be prepared. TASK 2 activities will be documented in a Draft Pre-design Report and Final design Report. CONSULTANT will submit ten (10) copies of the TASK 2 – Draft Pre-design Report for CITY, CCRFCD, CNLV, and CCPW review.

TASK 2 activities will include the following subtasks for which the CONSULTANT shall:

SUBTASK 2.1 RESEARCH AND DATA COLLECTION

- a) Consult with the CITY to obtain proposed land uses to be used in the study area.
- b) Obtain and review as-built plans and proposed project plans that may affect the PROJECT Study.
- c) Obtain documentation from the CITY on all existing Right-of-Way and/or easements.
- d) Obtain and review private development and master-plan level drainage studies for the PROJECT area from CITY.
- e) Charrette Map
- f) Coordinate with City of Las Vegas Comprehensive for the land use study in this area
- g) Coordinate with the City of Las Vegas Right-of-Way Section for the right-of-way requirements of the Outer Beltway

SUBTASK 2.2 SURVEYS/MAPPING

The CONSULTANT shall:

- a) All benchmarks and vertical and horizontal survey control points shall be coordinated with and approved by the CITY Surveyor.
- b) Set panel points for aerial mapping. Establish X, Y, and Z coordinates of the panel points to provide to aerial company to generate 2' C.I. @ 1"=100' scale.

SUBTASK 2.3 PRELIMINARY GEOTECHNICAL ANALYSIS

The CONSULTANT shall provide preliminary geotechnical services to include research, field investigation, and analysis to develop geotechnical preliminary recommendations for the study of the drainage facilities.

- a) Analysis or research, field and laboratory results shall allow formulation of geotechnical recommendations for the design and construction for the PROJECT. These will include excavation characteristics, grading and filling requirements, and identification of recognizable construction problems.

SUBTASK 2.4 PRELIMINARY HYDRAULIC / HYDROLOGIC STUDY

The CONSULTANT shall:

- a) Delineate drainage boundaries and evaluate drainage that contributes flow to the PROJECT. The 2002 CCRFCD MPU should be used as guides to develop basin boundaries.
- b) Review existing drainage information compiled during the research and data collection stage.
- c) Review existing drainage patterns, and determine future drainage patterns. Calculate anticipated flows affecting and affected by roadway design and recommend size and location of drainage facilities.
- d) Land uses within pertinent drainage basins as defined by the MPU used to estimate surface area and run-off characteristics for 100-year flows impacting the PROJECT. Compare these flows to the 2002 CCRFCD MPU.
- e) Utilize the Water Surface Pressure Gradient (W.S.P.G.) program and/or HEC-RAS to analyze and route 100-year flows that will be collected by the PROJECT and discharged in the existing Upper Las Vegas Wash Detention Basin.
- f) The Draft and Final Pre-design Report documenting the results of the hydrologic investigations. The drainage report shall include drainage basin maps with 100-year flows at concentration point along the PROJECT limits. The drainage basin map shall include flow arrows delineating the concentration point of each sub-basin.

SUBTASK 2.5 ALTERNATIVES

CONSULTANT shall prepare up to three (3) alternative plans (one of the alternatives will be a new detention basin near the upstream end of UPWE 0000). The alternatives will analyze the proposed 1000 feet of a natural flood drainage facility as proposed in the 2002 MPU and develop alternatives in lieu of. The alternatives will preliminarily address the impact of the future beltway to the existing levee west of the Upper Las Vegas Detention Basin. The alternatives will show:

- 1) Horizontal plans showing proposed major culverts crossings, future bridges, channel improvements, access ramp, energy dissipater, etc.
- 2) Channel profiles showing grade breaks, slope, top of bank, channel invert and HGL.
- 3) The alternatives will look at increasing the capacity of the Existing Upper Las Vegas Wash Detention Basin
- 4) Grading footprint of a new detention basin to the 30% Level
- 5) Preliminary determination of existing Right-of-Way (based on assessors maps). Show property lines, ownership names, and assessors parcel identification along the PROJECT.
- 6) Preliminary cost estimate

TASK 3 DELIVERABLES

Final Pre-Design Report (10 copies)

Once the CONSULTANT receives all the comments from City of Las Vegas (CITY), Clark County Regional Flood Control District (CCRFC), CCPW, and CNLV the CONSULTANT will finalize the selected alternative in the Final Pre-Design Report. The CONSULTANT will also prepare a Master Plan Update for the selected alternative (if required).

EXHIBIT B
ADDITIONAL SERVICES

I. Other Services Required by City

A. Meetings (beyond the meetings in Subtask 1.3)

B. Environmental Analysis

C. Right-of-Way Exhibits and Legal Descriptions

EXHIBIT C
UPPER LAS VEGAS WASH FACILITY STUDY
PROJECT SUMMARY

TASK 1: PROJECT CONTROLS/MEETINGS**Labor Costs**

Subtask 1.1: Management	80	hrs.	\$8,580.00
Subtask 1.2: Administration	80	hrs.	\$8,580.00
Subtask 1.3: Meetings	112	hrs.	\$11,976.00
Subtask 1.4: Quality Control	78	hrs.	\$10,530.00

TASK 2: PRE-DESIGN SUBMITTAL**Labor Costs**

Subtask 2.1: Research and Data Collection	120	hrs.	\$15,480.00
Subtask 2.2: Surveys / Mapping	89	hrs.	\$13,380.00
Subtask 2.3: Preliminary Geotechnical Analysis	40	hrs.	\$6,180.00
Subtask 2.4: Preliminary Hydraulic / Hydrologic Study	450	hrs.	\$46,120.00
Subtask 2.5: Alternatives	630	hrs.	\$65,270.00

TASK 3: DELIVERABLES**Labor Costs**

Task 3.0: Deliverables	90	hrs.	\$9,330.00

SUBTOTAL:

Subtotal Labor Costs			\$195,426.00

PROJECT STAFFING TIME BREAKDOWN:

Project Manager	212	hrs.	Technician	260	hrs.
Team Leader	339	hrs.	Land Surveyor	4	hrs.
Project Engineer	334	hrs.	Survey Crew	88	hrs.
Engineer	310	hrs.	Survey Tech	20	hrs.
			Clerical	222	hrs.

TOTAL HOURS: 1,769 hrs.

SUBCONSULTANT/MISCELLANEOUS COSTS:

Owens	\$3,000.00
Aerial Mapping	\$36,250.00
Misc.	\$5,500.00

SUCONSULTANT SUBTOTALS:

Subconsultant Subtotals:	\$44,750.00

PROJECT TOTAL:

PROJECT TOTAL:	\$240,176.00

Upper Las Vegas Wash Facility Study

ACTIVITY / TASK		FEE ESTIMATE PERSONNEL HOURS										COSTS		
Description		Project Manager	Team Leader	Project Engineer	Engineer	Technician	Land Surveyor	Survey Crew	Survey Tech	Clerical	Total Hours	Labor	Other Direct	Total Cost
		165	144	90	85	90	105	185	90	60				
TASK 1	PROJECT CONTROLS / MEETINGS													
1.1	Management	20	20							40	80	\$8,580.00		\$8,580.00
1.2	Administration	20	20							40	80	\$8,580.00		\$8,580.00
1.3	Meetings	24	24	24						40	112	\$11,976.00	\$1,500.00 ³	\$13,476.00
1.4	Quality Control	18	40	20							78	\$10,530.00		\$10,530.00
SUBTOTAL		82	104	44	0	0	0	0	0	120	350	\$39,666.00	\$1,500.00	\$41,166.00
TASK 2	PRE-DESIGN SUBMITTAL													
2.1	Research and Data Collection		20	20	40			40			120	\$15,480.00		\$15,480.00
2.2	Surveys / Mapping		15				4	48	20	2	89	\$13,380.00	\$36,250.00 ²	\$49,630.00
2.3	Preliminary Geotechnical Analysis	20	20								40	\$6,180.00	\$3,000.00 ¹	\$9,180.00
2.4	Preliminary Hydraulic/Hydrologic Study	40	80	110	100	80				40	450	\$46,120.00	\$1,500.00 ³	\$47,620.00
2.5	Alternatives	60	80	140	170	160				40	650	\$65,270.00	\$1,000.00 ³	\$66,270.00
SUBTOTAL		120	215	270	310	240	4	88	20	82	1349	\$146,430.00	\$41,750.00	\$188,180.00
TASK 3	DELIVERABLES													
		10	20	20		20				20	90	\$9,330.00	\$1,500.00 ³	\$10,830.00
SUBTOTAL		10	20	20	0	20	0	0	0	20	90	\$9,330.00	\$1,500.00	\$10,830.00
TOTAL		212	339	334	310	260	4	88	20	222	1789	\$195,426.00	\$44,750.00	\$240,176.00
GRAND TOTAL												\$240,176.00		

1) Owens 2) Aerial Mapping 3) MISC.

**EXHIBIT E
SCHEDULE**

ID	Task Name	Duration	Start	Finish	r		1st Quarter			2nd Quarter			3rd Quart	
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1	PROJECT CONTROLS/MEETINGS	229 days	Mon 11/3/03	Fri 6/18/04										
2	Management	229 days	Mon 11/3/03	Fri 6/18/04										
3	Administration	229 days	Mon 11/3/03	Fri 6/18/04										
4	Meetings	229 days	Mon 11/3/03	Fri 6/18/04										
5	Quality Control	164 days	Mon 11/3/03	Wed 4/14/04										
6	PRE-DESIGN SUBMITTAL	164 days	Mon 11/3/03	Wed 4/14/04										
7	Research & Data Collection	90 days	Fri 11/21/03	Wed 2/18/04										
8	Surveys/Mapping	89 days	Mon 11/3/03	Fri 1/30/04										
9	Preliminary Geotechnical Analysis	20 days	Wed 12/17/03	Mon 1/5/04										
10	Preliminary Hydraulic/Hydrologic Study	120 days	Wed 12/17/03	Wed 4/14/04										
11	Alternatives	100 days	Mon 1/5/04	Tue 4/13/04										
12	DELIVERABLES	120 days	Fri 2/20/04	Fri 6/18/04										
13	Draft Report	46 days	Fri 2/20/04	Mon 4/5/04										
14	CNLV Review	30 days	Tue 4/6/04	Wed 5/5/04										
15	Final Report	44 days	Thu 5/6/04	Fri 6/18/04										

Project: UPPER LAS VEGAS WASH
FACILITY STUDY
Date: Wed 10/15/03

Task



Milestone



External Tasks



Split



Summary



External Milestone



Progress



Project Summary



Deadline



**EXHIBIT F
SAMPLE INVOICE**

CITY OF LAS VEGAS
Department of Design & Development
400 E Stewart
Las Vegas, NV 89101

PROJECT: UPPER LAS VEGAS WASH FACILITY STUDY
ATTENTION: Mark Sorensen, P.E.

Date:
Invoice No.: xxxxx
Job Number: xxx.xxx
Pay Period Beginning to xx-xx-2003

Task No.	Drawing Title/Task Item	Authorized Task Amount	Percent Complete	Amount Earned to Date	Previously Billed Amount	Total Cost This Period
1.0	Project Controls/Meetings					
1.1	Management	\$XX,XXX.XX				
1.2	Administration	\$XX,XXX.XX				
1.3	Meetings	\$XX,XXX.XX				
1.4	Quality Control	\$XX,XXX.XX				
2.0	Pre-Design Submittal					
2.1	Research & Data Collection	\$XX,XXX.XX				
2.2	Surveys/Mapping	\$XX,XXX.XX				
2.3	Prelim Geotechnical Analysis	\$XX,XXX.XX				
2.4	Prelim Hydraulic/Hydro Study	\$XX,XXX.XX				
2.5	Alternatives	\$XX,XXX.XX				
3.0	Deliverables	\$XX,XXX.XX				

Subtotal all Services
(5% Retention)

TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date
Total Amount of Contract \$XXX,XXX.XX
*ADJUSTMENTS
Total Amount Remaining in Contract

EXHIBIT "G"**DISCLOSURE OF PRINCIPALS****UPPER LAS VEGAS WASH FACILITY STUDY**

The principals and partners of VTN NEVADA and all persons and entities holding more than a 1% interest in VTN NEVADA or any principal of VTN NEVADA are the following:

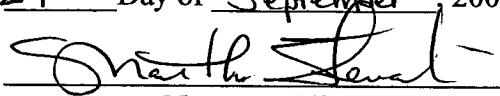
	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Ken D. Gilbreth, P.E.	2727 South Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
2.	Stephen P. Gurlides, P.L.S.	"	"
3.	Gene D. Krametbauer, P.L.S.	"	"
4.	Charley R. Johnson, P.E.	"	"
5.	James A. Thomas, P.E.	"	"
6.	K.D. Weir	"	"
7.	Daniel Bender, P.E.	"	"
8.	Robert Hosea, P.E.	"	"
9.	Anthony Zicari, P.L.S.	"	"
10.	Daniel Hood, P.E.	"	"
11.	Christopher Grubbs, P.E.	"	"
12.	Ian Johnston, P.E.	"	"

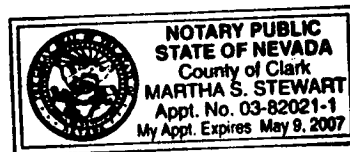
Continue list until full and complete disclosure is made.

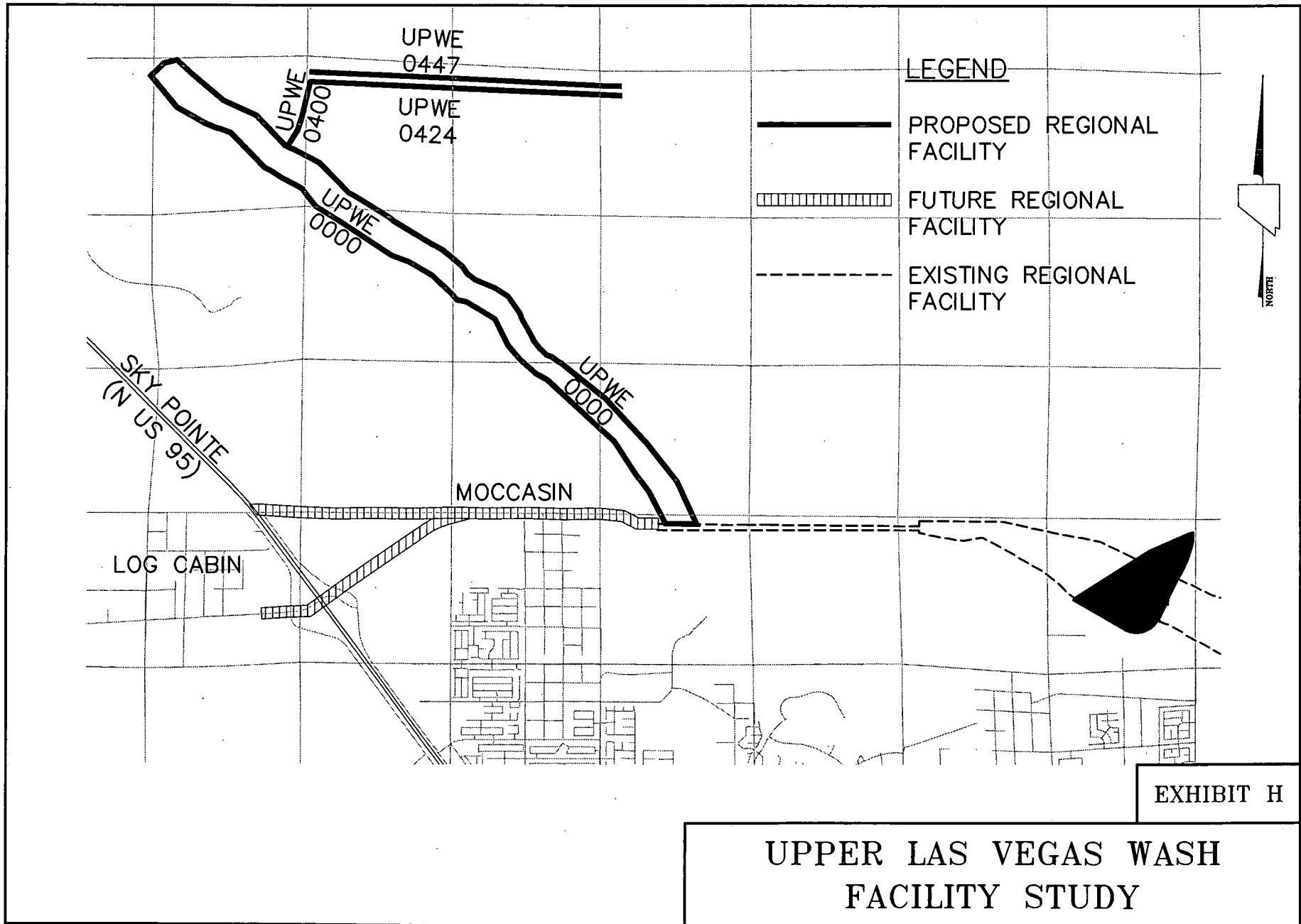
I certify under penalty of perjury, that the foregoing list is full and complete.

By: 
Gene D. Krametbauer, P.L.S.
PRINCIPAL
VTN NEVADA

Subscribed and sworn to before me this
24th Day of September, 2003


Notary Public





City of Las Vegas

Agenda Item No.: 30

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of an Engineering Design Services Agreement between the Louis Berger Group, Inc. and the City of Las Vegas for the pre-design report for the Las Vegas Wash - Middle Branch (\$334,626 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$334,626**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Clark County Regional Flood Control District****PURPOSE/BACKGROUND:**

This agreement between the Louis Berger Group, Inc. and the City will provide Engineering Design Services to include hydrologic and hydraulic modeling for the Las Vegas Wash - Middle Branch.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

**ENGINEERING DESIGN SERVICES AGREEMENT FOR
LAS VEGAS WASH – MIDDLE BRANCH PRE-DESIGN REPORT**

THIS AGREEMENT is made and entered into this 3 day of December, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and the Louis Berger Group, Inc. (herein the "Consultant").

W I T N E S S E T H:

WHEREAS, the City intends to complete the Las Vegas Wash – Middle Branch Pre-Design including hydrologic and hydraulic modeling in a formal report (herein the "Project") and shown on Exhibit "A-1"; and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

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

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

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

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

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside \$334,626 as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in

Exhibit "A" which is completed by the Consultant. The total payments to the Consultant for the completion of these tasks shall not exceed Two Hundred Forty Seven Thousand Nine Hundred Twenty Six Dollars and 00/100 Dollars (\$247,926) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Eighty Five Thousand Dollars and 00/100 Dollars (\$85,000) without the prior written approval of the City.

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

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

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

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

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for

the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

10.03 Termination for Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

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

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

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

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant,

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

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

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

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, and its agents under this Agreement from claims of bodily injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the duration of this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

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

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

C. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$50,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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

following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

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

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

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

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

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Charles Kajkowski, P.E.
Fax: (702) 382-3232

TO CONSULTANT:

Louis Berger Group, Inc
500 Amigo Court
Las Vegas, NV 89119
Attn: Syndi J. Flippen-Dudley, P.E.
Fax: (702) 736-0704

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

10.20 Dispute Resolution.

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

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

B. Non-Fee Disputes. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting

therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

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

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

D. *Notice of Claim.* In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

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

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

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

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of March 8, 2002.

[illegible]

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

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

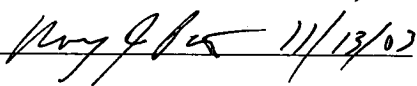
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 11-4-03
Date
Deputy City Attorney

Roger Patton, The Louis Berger Group
By:  11/13/03
Its: Senior Vice President
"Consultant"

EXHIBITS

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

EXHIBIT A

SCOPE OF WORK

LAS VEGAS WASH MIDDLE BRANCH

TASK 1 - PROJECT COORDINATION AND SCHEDULE

1.1 Project Meetings

Following Notice to Proceed, a kickoff meeting will be arranged with the staff of the City of Las Vegas (City), Clark County Regional Flood Control District (District), City of North Las Vegas (CNLV), Clark County Public Works (CCPW) and any other people involved in the project. The purpose of the meeting will be to introduce the project participants, review the project scope and schedule, discuss the project history, obtain input from the agencies, and identify the project requirements and design criteria.

Monthly meetings will be held with City, CNLV, CCPW and District to discuss progress on the project and comments on the submittals. Progress meetings will be scheduled, when possible, to coincide with project milestones.

The Consultant will prepare and distribute an agenda of the items to be discussed at each meeting. Within ten working days, meeting minutes will be distributed summarizing the items of discussion, decisions reached, and items needing further attention or action.

1.2 Project Schedule

A project schedule will be prepared using Microsoft Project. The schedule will show all project activities and sub-activities, milestones, project deliverables, and QA/QC review. The schedule will be updated, as necessary, and distributed at monthly progress meetings.

TASK 2 - DATA COLLECTION AND REVIEW

2.1 Studies and Plans

The Consultant will collect and review available studies, construction drawings, regulatory documents, electronic files, and mapping pertaining to the project. Sources of information will include, but are not limited to:

- CCRFCD Master Plan Update
- CCRFCD Hydrologic Criteria and Drainage Design Manual
- City of Las Vegas Northwest Neighborhood Studies I and II
- Federal Emergency Management Agency Flood Insurance Rate Maps
- Drainage studies and improvement plans for private development, public improvements, utility, roadway and flood control infrastructure from the City, CNLV and CCPW
- Clark County GIS Topography

2.2 Field Reconnaissance

Field reconnaissance will be conducted by the Consultant to verify and supplement data. Existing drainage facilities, utilities, street improvements, and flow patterns will be documented in the field review.

TASK 3 - ALTERNATIVES DEVELOPMENT AND ANALYSIS

3.1 Research and Develop Concept Level Alternatives

The Consultant will research and develop concept alternatives for the Las Vegas Wash Middle Branch storm drain system based on input from the City, CNLV, CCPW and District. Factors to be considered in the alternatives development will include, but shall not be limited to:

- Horizontal and vertical alignment of the facility
- Existing and proposed utilities
- Two possible detention basins on state property
- Existing and future drainage conditions
- Right-of-Way
- Confluence/junction/bend design
- Storm water collection
- Maintenance
- Constructibility
- Construction phasing
- Construction cost estimate

3.2 Hydrologic and Hydraulic Analysis

Hydrologic modeling for the 100-year flow under future conditions is available in the District's Master Plan Update (MPU). The Consultant will use the MPU HEC-1 as a base, and modify it as necessary, to develop flow rates for each alternative alignment. Estimates of the size of alternative storm drain designs will be made based on normal depth calculations.

3.3 Right-of-Way

Property ownership and property lines will be plotted on the preliminary plans based on the Clark County Assessor's maps. Additional right-of-way research, such as reviewing deeds and title reports, will be provided under Task 5.3 upon authorization by the City.

3.4 Concept Level Drawings

Concept level drawings (1" = 200' scale) will be prepared for each alternative with sufficient detail to facilitate discussions and decision-making during progress meetings. Clark County GIS topographic contours (5 ft interval) will be used for the concept level drawings.

3.5 Utilities Research and Schedule

Major utilities will be plotted in plan view on the concept level drawings using planning information available from by the City, CNLV, Las Vegas Valley Water District, Southwest Gas, Cox Cable, Sprint, and Nevada Power. A utility conflict schedule will be prepared for each alternative.

3.6 Cost Estimates

A preliminary cost estimate will be prepared for each concept level alternative.

3.7 Alternatives Summary Memorandum

An Alternative Summary Memorandum will be prepared to summarize the alternatives development, hydrologic/hydraulic analyses, utility conflicts, construction issues, and cost estimates. A preferred alternative will be recommended.

TASK 4 - PRELIMINARY DESIGN

4.1 Preliminary Design Plans

Upon selection of a preferred alternative, the Consultant will advance the improvement plans to the 30% level of completion. The preferred alternative may be a combination of the concept designs developed during the alternatives development phase. The 30% plans will show, at a minimum, the following information:

- Existing ground topographic contours
- Existing structures
- Property ownership and property lines based on Assessor's data
- Horizontal alignment of the storm drain
- Vertical profile of the storm drain including major utility crossings and HGL
- Utilities in plan view
- Grading for one or two detention basins (if recommended in the preferred alternative)
- Detention Basin outfall pipe alignments and profiles (if recommended)
- Removals

Project mapping, including horizontal and vertical control and topographic mapping, will be performed under Task 5.2.

4.2 Hydrologic and Hydraulic Analysis

A detailed hydraulic model will be prepared using WSPG to determine the 100-year flood hydraulic grade line (HGL) for the storm drain structure.

Make revisions to the future conditions hydrologic model, developed in Section 3.2, to reflect any changes in the alignment resulting from the comments by the reviewers. Prepare a separate hydrologic model to assess flow rates under existing drainage conditions.

4.3 Utility Potholing

A pothole plan will be prepared and submitted to the City for review and approval. Potholing and pothole survey services will be conducted under Task 5.4 upon authorization by the City.

4.4 Preliminary Design Report

A Preliminary Design Report will be prepared and submitted for review by the City, CNLV, CCPW and District. The report will:

- Describe the project requirements and goals
- Identify parameters and criteria to be used in the design
- Include an explanation of the design methods and modeling techniques
- Identify potential design constraints
- Discuss results of hydrologic and hydraulic analyses
- Make recommendations for design and construction
- Review the advantages and disadvantages of proposed alternatives
- Contain preliminary design drawings (11" x 17")
- Include an estimate of the construction cost
- Include an Appendix containing the cost estimates, hydraulic calculations and model output

4.5 Quality Control/Quality Assurance Review

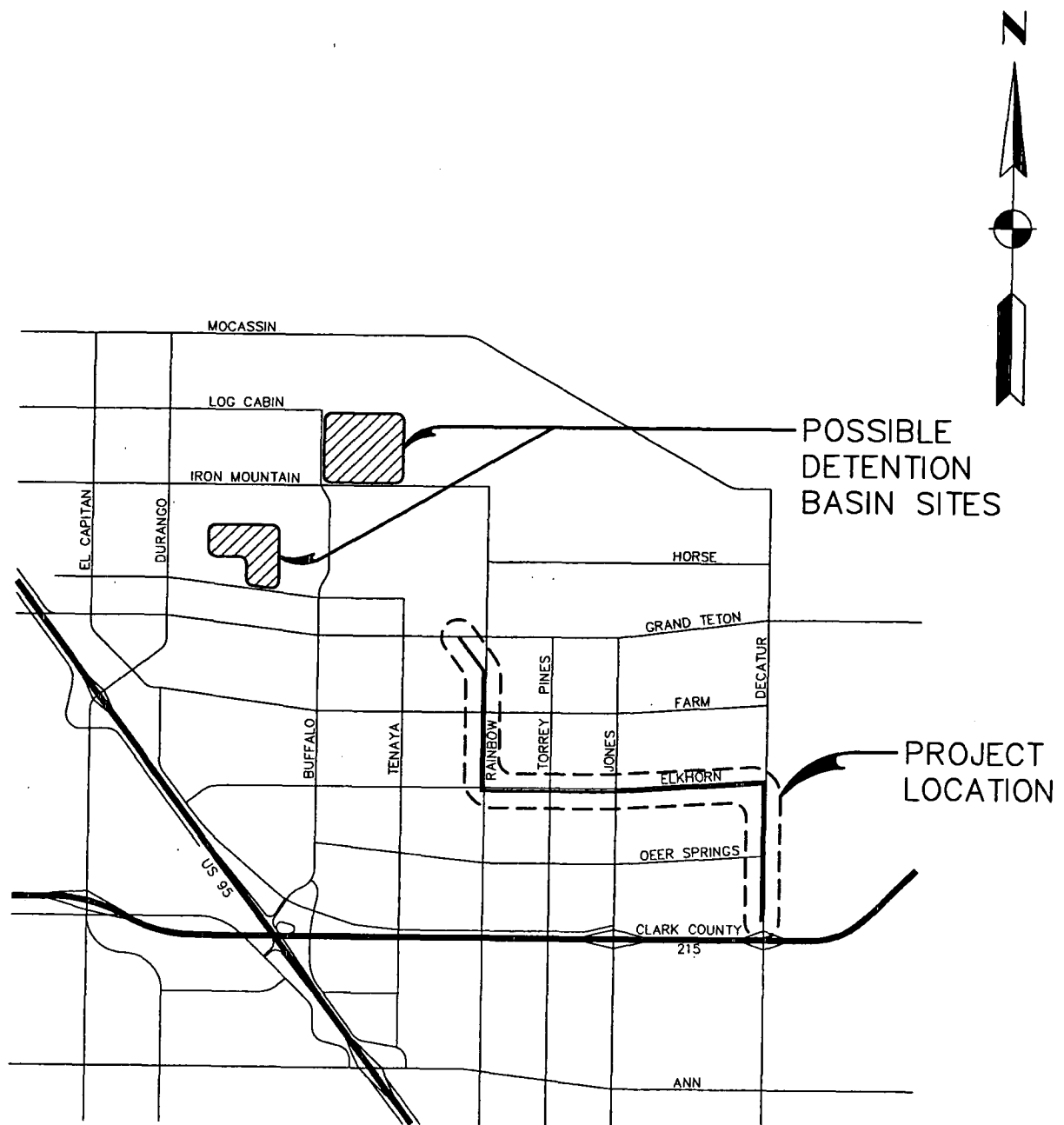
The Project Principal will conduct a review of the preliminary design package. Review comments will be addressed and incorporated, if necessary, into the preliminary design package prior to submittal to the City, CNLV, CCPW and District.

4.6 Preliminary Design Submittal

The Preliminary Design Plans and Report will be submitted to the City and District for review and comment. Two copies of the preliminary design documents, including 24" x 36" plans, will be provided to the City, CNLV, CCPW and District.

4.7 Incorporate Comments

The Consultant shall incorporate all comments from the City, CNLV, CCPW and District into the preliminary design documents. Two copies of the (final) preliminary design documents will be submitted to the City, CNLV, CCPW and District.



Vicinity Map
NOT TO SCALE

FIGURE A-1

EXHIBIT B**ADDITIONAL SERVICES**

TASK 5 - SUPPLEMENTAL SERVICES

The Consultant will perform supplemental services upon written authorization by the City. Supplemental services that may be necessary include:

- 5.1** Provide additional civil engineering services in the event it is necessary to perform additional work not specified under Tasks 1 through 5, but required for and related to the project.
- 5.2** Through a subcontractor, WESCO Surveys, Inc., the Consultant shall provide survey services to:
 - Establish horizontal and vertical control for the project mapping.
 - Provide project mapping, at 1" = 40' scale and 1 ft contour interval, extending at least 150 ft on each side of the alignment centerline.
 - Perform ground survey to field edit the project mapping including as-builts of the existing drainage facilities, utilities, and other significant existing surface features within the mapping area.

All benchmarks and vertical and horizontal survey control points will be coordinated with and approved by the City Surveyor.

- 5.3** Obtain additional right-of-way documentation not specified under Task 3 including certified copies of deeds, title reports, and other data depicting property ownership, utility easements, patent easements, and mining claims. This task may also include preparation of right-of-way exhibits and legal descriptions for permanent and temporary easements.
- 5.4** Provide, through a subcontractor, services for potholing including backfill, compaction and pavement patching. Provide surveying services for field location of excavated potholes and supply a copy of the field data to the City.
- 5.5** Prepare background material for agenda items and visual aids for presentations as required to process a Master Plan change or amendment.

EXHIBIT C
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
LAS VEGAS WASH MIDDLE BRANCH

Manhour Breakdown

Task Description		Project Principal \$186.31	Project Manager \$139.74	Project Engineer \$105.49	Hydrologist \$72.61	Utilities Specialist \$128.78	CADD Manager \$104.81	CADD Tech \$68.39	Clerical Support \$51.29	Total Manhours
TASK 1 PROJECT COORDINATION AND SCHEDULE										
1.1	Project Meetings	2	32	60				24		118
1.2	Project Schedule		16							16
	Subtotal		48	60	0	0	0	24	0	134
TASK 2 DATA COLLECTION AND REVIEW										
2.1	Studies and Plans		8	24	24	8			16	80
2.2	Field Reconnaissance		12	24	24	8				68
	Subtotal		20	48	48	16	0	0	16	148
TASK 3 ALTERNATIVES DEVELOPMENT AND ANALYSIS										
3.1	Develop Concept Level Alternatives		40	120	40			40		240
3.2	Hydrologic and Hydraulic Analysis		8	24	120					152
3.3	Right-of-Way		2	4						6
3.4	Concept Level Drawings		16	40			16	120		192
3.5	Utilities Research and Schedule		4	40	60	24				128
3.6	Cost Estimates		4	8	60	16				88
3.7	Alternatives Summary Memorandum		8	40				40	8	96
	Subtotal		82	276	280	40	16	200	8	902
TASK 4 PRELIMINARY DESIGN										
4.1	Preliminary Design Plans		80	320	120	40	32	320		912
4.2	Hydrologic and Hydraulic Analysis		8	16	100					124
4.3	Utility Pothole Plan		2	8		24		16		50
4.4	Preliminary Design Report & Cost Estimate		16	40	80			40	8	184
4.5	Quality Control/Quality Assurance Review	24								24
4.6	Preliminary Design Submittal		4	16			4		4	28
4.7	Incorporate Comments		8	60	40			60	4	172
	Subtotal		118	460	340	64	36	436	16	1494
TOTAL BASIC SERVICES			268	844	668	120	52	660	40	2678

EXHIBIT D
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR THE
LAS VEGAS WASH MIDDLE BRANCH

Cost Derivation and Hourly Fee Schedule

Task Description		Project Principal \$186.31	Project Manager \$139.74	Project Engineer \$105.49	Hydrologist \$72.61	Utilities Specialist \$128.78	CADD Manager \$104.81	CADD Tech \$68.39	Clerical Support \$51.29	Total Manhours	Expenses	Loaded Labor
TASK 1 PROJECT COORDINATION AND SCHEDULE												
1.1	Project Meetings	2	32	60				24		118	\$ -	\$ 12,815.34
1.2	Project Schedule		16							16	\$ -	\$ 2,235.91
	Subtotal		48	60	0	0	0	24	0	134	\$ -	\$ 15,051.25
TASK 2 DATA COLLECTION AND REVIEW												
2.1	Studies and Plans		8	24	24	8			16	80	\$ 200.00	\$ 7,243.28
2.2	Field Reconnaissance		12	24	24	8				68	\$ -	\$ 6,981.57
	Subtotal		20	48	48	16	0	0	16	148	\$ 200.00	\$ 14,224.85
TASK 3 ALTERNATIVES DEVELOPMENT AND ANALYSIS												
3.1	Develop Concept Level Alternatives		40	120	40			40		240	\$ -	\$ 23,888.77
3.2	Hydrologic and Hydraulic Analysis		8	24	120					152	\$ -	\$ 12,362.70
3.3	Right-of-Way		2	4						6	\$ -	\$ 701.46
3.4	Concept Level Drawings		16	40			16	120		192	\$ -	\$ 16,339.38
3.5	Utilities Research and Schedule		4	40	60	24				128	\$ -	\$ 12,225.85
3.6	Cost Estimates		4	8	60	16				88	\$ -	\$ 7,819.86
3.7	Alternatives Summary Memorandum		8	40				40	8	96	\$ 500.00	\$ 8,483.60
	Subtotal		82	276	280	40	16	200	8	902	\$ 500.00	\$ 81,821.63
TASK 4 PRELIMINARY DESIGN												
4.1	Preliminary Design Plans		80	320	120	40	32	320		912	\$ -	\$ 84,039.98
4.2	Hydrologic and Hydraulic Analysis		8	16	100					124	\$ -	\$ 10,066.61
4.3	Utility Pothole Plan		2	8		24		16		50	\$ -	\$ 5,308.39
4.4	Preliminary Design Report & Cost Estimate		16	40	80			40	8	184	\$ -	\$ 15,410.18
4.5	Quality Control/Quality Assurance Review	24								24	\$ -	\$ 4,471.36
4.6	Preliminary Design Submittal		4	16			4		4	28	\$ 500.00	\$ 2,871.26
4.7	Incorporate Comments		8	60	40			60	4	172	\$ 500.00	\$ 14,660.39
	Subtotal		118	460	340	64	36	436	16	1494	\$1,000.00	\$ 136,828.18
SUBTOTAL BASIC SERVICES			268	844	668	120	52	660	40	2678	\$1,700.00	\$ 247,925.91
TASK 5 SUPPLEMENTAL SERVICES												
5.1	Additional Engineering Design											\$ 20,000.00
5.2	Survey and Topographic Mapping											\$ 45,000.00
5.3	Right-of-Way											\$ 2,000.00
5.4	Potholing											\$ 15,000.00
5.5	MPU Change/Amendment											\$ 3,000.00
SUBTOTAL ADDITIONAL SERVICES												\$ 85,000.00
TOTAL												\$ 334,625.91

**EXHIBIT E
LAS VEGAS WASH
MIDDLE BRANCH**

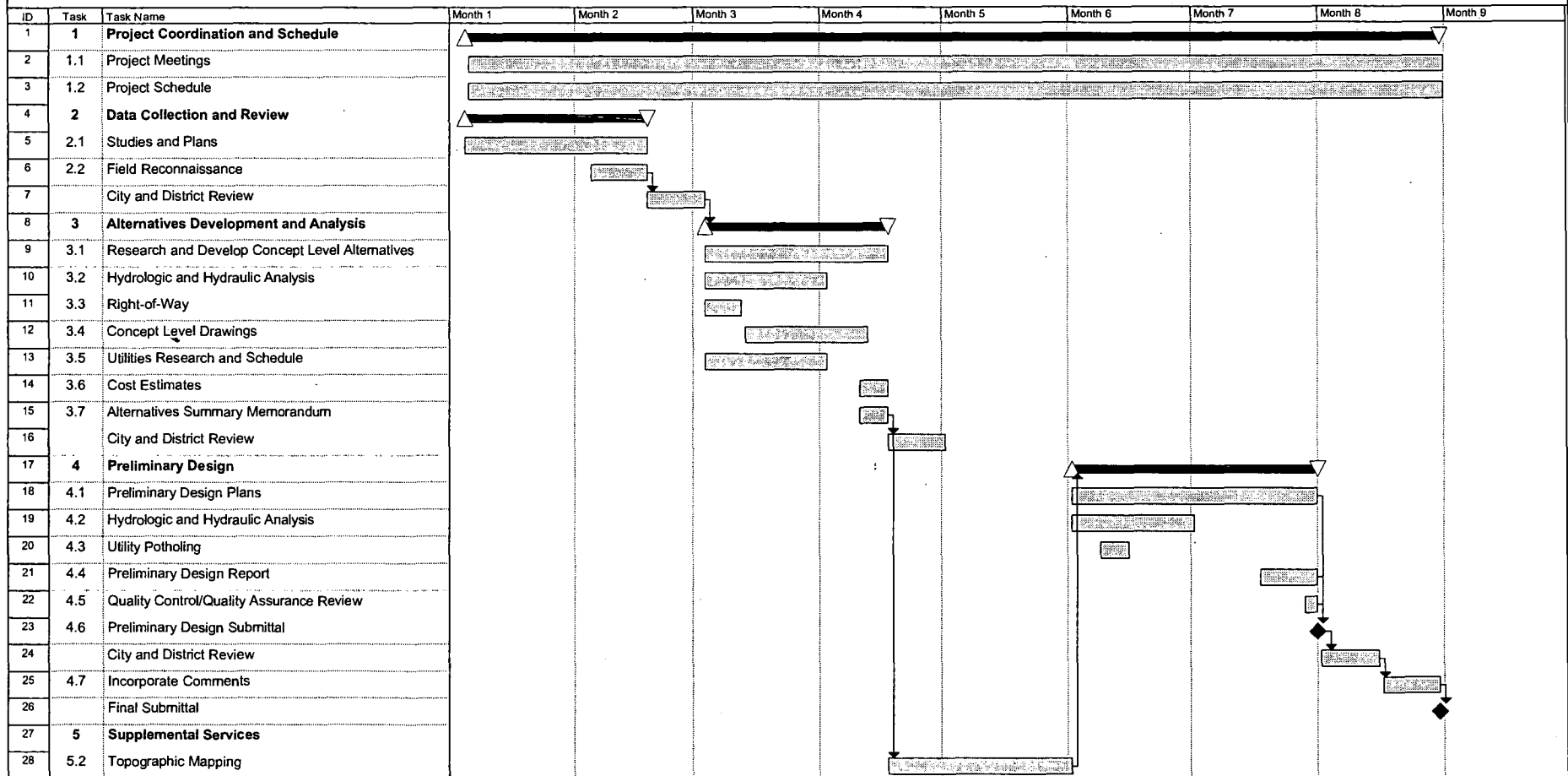


EXHIBIT F
INVOICE FOR CENTRAL NEIGHBORHOOD FLOOD CONTROL MASTER PLAN

TO: CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: The Louis Berger Group, Inc.
500 Amigo Court, Suite 100
Las Vegas, NV 89119

Project: RANCHO/US-95 CONDITIONAL LETTER OF MAP REVISION
Attention: Greg McDermott, Public Works/Engineering Planning

Date: _____
Period: From: _____ To: _____
Invoice #: _____
JOB #: _____

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget	Previously Billed
1	PROJECT COORDINATION & SCHEDULE	\$ 15,051.25	0.0%		0.0%	\$ -	100.0%	\$ 15,051.25	
2	DATA COLLECTION & REVIEW	\$ 14,224.85	0.0%		0.0%	\$ -	100.0%	\$ 14,224.85	
3	ALTERNATIVES DEVELOPMENT & ANALYSIS	\$ 81,821.63	0.0%		0.0%	\$ -	100.0%	\$ 81,821.63	
4	PRELIMINARY DESIGN	\$ 136,828.18	0.0%		0.0%	\$ -	100.0%	\$ 136,828.18	
5	SUPPLEMENTAL SERVICES	\$ 85,000.00	0.0%		0.0%		100.0%	\$ 85,000.00	
Subtotal (\$)	Subtotals			\$ -		\$ -			\$ -

Expenses:

Reimbursables						\$ -		\$ -	
Other		\$ -		\$ -		\$ -		\$ -	
Subtotal		\$ -		\$ -		\$ -		\$ -	\$ -

SubConsultants:

						\$ -		\$ -	
				\$ -		\$ -		\$ -	
				\$ -		\$ -		\$ -	
				\$ -		\$ -		\$ -	
				\$ -		\$ -		\$ -	
Subtotal		\$ -		\$ -		\$ -		\$ -	\$ -

Subtotal All Services <5% Retention>	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL AMOUNT DUE THIS INVOICE **\$ -**

Total Amount Billed to Date **\$ -**

Total Amount of Retention to Date **\$ -**

Total Amount of Contract (Not to Exceed) _____

Total Amount Remaining in Contract **\$ -**

Please Remit Payment to: The Louis Berger Group, 500 Amigo Court, Suite 100 Las Vegas, NV 89119

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	The Louis Berger Group, Inc.
Address	500 Amigo Court #100 Las Vegas, NV 89119
Telephone	702/736-6632
EIN or DUNS	22-1754524

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Las Vegas Wash Middle Branch	
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.	Derish M. Wolff, Chairman	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Nicholas J. Massucci, President	100 Halsted Street East Orange, NJ 07018	973/678-1960
3.	Michel Jichlinski, EVP, COO	2300 N Street NW Washington, DC 20037	202/912-0200
4.	James G. Bach, Group VP	100 Halsted Street East Orange, NJ 07018	973/678-1960
5.	Ronald F. Kornell, Group VP	38 Covent Road, Silom Bangkok, 10500, Thailand	011-66-2-235-3551
6.	Peter A. Polk, Sr. Vice President	2300 N Street NW Washington, DC 20037	202/912-0200
7.	Fredric S. Berger, Secretary/Director	2300 N Street NW Washington, DC 20037	202/912-0200
8.	Francois Fahri, Director	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
9.	Pat M. Quinn, Director	2300 N Street NW Washington, DC 20037	202/912-0200
10.	Fabrice Signor, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

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.

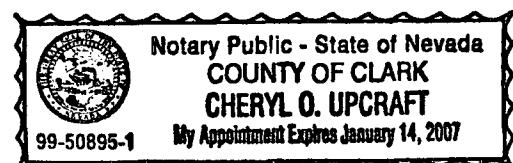
Subscribed and sworn to before me this 17th day of

October, 2003.

Cheryl O. Upcraft
Notary Public

W. J. Per
Name

10/17/03
Date



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
11.	Rene Cousin, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
12.	Richard Hirsch, Partner	155 N. Wacker Drive, Suite 200 Chicago, IL 60606-1719	312/630-8200
13.	Nick Ivanoff, Partner	96 Morton Street New York, NY 10014	212/462-8500
14.	Leon A. Marantz, Partner	100 Halsted Street East Orange, NJ 07018	973/678-1960
15.	Alexander Popoff, Partner	33301 Ninth Avenue South Federal Way, WA 98003	206/431-2300
16.	Robert Nardi, Partner	100 Halsted Street East Orange, NJ 07019	973/678-1960
17.	John A. Hotopp, Partner	100 Halsted Street East Orange, NJ 07019	973/678-1960
18.	Larry Walker, Partner	2300 N Street NW Washington, DC 20037	202/912-0200
19.	Carlos Marcenaro, Partner	2300 N Street NW Washington, DC 20037	202/912-0200
20.	Claude Laroche, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
21.	D. James Stamatis	100 Halsted Street East Orange, NJ 07019	973/678-1960
22.	Roger Patton, Partner	500 Amigo Court, Suite 100 Las Vegas, NV 89119	702/736-6632
23.	Charles Bell, Partner	2300 N Street NW Washington, DC 20037	202/912-0200

City of Las Vegas

Agenda Item No.: 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Approval of Interlocal Contract #453 between the City of Las Vegas, Clark County and the Regional Transportation Commission for engineering design and right-of-way funding for Craig Road, Durango Drive to Buffalo Road (\$3,400,000 - Regional Transportation Commission) - Ward 4 (Brown) and Clark County

Fiscal Impact

☐ No Impact
☒ Budget Funds Available
☐ Augmentation Required

Amount: \$3,400,000

Dept./Division: Public Works/City Engineer

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

Interlocal Contract #453 between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) provides for engineering design and right-of-way funding for Craig Road, Durango Drive to Buffalo Road. This contract was approved by the RTC on October 9, 2003 and Clark County on October 21, 2003. Total cost for this project shall not exceed \$3,400,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #453

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)
 Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)
 Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

CONTRACT # 453

**INTERLOCAL CONTRACT FOR
CRAIG ROAD, DURANGO DRIVE TO BUFFALO DRIVE**

December **THIS INTERLOCAL CONTRACT** made and entered into this 3 day of December, 2003, by and between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, the City of Las Vegas, a municipal corporation, 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 thereunder to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Craig Road, Durango Drive to Buffalo Drive, being located wholly within the unincorporated area of Clark County, has been approved by the RTC; and,

WHEREAS, the COUNTY is requesting funds for engineering, appraisals, right-of-way acquisition, construction and utility relocations on Craig Road, Durango Drive to Buffalo Drive, hereinafter referred to as "Project."

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the COUNTY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Craig Road, Durango Drive to Buffalo Drive. The improvements will include up to four travel lanes; continuous left lane and/or median island, as determined by adjacent land use; drainage facilities; traffic control devices; and other appurtenances as may be necessary to construct a complete and functional Project. Other basic improvements such as curb, gutter, sidewalk, pavement participation, and streetlights may be included in a special improvement district.

SECTION II: PROJECT COSTS

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. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, right-of-way engineering, appraisals, right-of-way negotiations and acquisition, utility relocation, and construction shall not exceed \$3,400,000.00.

2. "Authorization to Proceed" will be granted for preliminary engineering and design in an amount not to exceed \$450,000.00, for the right-of-way drawings, descriptions, title reports and obtaining appraisals in an amount not to exceed \$50,000.00, at the time written "Authorization to Proceed" is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. Cost to construct curbs, gutters, sidewalks, pavement, and streetlights adjacent to non-assessable and government owned parcels upon approval of the RTC.
5. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents and special provisions and Project signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. Construction costs shall be paid directly to the contractor based on estimates prepared by the COUNTY.
5. Clark County Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.
6. Upon completion of the construction of the Project it shall be maintained by the COUNTY and no funding is provided by this Contract for such maintenance.
7. It is anticipated, that requests for "Authorization to Proceed" for right-of-way acquisitions, construction and construction engineering for the remainder of the Project will be made as follows:

Right-of-way acquisition, July 1, 2004

Construction and construction engineering, July 1, 2005

Should any of the phases of the Project fall behind schedule, the RTC may require a

report stating the reasons for the delay.

The Project must be completed to the satisfaction of the RTC prior to July 1, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the COUNTY be repaid.

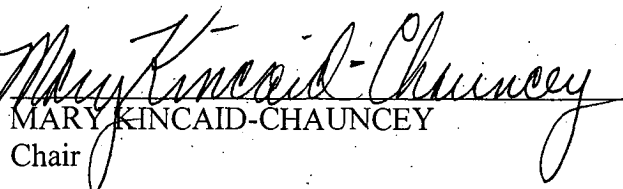
8. It is understood and agreed that the purpose of this Contract is to fund the Project as herein above set forth. It is further understood and agreed that the COUNTY is responsible for the design and construction of the Project and will hold the other Parties to this Contract and the RTC harmless for any liability therefore except the funding provided by this Contract.
8. Should the construction funds be provided by sources other than the RTC, the COUNTY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the COUNTY.

Date of Commission Action:

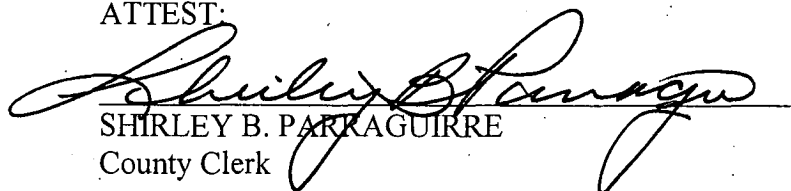
CLARK COUNTY BOARD OF COMMISSIONERS

10-21-03

BY:


 MARY KINCAID-CHAUNCEY
 Chair

ATTEST:

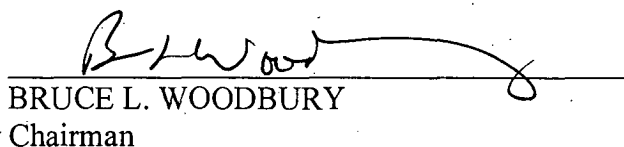

 SHIRLEY B. PARRAGUIRRE
 County Clerk

Date of Commission Action:

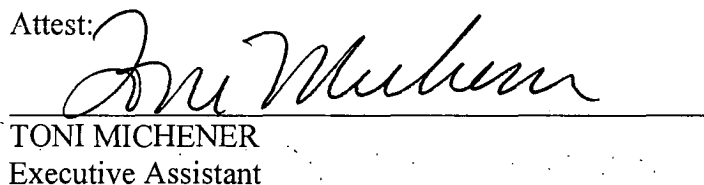
REGIONAL TRANSPORTATION COMMISSION

10-9-03

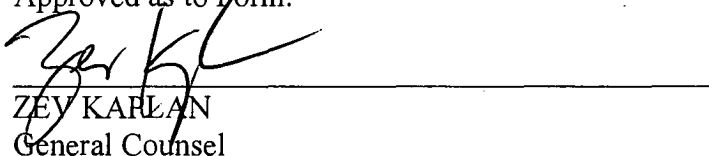
BY:


 BRUCE L. WOODBURY
 Chairman

Attest:


 TONI MICHENER
 Executive Assistant

Approved as to Form:

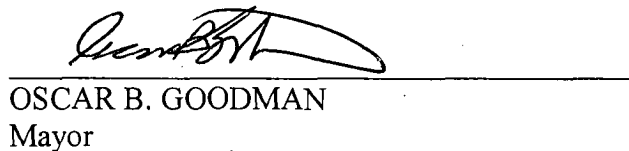

 ZEV KARLAN
 General Counsel

Date of Council Action:

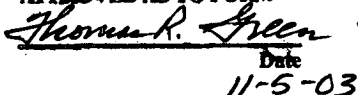
CITY OF LAS VEGAS

12-3-03

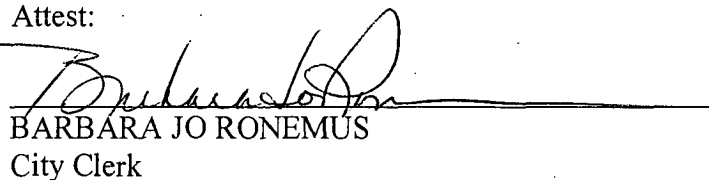
BY:


 OSCAR B. GOODMAN
 Mayor

APPROVED AS TO FORM:


 Date
 11-5-03

Attest:


 BARBARA JO RONEMUS
 City Clerk

City of Las Vegas

Agenda Item No.: 32

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval to file an amendment to Right-of-Way Grant N-73902 with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes for portions of land lying within the Southeast Quarter of Section 17, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located between US95 Frontage Road and Elkhorn Road, east of El Capitan Way, APN 125-17-801-001 – Ward 6 (Mack)

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 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to appraise and purchase or condemn right-of-way and easement parcels for the Anasazi Drive/Summerlin Parkway Interchange Project (\$60,000 - Regional Transportation Commission of Southern Nevada) - Wards 2 and 4 (L.B. McDonald and Brown)

Fiscal Impact

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

Amount: \$60,000

Dept./Division: Public Works/City Engineer

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)
 Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)
 Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

City of Las Vegas

Agenda Item No.: 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of a Professional Services Agreement with Poggemeyer Design Group for Construction Management Services on the Sahara Avenue Sanitary Sewer Rehabilitation - Phase III project (\$400,000 - Sanitation Fund) - Wards 1 and 3 (Moncrief and Reese)

Fiscal Impact☐**No Impact****Amount: \$400,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Sanitation Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to obtain construction management services for the rehabilitation of approximately 24,000 linear feet of sanitary sewer pipe and associated manholes in the Sahara Avenue Sewer from Las Vegas Boulevard to Arden Street.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT**

THIS AGREEMENT is made and entered into this 3 day of Dec., 2003, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and Poggemeyer Design Group, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Sahara Sanitary Sewer Rehabilitation -- Phase III Project (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

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

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

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

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

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Four Hundred Thousand Dollars (\$400,000.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant based upon the hourly fee and unit test rates set forth in Exhibit "D" which compensation shall be paid pursuant to monthly invoices. The amount of the aforementioned costs to be paid to the Consultant shall be based upon the actual number of man-hours expended, and the actual tests conducted, by the Consultant. The estimated number of man-hours are to be set forth in Exhibits "C" for each Project Task Order executed.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Forty Thousand Four Hundred Eighty Three Dollars (\$40,483.00) without the prior written approval of the City.

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

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

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

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

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

SECTION EIGHT PERFORMANCE STANDARDS

8.01 Performance Standards. The parties hereto have agreed to a general Performance Standards which is set forth in Exhibit "A" attached hereto. The Performance Standards identifies all the tasks required by the consultant to be performed.

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

10.03 *Termination for Default.* The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

- (i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a

general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

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

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

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

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

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

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

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

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

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

E. **Self-Depletion Policies Prohibited.** Each policy of insurance required herein shall not be self-depleting in its coverage.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a

result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

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

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

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

TO CITY:

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

Fax: (702) 382-3232

TO CONSULTANT:

Poggemeyer Design Group, Inc.
2601 North Tenaya Way
Las Vegas, Nevada 89128

Fax: (702) 255-8375

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

10.20 Dispute Resolution.

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

representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

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

the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

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

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

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

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of August 27, 2003.

...
...
...

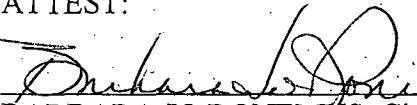
IN WITNESS WHEREOF, the parties have caused this Agreement for the (project) to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

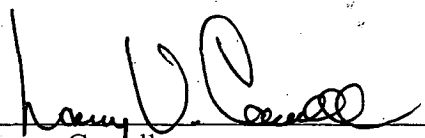
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Slocum 10-20-03
Deputy City Attorney Date

By: 
Larry Carroll
Its: Principal

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	invoice Format (Section 8.01)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A

**PROJECT: SAHARA AVENUE SANITARY SEWER REHABILITATION
PHASE III**

CONSULTANT: Poggemeyer Design Group, Inc.

The engineering services covered by the **AGREEMENT** between the City of Las Vegas (**CITY**) and Poggemeyer Design Group, Inc. (**CONSULTANT**) involves construction services for the Project. The Scope of Services shall include:

- ♦ **TASK 1 – PRE-CONSTRUCTION SERVICES**
- ♦ **TASK 2 – CONSTRUCTION MANAGEMENT / CONTRACT ADMINISTRATION**
- ♦ **TASK 3 – QUALITY CONTROL TESTING**
- ♦ **TASK 4 – PROJECT CLOSEOUT**

This **PROJECT** description shall be as follows:

The work to be performed under this contract consists of infrastructure improvements on Sahara Avenue Sanitary Sewer Rehabilitation, Phase III in the City of Las Vegas, Clark County, Nevada. The project includes the rehabilitation of approximately 24,400 linear feet of 24 to 30-inch diameter reinforced concrete sanitary sewer pipe in Sahara Avenue Between Las Vegas Boulevard and Arden Street. The rehabilitation shall be performed using cured-in-place pipe (CIPP) lining technology.

Project Standards

The following reference materials shall be used as standards for design work performed under this AGREEMENT:

1. Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formerly CCSD)
2. Nevada Department of Transportation (NDOT) references (most current editions):
 - ◆ Road Design Division Manual, Parts 1 & 2
 - ◆ Standard Specifications for Road and Bridge Construction (NDOT Silver book)
 - ◆ Standard Plans for Road and Bridge Construction
 - ◆ Standard Construction Plan Symbols and Design Layout and Drafting Methods
 - ◆ Bridge Design and Procedures Manual
 - ◆ Nevada Work Zone Traffic Control Handbook
 - ◆ Design and Construction Standards for Wastewater Collection
3. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
4. Traffic Control Devices Handbook
5. Roadside Design Guide
6. A Policy on Geometric Design of Highways and Streets (AASHTO)
7. Clark County Regional Flood Control District's Policies and Procedures
8. Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
9. Uniform Standard Plans and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area

TASK 1 - To provide a review of all contract documents, attend bid opening, assist in reviewing bid tabulations, assist in the recommendation of award, and hold the pre-construction conference.

SUBTASK 1.1 PLAN AND SPECIFICATION REVIEW

- (a) Poggemeyer will perform a plan and specification review.
- (b) Poggemeyer will perform a review of the geotechnical report.
- (c) Poggemeyer will perform a review of the environmental report.
- (d) Poggemeyer will forward any comments to the City.

SUBTASK 1.2 CONTRACT PRE-BID AND PRE-CONSTRUCTION MEETINGS

- (a) Poggemeyer will attend the bid opening.
- (b) Assist City in reviewing bid tabulations and in recommendation of award.
- (c) Poggemeyer will forward any comments to the City.
- (d) Poggemeyer will attend the pre-construction conference.

- (e) Poggemeyer will set up Primavera Expedition data base necessary to process submittals.
- (f) Poggemeyer will obtain preconstruction videos and photos of site.

TASK 2 – CONSTRUCTION MANAGEMENT / CONTRACT ADMINISTRATION

TASK 2 will be for the purpose of providing full service contract administration, construction inspection and quality control testing during construction. Poggemeyer will be responsible for providing staff and documentation to ensure compliance with the contract documents.

SUBTASK 2.1 PROJECT OFFICE

- (a) Provide office support and meeting room for project use.
- (b) Provide computer and communications systems required to manage the project.

SUBTASK 2.2 NDOT COORDINATION

- (a) Invite NDOT to attend project meetings.
- (b) Keep NDOT informed of the City's public information program.

SUBTASK 2.3 UTILITY COORDINATION

- (a) Establish and monitor any utility work on the contractor's construction schedule.

SUBTASK 2.4 PUBLIC INFORMATION

- (a) Contact individual business owners and residents along the alignment in advance of construction operations.
- (b) Assist the City in the preparation of any distribution of any notices.
- (c) Document all calls to include dates, time, name, address, specific concern and action taken.

SUBTASK 2.5 DOCUMENT CONTROL

- (a) Utilize Primavera's Expedition software to create, maintain, manage and control project documentation.
- (b) All documentation will conform to the requirements of standard Construction Management Procedures and Expedition Operations manuals.
- (c) Prepare and distribute "action" logs to the City at every project meeting.

SUBTASK 2.6 WEEKLY MEETINGS

- (a) Hold weekly Owners meetings. This meeting will include the City, regulatory agencies, and others, as needed, to discuss project issues.

- (b) Hold weekly Construction Coordination meetings. This meeting will include the City, Contractor, affected utilities and other invitees to discuss project issues.
- (c) Poggemeyer will be responsible for the preparation and distribution of meeting agenda and minutes.

SUBTASK 2.7 MONITOR CONSTRUCTION SCHEDULE

- (a) Poggemeyer will hold a meeting with the City and Contractor prior to development of the initial baseline schedule.
- (b) Poggemeyer will review the baseline schedule for conformance to the contract requirements.
- (c) Poggemeyer will review the updated schedules during the course of construction for slippage's, logic revisions, and other changes. All changes to the schedule will be reported to the City.
- (d) Poggemeyer will maintain an as-build schedule as work progresses.

SUBTASK 2.8 ISSUE MANAGEMENT

- (a) During the course of construction, Poggemeyer will identify any items that have the potential to result in additional project time or cost impact as issues.
- (b) Poggemeyer will provide an issue log to the City at every weekly meeting.

SUBTASK 2.9 QUALITY CONTROL INSPECTION

- (a) Poggemeyer will provide full-time quality control inspection at the site of the work.
- (b) Poggemeyer will prepare daily reports documenting the progress of the work, any associated problems, and potential solutions.
- (c) Poggemeyer will document quality control testing performed and compliance with the provisions of the contract documents.

SUBTASK 2.10 REPORTING

- (a) Poggemeyer will prepare a monthly executive summary report to be submitted to the City with every progress payment request.
- (b) The executive report will address work completed during the period, work anticipated during the next period, analysis of project cost and time during the reporting period, summary of approved and pending change orders, potential problems and log of citizen contact issues.

SUBTASK 2.11 TRAFFIC CONTROL

- (a) Perform daily traffic zone review and documentation.
- (b) Review traffic zone control plan with recommendations.
- (c) Review traffic control payment requests.

SUBTASK 2.12 SUBMITTALS AND SHOP DRAWINGS

- (a) Track and distribute to City submittals/shop drawings for City review and comment/make recommendations in conjunction with the City review.

TASK 3 – QUALITY CONTROL TESTING

TASK 3 will be for the purpose of providing full service quality control testing during construction. Poggemeyer will be responsible for providing staff and documentation to ensure compliance with the contract documents.

SUBTASK 3.1 FIELD TESTING

- (a) Poggemeyer will be responsible for providing field testing through its sub-consultant for soil, aggregate, concrete, asphalt, and pipe lining required by the contract documents.
- (b) Poggemeyer will be responsible for maintaining all field testing data and reports.

SUBTASK 3.2 LABORATORY TESTING

- (a) Poggemeyer will be responsible for providing laboratory testing through its sub-consultant for soil, aggregate, concrete, asphalt, and pipe lining required by the contract documents.
- (b) Poggemeyer will be responsible for maintaining all source testing data and reports.

SUBTASK 3.3 SOURCE TESTING

- (a) Poggemeyer will be responsible for providing source testing, if applicable, through its sub-consultant for soil, aggregate, concrete, asphalt, and pipe lining required by the City.
- (b) Poggemeyer will be responsible for maintaining all source testing data and reports.

TASK 4 – PROJECT CLOSEOUT

TASK 4 will be for the purpose of closing out the project and delivering a complete project record to the City.

SUBTASK 4.1 PROJECT CLOSEOUT

- (a) Poggemeyer will be responsible for determination of final pay quantities.
- (b) Poggemeyer will prepare a final change order and obtain Contractor concurrence.

- (c) Poggemeyer will be responsible for issuance of the Notice of Substantial Completion with City concurrence.
- (d) Poggemeyer will develop and ensure all punch list work is complete following substantial completion.
- (e) Poggemeyer will notify the City when Notice of Completion can be filed.

SUBTASK 4.2 DELIVERY OF PROJECT DOCUMENTATION

- (a) Following the issuance of Notice of Completion, Poggemeyer will deliver to the City a complete project record.
- (b) All project files will be placed in storage containers appropriately labeled including Primavera Expedition files on CD.
- (c) Poggemeyer will provide a file index and listing of all project documents.

EXHIBIT B**Additional Services**

The **CONSULTANT** shall provide the following additional services with the prior written authorization of the **CITY**.

TASK	10.0 Additional Services
	10.1 Provide extended construction management services beyond the specified construction duration (200 working days) should PROJECT schedule be extended.
	10.2 Provide for the extension of geotechnical and/or materials testing services beyond the specified construction duration (200 working days) should the PROJECT schedule be extended, or because of unexpected site conditions.
	10.3 Provide additional public relations assistance to the City. Assist with the organization of, attend, and conduct public relations meetings. Provide subsequent notification of persons impacted by the PROJECT should this be required by the City.
	10.4 Provide additional construction management services as needed on an hourly basis based on hourly rates.
	10.5 Provide surveying services on a time and material basis as directed by the City.
	10.6 Provide Environmental Engineering services, in the event hazardous materials are encountered, on a time and material basis as directed by the City.
	10.7 Assist Owner in preparation and litigation of any claims related to development and construction of the project including, without limitation, providing testimony in any arbitration, administration or court proceedings related to such claims.
	10.8 Overtime: Any overtime work beyond 40 hours / week required to inspect Contractor's work, shall become the responsibility of the City to pay after contribution of funds from the CONTRACTOR

Exhibit C
MANPOWER BREAKDOWN
Sahara Avenue Sanitary Sewer Rehabilitation, Phase III

Person	Duties	Nov '03	Dec '03	Jan '04	Feb '04	Mar '04	Apr '04	May '04	June '04	July '04	Aug '04	Sept '04	Oct '04	TOTAL HOURS
Larry Carroll	Principal in Charge	6	6	6	6	6	6	6	6	6	6	6	6	66
David Alexander	Project Manager	30	30	30	20	20	20	20	20	20	20	20	30	250
Marquis Manson	Construction Manager	100	100	90	70	70	70	70	70	70	70	70	70	820
Robert Lomprey	Project Representative	96	176	168	152	184	176	160	168	168	176	168	168	1864
Nancy Gass	Administration	40	40	40	40	40	40	40	40	40	40	40	40	440
Terracon	Materials Testing													0

Assumptions:

- Half month of preconstruction services
- Assume all preconstruction activities occur in November 2003
- NTP for Contractor December 1, 2003
- 10 months construction
- 1 month for punchlist
- Other Direct Costs: Vehicle, cellular telephone, reproduction, courier service

Exhibit D
HOURLY RATE
Sahara Avenue Sanitary Sewer Rehabilitation, Phase III

Person	Duties	Hourly Rate	Nov '03	Dec '03	Jan '04	Feb '04	Mar '04	Apr '04	May '04	June '04	July '04	Aug '04	Sept '04	Oct '04	TOTAL HOURS
Larry Carroll	Principal in Charge	\$164.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$984.00	\$11,808.00
David Alexander	Project Manager	\$137.00	\$4,110.00	\$4,110.00	\$4,110.00	\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	\$4,110.00	\$38,360.00
Marquis Manson	Construction Manager	\$109.00	\$10,900.00	\$10,900.00	\$9,810.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$7,630.00	\$100,280.00
Robert Lomprey	Project Representative	\$90.00	\$8,640.00	\$15,840.00	\$15,120.00	\$13,680.00	\$16,560.00	\$15,840.00	\$14,400.00	\$15,120.00	\$15,120.00	\$15,840.00	\$15,120.00	\$15,120.00	\$176,400.00
Nancy Gass	Administration	\$57.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$27,360.00
Terracon	Materials Testing	\$0.00	\$442.42	\$442.42	\$442.42	\$442.42	\$442.42	\$442.42	\$442.42	\$442.42	\$442.41	\$442.41	\$442.41	\$442.41	\$5,309.00

Total Monthly Labor Cost \$27,356.42 \$34,556.42 \$32,746.42 \$27,756.42 \$30,636.42 \$29,916.42 \$28,476.42 \$29,196.42 \$29,196.41 \$29,916.41 \$29,196.41 \$30,566.41 \$359,517.00

Materials Testing

Total Monthly Cost \$27,356.42 \$34,556.42 \$32,746.42 \$27,756.42 \$30,636.42 \$29,916.42 \$28,476.42 \$29,196.42 \$29,196.41 \$29,916.41 \$29,196.41 \$30,566.41 \$359,517.00

\$359,517.00

EXHIBIT E

INVOICE FOR SAHARA AVENUE SANITARY SEWER REHABILITATION PHASE III - POGGEMEYER DESIGN GROUP

TO: CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101
Attention: John O'Connell



FROM: Poggemeyer Design Group, Inc.
2601 North Tenaya Way
Las Vegas, Nevada 89128

Project No:
Project: Sahara Avenue Sanitary Sewer Rehabilitation Phase III
Attention: Theresa M. Hanrahan, P.E., Project Manager

Date: _____
Period: From: _____ To: _____
Invoice #: _____
JOB #: _____

Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
BASIC SERVICES - Exhibit A								
1	Pre-Construction Services		0.0%	\$ -			100.0%	\$ -
2	Construction Mgmt/Contract Administration		0.0%	\$ -			100.0%	\$ -
3	Quality Control Testing		0.0%	\$ -			100.0%	\$ -
4	Project Closeout		0.0%	\$ -			100.0%	\$ -
			0.0%	\$ -			100.0%	\$ -
			0.0%	\$ -			100.0%	\$ -
			0.0%	\$ -			100.0%	\$ -
	Subtotal Basic Services	\$ -		\$ -		\$ -		\$ -
ADDITIONAL SERVICES - Exhibit B								
10.0	Additional Services		0.0%	\$ -		\$ -	100.0%	\$ -
			0.0%	\$ -		\$ -	100.0%	\$ -
			0.0%	\$ -		\$ -	100.0%	\$ -
			0.0%	\$ -		\$ -	100.0%	\$ -
	Subtotal Additional Services (Not to Exceed)	\$ -		\$ -		\$ -		\$ -
Total (\$)	Totals	\$ -		\$ -		\$ -		\$ -

Subtotal All Services
<Retention>

\$ -
\$ -

\$ -
\$ - \$ - \$ -

TOTAL AMOUNT DUE THIS INVOICE

\$ -

Total Amount Billed to Date

\$ -

Total Amount of Retention to Date

\$ -

Total Amount of Contract (Not to Exceed)

\$ -

Total Amount Remaining in Contract

\$ -

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		Block 2	Description
		<u>Subject Matter of Contract/Agreement:</u>	
<u>Name</u>		Engineering Design Services for Sahara Avenue Sanitary Sewer Rehabilitation Phase III	
Poggemeyer Design Group, Inc.			
<u>Address</u>			
2601 N. Tenaya Way Las Vegas, NV 89128			
<u>Telephone</u>			
702-255-8100			
<u>EIN or DUNS</u>		<u>RFP #:</u>	
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.	Larry V. Carroll, Principal (20.83%)	2601 N. Tenaya Way, Las Vegas, NV 89128	702-255-8100
2.	Timothy E. Pinter, Principal (6.26%)	2601 N. Tenaya Way, Las Vegas, NV 89128	702-255-8100
3.	Jack A. Jones, Principal (21.0%)	1168 N. Main Street, Bowling Green, OH 43402	419-352-7537
4.	Charlene M. Kerr, Principal (20.83%)	1168 N. Main Street, Bowling Green, OH 43402	419-352-7537
5.	Gregory N. Telecky, Principal (7.47%)	1168 N. Main Street, Bowling Green, OH 43402	419-352-7537
6.	David N. Saneholtz, Principal (7.47%)	1168 N. Main Street, Bowling Green, OH 43402	419-352-7537
7.	Michael Atherine, Principal (7.47%)	1168 N. Main Street, Bowling Green, OH 43402	419-352-7537
8.	Richard Weaver, Principal (7.47%)	417 Wayne Avenue, Defiance, OH 43402	419-782-3067
9.	Robert Bourdages, Stockholder (1.21%)	512 6 th Street, Ste. 202, Kirkland, WA 98033	425-827-5995
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

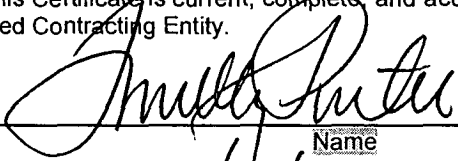
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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.

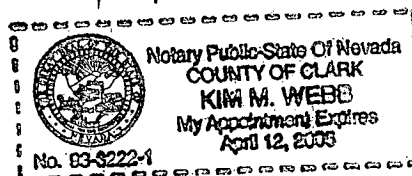

 Name
 9/18/2003
 Date

Subscribed and sworn to before me this 18th day of

September, 2003

Kim M. Webb

Notary Public



City of Las Vegas

Agenda Item No.: 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 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 - Randy E. & Vivian Broadhead, owners (southwest corner of Grand Canyon Drive and Centennial Parkway, APN 125-30-102-002) - County (near Ward 6 - Mack)

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

This request is to connect two single family dwellings located at the southwest corner of Grand Canyon Drive and Centennial Parkway. The owners propose to connect to an existing 10" sewer line located in Centennial 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

Submitted after meeting – Interlocal Contract

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

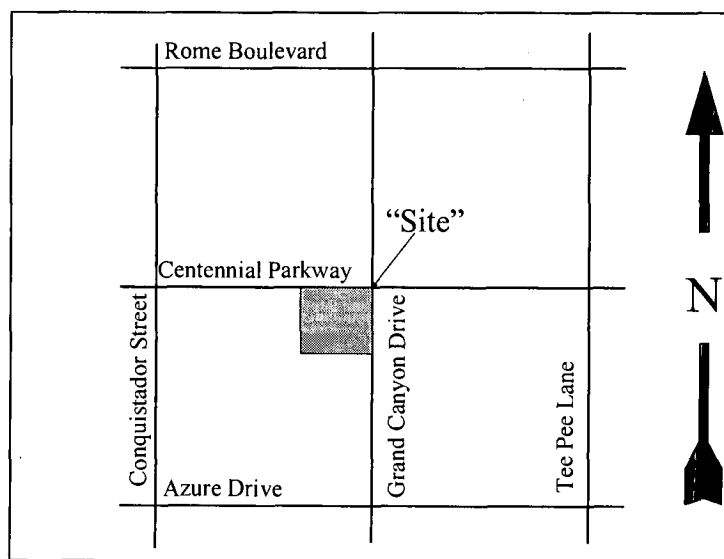
Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT REQUESTED BY AMTI ON BEHALF OF RANDY E. & VIVIAN BROADHEAD, OWNERS (SOUTHWEST CORNER OF GRAND CANYON DRIVE & CENTENNIAL PARKWAY)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 9th 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 Randy E. and Vivian Broadhead (approximately 1.9 acres -- existing residential land; Parcel No. 125-30-102-002 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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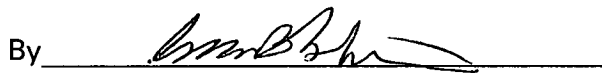
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

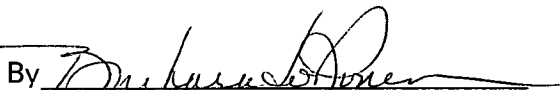
CLARK COUNTY WATER RECLAMATION DISTRICT

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  12-10-03
Deputy City Attorney

6835 GRAND CANYON DR
PARCEL NO. 125-30-102-002
TOTAL PARCEL ACREAGE= 1.9 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.6 MILES FROM SITE.

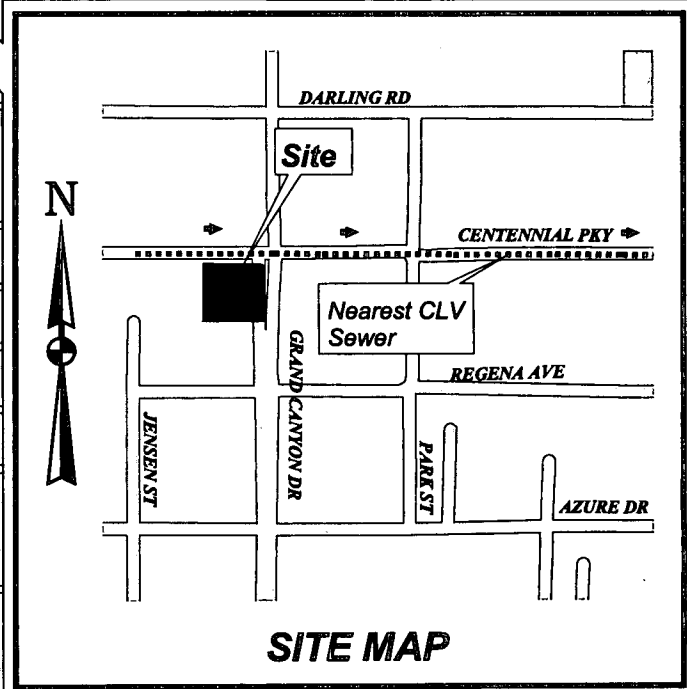
UNINCORPORATED
COUNTY

Nearest City of
Las Vegas Sewer

CITY OF
NORTH
LAS VEGAS

CITY
OF
LAS VEGAS

NEAREST C.C.W.R.D.
SEWER



SITE MAP

City of Las Vegas

Agenda Item No.: 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 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 - Timothy G. Ryan, owner (northwest corner of Rainbow Boulevard and Donald Nelson Drive, APN 125-15-604-004) - 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 Rainbow Boulevard and Donald Nelson Drive. The owner proposes to connect to an existing 24" located in Rainbow Boulevard. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The 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

Submitted after meeting – Interlocal Contract

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

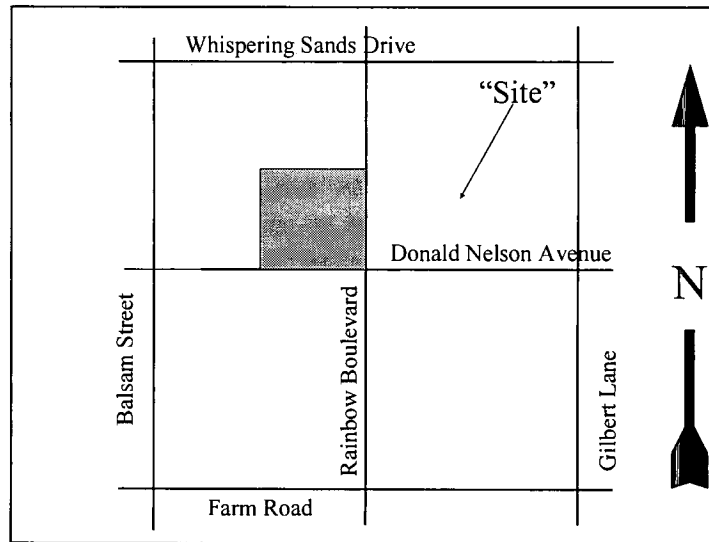
Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – TIMOTHY G. RYAN, OWNER (NORTHWEST CORNER OF DONALD NELSON AVENUE AND RAINBOW BOULEVARD, APN 125-15-604-004)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 22nd 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 Timothy G. Ryan (approximately 2.0 acres -- vacant land; Parcel No. 125-15-604-004 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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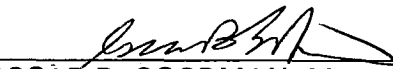
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

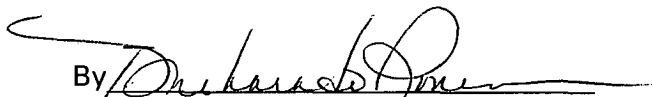
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

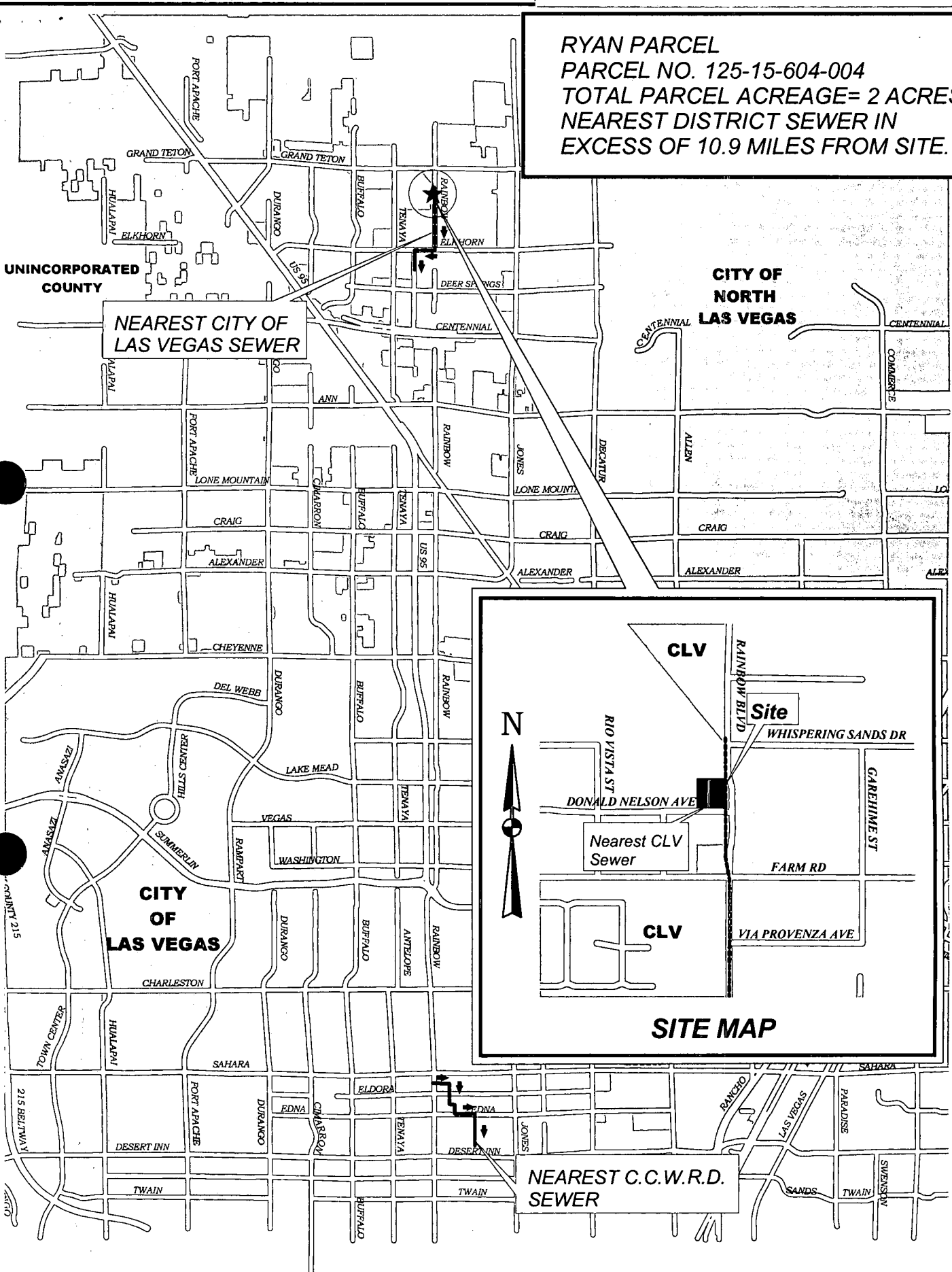
ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  12-10-03
Deputy City Attorney

RYAN PARCEL
PARCEL NO. 125-15-604-004
TOTAL PARCEL ACREAGE= 2 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.9 MILES FROM SITE.



City of Las Vegas

Agenda Item No.: 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Tousa Homes, Incorporated, owner (northwest corner of Cimarron Road and Alexander Road) - 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 desert landscaping, trees, shrubs, rocks, and an irrigation system for the proposed Timber Ridge II 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" (northwest corner of Cimarron Road and Alexander Road)

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

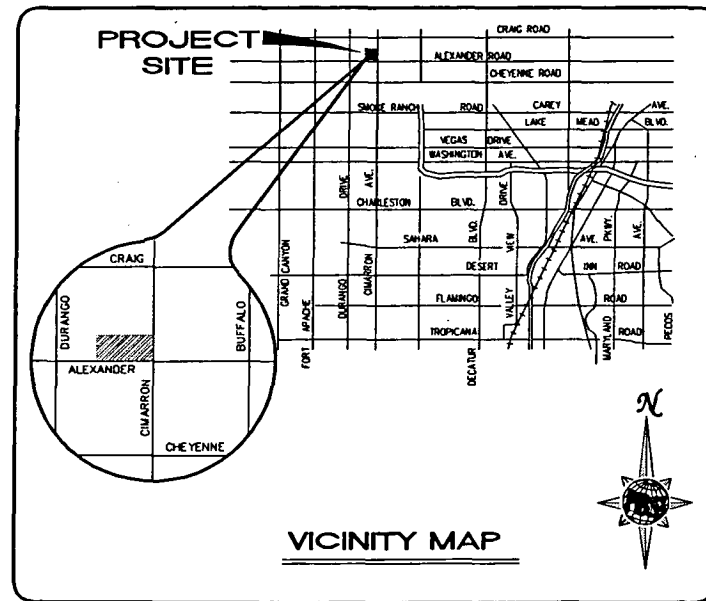
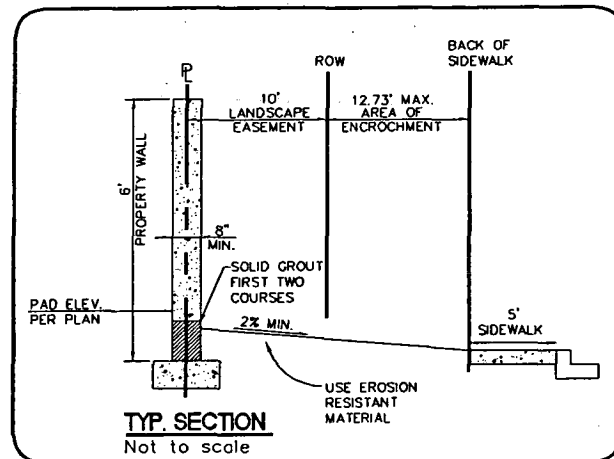
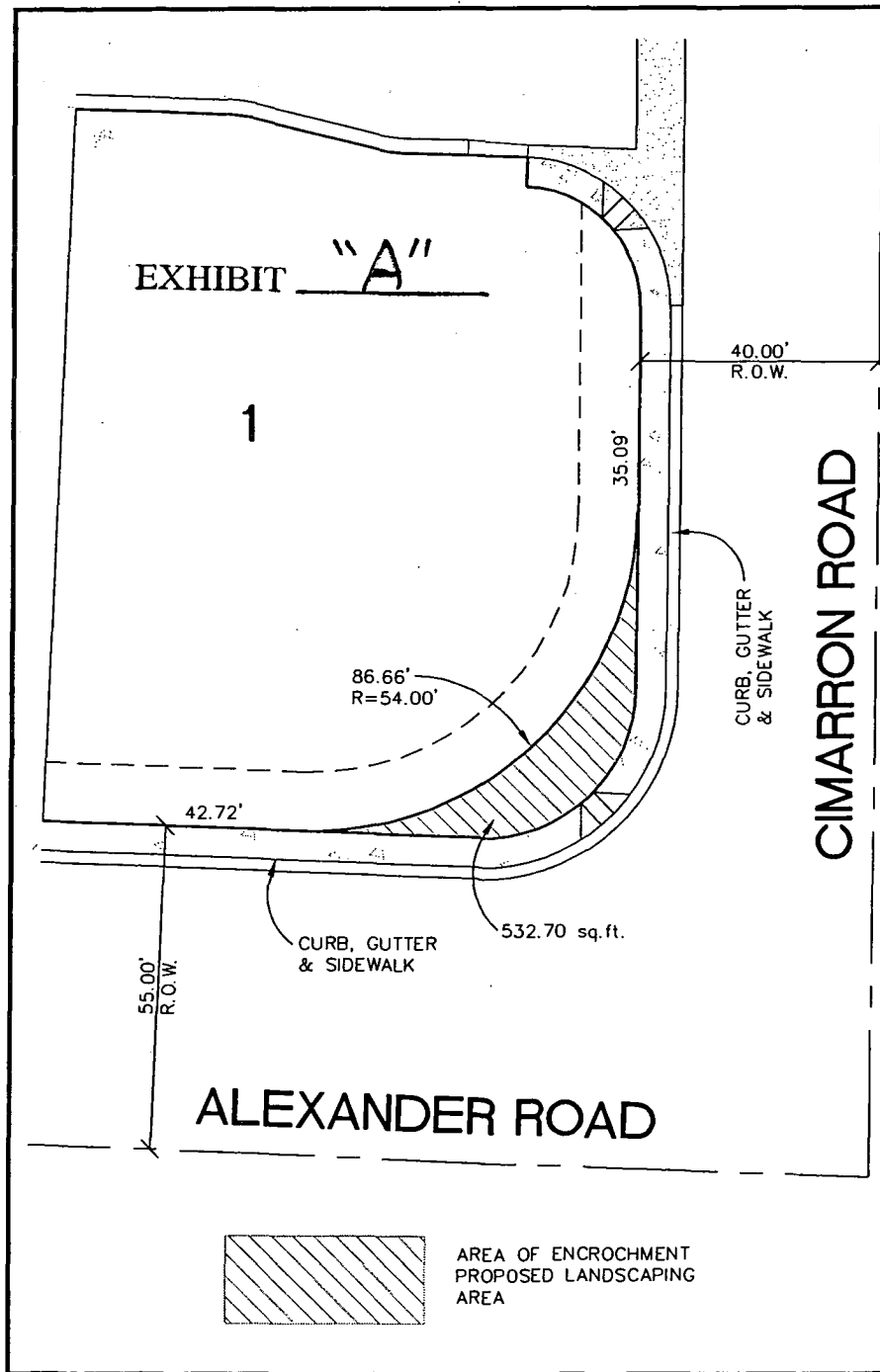
Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292



PBS&J

2270 Corporate Circle
Suite 100
Henderson, Nevada 89074
Telephone: 702/263-7275
Fax: 702/263-7200

ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION SERVICES



TIMBER RIDGE II

JOB NO. 1545

DRAWN

DJE

DATE

10/03

CHECKED

CAL

SCALE

1" = 30'

SHEET NO. 1 OF 1

City of Las Vegas

Agenda Item No.: 38

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 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 (southeast 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 consists of landscaping on the north side of Campbell Road extending southward from Elkhorn Road and of the medians in Elkhorn Road east of Campbell Road consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Twilight 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:

Copy of Encroachment Exhibit "A" (southeast corner of Campbell Road and Elkhorn Road)

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

ELKHORN ROAD

S00°09'16"E 609.82'

S89°42'08"E 483.33'

S89°48'05"E 669.35'

S89°42'08"E 427.10'

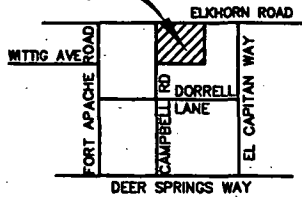
S89°48'05"E 294.70'

S00°14'10"E 556.99'

CAMPBELL ROAD

SEE
SHEET
1

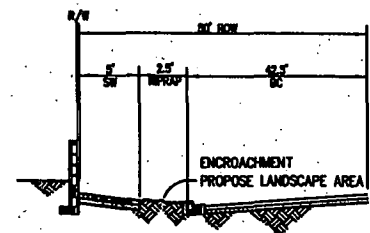
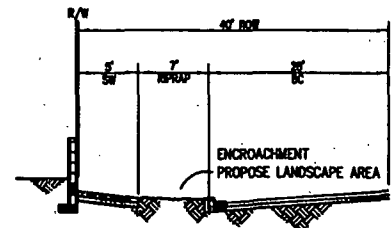
PROJECT
SITE



NTS

VICINITY MAP

EXHIBIT "A"



AREA OF ENCROACHMENT
PROPOSE LANDSCAPE AREA

DR HORTON

6845 ESCONDIDO STREET, BUILDING 8, SUITE 105
LAS VEGAS, NEVADA 89118
(702) 435-4888 FAX (702) 435-4931

ALPHA &

ENGINEERING
COMPANY

50 So. Jones #202, Las Vegas, NV, 89107
Telephone: (702) 577-1300

City of Las Vegas

Agenda Item No.: 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Sanitation District - Alpha Engineering on behalf of D.R. Horton, Inc., owner (southwest corner of Elkhorn Road and Torrey Pines Drive)

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 75 single family dwellings located at the southwest corner of Elkhorn Road and Torrey Pines Drive. The owner proposes to connect to an existing 18" sewer line located in Jones Boulevard. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The 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

Submitted after meeting – Interlocal Contract

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: **STRICKEN** under separate action (see individual item)

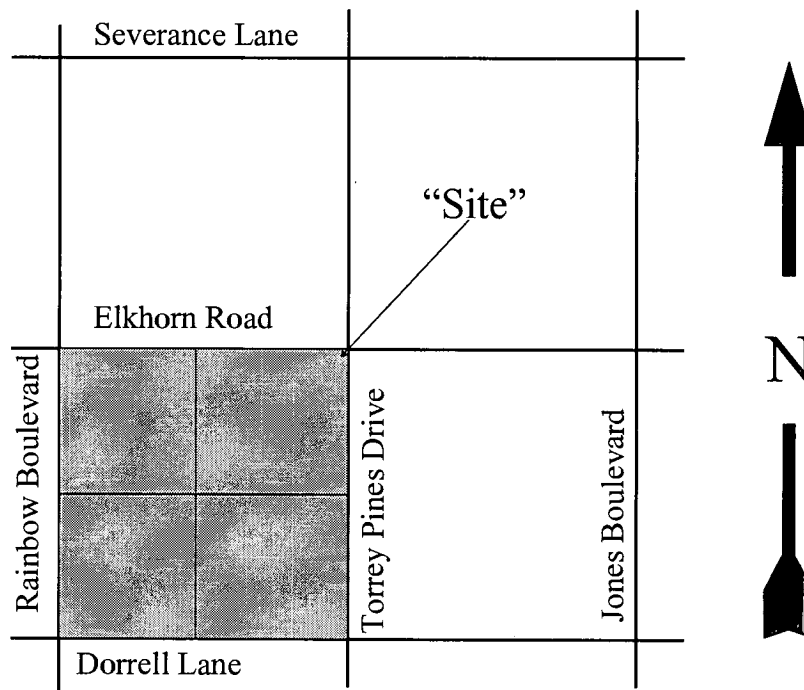
Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT –ALPHA ENGINEERING ON BEHALF OF DR HORTON, INC. OWNER, (SOUTHWEST CORNER OF ELKHORN ROAD AND TORREY PINES BOULEVARD, APN 125-23-102-002, 125-23-102-003, 125-23-102-004, & 125-23-102-006)****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 27th 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 D. R. Horton, Inc. (approximately 35.3 acres -- vacant land; Parcel No. 125-23-102-002, 003, 004 & 006 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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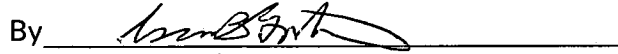
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

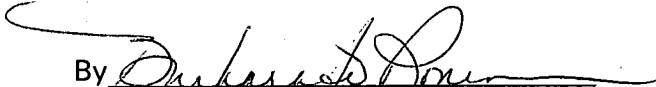
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

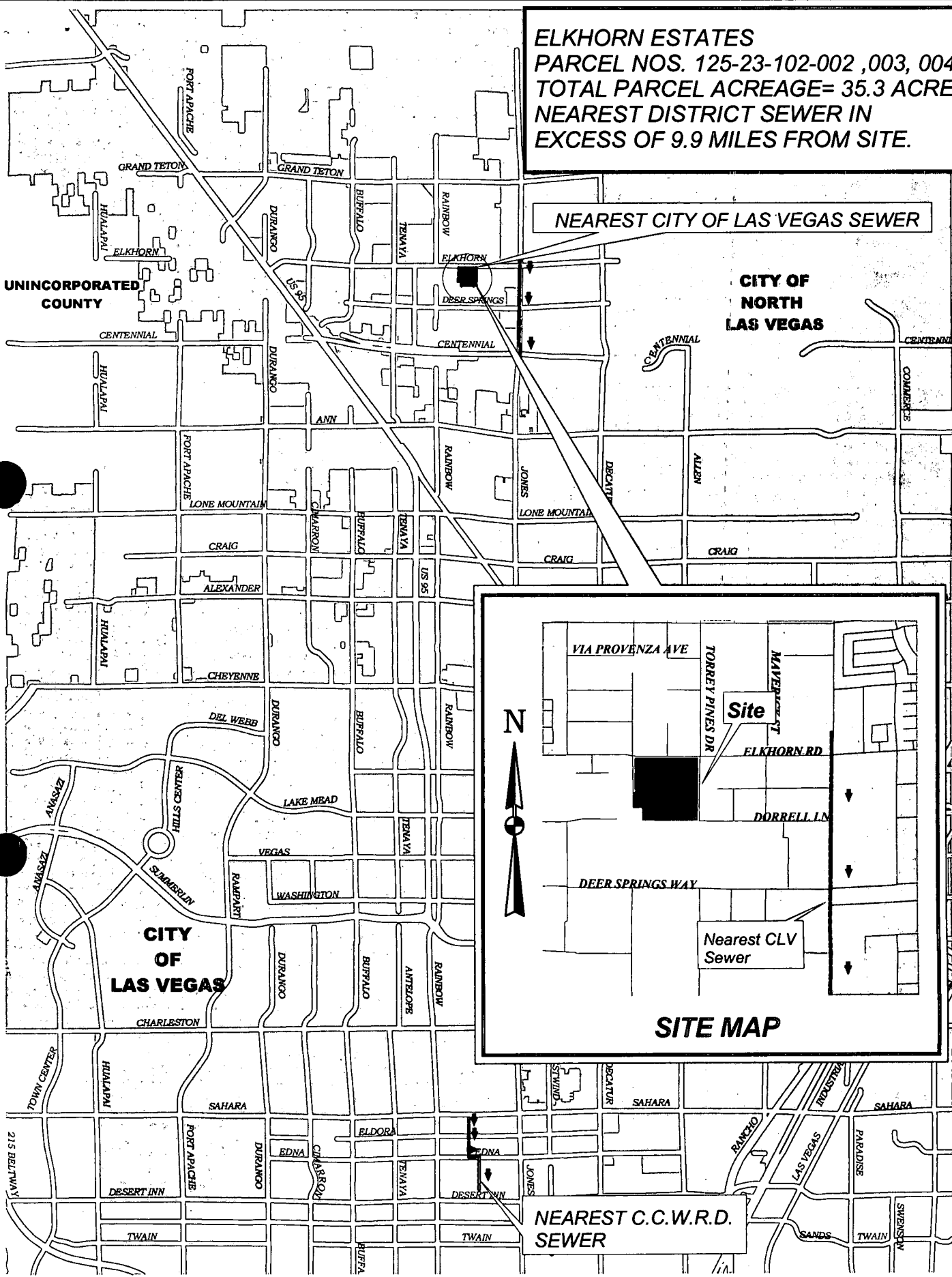
ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  12-10-03
Deputy City Attorney

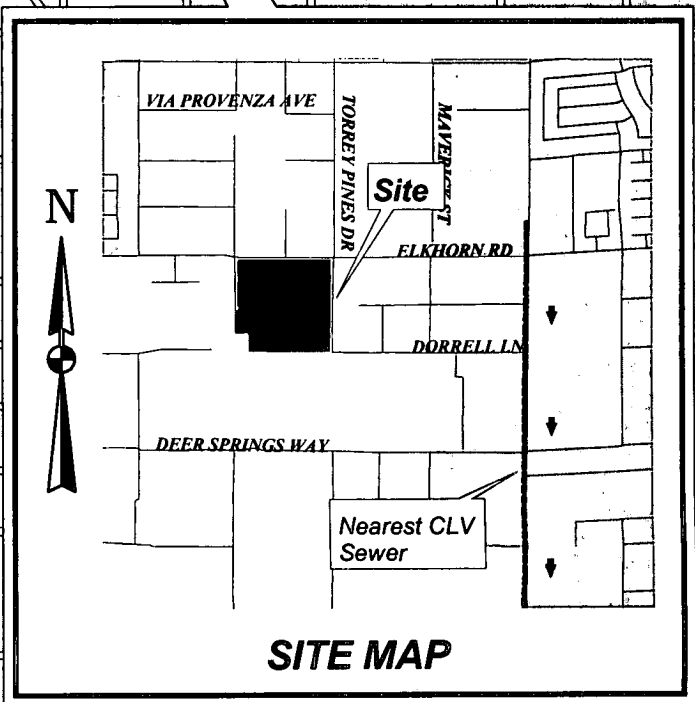
ELKHORN ESTATES
PARCEL NOS. 125-23-102-002 ,003, 004 & 006
TOTAL PARCEL ACREAGE= 35.3 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.9 MILES FROM SITE.



NEAREST CITY OF LAS VEGAS SEWER

CITY OF NORTH LAS VEGAS

CITY OF LAS VEGAS



Nearest CLV Sewer

NEAREST C.C.W.R.D. SEWER



City of Las Vegas

Agenda Item No.: 40

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Ace Engineering on behalf of Robert E. Marshall, owner (625 South Eighth Street) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment consists of landscaping on the east side of Eighth Street extending northward from Garces Avenue and on the north side of Garces Avenue extending eastward from Eighth Street consisting of trees, shrubs, grass, gravel, and an irrigation system for a proposed office building. 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 Eighth Street and Garces Avenue)

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

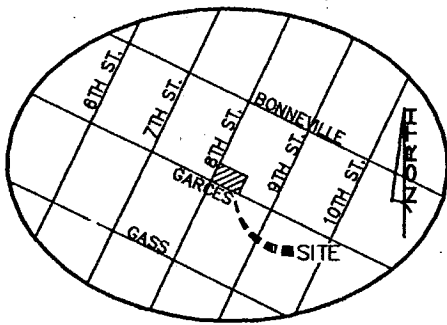
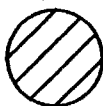
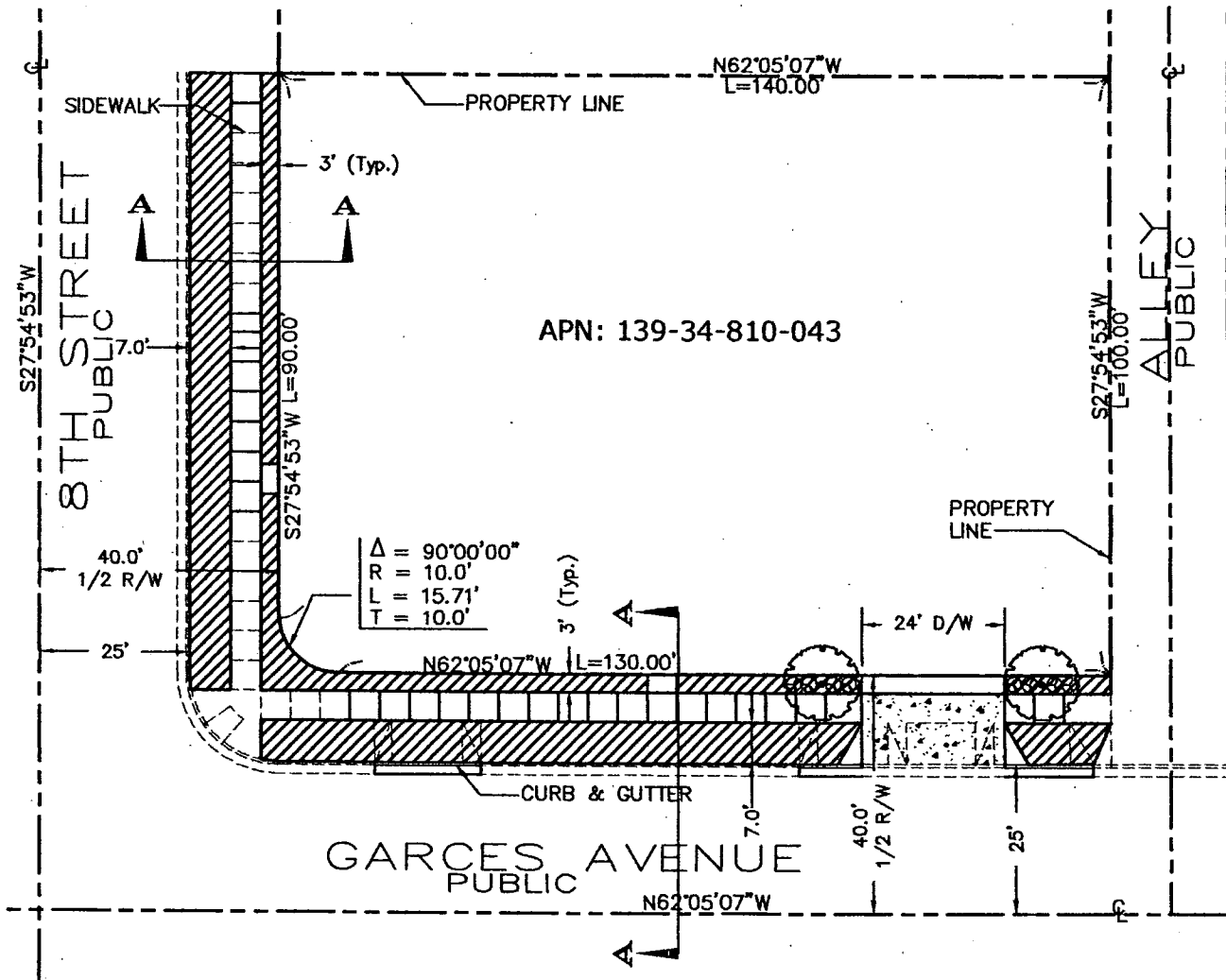
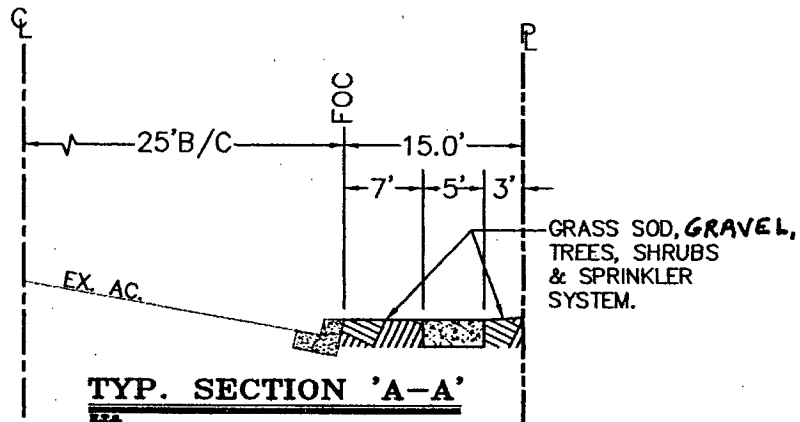
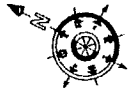
Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

**VICINITY MAP:**

AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA

EXHIBIT "A"

City of Las Vegas

Agenda Item No.: 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Rose Milner on behalf of LM Las Vegas, LLC, owner (southwest corner of Tee Pee Lane 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 consists of an approximate 7.5' wide area of landscaping on the west side of Tee Pee Lane extending southward from Elkhorn Road for approximately 665' consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Elkhorn/Grand Canyon Unit 3 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 Tee Pee Lane and Elkhorn Road)
2. Copy of Encroachment Exhibit "B" (vicinity map and typical section)

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

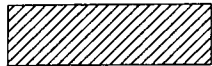
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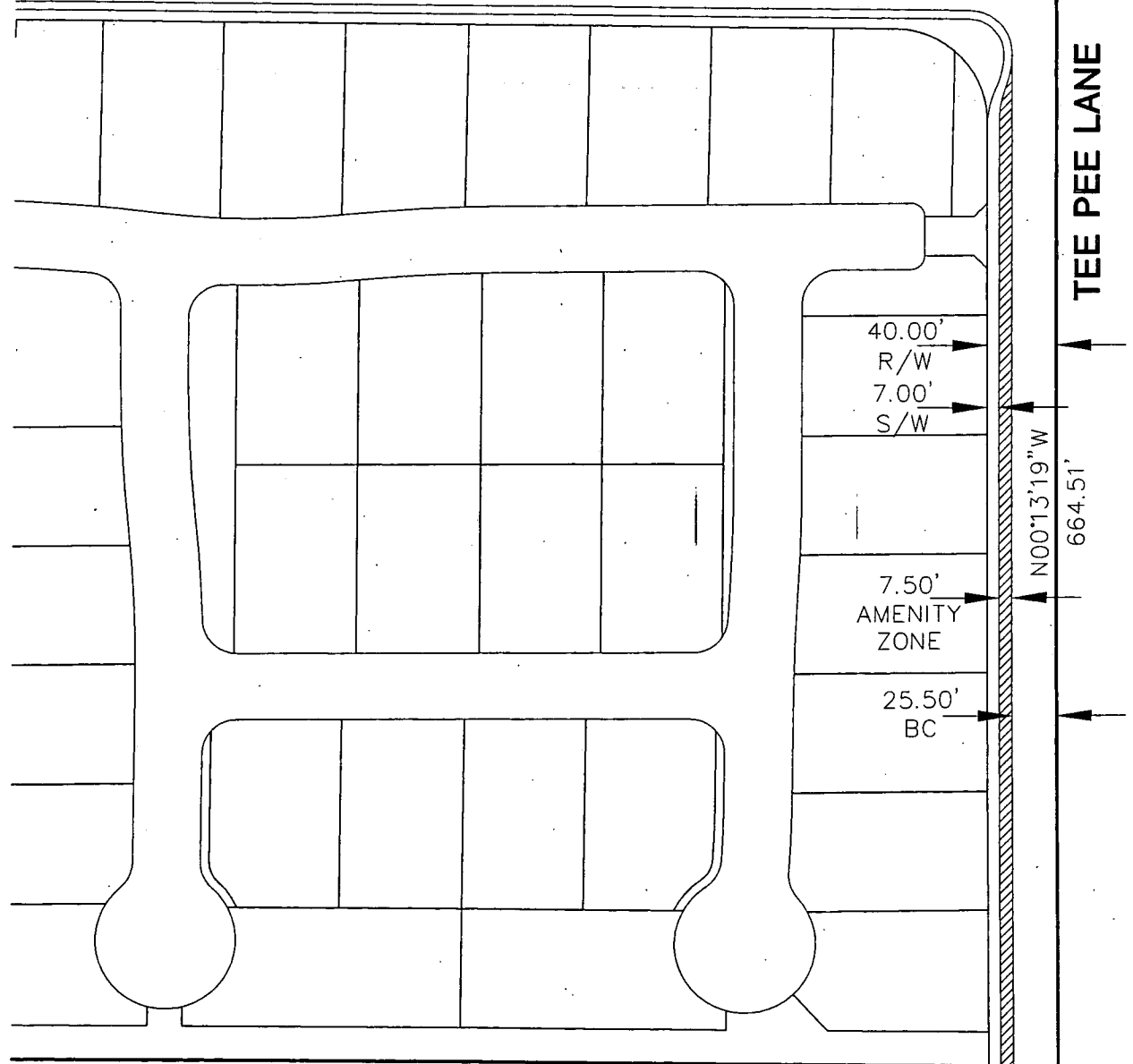
ELKHORN ROAD



EXHIBIT "A"



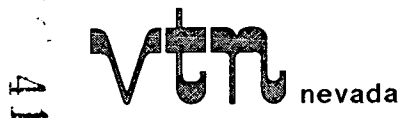
AREA OF ENCROACHMENT
(PROPOSED LANDSCAPE AREA)

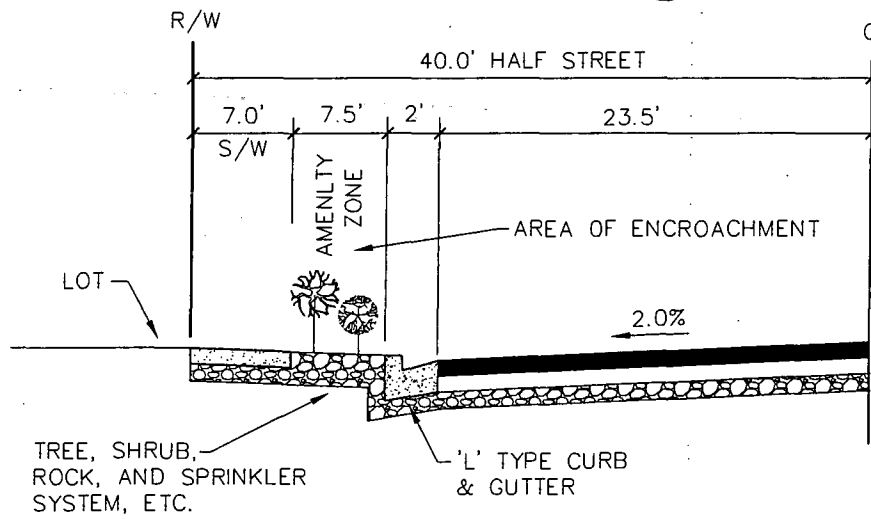


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EXHIBIT FOR
ENCROACHMENT AGREEMENT
ELKHORN / GRAND CANYON - UNIT 03

W.O.#: 5897
DATE: AUG. ,03'
BY: M.V.P.
SCALE: 1"=100'
SHEET 1 OF 2





TOWN CENTER COLLECTOR
TEE PEE LANE

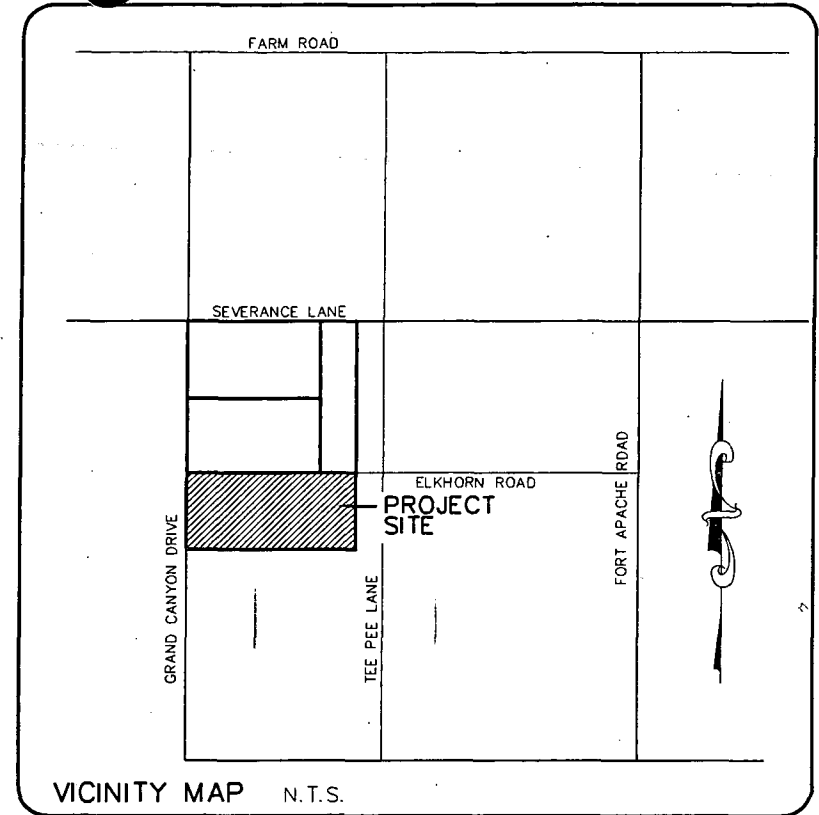


EXHIBIT "B"

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**EXHIBIT FOR
ENCROACHMENT AGREEMENT
ELKHORN / GRAND CANYON - UNIT 03**

W.O.#: 5897
DATE: AUG., 03'
BY: M.V.P.
SCALE: NONE
SHEET 2 OF 2

City of Las Vegas

Agenda Item No.: 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Carl W. Hille on behalf of Don and Paul, LLC, owner (Bonanza Road west of Martin Luther King Boulevard) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The existing encroachment consists of an approximate 15' wide area of landscaping on the south side of Bonanza Road extending approximately 1,323' along the property line consisting of trees, shrubs, cacti, ground cover, an irrigation system, an 8' tall wrought iron fence, new sidewalks for accessible path from existing public sidewalk, and a business sign. A 2' tall flood wall is to be constructed and included in this encroachment for Ahern Rentals. 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" (Bonanza Road)
2. Copy of Encroachment Exhibit "B" (Bonanza Road)
3. Copy of Encroachment Exhibit "C" (Bonanza Road)
4. Copy of Encroachment Exhibit "D" (Bonanza Road)
5. Copy of Encroachment Exhibit "E" (Bonanza Road)
6. Copy of Encroachment Exhibit "F" (Bonanza Road west of Martin Luther King Boulevard)

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

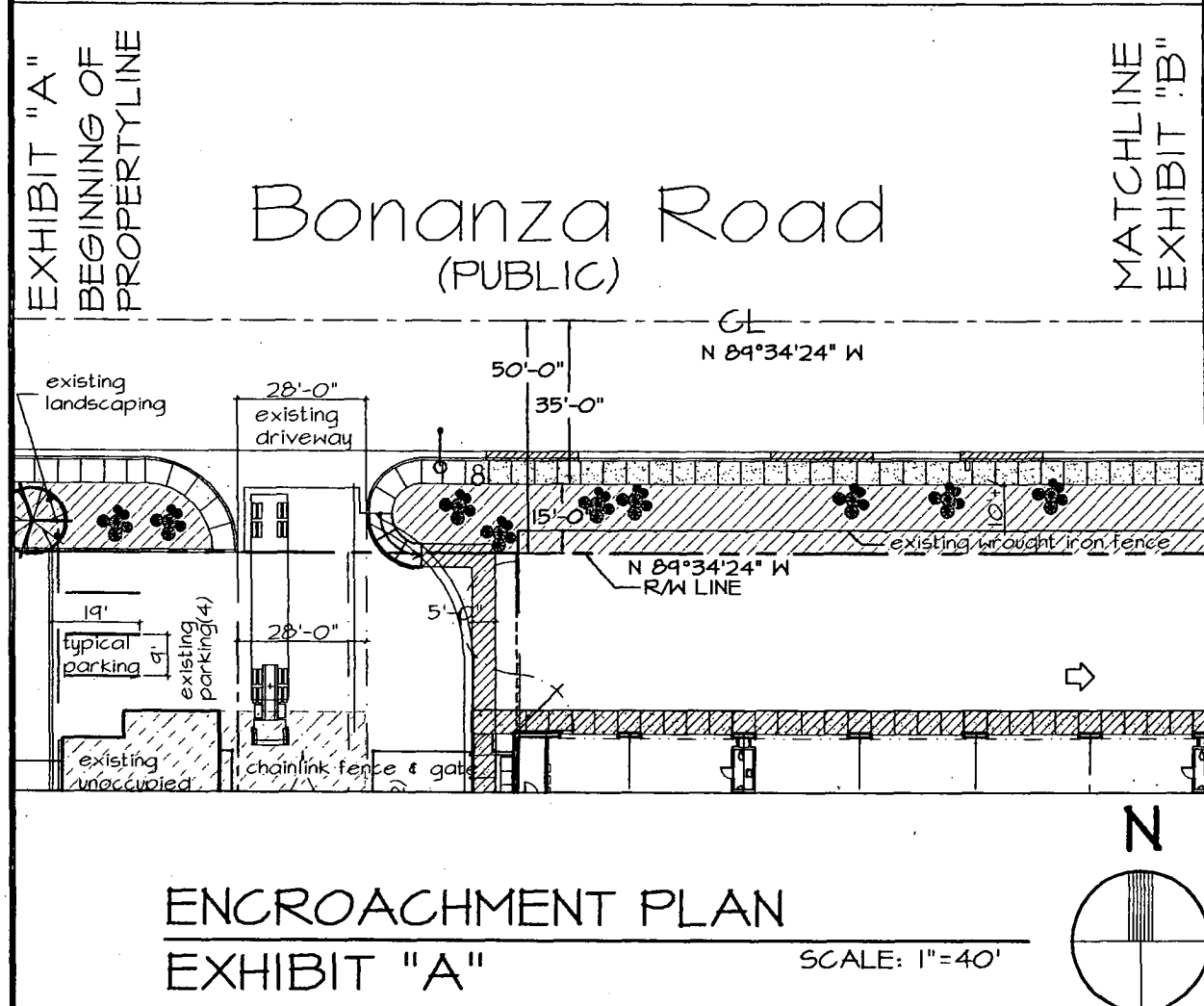
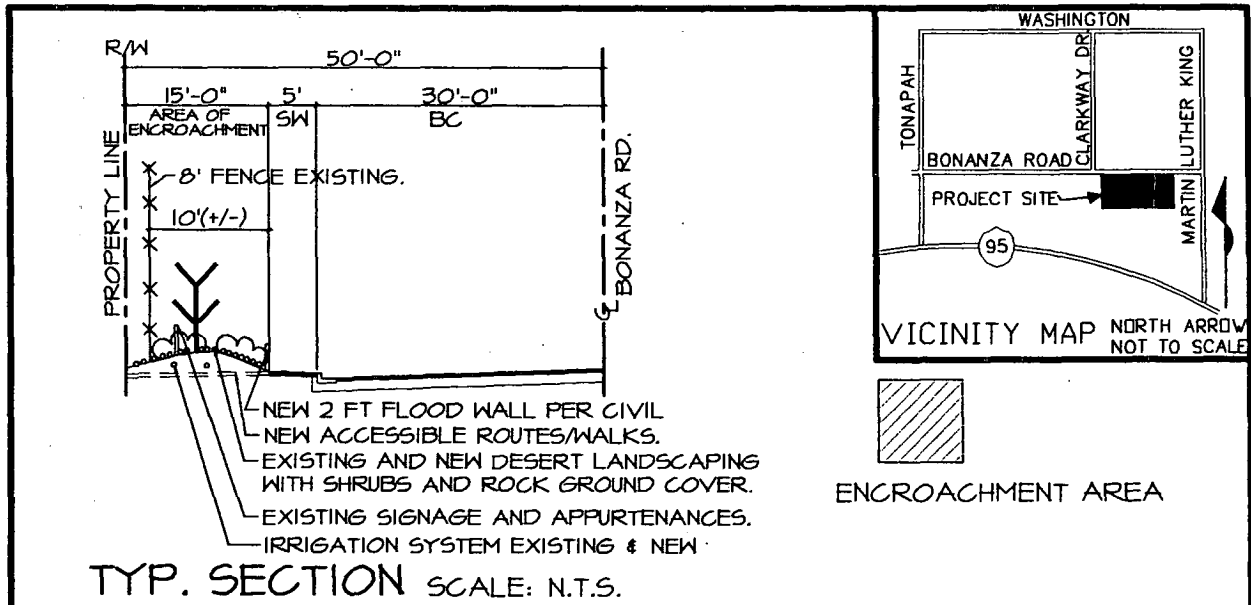
Item 28: APPROVED under separate action (see individual item)

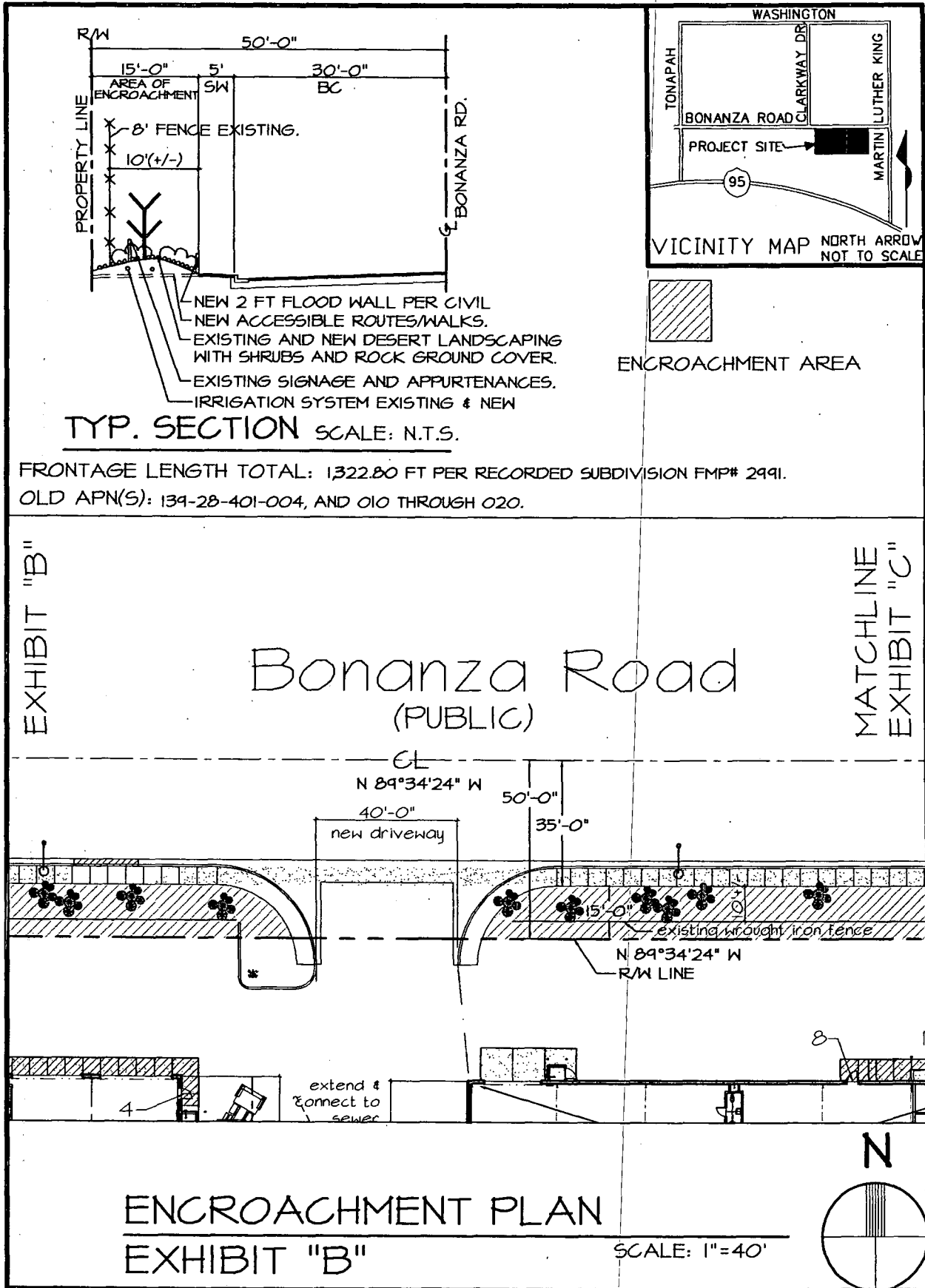
MINUTES:

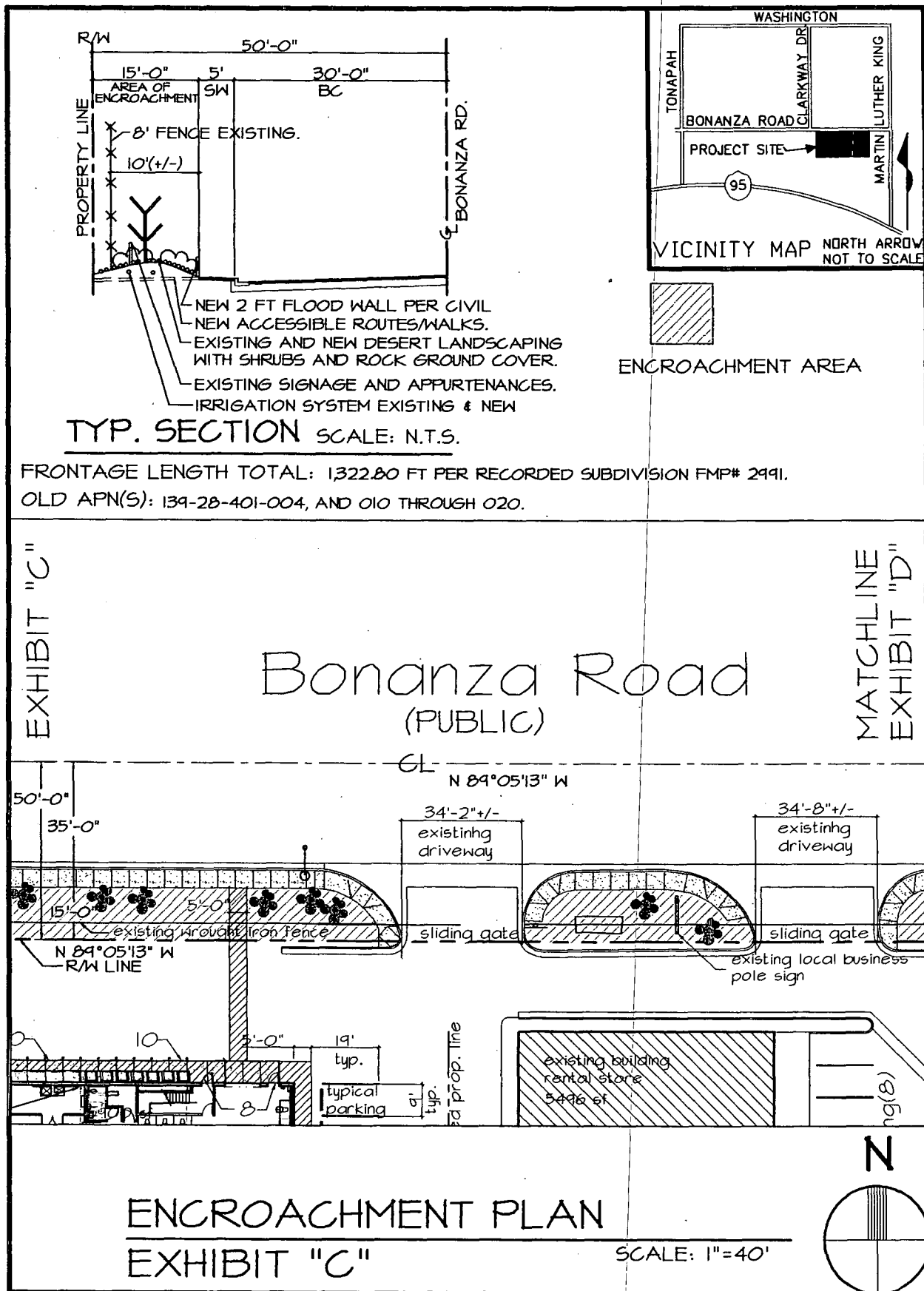
There was no related discussion.

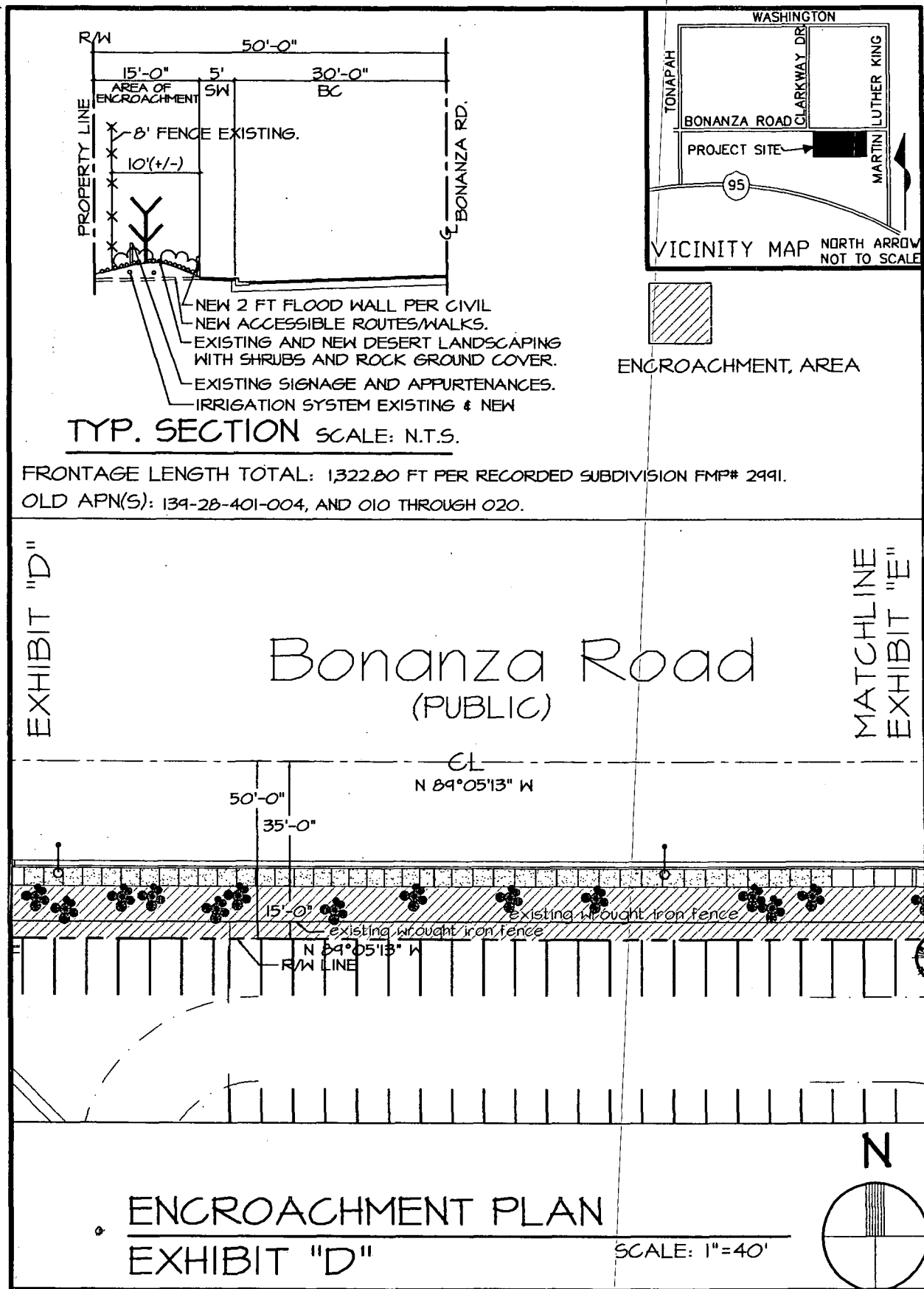
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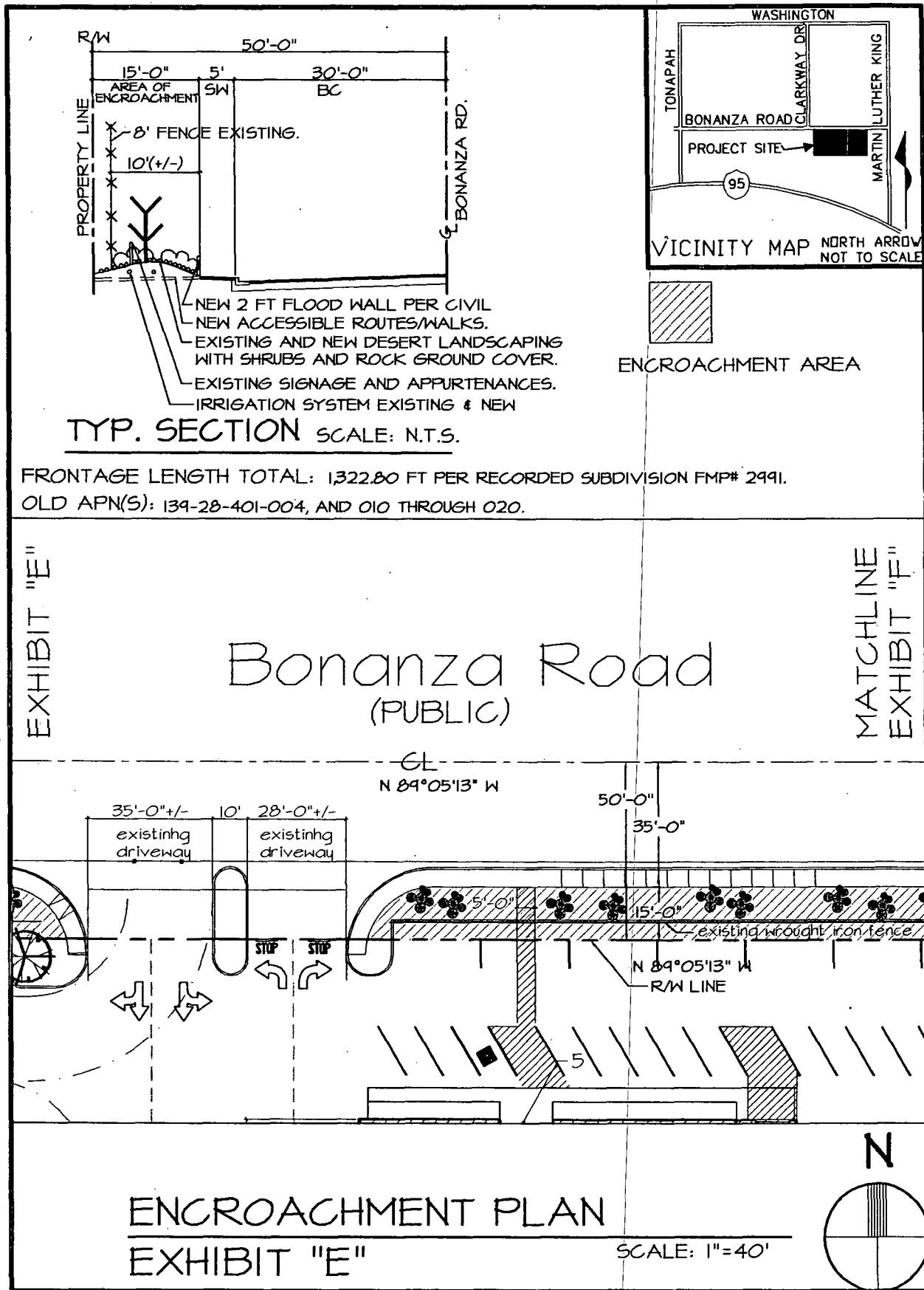
1-1292

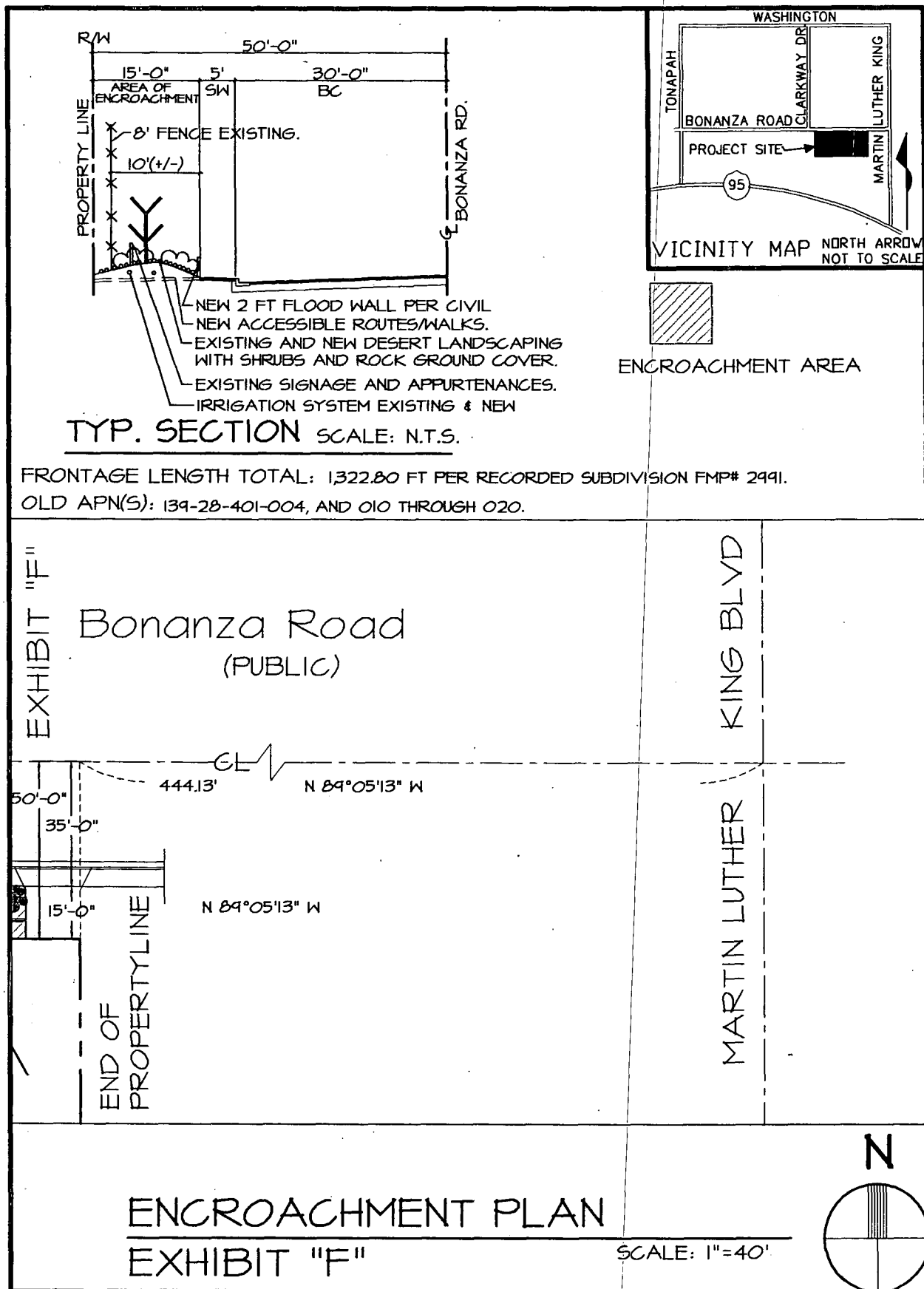












City of Las Vegas

Agenda Item No.: 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with JMA Architecture Studios for the design services of City Hall Expansion - Development Services Center located at Las Vegas Boulevard and Stewart Avenue (\$2,246,650 - City Facilities/Capital Improvement Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$2,246,650

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: City Facilities/Capital Improvement Fund

PURPOSE/BACKGROUND:

The City Hall Campus will expand to the east side of Las Vegas Blvd. with the addition of the new Development Services Center on the northeast corner of Las Vegas Blvd. & Stewart Ave. The project will include approximately 145,000 sq. feet of class "A" office space, a pedestrian bridge connecting to City Hall & additional customer parking. The lease on the existing Development Services Center building is scheduled to expire in November 2006 which coincides with the completion of this project. JMA Architecture Studios & their subconsultants will provide complete design services for this project.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with JMA Architecture Studios for the design services of City Hall Expansion - Development Services Center in the amount of \$2,246,650 and approve an Additional Services contingency reserve of \$312,665.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

PROFESSIONAL SERVICES AGREEMENT FOR CITY HALL EXPANSION - DEVELOPMENT SERVICES CENTER

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 3 day of Dec., 2003, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and JMA ARCHITECTURE STUDIOS, (the "Architect/Consultant").

RECITALS

WHEREAS, the City intends to construct CITY HALL EXPANSION - DEVELOPMENT SERVICES CENTER (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of \$28,500,000.00; 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.

5.1.2 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.

7.2 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 abandon 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 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:

CITY: Frank Trupiano
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: Michael Crowe, AIA
JMA Architecture Studios
10150 Covington Cross Drive
Las Vegas, NV 89144

Phone: (702) 731-2033 Fax: (702) 731-2039

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, judgements, 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.

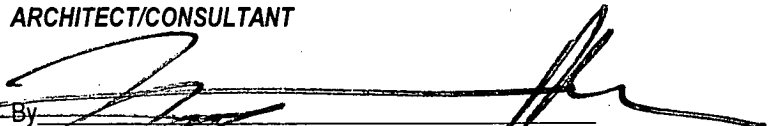
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

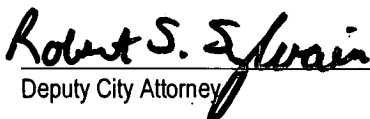
ATTEST


Barbara Jo Ronemus, City Clerk

ARCHITECT/CONSULTANT

By 
Thomas J. Schoeman, AIA, JMA Architecture Studios

APPROVED AS TO FORM

 11-14-03
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. 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 City Hall Campus will expand to the east side of Las Vegas Boulevard with the addition of the new Development Services Center on the northeast corner of Las Vegas Boulevard and Stewart Avenue. The project will include approximately 145,000 square feet of class "A" office space, a pedestrian bridge connecting to City Hall and additional customer parking.

The office building will primarily serve as the new Development Services Center for the City of Las Vegas. In addition, the building will provide office space for Public Works Administration, Field Operations Administration, Business Services and Purchasing & Contracts. The top floor will be approximately 18,000 square feet of shelled office space for future growth. The common areas of this floor will be complete.

The main customer service area will be approximately 10,000 square feet with immediate access from the main lobby on the first floor. The customer service area and main lobby will be a two-story space with second floor access via an escalator. Access to the pedestrian bridge and cafeteria will be immediately adjoining the second floor lobby.

The office space will be approximately 50% open office and 50% enclosed offices and conference rooms. The offices, conference rooms and work stations will be sized according to city standards. Parts II – VIII of the program provides a descriptive narrative and a detailed list of staff and functional spaces for all of the user groups. The staff is listed by job title and projections are provided for the year 2006 (date of completion) and the year 2016 (ten years of growth space). The entire project will be designed to accommodate the 2016 numbers. The square footage listed for the functional spaces is approximate. Each space will be sized to meet the requirements of the program and user group. The descriptive narrative of the functional spaces is intended to provide the basic requirements of each space. Further development of each space will be required with input/review from each user group. Noise control will be provided throughout the building. The building will be LEED Certified at a minimum. A cost benefit analysis of a Silver rating will be reviewed during design. Balconies will be provided on each floor to provide outside space to employees and visitors. Break rooms on each floor will be adjoining the balconies. Elevators and stairs will be provided in the main lobbies of each floor for vertical circulation. In addition, a back-of-house elevator and stair will be provided for employee circulation, custodial and freight services. The first floor service area will be located away from the main lobby and close to the back-of-house elevator.

The site is bordered by Las Vegas Boulevard on the west, Stewart Avenue on the south, 6th Street on the east and the US 95 on-ramp to the north. The existing mid block alley will be vacated and existing utilities relocated. In addition, Mesquite Avenue will also be vacated between Las Vegas Boulevard and 6th Street. Surface parking will be provided initially with plans for a possible parking structure in the future. A minimum of 140 parking spaces will be provided. The parking aisles and spaces will be sized to accommodate construction trucks and will be metered. The landscape for the Development Services Center will be an extension of the existing City Hall planting concepts. Initial traffic studies have indicated that the Stewart Avenue and Sixth Street intersection will require a new traffic signal. The design of the signal is included as part of the Basic Services of this contract.

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 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*.

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 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. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. 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 site analysis. Conduct a minimum of 2 workshops. Document all results in a site analysis report.

3.5.1.3 Prepare a boundary and topographic and vertical survey for the Project. Include vertical information of City Hall that will be required for the pedestrian bridge connection.

3.5.1.4 Receive from the City the preliminary space requirements list for current and future needs, adjacency requirements, office standards, budget and other requirements for the Project.

3.5.1.5 Conduct a minimum of 4 interactive workshops. Document all results.

3.5.1.6 Prepare for the City's approval, a Draft Architectural Program, which verifies the details of the program space requirements, needs and adjacency requirements of the Project and interactive workshop results. Prepare preliminary LEED strategy reports.

3.5.1.7 Prepare a conceptual level Construction Cost Estimate by system.

3.5.1.8 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.

3.5.1.9 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. The building is required to have class "A" finishes.

3.6.1.3 Prepare a schematic level Construction Cost Estimate by system.

3.6.1.4 Conduct a minimum of 4 interactive workshops. Document all results.

3.6.1.5 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.

3.6.1.6 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. Schematic documents shall also include updated LEED strategy reports. The *Architect/Consultant* shall provide six (6) copies of the final documents from this phase for distribution.

3.6.1.7 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. Conduct a minimum of 4 interactive workshops, document all results. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents 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 and relocation of existing utilities.

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 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 including day lighting factor analysis and energy modeling studies.

3.7.1.1.18 Power plans

3.7.1.1.19 Low voltage system, security, audio visual, voice data plans.

3.7.1.1.20 Signage plans including site way finding signage.

3.7.1.1.21 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 and LEED Specifications.

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 a Value Engineering Session 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 Specifications

3.8.1.2 Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase for distribution, and provide five (5) copies each at 70 percent final documents.

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 50 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 50 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 50 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** Final 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 riser 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 Final 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 Final 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 70 percent Construction Documents, including the following:

- 3.8.1.8.1.1 Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.8.1.9 Prepare 90 Percent Construction Documents, including the following:

3.8.1.9.1 Drawings

- 3.8.1.9.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.8.1.9.2 Specifications

- 3.8.1.9.2.1 Complete specifications. 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.

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 90 percent CD Submittal.
- 3.8.1.9.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.8.1.10 Prepare Final Construction Documents, including the following:

3.8.1.10.1 Drawings

- 3.8.1.10.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.8.1.10.2 Specifications

- 3.8.1.10.2.1 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.

3.8.1.10.3 Calculations

3.8.1.10.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.8.1.10.4 General

3.8.1.10.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the Final CD Submittal.

3.8.1.10.4.2 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 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. 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 Site Analysis Report.
- 2.3 Programming Report.
- 2.4 Conceptual Design Drawings.
- 2.5 Construction Cost Estimate.
- 2.6 LEED Strategy Report

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
- 3.2 Construction Cost Estimate.
- 3.3 Day Lighting Factor Analysis Report.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
- 4.2 Presentation Drawings, mounted including exterior rendering and interior customer service area rendering.
- 4.3 Materials Board.
- 4.4 Flood/Hydrology Report draft, if required by governing authorities
- 4.5 Construction Cost Estimate.
- 4.6 Bundle Report

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 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.
- 5.3 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
- 5.4 Building Permit Application.
- 5.5 Building Department and Land Development plan review permit applications.
- 5.6 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.

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, horizontal control, and other related design work produced by the *Architect/Consultant* under this Agreement, 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.
- 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	47	Includes 2 week City review period.
Schematic Design	56	Includes 2 week City review period.
Design Development	90	Includes 1 week City review period.
Construction Documents	153	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	346	

- 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	2%	\$50,250.00	
Schematic Design	14%	\$306,750.00	
Design Development	20%	\$449,330.00	
Construction Documents	40%	\$901,124.00	
Bidding	4%	\$89,866.00	
Construction and Post Construction	20%	\$449,330.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
	TOTAL	\$2,246,650.00	

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	\$175
Project Architect/Manager	\$120
Design Manager	\$125
Project Designer	\$100
Interior Design Manager	\$100
Job Captain	\$70
Drafter/ CAD Operator	\$57 / \$34
Work Processor/Clerical	\$57

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: Poggemeyer Design Group	
CLASSIFICATION	HOURLY RATE
Principal	\$163
Project Manager	\$130
Engineer	\$96
Senior Designer	\$85
Drafter/CAD Operator	\$75
Work Processor/Clerical	\$54

Subconsultant: JBA Consulting Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$125
Senior Project Manager	\$85
Project Manager	\$75
Designer	\$60
Drafter/CAD Operator	\$50
Work Processor/Clerical	\$40

Subconsultant: Wright Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$165 / 180
Senior Project Manager	\$105 / 145
Project Manager	\$90 / 105
Processor	\$65 / 75
Project Coordinator	\$65 / 105
Drafter/CAD Operator	\$70 / 105
Work Processor/Clerical	\$40

Subconsultant: Southwick Landscape Architects	
CLASSIFICATION	HOURLY RATE
Principal	\$120
Landscape Architect	\$95
Drafter/CAD Operator	\$65
Work Processor/Clerical	\$45

Subconsultant: Gren A & E Consultants	
CLASSIFICATION	HOURLY RATE
Principal	\$120
Specification Writer	\$100
Work Processor/Clerical	\$65

Subconsultant: ECM and Associates	
CLASSIFICATION	HOURLY RATE
Estimator	\$75
Work Processor/Clerical	\$40

Subconsultant: The Weidt Group	
CLASSIFICATION	HOURLY RATE
Principal	\$148
Project Manager	\$143
Energy Specialist	\$98 / 113
Technical	\$66 / 98

ADDITIONAL SERVICES The Tenant Improvements for the sixth floor are not part of the Basic Services. If the City chooses to build out the sixth floor and upon written authorization from the city, the *Architect/Consultant* shall perform the Tenant Improvement drawings as an optional Additional Service. The compensation for this optional Additional Service is established as \$65,000.00. The fee is broken down as follows:

Schematic Design: \$9,750.00

Design Development: \$13,000.00

Construction Documents: \$26,000.00

Bidding: \$3,250.00

Construction Administration: \$13,000.00

A 3D flyby is not part of the Basic Services. If the City requires a 3D flyby and upon written authorization from the city, the *Architect/Consultant* shall perform the 3D flyby as an optional Additional Service. The compensation for this optional Additional Service is established as \$15,000.00.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"**KEY PERSONNEL LIST****CITY PERSONNEL**

PROJECT MANAGER: Frank Trupiano

PROJECT REPRESENTATIVE: To be determined.

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: Michael Crowe, AIA

PRINCIPAL: Thomas J. Schoeman, AIA

PROJECT DESIGNER: Kip Barton

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: Poggemeyer Design Group

STRUCTURAL ENGINEER: Wright Engineers

MECHANICAL ENGINEER: JBA Consulting Engineers

ELECTRICAL ENGINEER: JBA Consulting Engineers

LANDSCAPE DESIGN: Southwick Landscape Architects

COST ESTIMATOR: ECM and Associates

INTERIOR DESIGN: JMA Architecture Studios

SPECIFICATIONS/LEEDS: Gren A & E Consultants

ENERGY MODELING, DAY LIGHTING: The Weidt Group

SECURITY, AUDIO VISUAL, VOICE DATA, CABLE AND ACOUSTICAL ENGINEER: JBA Consulting Engineers

LAND SURVEYOR: Poggemeyer Design Group

GEOTECHNICAL: Ninyo & Moore

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	Contracting Entity
JMA ARCHITECTURE STUDIOS	
Name	
10150 COVINGTON CROSS DRIVE	
Address	
LAS VEGAS, NV 89144	
Telephone	
702 731-2033	
EIN or DUNS	
88-0107648	

Block 2	Description
Subject Matter of Contract/Agreement:	
ARCHITECTURE / ENGINEERING SERVICES	
REP #:	

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.	Thomas J. Schoeman, President	10150 Covington Cross Dr. Las Vegas, NV 89144	702-731-2033
2.	Edward Vance, Vice President	same as above	702-942-2033
3.	John Lopeman, Vice President	same as above	702-731-2033
4.	Steven Wise, Vice President	same as above	702-942-2033
5.	Jonelle Vance, Interior Des. Mgr.	same as above	702-942-2033
6.			
7.			
8.			
9.			
10.			

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

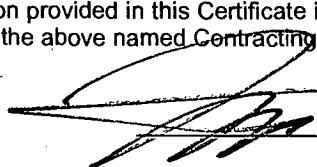
Block 5: Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



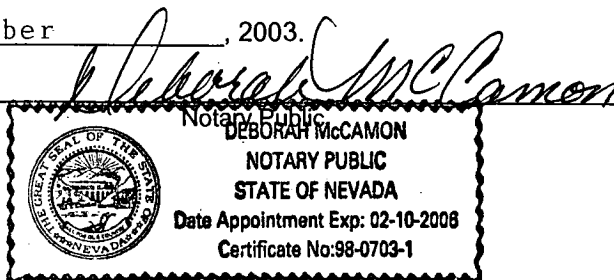
 Name

11-12-03

Date

Subscribed and sworn to before me this 12th day of

November, 2003.



City of Las Vegas

Agenda Item No.: 44

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Construction Management Agreement with TJ Consulting for Construction Management for Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$184,800 - Capital Project Funds) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$184,800**☒**Budget Funds Available****Dept./Division: Public Works/Eng. Integration**☐**Augmentation Required****Funding Source: Capital Project Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas desires to construct Washington and Buffalo Park located on approximately 105 acres at Washington Avenue and Buffalo Drive. The new improvements will provide additional park amenities for the citizens of Las Vegas. TJ Consulting is a local construction management firm. They bring many years of experience to the project. They will provide the required construction management.

RECOMMENDATION:

That the City Council approve the negotiated Construction Management Agreement with TJ Consulting for Construction Management for Washington and Buffalo Park Phase 1A and 1B in the amount of \$168,000 and approve an additional services contingency reserve of \$16,800.

BACKUP DOCUMENTATION:

Construction Management Agreement

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

Construction Management Agreement

USE THIS FORM OF AGREEMENT FOR FULL SERVICE CONSTRUCTION MANAGEMENT SERVICES

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.** Fill in the information in the following table. Then click in the last box on the table below to run a macro that will update all the fields in the Agreement.
3. **EXHIBITS.** Each of the Exhibits must be carefully reviewed & customized for each project.
4. **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 and Buffalo Park Phase 1A and 1B
Construction Cost <i>(Hard cost budget without contingency)</i>	\$168,000.00
Total Fee	\$184,800.00
City Person Signing Agreement	Oscar Goodman, Mayor <i>(Automatically fills in the name based on Total Fee)</i>
City's Project Manager	Clair M. Lewis, ASLA
Construction Manager Business Name CLV Business License No.	TJ Consulting M18-02293-K-100917
Construction Manager Business Address	1504 Willowbark Court Las Vegas, NV 89117 Phone: (702) 296-9788 Fax: (702) 254-0626
Construction Manager Person Signing Agreement and Receiving Notices	Timothy J. Blond
Construction Manager On-Site Project Representative	Timothy J. Blond
	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 " CONSTRUCTION MANAGER'S PERFORMANCE SCHEDULE

EXHIBIT " D " FEE AND MANHOURS BREAKDOWN

EXHIBIT " E " CONSTRUCTION MANAGER'S HOURLY RATE SCHEDULES AND ADDITIONAL SERVICES

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS *(Automatically changes based on the Total Fee entered above)*

CONSTRUCTION MANAGEMENT AGREEMENT FOR WASHINGTON AND BUFFALO PARK PHASE 1A AND 1B

THIS AGREEMENT is made and entered into this 3 day of December, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and TJ CONSULTING (herein the "Construction Manager").

WITNESSETH:

WHEREAS, the City intends to construct **WASHINGTON AND BUFFALO PARK PHASE 1A AND 1B**, commonly known and referred to as the "Project"; and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, with respect to the Project, the City intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been engineered and designed by a professional engineer (herein the "Consultant"); and

WHEREAS, the City desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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 Eight hereof:

SECTION ONE CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 Scope of Services. Acting as a fiduciary agent for the City, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", **Exhibit "A"**, and "Required Submittals", **Exhibit "B"**, and "Construction Manager's Performance Schedule, **Exhibit "C"**, attached hereto, subject to the terms and conditions of this Agreement.

1.02 Additional Services. The Construction Manager shall provide the services set forth in "Construction Manager's Hourly Rate Schedules and Additional Services," **Exhibit "E"** attached hereto, if, and only if, so requested in writing by the City. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 Performance Standards. In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

1.04 Waiver. The City's approval of any documents or services furnished by the Construction Manager shall not in any way relieve the Construction Manager of responsibility for the professional and technical accuracy of its documents and services. The City's review, approval, acceptance or payment for any of the Construction Manager'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 Construction Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Construction Manager's negligent act or omission in performance of this Agreement.

1.05 Construction Manager's Representative. The Construction Manager's Representative is hereby designated as indicated in **Exhibit "F"**, "Key Personnel List", who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the City's Representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the City. If the Construction Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 8.0.3.

1.06 Correspondence Review. The Construction Manager shall furnish the City's Representative copies of each correspondence sent to the Contractor or to any regulatory agencies.

1.07 Cooperation with the City. The Construction Manager agrees that its officers, associates, employees and subcontractors 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's Representative. The Director of Public Works, or the authorized representative designated in writing by the Director of Public Works, is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Construction Manager.

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

2.03 Review of Construction Manager's Services and Documents. The services to be performed by the Construction Manager shall be subject to periodic review by the City's Representative. The review comments of the City's Representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the City for comment within 10 working days of receipt of such documents.

2.04 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any 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 the Scope of Services. The City shall assist the Construction Manager 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 the Scope of Services.

SECTION THREE CHANGES TO THE SCOPE OF SERVICES

3.01 Requested Changes. The City may at any time, by written order, make changes to the Scope of Services to be provided by the construction of the Project or the Scope of Services.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services 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 Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the City grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR TERM OF AGREEMENT

4.01 Term. This Agreement shall commence on the day in the first paragraph set forth above and shall remain in force and effect until the Project is completed (as evidence by the issuance of a Certificate of Completion) unless the City serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

4.02 Disputes. This Section shall not be construed to preclude the filing of any disputes arising out 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 this Agreement or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION FIVE COMPENSATION AND TERMS OF PAYMENT

5.01 General. The City agrees to pay the Construction Manager as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee set forth in **Exhibit "D"** (Fee and Man-hours Breakdown). In no event shall the total amount of compensation to be paid to the Construction Manager exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the City.

5.02 Compensation. Construction Manager estimate of the number of man-hours to be expended in the performance of this agreement is set forth in "Fee and Man-hours Breakdown", **Exhibit "D"**, attached hereto. The City shall pay the Construction Manager for the services actually performed under the Scope of Services the hourly rates set forth in "Construction Manager's Hourly Rate Schedules and Additional Services", **Exhibit "E"**, attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.

5.03 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month based upon the rates set forth in the "Fee and Manhours Breakdown", **Exhibit "D"**, and the "Construction Manager's Hourly Rate Schedules and Additional Services", **Exhibit "E"**. An original invoice and one copy to the City's Representative in the format acceptable to the City Representative, attached hereto shall be submitted to the City. Payment shall be due within sixty (60) days after the date of receipt and approval by the City's Representative of the monthly invoice, unless the amount set forth therein, or any portion thereof, is being disputed by the City in which case payment shall be made in the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.

5.04 Retainage. Upon approval, the City shall pay to the Construction Manager ninety-five percent (95%) of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 5.05.

5.05 Right to Off-Set. The City's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The City's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.

5.06 Final Payment. Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Construction Manager 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 SIX PROJECT SCHEDULE

6.01 Project Schedule. If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the City's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than thirty (30) days after the Contractor receives written notice to proceed from the City. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The Construction Manager shall complete his review within ten (10) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Contractor's progress to the City's Representative.

6.02 Revised Project Schedule. If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the City's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the City's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN AUDIT: ACCESS TO RECORDS

7.01 Records. The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the financial information and data used by the Construction Manager 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 and established 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 Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 Disclosure. The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager 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 Construction Manager.

7.03 Period of Maintenance. The books, records and other documents under Sections 7.01 and 7.02 above 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.

7.04 Subcontract Provisions. The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT MISCELLANEOUS PROVISIONS

8.01 Suspension. The City may suspend performance by the Construction Manager under a Scope of Services for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the City.

8.02 Termination. The City reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the City 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 Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 Default. The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default"):

A. If the Construction Manager shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Construction Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Construction Manager 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 Construction Manager for the purpose of effecting any of the foregoing;

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

D. If the Construction Manager should, in the judgment of the City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, 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 Construction Manager hereunder, finish this

Agreement by such means as the City may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of finishing this Agreement. 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 Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to off-set any and all claims made by the Construction Manager for payment of its Fee or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Construction Manager for failure to comply with any of the terms and conditions of this Agreement.

8.04 Ownership of Documents. Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the City. In the event of completion or termination of this Agreement, the City reserves the right to require delivery of any and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Construction Manager will be at the City's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

8.05 Insurance. The Construction Manager shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

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

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

C. **Professional Liability Insurance.** Such insurance shall protect the Construction Manager 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. **Comprehensive General Liability and Professional Liability Insurance.** The Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the City, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

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 \$100,000 without the written approval of the City.

F. **Period of Coverage.** Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement. 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 Construction Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

8.06 Indemnity. Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager 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 acts or omissions of the Construction

Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of the negligent acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction Manager is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Construction Manager 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 Construction Manager.

8.07 Assignment. The City and the Construction Manager 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 Construction Manager 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.

8.08 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 Construction Manager of any of its obligations hereunder.

8.09 Construction Manager Warranties. The Construction Manager hereby represents and warrants:

A. 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 and licensed to do business in the City of Las Vegas and the State of Nevada.

B. 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.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Construction Manager'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.

D. That it has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999, and effective October 1, 1999), as amended by resolution 105-99 (adopted by City Council November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"**, all of the principals, including partners, of the Construction Manager, as well as persons and entities holding more than a one percent (1%) interest in the Construction Manager or any principals of the Construction Manager. If the Construction Manager, its principals or partners, are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employees 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 Construction Manager shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within 15 days of such change.

8.10 Construction Manager Employees. The Construction Manager shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Construction Manager 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.

8.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Construction Manager 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.

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

8.13 Compliance with Laws. The Construction Manager 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.

8.14 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.

8.15 Confidentiality. The Construction Manager shall treat the information relating to the Project which has been produced by the Construction Manager 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 Construction Manager shall also require subcontractors and vendors to comply with this requirement.

8.16 Site Inspection. The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager'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.

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

8.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, or deposited with the United States Postal Service addressed as follows:

CITY:

Clair M. Lewis, ASLA
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 382-3232

CONSTRUCTION MANAGER:

Timothy J. Blond
TJ CONSULTING
1504 Willowbark Court
Las Vegas, NV 89117

Phone: (702) 296-9788 Fax: (702) 254-0626

8.19 Prohibition Against Contingent Fees. The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an 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 Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 Dispute Resolution

A. 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 Construction Manager. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the City prior to providing such services of the Construction Manager'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 such services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. 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 Construction Manager. 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 Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. 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 Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager 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 Construction Manager 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 D and E apply to the joinder rights provided herein in such a way as to preclude the City from joining the Construction Manager as a party to any arbitration proceeding 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 Construction Manager is named as an additional party by the City, the Construction Manager shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

D. In order for the Construction Manager 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 Construction Manager 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. 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.

F. 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.

G. 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.

H. 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.

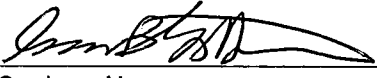
8.21 Attorney Fees. The prevailing party in a litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

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

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

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

CONSTRUCTION MANAGER

By 
Timothy J. Blod, TJ Consulting

APPROVED AS TO FORM

 11/4/03
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 " CONSTRUCTION MANAGER'S PERFORMANCE SCHEDULE

EXHIBIT " D " FEE AND MANHOURS BREAKDOWN

EXHIBIT " E " CONSTRUCTION MANAGER'S HOURLY RATE SCHEDULES AND ADDITIONAL SERVICES

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"**SCOPE OF SERVICES****ARTICLE 1: GENERAL****1.1 PURPOSE**

1.1.1 The services covered by this agreement are for the purpose of administering the Construction Contract for the Project per Section 01300 of the Construction Contract Project Manual, throughout the construction of the Project.

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Construction Manager for said Scope of Services is based upon the Construction Manager and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 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 Construction Manager. If increased scope or workload is encountered, the Construction Manager shall notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 The Construction Manager's work shall, to the extent possible, be prepared using Expedition software by Primavera; same version as the City is currently using. Where Expedition capabilities are limited, provide documents in the following software formats: AutoCAD 2000, Microsoft Office 2000 and Microsoft Project 2000.

1.3.2 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 sender. The Construction Manager shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Construction Manager shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.3 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.4 No disclaimers are allowed on any document submittals.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Construction Manager to allow the Construction Manager to complete their work.

2.2 The City shall provide the Construction Manager with:

2.2.1 Any other information required to complete the work, as available, which is not in the Construction Manager's Scope of Services.

2.2.2 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Construction Manager's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.2.3 Access arrangements for the Construction Manager to enter upon public and private property as required to perform their services.

2.2.4 A management team to review submittals, and to work with the Construction Manager to achieve an acceptable, cost effective Project.

ARTICLE 3: THE CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 The Construction Manager shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

- 3.1.1** Pre-Construction Services
- 3.1.2** Construction Management and Contract Administration
- 3.1.3** Project Close-Out
- 3.1.4** Table of Responsibilities

3.2 PRE-CONSTRUCTION SERVICES

3.2.1 Plan and Specification Review. The Construction Manager shall:

- 3.2.1.1** Perform a review of the Plans and Specifications. (For his own information)
- 3.2.1.2** Perform a follow-up review of the geotechnical report. (For his own information)
- 3.2.1.3** Review the Contractor's Dust Permit for Construction Contract compliance.
- 3.2.1.4** Review the Contractor's Dust Mitigation Plan for Construction Contract compliance
- 3.2.1.5** Review the Contractor's Storm Water Permit for Construction Contract compliance.
- 3.2.1.6** Forward any comments to the City Project Manager.

3.2.2 Pre-Construction Meetings. The Construction Manager shall:

- 3.2.2.1** Participate in partnering sessions if requested by the City.
- 3.2.2.2** Participate in the pre-construction conference in accordance with Section 01300 of the Construction Contract Project Manual.
- 3.2.2.3** Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the City Project Manager and Contractor.
- 3.2.2.4** Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.
- 3.2.2.5** Participate in the Site Mobilization Meeting in accordance with Section 01300 of the Construction Contract Project Manual.
- 3.2.2.6** Be responsible for the taking of and issuance of any Site Mobilization Meeting Minutes, if necessary.
- 3.2.2.7** Generate all Meeting Minutes in Expedition and forward to the Contractor, City Project Manager and Architect for review and record.

3.2.3 Pre-Construction Schedules. The Construction Manager shall:

- 3.2.3.1** Receive from the Contractor, all Schedules including Schedule of Values.
- 3.2.3.2** Review and provide to the City Project Manager and the Architect comments and recommendations on the Contractor's Preliminary Guaranteed Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual.
- 3.2.3.3** Review any revision to the Preliminary Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual and forward all comments and recommendations to the City Project Manager and the Architect for review.
- 3.2.3.4** Review and comment on the Contractor's Post Construction Contract Award Schedule of Values in accordance with Section 01200 of the Construction Contract Project Manual. The Construction Manager will forward all comments and recommendations to the City Project Manager and the Architect for review.

3.2.4 Pre-Construction Condition Photos. The Construction Manager shall:

- 3.2.4.1** Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.
- 3.2.4.2** Develop a pre-construction photo log with related comments and shall provide a copy to the City Project Manager.
- 3.2.4.3** Along with the "Existing Condition" Photo Log, the Construction Manager shall provide a detailed condition summary for review by the City Project Manager and the Architect.

3.3 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.3.1 General. Provide full service Construction Contract Administration during the construction phase of the Project. The Construction Manager shall provide staff and documentation to ensure compliance with the Contract Documents. The construction manager shall be under the direct supervision of a Professional Civil Engineer licensed to practice in the State of Nevada and employed by TJ Consulting. TJ Consulting shall notify the City regarding any change of employment of said Engineer and provide an acceptable replacement. The Civil Engineer of Record is: Darren C. Petersen- State of Nevada License Number 010651.

3.3.2 Project Field Office. The Construction Manager shall:

- 3.3.1.2** Develop and issue a list of telephone numbers, including emergency numbers for use by the City Project Manager, Construction Manager and Contractor personnel.
- 3.3.1.3** Ensure public information is provided in the field office as required by law and the City.

3.3.1.4 Except as specifically provided by the City or Contractor (reference **City's Responsibilities** in Exhibit "A"), provide a complete and ready to use conditioned and furnished field office including:

3.3.1.4.1 An on site computer system and printer to manage the Project, which may be of a portable design and removed when the Construction Manager is not on site.

3.3.1.4.2 A suitable copy machine and fax machine with dedicated phone line. (Provided by Contractor)

3.3.1.4.3 A field office phone. (Provide by Contractor)

3.3.1.4.4 Furniture including a plan table and file cabinet. (Provide by Contractor)

3.3.1.5 Make the Construction Manager's field office available for use by the City's personnel, special inspectors, testing consultants, and other consultants when they are providing services on site. Provide a chair and writing surface for such use by others when needed, which may be the Construction Manager's desk or table. A separate dedicated desk or work area is not required.

3.3.2 Photographs. The Construction Manager shall:

3.3.2.1 Be responsible for thoroughly photographing the progress of construction throughout the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the City a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with either a 35 mm camera or a digital camera (not a mixture of both formats) showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo.

3.3.3 Daily Reports (Contractor & Construction Manager). The Construction Manager shall:

3.3.3.1 Be responsible for producing, in Expedition and separate from the Contractor, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

3.3.3.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Construction Manager field office and City record daily.

3.3.3.3 Ensure that the Construction Manager's and Contractor's daily reports include all of the items required in the Contract Documents, including: the weather conditions, name of contractors on site and number of workers for each, deliveries, equipment, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Construction Manager shall immediately notify the City of any safety concerns.

3.3.3.4 When Construction Manager determines that any of the Contractor's daily reports are inaccurate, incomplete or contain potential claim information, the Construction Manager will generate a response, in Expedition, detailing any concerns and requested changes and will forward these documents to the City Project Manager for review and approval.

3.3.4 Payment Application (Review & Approval). The Construction Manager shall:

3.3.4.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

3.3.4.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

3.3.4.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Project Manager providing written response as to why in accordance with the NRS. The City Project Manager will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

3.3.5 Prevailing Wage Records. The Construction Manager shall:

3.3.5.1 Forward all prevailing wage records to the City for review, approval and record. The Construction Manager will maintain an additional file of the Contractor's prevailing wage records for each progress payment application.

3.3.5.2 Notify the City Project Manager of any reported prevailing wage violations.

3.3.6 Project Construction Schedules (Weekly, Monthly & Revisions). The Construction Manager shall:

3.3.6.1 In accordance with Section 01330 of the Construction Contract Project Manual, ensure that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.3.6.2 Thoroughly review the Contractor's Baseline Schedule to ensure that such schedule complies with the Construction Contract requirements. Furthermore, the Construction Manager shall utilize its Construction and Claims experience to ensure that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines.

3.3.6.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Construction Manager will thoroughly review each progress schedule to ensure that all changes are represented reasonably.

3.3.6.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the City Project Manager for review and approval.

3.3.6.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Project Manager each month.

3.3.7 Signatures. Under no circumstances shall the Construction Manager sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Construction Manager's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.3.8 Substitutions. The Construction Manager shall:

3.3.8.1 Receive all requests for substitutions from the Contractor and review them for Construction Contract compliance, log them into Expedition, reject or forward them to the City Project Manager and Architect for review and approval.

3.3.8.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Construction Manager will forward a written notice of rejection to the City Project Manager for review and approval.

3.3.9 Shop Drawings/Submittals. The Construction Manager shall:

3.3.9.1 Prepare a Master List of all contractually required submittals and forward copies to the field office and City Project Manager and the Architect for record.

3.3.9.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Construction Manager will forward a notice of rejection to the Contractor, Architect and the City Project Manager for review and record.

3.3.9.3 Develop a Submittal Log in Expedition showing each submittal, the date received, date forwarded to the Architect, number of days with the Architect, date returned, Architect's response, and the date returned to Contractor.

3.3.9.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Expedition and forwarded to the Architect for review and approval or rejection.

3.3.9.5 Re-Submittals will be handled in the same manner as Submittals.

3.3.9.6 Forward all Submittals to the City Project Manager.

3.3.10 RFI'S. The Construction Manager shall:

3.3.10.1 Create and maintain in Expedition a Request For Information (RFI) Log.

3.3.10.2 Develop an RFI Log in Expedition that shows the date each RFI was received, the content of the RFI, the date forwarded to the Architect and City Project Manager, the date returned, the number of days with the Architect, and the response and the date returned to the Contractor.

3.3.10.3 Receive all RFIs from the Contractor and log them into Expedition and coordinate the reply for each.

3.3.10.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the City Project Manager for review and approval.

3.3.10.5 Immediately notify the City Project Manager whenever the Construction Manager determines that an RFI is frivolous and unwarranted.

3.3.10.6 Forward all RFIs to the City Project Manager for review and response.

3.3.10.7 All responses to RFIs will be routed through the Construction Manager who will log them into Expedition.

3.3.11 Change Orders. The Construction Manager shall:

3.3.11.1 Create a Change Order Request (COR) log in Expedition.

3.3.11.2 Receive and log all Contractor submitted CORs accordingly.

3.3.11.3 Review all CORs and forward them to the City Project Manager and Architect. The Construction Manager will generate a summary of the events/circumstances surrounding the COR that includes the Construction Manager's recommendation regarding each matter.

3.3.11.4 Assist in the negotiations of all Change Order pricing.

3.3.11.5 Draft rejections of CORs as deemed appropriate and forward them to the City Project Manager for review and approval.

3.3.11.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Construction Manager will draft a Construction Contract Change Directive to the Contractor and will forward copies to the City Project Manager and Architect for review and approval.

3.3.11.7 Coordinate and seek the signatures for approval from the City Project Manager, Architect and Contractor for all change orders that have obtained a mutually agreed upon price.

3.3.12 Field Directives. The Construction Manager shall:

3.3.12.1 Issue Field Directives for emergencies and items that require immediate response.

3.3.13 Coordinate Project Progress Meetings/Participate in Partnering Meetings. The Construction Manager shall:

3.3.13.1 Coordinate and execute all progress meetings in accordance with Section 01300.

3.3.13.2 Take and draft all Progress Meeting Minutes and distribute copies to the City Project Manager, Architect and Contractor for review and approval.

3.3.13.3 Make any reasonable and merited adjustments to the meeting minutes when requested by the Contractor and Architect within the time specified.

3.3.13.4 Participate in any partnering meetings and draft minutes from such with copies forwarded to the City Project Manager for review and approval.

3.3.14 Notices of Non Compliance. The Construction Manager shall:

3.3.14.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the City Project Manager and Architect.

3.3.15 Notices of Potential Claim. The Construction Manager shall:

3.3.15.1 Forward any and all Notices of Potential Claim to the City Project Manager and Architect for review and record.

3.3.15.2 Develop a summary of events and submit it with the Notices of Potential Claim.

3.3.15.3 Draft a response to any Notices of Potential Claim and forward to the City Project Manager for review and approval.

3.3.16 Quality Control – (Inspections & Material Testing contracted and paid by the City). The Construction Manager shall:

3.3.16.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on site quality inspections, special inspections, and material testing services provided by the City's consultants.

3.3.16.2 Review and respond to all inspections and test results with the Contractor and forward copies of each to the City Project Manager and Architect for review and approval.

3.3.16.3 Have a representative on-site at all times during construction to ensure that all construction activities are performed in accordance with the Contract Documents.

3.3.17 Public Information. The Construction Manager shall:

3.3.17.1 Refer all public inquiries to the City Project Manager.

3.3.18 Project Documentation Control. The Construction Manager shall:

3.3.18.1 Develop a system in Expedition for logging all correspondence received and generated.

3.3.18.2 Maintain a complete set of as-built drawings for the Project, independent of the Contractor's as-built drawing set.

3.3.19 Reporting. The Construction Manager shall:

3.3.19.1 Prepare a monthly progress and summary report and submit it to the City with the monthly payment request. Reference **Exhibit "B"**.

3.3.19.2 Phone the City Project Manager each day activity is occurring on site or outstanding issues remain unresolved, to update the City on the Project status.

3.3.20 Traffic Control. The Construction Manager shall:

3.3.20.1 Monitor and respond to all traffic control issues.

3.3.20.2 Review any traffic control plans submitted by the Contractor and forward them to the City with recommendations.

3.3.21 Punchlists and Substantial Completion. The Construction Manager shall:

3.3.21.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Construction Manager will coordinate and participate in the walk through with the City Project Manager, Architect and Contractor.

3.3.21.2 Collect from the Contractor and forward the Certificate of Occupancy to the City Project Manager and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

3.3.21.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Project Manager and Architect for review and approval prior to forwarding to the Contractor.

3.3.21.4 Upon a finding by the City Project Manager that the Project is Substantially Complete, the Construction Manager will prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Project Manager and Architect. Copies will be forwarded to the City Project Manager and Architect for record.

3.3.21.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.

3.3.21.6 Upon proper completion of the punchlist items, the Construction Manager will assist in ensuring that the City Project Manager is properly and promptly notified to allow for Contractor payment.

3.3.21.7 If requested by the City Project Manager, assist the building occupants in coordinating their move in, Project re-keying, utility services and building system maintenance contracts.

3.4 PROJECT CLOSEOUT

3.4.1 General. Provide a complete record of Project documentation to the City Project Manager for Project closeout.

3.4.1 Final Quantities and Payment. The Construction Manager shall:

3.4.1.1 Determine the final quantities for unit price items and forward a summary to the City Project Manager and Architect for review and record.

3.4.1.2 To facilitate Final Payment to the Contractor, the Construction Manager will collect the required affidavits and related documents and will issue them to the City Project Manager.

3.4.1.3 Obtain the Final Payment approval from the City Project Manager.

3.4.2 Equipment Verification. The Construction Manager shall:

3.4.2.1 Upon completion of the Project, the Construction Manager will ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Construction Contract requirements.

3.4.2.2 Ensure that all related equipment manuals are accounted for and delivered to the City Project Manager.

3.4.2.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.4.3 Final Report and Delivery of Project Documentation. The Construction Manager shall:

- 3.4.3.1 Prepare a final Project report and forward to the City Project Manager.
- 3.4.3.2 Place and label Project files in containers and deliver to the City Project Manager.
- 3.4.1.1 Provide the City Project Manager with a complete and final as-built set of drawings.

3.5 TABLE OF RESPONSIBILITIES

3.5.1 The following Table of Responsibilities further describes the Construction Manager's responsibilities, duties, and services as well as the general process in regard to his relationship to the City and other third parties working on the Project, and is hereby made a part of this Exhibit.

3.5.2 The Table is subject to change at the City's discretion. If such change is merely an increase or decrease in the level of responsibility of the listed tasks, the total Fee shall not be adjusted for such change.

END OF EXHIBIT "A", TABLE OF RESPONSIBILITIES ON NEXT PAGE

Table of Responsibilities (USING an outside Construction Manager)

09/19/02

1 = Principal Responsibility [(1) desired but not essential]

2 = Participatory Responsibility

3 = Observation

n = No Participation

This is not a complete list of responsibilities.

	OAS Project Manager	Construction Manager	Construction Project Representative	Architect / Prime Consultant	General Contractor
CONSTRUCTION PHASE					
Pre-Construction Conditions Photos	3	1	2	3	1
Progress Photos, daily regardless of activity	3	1	2	3	1
Ceremonial Event Photos & Attendance	1	2	n	n	n
Daily Reports, fill out in Expedition (separate from the Contractor's)	3	1	2	n	n
Daily Reports, collect and review contractor's reports	3	1	2	n	2
Schedule of Values, review initial submittal	2	1	1	3	2
Payment Applications, review & approve	1	2	2	3	2
Payment Applications, write to contractor for pmt withholding per NRS	2	1	1	3	2
Prevailing Wage, collect and maintain wage records from contractor	3	1	2	n	2
Prevailing Wage, investigate violations (Purchasing Dept. has primary responsibility)	3	2	2	n	2
Construction Schedules, review initial, monthly, & corrective submittals	1	1	1	3	2
Construction Schedules, send scheduling correction letters	2	1	2	3	n
Substitution Requests, log (Expedition), send "too-late" reject notices	3	1	2	2	n
Substitution Requests, review & approve	1	2	2	1	n
Shop Drawings & Submittals, prepare master list for project	3	1	2	3	1
Shop Drawings & Submittals, log (Expedition), verify specs, reject or forward to Architect	3	1	2	2	2
Shop Drawings & Submittals, review & stamp	3	2	2	1	n
Shop Drawings & Submittals, route for Project Manager's approval to issue to Proj Rep for Contractor	2	1	2	2	2
RFI, log and coordinate reply (Expedition)	2	1	2	2	3
RFI, authority to reply to the contractor	1	2	2	2	3
RFI, Interpret Drawings & Specs	2	2	2	1	3
Change Order Requests, log (Expedition)	2	1	2	3	2
Change Order Requests, review & negotiate	1	1	1	1	2
Change Orders, prepare	2	1	2	3	n
Change Orders, required approval signatures	1	2	2	1	1
Pre-Con Meeting, conduct	1	2	2	2	2
Progress Meetings, conduct	2	1	2	2	2
Progress Meeting Minutes, type & distribute	3	1	2	3	3
Field Directives, issue	2	1	1	2	3
Notice of Non-compliance, issue	2	1	1	2	3
Notice of Potential Claims, respond to	2	1	2	2	3
Inspect for Code Compliance (Bldg Dept. has prime responsibility)	3	3	3	2	2
Review Construction for compliance to Drawings & Specs	2	1	1	2	2
As-Built Drawing Set, review and verify that contractor is maintaining	2	1	2	2	n
Coord Special Inspections & Material Testing	3	2	2	n	1
Review and comment on testing reports	2	1	1	1	3
Punch List, conduct walk-thru	1	1	1	1	1
Punch List, type & distribute	3	1	2	2	2
Punch List, verify compliance	2	1	1	2	2
Notify & Coordinate Owner Move-in	1	3	2	n	2
Certificate of Occupancy, collect, copy, file, deliver	3	1	2	n	1
Certificate of Substantial Completion, prepare & issue (Expedition)	2	1	2	n	n
Certificate of Substantial Completion, sign	1	2	2	1	1
PROJECT CLOSE-OUT					
Collect & Distribute Manuals & Warranties	3	1	2	n	2
Demonstrate Equipment Operation	3	1	2	2	1
Spare Parts & Materials, verify provided	3	1	2	n	2
As-Built Drawings, review prior to forwarding to consultant for drafting	2	1	2	2	2
Project Record Docs (as-builts, submittals), log, record, transmit	3	1	2	2	2
Project Record Docs received from CM, verify scanning, archive	1	2	2	n	n
Final Payment, collect affidavits & documents	2	1	2	n	3
Final Payment, approve	1	2	2	n	n
Close-Out Checklist and Turnover Memo	1	2	2	n	n
Warranty Calls, handle	2	n	1	3	2
Warranty Follow-up, conduct 10 month review	2	n	1	2	3

EXHIBIT "B"**REQUIRED SUBMITTALS****ARTICLE 1: GENERAL**

1.1 The Construction Manager shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional Construction Manager submittals and requirements, and documents to be forwarded from the Contractor.

ARTICLE 2: CONSTRUCTION PHASE – MONTHLY INVOICES

2.1 Together with the Construction Manager's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

2.1.1 A monthly progress and summary report.

2.1.2 The Construction Manager's Daily Reports, with original signature of the Construction Manager.

2.1.3 The Construction Manager's daily photographs, labeled and dated.

2.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

2.1.5 Electronic copy of the Expedition database containing all Project documents generated to date.

ARTICLE 3: CLOSE-OUT PHASE – FINAL PAYMENT

3.1 Together with the Construction Manager's invoice for final payment, or upon termination of this Agreement for any reason, provide:

3.1.1 A final Project summary report.

3.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

END OF EXHIBIT "B"

EXHIBIT "C"**CONSTRUCTION MANAGER'S PERFORMANCE SCHEDULE****ARTICLE 1: GENERAL**

1.1 The time schedule for performance of the Construction Manager's work begins with the date of this Agreement and runs the length of time that the Contractor has by Construction Contract to reach Substantial Completion plus a reasonable time after that for punch list and document close-out of the Project.

1.2 The current estimated construction cost of this Project is \$33,000,000.00

ARTICLE 2: LATE COMPLETION

2.1 The Construction Manager's total Fee for the Scope of Services is based on:

2.2 An anticipated date for the Contractor to achieve Substantial Completion of the Project.

2.3 If any of the proceeding completion schedules are exceeded, the Construction Manager shall be compensated for any additional costs required due to the delay as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

END OF EXHIBIT "C"

EXHIBIT "D"**FEE AND MANHOURS BREAKDOWN**

MONTH	FEE
January	\$14,000.00
February	\$14,000.00
March	\$14,000.00
April	\$14,000.00
May	\$14,000.00
June	\$14,000.00
July	\$14,000.00
August	\$14,000.00
September	\$14,000.00
October	\$14,000.00
November	\$14,000.00
December	\$14,000.00
Close-Out/Contingency	\$16,800.00
TOTAL	\$184,800.00

ARTICLE 1: INVOICING

- 1.1 Invoices shall be submitted monthly and reflect the monthly rates shown above.
- 1.2 None of these monthly invoices shall affect the prompt payment for authorized Additional Services and Reimbursable Expenses as completed, except that retainage shall also be held on any Additional Services.

ARTICLE 2: ON-SITE HOURS**2.1 Construction through Substantial Completion Phase**

2.1.1 The Construction Manager on-site hours shall average forty (40) hours per week and the Administrative Assistant hours shall average forty (40) hours per week over the construction term, from Contractor's initial on-site staging through Substantial Completion. The Construction Manager shall determine how and when to expend the combined average eighty (80) hours per week over the construction term.

2.1.2 The Construction Manager shall utilize all reasonable means in timely completing the required Scope of Services (**Exhibit "A"**). The parties to this Agreement understand that there may be periods during the term of this Agreement when the workload can not be reasonably or properly handled by the Construction Manager within the hours and personnel shown herein. If this should occur, the Construction Manager shall immediately notify the City Project Manager of the situation.

2.2 Project Close-Out Phase

2.2.1 The Project Close Out Fee shown above is based on 30 days at full-time staffing and 30 days at part-time staffing of both the Construction Manager and Administrative Assistant, to be billed on actual hours incurred over the closeout period. This Fee is a Not To Exceed amount. In the event the Close Out hours required justifiably exceeds the Not To Exceed Fee, after written approval from the City, the Fee may be adjusted based on Additional Services as set forth in **Exhibit "E"**.

2.2.2 After Substantial Completion, the Construction Manager shall expend sufficient on-site hours to fulfill the obligations of the Agreement subject to the limitations in hours and the Not to Exceed Close Out Fee shown above.

END OF EXHIBIT "D"

EXHIBIT "E"**CONSTRUCTION MANAGER'S HOURLY RATE SCHEDULES AND ADDITIONAL SERVICES****ARTICLE 1: CONSTRUCTION MANAGER'S HOURLY RATES**

- 1.1 The following hourly rates are to be used as the basis for negotiation of Additional Services as required, except that if the Additional Services are due to an extension of the construction schedule, the monthly rates shown on **Exhibit "D"** shall be the rate basis rather than the hourly rates shown here. Rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$105.00
Administrative Assistant	\$31.50
Weekly Rate	\$3,500.00

ARTICLE 2: ADDITIONAL SERVICES

- 2.1 No Additional Services are authorized or anticipated as of the date of this Agreement. Should the following events occur and be authorized in writing, the Additional Services will be based on the following rates:
- 2.1.1 Extension of time to the Construction Contract beyond that indicated in **Exhibit "C"** (Construction Manager's Performance Schedule), shall be based on the weekly rate.
- 2.1.2 Additional Services not related to an extension of time but rather to a change in scope of services shall be based on hourly rates of the individuals.

ARTICLE 3: REIMBURSABLE EXPENSES

- 3.1 None authorized or anticipated as of the date of this Agreement. Should any Reimbursable Expenses be authorized, they shall be billed at actual cost without overhead multiplier. Should the following expenses be authorized in writing, they will be considered a Reimbursable Expense:
- 3.1.1 Except as otherwise provided for in this Agreement: reproduction costs beyond normal office paperwork and submittals required in **Exhibit "B"**, travel costs outside the greater Las Vegas Area, and additional insurance premiums.

END OF EXHIBIT "E"

EXHIBIT "F"**KEY PERSONNEL LIST****CITY PERSONNEL**

PROJECT MANAGER: Clair M. Lewis, ASLA

PROJECT REPRESENTATIVE: Gary Barr

CONSTRUCTION MANAGER'S PROJECT STAFF

The following personnel will be assigned by to work on the Project. Any changes require City approval.

CONSTRUCTION MANAGER: Timothy J. Blond

ADMINISTRATIVE ASSISTANT: Julie Haskins/Kathy Blond.

CONSTRUCTION MANAGER'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Construction Manager to work on the Project. Any changes require City approval.

CIVIL ENGINEER: N/A

STRUCTURAL ENGINEER: N/A

MECHANICAL ENGINEER: N/A

ELECTRICAL ENGINEER: N/A

LANDSCAPE DESIGN: N/A

COST ESTIMATOR: N/A

GEOTECHNICAL ENGINEER: N/A

LAND SURVEYOR: N/A

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>
TJ Consulting	
Name Timothy J. Blond	
Address 1504 Willowbark Las Vegas, NV 89117	
Telephone 702-254-0626	
EIN or DUNS 88- 0456633	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: CM Contract: Washington Buffalo Park	
RFP #:	

Block 3	<u>Type of Business</u>
☒ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation	

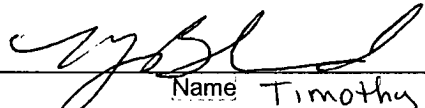
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Timothy J. Blond	1504 Willowbark Ct., Las Vegas, NV 89117	702-254-0626
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: _____

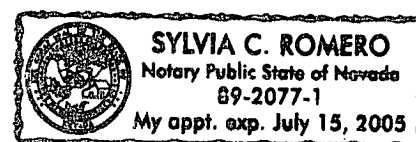
	DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE
	If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee 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 Timothy J. BLOND
 Date 10.30.03

Subscribed and sworn to before me this 30th day of

October, 2002. 2003
Sylvia C. Romero
 Notary Public



City of Las Vegas

Agenda Item No.: 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with Ninyo & Moore for project monitoring during the asbestos abatement activities of the sixty condominiums located at 1309-1425 Laurelhurst Drive and 4817-4917 Westmoreland Drive (\$42,495 - Redevelopment Agency) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$42,495

☒

Budget Funds Available

Dept./Division: PW/Real Estate & Assets

☐

Augmentation Required

Funding Source: Redevelopment Agency

PURPOSE/BACKGROUND:

The scope of work will include full-time monitoring during the demolition activities of the condominiums, collect air samples, analyze these air samples, prepare daily air monitoring reports and daily project reports. Ninyo & Moore will provide the labor, equipment, and materials. A final written report will be prepared at the conclusion of the service.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292



Ninyo & Moore

Geotechnical and Environmental Sciences Consultants

November 19, 2003
Project No. 301224005

Mr. David Roark
City of Las Vegas-Real Estate & Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Subject: Proposal for Full Time Project Monitoring
1309-1425 Laurelhurst Drive
4817-4917 Westmoreland Drive
Las Vegas, Nevada

Dear Mr. Roark:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to provide consulting services for the City of Las Vegas at the above referenced site. Our work will consist of full-time project monitoring during asbestos abatement activities of the 15 condominiums, as required by law.

SCOPE OF SERVICES

Ninyo & Moore will provide the labor, equipment, and materials to perform full-time project monitoring as required by law. For the purposes of this proposal, the Client agrees to provide access and right-of-entry to the site for Ninyo & Moore's personnel and equipment.

Our scope of work for the project monitoring will be accomplished by and be limited to performing the following tasks:

- Full-time monitoring during the demolition activities of the 15 condominiums pursuant to the requirements of the law.
- Collect air samples on a per-shift basis from the work areas located at the project site.
- Air samples analyzed on a 24-hour turn around time using the Phase Contrast Microscopy (PCM) method of analysis.
- Prepare daily air monitoring reports and daily project reports for the owner's representative at the site during the performance of our services.

Project Oversight
1309-1425 Laurelhurst Drive
4817-4917 Westmoreland Drive

November 19, 2003
Project No. 301224005

- Prepare a final written report at the conclusion of our services.

COMPENSATION

The estimated fees for the scope of services outlined above are \$42,495 (forty-two thousand four hundred ninety five dollars). Should conditions be encountered that warrant additional services, the client will be contacted for written authorization. An invoice will be sent upon completion of the work. The invoice is payable upon receipt.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein immediately. Our observations will be provided verbally to the client, as the information becomes available followed by written summary as soon as practical. We anticipate requiring approximately 3 weeks to complete the proposed scope of work detailed in this proposal.

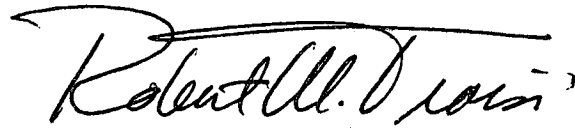
We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have any questions or comments regarding this proposal, please contact the undersigned at (702) 433-0330. For accounting purposes, please sign and return the attached Work Authorization and Agreement. We are looking forward to working with you on this project.

Sincerely,

NINYO & MOORE



Cynthia J. Bogdan
Project Environmental Scientist
Nevada Asbestos License IJM 0508



Robert M. Troisi, C.E.M.
Managing Principal of Environmental Sciences
Nevada Asbestos License IJ 0886

CJB/RMT/lk

Distribution: (1) Addressee

Attachment: Work Authorization and Agreement

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3155 East Patrick Lane, Suite 12
Las Vegas, Nevada 89120

PROJECT NO. 301224005

1. PROJECT ADDRESS: **1309-1425 Laurelhurst Drive
4817-4917 Westmoreland Drive
Las Vegas, Nevada.**
2. PROJECT DESCRIPTION: **Project Monitoring.**
3. SCOPE OF STUDY: **Please Refer to the Attached Proposal Dated November 6, 2003.**
4. FEE: **\$42,495 (Forty-Two Thousand Four Hundred Ninety-Five dollars).**
5. PORTION OF FEE IN ADVANCE OF WORK: **None.**
6. CLIENT: **CITY OF LAS VEGAS ~~REAL ESTATE & ASSET MANAGEMENT~~** *Rmt* PHONE: (702) 229-1021
 400 Stewart Avenue, 4th Floor
 Las Vegas, Nevada 89101
- CONTACT: **Mr. David Roark** PHONE: (702) 229-1021
7. STATEMENT TO BE SENT TO: **CLIENT**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **CITY OF LAS VEGAS ~~REAL ESTATE & ASSET MANAGEMENT~~**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. **301224005** dated **November 6, 2003**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing. *Rmt*

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental sciences profession practicing contemporaneously under similar conditions in the locality of the project. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, CONSULTANT cannot act as an insurer and cannot "certify" that a site is free of environmental contamination. Under no circumstance is any warranty, express or implied, made in connection with the providing of environmental sciences consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. ~~Client will protect all property, inside and out, including all plants and landscaping.~~ CONSULTANT will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal. *Rmt*

~~CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.~~ *Rmt*

CONTAMINATED MATERIALS

In performing environmental, hydrologic, or hydrogeologic services, CONSULTANT may excavate or otherwise come in contact with hazardous materials. ~~CLIENT represents that CLIENT has informed CONSULTANT of the presence of any known hazardous materials.~~ RMT

CLIENT recognizes that a project site containing hazardous materials may not perform as anticipated by CLIENT, even though CONSULTANT's services are performed with currently acceptable levels of care and skill. Further, CLIENT acknowledges that, while necessary for site exploration, commonly used exploration methods such as drilling borings and excavating trenches involve an inherent risk. For example, exploration on a project site containing contaminated materials may result in inducing cross-contamination and/or other negative effects.

Unanticipated hazardous materials may be encountered in an area where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. ~~CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs arising out of the discovery of hazardous materials.~~ RMT

CONSULTANT agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. ~~CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event that the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.~~ RMT

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT ~~and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense cost for injury or loss arising from CONSULTANT's discovery of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of development projects and any cost associated with possible reduction of the property's value.~~ RMT

CLIENT will be solely responsible for the ultimate disposal of any materials secured by CONSULTANT which are found to be contaminated. Such materials include, but are not limited to, drilling mud, soil, groundwater, and other materials removed from excavations. Contaminated materials will be placed in suitable storage containers, labeled, and left on site.

SAMPLE DISPOSAL

CONSULTANT will dispose of all soil, rock, and water samples collected for analyses thirty (30) days after the laboratory analysis report date. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and ~~to all other parties~~ for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above. RMT

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party defendant. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISPUTES RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

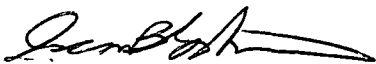
1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Nevada will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.


Signature of Client or Authorized Agent

12/5/03
Date


Robert M. Troisi, Managing Principal Of Environmental Services

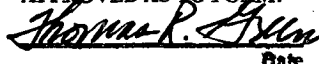
11/06/03
Date

PM: CJB

Attest:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Date

11-19-03

City of Las Vegas

Agenda Item No.: 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-164-2003 – Approval of Resolution Adopting a Schedule of Traffic Signal Impact Fees And Related Traffic Signal System Component Costs

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City Council recently adopted Bill No. 2003-94, establishing a traffic signal impact fee program for the City pursuant to State law. That bill authorizes the Council to adopt 1) a schedule of fees to be charged to new development for the purpose of funding traffic signals, and 2) a schedule of traffic signal system component costs for the purpose of providing impact fee credits for developers who install traffic signal system improvements. This Resolution will adopt the schedule of fees and component costs as indicated.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution and authorize its execution.

BACKUP DOCUMENTATION:

Resolution No. R-164-2003

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

R-164-2003**RESOLUTION ADOPTING A SCHEDULE OF TRAFFIC SIGNAL IMPACT FEES
AND RELATED TRAFFIC SIGNAL SYSTEM COMPONENT COSTS**

WHEREAS, on November 19, 2003, the City Council adopted Bill No. 2003-94, as Ordinance No. **5644**, to establish a traffic signal impact fee program for the City of Las Vegas pursuant to State law; and

WHEREAS, that ordinance authorizes the City Council to adopt a schedule of fees to be charged to new development for the purpose of funding traffic signals, and authorizes the Council to adopt a schedule of traffic signal system component costs for the purpose of providing impact fee credits for developers who install traffic signal system improvements; and

WHEREAS, the City Council desires to adopt the schedule of fees and related costs by means of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS as follows:

1. The attached "SCHEDULE OF TRAFFIC SIGNAL IMPACT FEES AND RELATED TRAFFIC SIGNAL SYSTEM COMPONENT COSTS" is hereby adopted.

2. This Resolution and attached Schedule shall become effective the day following the adoption and publication of Ordinance No. **5644** (Bill No. 2003-94).

3. The City Clerk is authorized and directed to insert into the blanks that appear in this Resolution the appropriate ordinance number once it has been determined.

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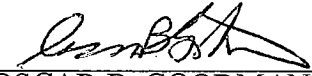
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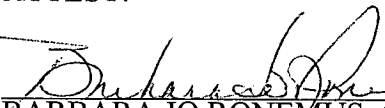
1 4. Copies of this Resolution and attached Schedule shall be available in the Office of
2 the City Clerk and the Department of Public Works.

3 PASSED, ADOPTED, AND APPROVED this 3 day of December, 2003.

4 CITY OF LAS VEGAS

5
6 BY 
7 OSCAR B. GOODMAN, Mayor

8 ATTEST:

9 
10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM

12  11-18-03
13 Date
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**SCHEDULE OF TRAFFIC SIGNAL IMPACT FEES AND
RELATED TRAFFIC SIGNAL SYSTEM COMPONENT COSTS**

LAND USE	UNIT	FEE (NET COST/UNIT)
Single-family detached	Dwelling	\$185
Multi-family	Dwelling	\$128
Mobile home park	Pad	\$93
Adult congregate living facility	Dwelling	\$42
Hotel/motel	Room	\$174
Retail/Commercial		
Shopping center/general retail (0-249,999 sq. ft.)	1,000 sq. ft.	\$342
Shopping center/general retail (250,000-499,999 sq. ft.)	1,000 sq. ft.	\$295
Shopping center/general retail (500,000 + sq. ft.)	1,000 sq. ft.	\$243
Automobile care center	1,000 sq. ft.	\$315
Automobile parts sales	1,000 sq. ft.	\$295
Bank with drive-through	1,000 sq. ft.	\$775
Bank without drive-through	1,000 sq. ft.	\$457
Car wash, self service	Stall	\$96
Casino hotel, local	1,000 sq. ft.	\$2,642
Casino hotel, resort corridor	1,000 sq. ft.	\$2,173
Convenience store with gasoline sales	1,000 sq. ft.	\$732
Drinking place	1,000 sq. ft.	\$570
Golf course	Acre	\$66
New car sales	1,000 sq. ft.	\$304
Recreational community center	1,000 sq. ft.	\$256
Restaurant, fast food	1,000 sq. ft.	\$725
Restaurant, sit-down	1,000 sq. ft.	\$370

Office/Institutional		
Office, general (0-99,999 sq. ft.)	1,000 sq. ft.	\$239
Office, general (100,000 + sq. ft.)	1,000 sq. ft.	\$173
Office, medical	1,000 sq. ft.	\$553
Church	1,000 sq. ft.	\$127
College	1,000 sq. ft.	\$270
Day care center	1,000 sq. ft.	\$250
Hospital	1,000 sq. ft.	\$269
Library	1,000 sq. ft.	\$355
Nursing home	1,000 sq. ft.	\$75
School, elementary (private)	1,000 sq. ft.	\$45
School, middle (private)	1,000 sq. ft.	\$44
School, high (private)	1,000 sq. ft.	\$49
Industrial		
General light industrial	1,000 sq. ft.	\$107
Warehouse	1,000 sq. ft.	\$76
Mini-warehouse	1,000 sq. ft.	\$30

Typical Traffic Signal Component Costs

Interconnect conduit	\$ 44,000
Upgraded pole foundations	\$ 9,500
Upgraded poles	\$ 15,100
Intersection conduit	\$ 9,100
Intersection upgrade (signal heads, cameras, markings, etc.)	\$127,300

City of Las Vegas

Agenda Item No.: 47

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-165-2003 - Approval of a Resolution directing the City Treasurer to prepare the Thirty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)

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

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in The Hills Village Center at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-165-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NO. R-165-2003

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. 404 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THERE AGAINST 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 (the "City" herein), 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 said State; and

WHEREAS, by Ordinance No. 3466 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3475 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and defraying the entire cost and expense thereof 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"); and

WHEREAS, by Ordinance No. 3467 that was duly passed, adopted and approved by the City Council on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3476 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council assessed all of the costs and expenses of acquiring,

constructing and installing the Project against the assessable lots and parcels of property in the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district which has been created by a municipality in said State is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all such installments, the governing body of such municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property that is identified by Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-812-025, (the "Parcel" herein) and is situate within the District, has been divided or amended after the special assessments thereupon were levied and divided into installments, and not all of such installments have been collected or apportioned among other lots and parcels that may have been created out of the Parcel after such assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the Parcel among the several parts into which the Parcel has been divided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December, 2003, as follows:

SECTION 1. That the City Treasurer be, and he is hereby authorized, empowered and directed to apportion, on an equitable basis, the uncollected and heretofore unapportioned amount of the special assessments that were heretofore, by virtue of the adoption by the City Council of said Ordinance Nos. 3467 and 3476, levied upon the Parcel among the several parts into which the Parcel has been divided.

SECTION 2. That the City Treasurer be, and he is hereby further authorized,

empowered and directed to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she is hereby authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

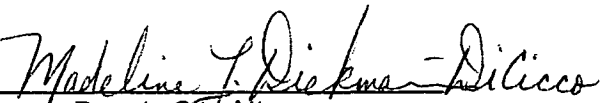
SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

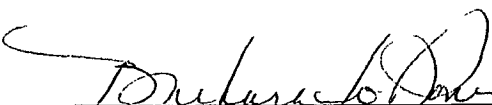


OSCAR B. GOODMAN, Mayor

Approved as to form:

11-20-'03 
Date Deputy City Attorney

ATTEST:



BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No.: 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-166-2003 - Approval of a Resolution approving the Thirty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)

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

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in The Hills Village Center at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-166-2003

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

RESOLUTION NO. R-166-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE THIRTY-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 (the "City Council" and the "City", respectively, herein) 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. 404 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and of defraying the entire cost and expense thereof 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 provision of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS"), and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (the "City Treasurer" herein) to apportion, upon an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-812-025 (the "Parcel" herein) among the several parts into which the Parcel has been divided or amended and to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of such apportionment; and

WHEREAS, the City Treasurer, on the 3rd day of December, 2003, filed with the City Clerk a copy of his report of such apportionment that is entitled "Thirty-Eighth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed said Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof, held on this 3rd day of December, 2003, as follows:

SECTION 1. That the certain document entitled "Thirty-Eighth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted, as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon the Parcel among the several parts into which said Parcel has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of said Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.


OSCAR B. GOODMAN, Mayor

Approved as to form:

11-20-'03 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 138-19-812-025

City of Las Vegas, Nevada
Special Improvement District No. 404
(Summerlin Area)

THIRTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT
December 3, 2003

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

THIRTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property identified by the County Assessor's parcel number as Parcel 138-19-812-025 in the original amount of \$53,817.35 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

APN		PER PARCEL ASSESSMENT
138-19-812-033	¹	\$ 35,679.34
138-19-812-034	²	\$ 18,138.01
TOTAL		\$ 53,817.35

¹ Building I as shown on Record of Survey File 125, Page 22 recorded in Book 20021001, Instrument 2379 in the office of the County Recorder, Clark County, Nevada excepting therefrom the following described parcel:

Being all of the Survey Area as shown on Record of Survey File 131, Page 51 recorded in Book 20030630, Instrument 5910 in the office of the County Recorder, Clark County, Nevada.

² Being all of the Survey Area as shown on Record of Survey File 131, Page 51 recorded in Book 20030630, Instrument 5910 in the office of the County Recorder, Clark County, Nevada.

DATED this 3rd day of December, 2003

I concur with the apportionments as stated above.

Plaza Commerce Center LLC, a Nevada limited liability company

BY: TRIAD DEVELOPMENT, L.L.C., a Nevada limited liability company, MANAGER

//NOT AVAILABLE//

Mark L. Fine, Managing Member

DOWLIEK INVESTMENTS

//NOT AVAILABLE//

Ms. Theresa Dowling, Attorney at Law

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.: 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-167-2003 - Approval of a Resolution directing the City Treasurer to prepare the Thirty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 404 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, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project. Parcel is located in The Crossing Business Center 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-167-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NO. R-167-2003

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. 404 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THERE AGAINST 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 (the "City" herein), 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 said State; and

WHEREAS, by Ordinance No. 3466 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3475 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and defraying the entire cost and expense thereof 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"); and

WHEREAS, by Ordinance No. 3467 that was duly passed, adopted and approved by the City Council on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3476 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council assessed all of the costs and expenses of acquiring, constructing and installing the Project against the assessable lots and parcels of property in the

District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district which has been created by a municipality in said State is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all such installments, the governing body of such municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property that is identified by Clark County, Nevada, County Assessor's parcel number as Parcel 138-30-113-016, (the "Parcel" herein) and is situate within the District, has been divided or amended after the special assessments thereupon were levied and divided into installments, and not all of such installments have been collected or apportioned among other lots and parcels that may have been created out of the Parcel after such assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the Parcel among the several parts into which the Parcel has been divided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December, 2003, as follows:

SECTION 1. That the City Treasurer be, and he is hereby authorized, empowered and directed to apportion, on an equitable basis, the uncollected and heretofore unapportioned amount of the special assessments that were heretofore, by virtue of the adoption by the City Council of said Ordinance Nos. 3467 and 3476, levied upon the Parcel among the several parts into which the Parcel has been divided.

SECTION 2. That the City Treasurer be, and he is hereby further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (the "City

Clerk" herein) a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she is hereby authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

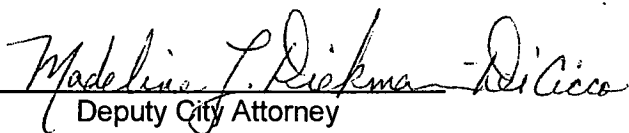
SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.



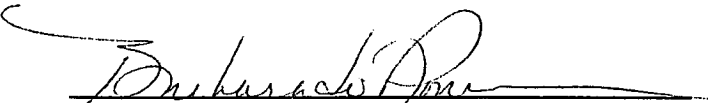
OSCAR B. GOODMAN, Mayor

Approved as to form:

11-20-03 

Date Deputy City Attorney

ATTEST:



BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No.: 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-168-2003 - Approval of a Resolution approving the Thirty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 404 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, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project. Parcel is located in The Crossing Business Center 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-168-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NOR-168-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE THIRTY-NINTH 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 (the "City Council" and the "City", respectively, herein) 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. 404 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and of defraying the entire cost and expense thereof 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 provision of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS"), and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (the "City Treasurer" herein) to apportion, upon an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-30-113-016 (the "Parcel" herein) among the several parts into which the Parcel has been divided or amended and to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of such apportionment; and

WHEREAS, the City Treasurer, on the 3rd day of December, 2003, filed with the City Clerk a copy of his report of such apportionment that is entitled "Thirty-Ninth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed said Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof, held on this 3rd day of December, 2003, as follows:

SECTION 1. That the certain document entitled "Thirty-Ninth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted, as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon the Parcel among the several parts into which said Parcel has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of said Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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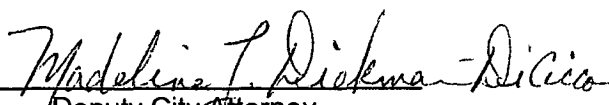
SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.



OSCAR B. GOODMAN, Mayor

Approved as to form:

11-20-03 
Date Deputy City Attorney

ATTEST:



BARBARA JO RONEUMUS, City Clerk

APN: 138-30-113-016

City of Las Vegas, Nevada
Special Improvement District No. 404
(Summerlin Area)

THIRTY-NINTH ASSESSMENT LIEN APPORTIONMENT REPORT
December 3, 2003

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

THIRTY-NINTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property identified by the County Assessor's parcel number as Parcel 138-30-113-016 in the original amount of \$822,908.35 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

APN		PER PARCEL ASSESSMENT
138-19-419-004	¹	\$ 50,703.28
138-30-113-018	²	\$ 772,205.07
TOTAL		\$ 822,908.35

¹ Being all of the Survey Area as shown on Record of Survey File 131, Page 38 recorded in Book 20030623, Instrument 1596 in the office of the County Recorder, Clark County, Nevada.

² Being all of the Survey Area shown on Record of Survey File 93, Page 5 recorded in Book 971218, Instrument 951 in the office of the County Recorder, Clark County, Nevada excepting therefrom

Survey Area shown on Record of Survey File 102, Page 30 recorded in Book 990430, Instrument 1786 in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 103, Page 56 recorded in Book 990706, Instrument 1697 in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 118, Page 71 recorded in Book 20011022, Instrument 903 in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 118, Page 92 recorded in Book 20011101, Instrument 1765 in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 125, Page 68 recorded in Book 20021030, Instrument 2158 in the office of the County Recorder, Clark County, Nevada, and

Survey Area shown on Record of Survey File 131, Page 38 recorded in Book 20030623, Instrument 1596 in the office of the County Recorder, Clark County, Nevada.

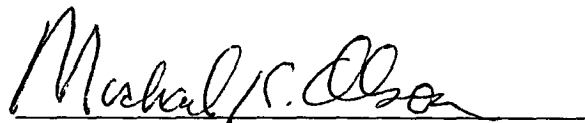
DATED this 3rd day of December, 2003

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.: 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

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CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-169-2003 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

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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 Star Canyon.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-169-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

1 RESOLUTION R-169-2003

2 A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF
3 LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE
4 SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF
5 PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL
6 IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA) THAT HAS
7 BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED
8 THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH
9 LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT
10 AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH
11 APPORTIONMENT.

12 WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark
13 and State of Nevada, is organized and operating pursuant to the provisions of Chapter
14 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and
15 the general laws of the State; and

16 WHEREAS, by Ordinance No. 3992 that was duly passed, adopted and approved
17 by the City Council of the City (hereinafter the "City Council") on the 15th day of May,
18 1996, the City Council created "City of Las Vegas, Nevada, Special Improvement District
19 No. 707 (Summerlin Area)" (hereinafter the "District" herein) for the purposes of providing
20 for the acquisition, construction and installation of street, road, sanitary sewer, storm
21 sewer/drainage improvements, and water main projects (hereinafter the "Project"), by
22 defraying the entire cost and expense of the Project by special assessments, against the
23 assessable lots and parcels of property within the District according to the benefits that
24 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

23 ///

24 ///

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 cost and expense 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, which 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 lots or parcels have
12 been divided; and

13 WHEREAS, those certain lots or parcels of property, identified by the Clark
14 County, Nevada, County Assessor's parcel numbers as Parcels 137-36-615-036 and
15 137-36-615-037, and are situate within the District, have been divided after the special
16 assessments were levied on them and divided into installments, and not all of those
17 installments have been collected or apportioned among other lots and parcels that may
18 have been created out of said Parcels 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 Parcels among the several parts into which said Parcels have
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 3rd day of December,
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 those certain lots or parcels of
8 property that are situate within the District and are identified by the Clark County, Nevada,
9 County Assessor's parcel numbers as Parcels 137-36-615-036 and 137-36-615-037,
10 among the several parts into which said Parcels have 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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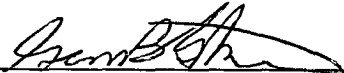
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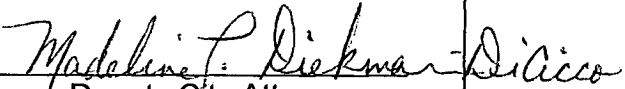
24 ///

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.

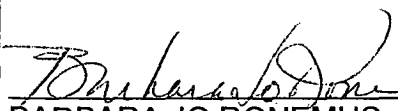
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

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6 OSCAR B. GOODMAN, Mayor

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8 Approved as to form:

9
10 11-20-03 
Date Deputy City Attorney

11 ATTEST:

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14 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No.: 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-170-2003 - Approval of a Resolution approving the Seventy-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

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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 Star Canyon.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-170-2003

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 – 9:54)

1-1292

RESOLUTION R-170-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA); APPROVING THE SEVENTY-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. 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 (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 those certain lots or parcels of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 137-36-615-036 and 137-36-615-037, among the several parts into which said Parcels

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1 have been divided and to prepare, submit and file with the City Clerk of the City
2 (hereinafter the "City Clerk") a report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 3rd day of December, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Seventy-Eighth
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;

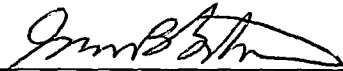
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Seventy-Eighth 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 hereto as Exhibit "A", 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 those certain lots and parcels of property that are situate within the District and are
18 identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels
19 137-36-615-036 and 137-36-615-037, among the several parts into which said Parcels
20 have been divided.

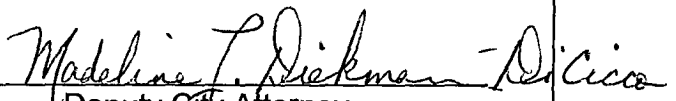
21 SECTION 2. That the City Clerk is hereby authorized, empowered and
22 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
23 of said Report, together with a statement that the current payment status of any of the
24 assessments that are shown thereon may be obtained from the City 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.

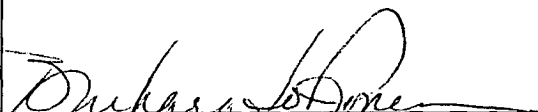
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.
4

5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:
8

9 
10 11-20-'03 Date Deputy City Attorney

11 ATTEST:
12

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14 BARBARA JO RONEMUS, City Clerk
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APN: 137-36-615-036
137-36-615-037

City of Las Vegas, Nevada
Special Improvement District No. 707
(Summerlin Area)

SEVENTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT
(December 3, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District
400 Stewart Avenue, 4TH Fl.
Las Vegas, Nevada 89101

SEVENTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT

- A. The assessments that have heretofore been levied against those certain parcels of property that are identified by the Clark County, Nevada, County Assessor's parcel numbers (APN) as Parcels 137-36-615-036 and 137-36-615-037, each in the original amount of \$22,257.38 are hereby combined as follows:

LEGAL DESCRIPTION		APN	PER PARCEL ASSESSMENT
BLOCK	LOT		
2	1 ¹	137-36-615-069	\$44,514.76
2	2 ¹		

¹ of Star Canyon as recorded in Book 81 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada.

DATED this 3rd day of December 2003.

I concur with the apportionments as stated above.

//NOT AVAILABLE//
Glen J. Lerner, Owner

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.: 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-171-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-First 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 Escala - Unit No. 1

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-171-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

1 RESOLUTION NO. R-171-2003

2 A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF
3 LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE
4 SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF
5 PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL
6 IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS
7 BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED
8 THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH
9 LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT
10 AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH
11 APPORTIONMENT.

12 WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark
13 and State of Nevada, is organized and operating pursuant to the provisions of Chapter
14 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and
15 the general laws of the State; and

16 WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were
17 duly passed, adopted and approved by the City Council of the City (hereinafter the "City
18 Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively,
19 the City Council created and amended "City of Las Vegas, Nevada, Special Improvement
20 District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing
21 for the acquisition, construction and installation of street, road, sanitary sewer, storm
22 sewer/drainage improvements, and water main projects (hereinafter the "Project"), by
23 defraying the entire cost and expense of the Project by special assessments, against the
24 assessable lots and parcels of property within the District according to the benefits that
would be derived from the Project by the respective lots and parcels that were to be so
assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada
Revised Statutes (hereinafter "NRS") that provide therefor; and

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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 cost and expense 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, which 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 137-34-714-003, 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 3rd day of December,
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 137-34-714-003, 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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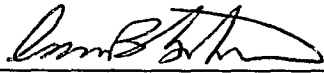
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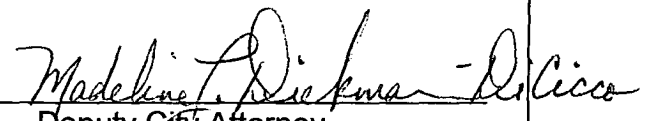
24 ///

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 3rd day of December, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 11-20-'03 
10 Date Deputy City Attorney

11 ATTEST:

12
13 
14 BARBARA JO RONECUS, City Clerk

City of Las Vegas

Agenda Item No.: 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-172-2003 - Approval of a Resolution approving the Fifty-First 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 Escala - Unit No. 1

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-172-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

1 RESOLUTION NO. R-172-2003

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA);
4 APPROVING THE FIFTY-FIRST 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 cost and
15 expense of the Project, by special assessments, against the assessable lots and parcels
16 of property within the District according to the benefits that would be derived from the
17 Project by the respective lots and parcels that were to be so assessed, all in accordance
18 with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter
19 "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
137-34-714-003, among the several parts into which said Parcel has been divided, and to

24 ///

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 3rd day of December, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Fifty-First
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;

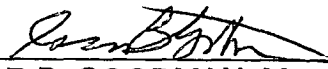
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Fifty-First 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 137-34-714-003,
19 among the several parts into which said Parcel has been divided.

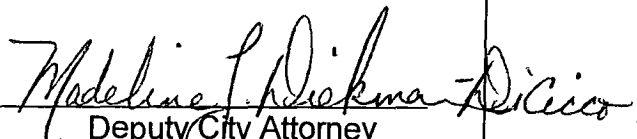
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon 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.

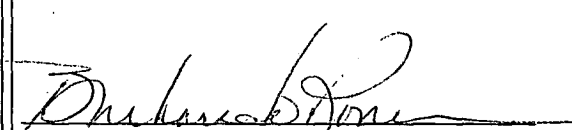
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 11-20-'03 
10 Date Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-34-714-003

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FIFTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(December 3, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

FIFTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-714-003, in the amount of \$483,648.86, 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	
137-34-716-001	A	1 ¹	\$ 4,562.73
137-34-716-002	A	2 ¹	\$ 4,562.73
137-34-716-003	A	3 ¹	\$ 4,562.73
137-34-716-004	A	4 ¹	\$ 4,562.73
137-34-716-005	A	5 ¹	\$ 4,562.73
137-34-716-006	A	6 ¹	\$ 4,562.73
137-34-716-007	A	7 ¹	\$ 4,562.73
137-34-716-008	A	8 ¹	\$ 4,562.73
137-34-716-009	A	9 ¹	\$ 4,562.73
137-34-716-010	A	10 ¹	\$ 4,562.73
137-34-716-011	A	11 ¹	\$ 4,562.73
137-34-716-012	A	12 ¹	\$ 4,562.73
137-34-716-013	A	13 ¹	\$ 4,562.73
137-34-716-014	A	14 ¹	\$ 4,562.73
137-34-716-015	A	15 ¹	\$ 4,562.73
137-34-716-016	A	16 ¹	\$ 4,562.73
137-34-716-017	A	17 ¹	\$ 4,562.73
137-34-716-018	A	18 ¹	\$ 4,562.73
137-34-716-019	A	19 ¹	\$ 4,562.73
137-34-716-020	A	20 ¹	\$ 4,562.73
137-34-716-060	A	50 ¹	\$ 4,562.73
137-34-716-059	A	51 ¹	\$ 4,562.73
137-34-716-058	A	52 ¹	\$ 4,562.73
137-34-716-057	A	53 ¹	\$ 4,562.73
137-34-716-056	A	54 ¹	\$ 4,562.73
137-34-716-055	A	55 ¹	\$ 4,562.73
137-34-716-054	A	56 ¹	\$ 4,562.73

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-34-716-053	B	57 ¹	\$ 4,562.73
137-34-716-052	B	58 ¹	\$ 4,562.73
137-34-716-051	B	59 ¹	\$ 4,562.73
137-34-716-050	B	60 ¹	\$ 4,562.73
137-34-716-049	B	61 ¹	\$ 4,562.73
137-34-716-048	B	62 ¹	\$ 4,562.73
137-34-716-047	B	63 ¹	\$ 4,562.73
137-34-716-046	B	64 ¹	\$ 4,562.73
137-34-716-045	B	65 ¹	\$ 4,562.73
137-34-716-044	B	66 ¹	\$ 4,562.73
137-34-716-043	B	67 ¹	\$ 4,562.73
137-34-716-042	B	68 ¹	\$ 4,562.73
137-34-716-041	B	69 ¹	\$ 4,562.73
137-34-716-040	B	70 ¹	\$ 4,562.73
137-34-716-039	B	71 ¹	\$ 4,562.73
137-34-716-038	B	72 ¹	\$ 4,562.73
137-34-716-037	B	73 ¹	\$ 4,562.73
137-34-716-036	B	74 ¹	\$ 4,562.73
137-34-716-035	B	75 ¹	\$ 4,562.73
137-34-716-034	B	76 ¹	\$ 4,562.73
137-34-716-033	B	77 ¹	\$ 4,562.73
137-34-716-032	B	78 ¹	\$ 4,562.73
137-34-716-031	B	79 ¹	\$ 4,562.73
137-34-716-030	C	80 ¹	\$ 4,562.73
137-34-716-021	C	98 ¹	\$ 4,562.73
137-34-716-022	C	99 ¹	\$ 4,562.73
137-34-716-023	C	100 ¹	\$ 4,562.73
137-34-716-024	C	101 ¹	\$ 4,562.72
137-34-716-025	C	102 ¹	\$ 4,562.72
137-34-716-026	C	103 ¹	\$ 4,562.72
137-34-716-027	C	104 ¹	\$ 4,562.72
137-34-716-028	C	105 ¹	\$ 4,562.72
137-34-716-029	C	106 ¹	\$ 4,562.72
SUB-TOTAL			\$ 273,763.74
137-34-714-007	REMAINDER PARCEL ²		\$ 209,885.12
TOTAL			\$ 483,648.86

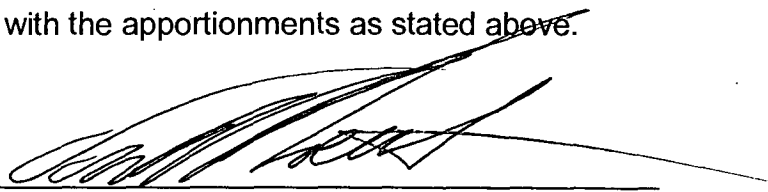
¹ of Escala Unit No. 1 as recorded in Book 112 of Plats, Page 98 in the Office of the County Recorder, Clark County, Nevada

² Being all of Lot 7, Block B of Summerlin Village 23A Unit No. 1 recorded in Book 108 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada, excepting therefrom the following described parcels:

All of Escala Unit No. 1 as recorded in Book 112 of Plats at Page 98 in the Office of the County Recorder, Clark County, Nevada

DATED this 3rd day of December 2003.

I concur with the apportionments as stated above.



DON BOETTCHER, Vice President of Land Acquisitions
PN II, Inc., A Nevada Corporation
d/b/a Pulte Homes of Nevada

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.: 55

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-173-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Second 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 Miramonte At Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-173-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3: **STRICKEN** under separate action (see individual item)

Item 9: **ABEYANCE** to 1/7/2004 under separate action (see individual item)

Item 28: **APPROVED** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

1 RESOLUTION NO. R-173-2003

2 A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF
3 LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE
4 SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF
5 PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL
6 IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS
7 BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED
8 THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH
9 LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT
10 AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH
11 APPORTIONMENT.

12 WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark
13 and State of Nevada, is organized and operating pursuant to the provisions of Chapter
14 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and
15 the general laws of the State; and

16 WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were
17 duly passed, adopted and approved by the City Council of the City (hereinafter the "City
18 Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively,
19 the City Council created and amended "City of Las Vegas, Nevada, Special Improvement
20 District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing
21 for the acquisition, construction and installation of street, road, sanitary sewer, storm
22 sewer/drainage improvements, and water main projects (hereinafter the "Project"), by
23 defraying the entire cost and expense of the Project by special assessments, against the
24 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

24 ///

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 cost and expense 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, which 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 137-35-310-003, 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 3rd day of December,
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 137-35-310-003, 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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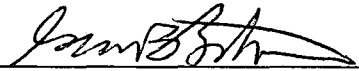
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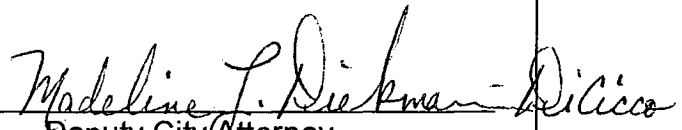
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1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

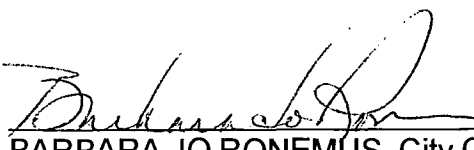
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 11-20-'03 
10 Date Deputy City Attorney

11 ATTEST:

12 
13 BARBARA JO RONEMUS, City Clerk
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