



MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

MARCH 3, 2004

INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

(Excused from the PM session until 2:30 pm)



COUNCILMAN GARY REESE

MAYOR PRO-TEM



COUNCILMAN LARRY BROWN



COUNCILWOMAN LYNETTE BOGGS MCDONALD



COUNCILMAN LAWRENCE WEEKLY

(Excused from the PM session until 2:30 pm)



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)

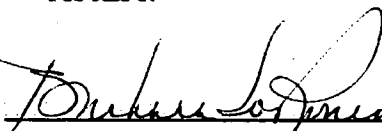


BARBARA JO RONEMUS, CITY CLERK



APPROVED BY REFERENCE: **April 7, 2004**

ATTEST:



CITY CLERK



MAYOR

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 26th day of **February, 2004**, 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 **March, 2004**, 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

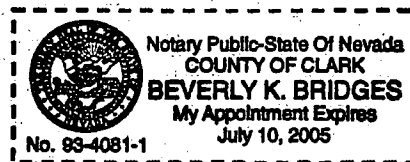
DEPARTMENT

Subscribed and sworn to before me this

27th day of February, 2004



NOTARY PUBLIC in and for said County and State



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

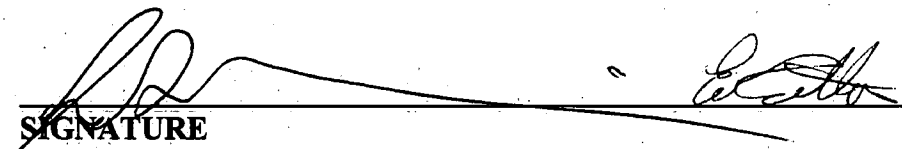
STATE OF NEVADA)

) 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 26th day of February, 2004 at the hour of 4:00 P.M. there were posted copies of a NOTICE, the attached of which is a true and correct copy of a City of Las Vegas, City Council Meeting to be held on the 3rd day of March, 2004, at 9:00 A.M., Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

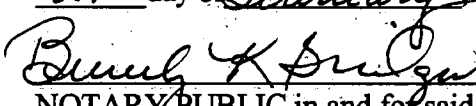
1. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
3. Clark County Government Center, 500 S. Grand Central Parkway
4. Las Vegas Library, 833 Las Vegas Blvd.
5. Grant Sawyer Building, 555 E. Washington Avenue

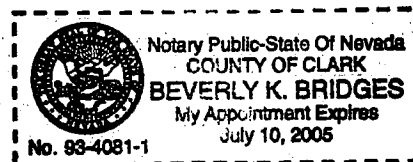

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

27th day of February, 2004


NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

MARCH 3, 2004
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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),

LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

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

MARCH 3, 2004

**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 CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF PURCHASING AND SUPPLY MANAGEMENT MONTH

BUSINESS ITEMS

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

CONSENT AGENDA

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

FIELD OPERATIONS DEPARTMENT - CONSENT

2. Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures - All Wards
3. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Outdoors Promotions, Inc., a Colorado corporation, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles (\$78,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other checks and Investments
5. Approval of a Special Event License for Higco, Inc., Location: Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (Parking Lot), Date: March 17, 2004, Type: Special Event Beer/Wine, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (L.B. McDonald)
6. Approval of Reclassification From: Supper Club License, To: Tavern License, Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140, Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)
7. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Rupinderjit S. Sangha, dba 7-Eleven Food Store #27228C, 2403 South Eastern Avenue, Rupinderjit S. Sangha, Franchise Mgr - Ward 3 (Reese)
8. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Sahara Center, 2423 Las Vegas Boulevard, South - Ward 3 (Reese)
9. Approval of Change of Location for a Burglar Alarm Service License, American Home Security, Inc., dba American Home Security, Inc., From: 5087 Arville Street, #H, To: 4545 Spring Mountain Road, Suite 106, Ira R. Beer, Dir, Pres, CEO, Secy, Treas, 100% - County
10. Approval of a new Psychic Art and Science License, Harry W. Kindness, III, dba Harry W. Kindness, III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
11. Preapproval of award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (monetary range \$5,000,000 to \$7,000,000 - Sanitation Enterprise Fund) - Ward 3 (Reese)
12. Approval of award of contract for RFP No. 040091-CW, Administration of Special Improvement District (SID) Financial Management Services - Finance and Business Services - Award recommended to: ASSESSMENT MANAGEMENT GROUP, INC. (Estimated 3-year total amount of \$2,017,000 - Various Special Revenue Funds) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of issuance of a purchase order for a remote controlled forklift - Department of Fire and Rescue - Award recommended to: JACKSON AND TULL CHARTERED ENGINEERS (\$376,400 - Fire Equipment Internal Service Fund)
14. Approval of issuance of a purchase order for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
15. Approval of revision of purchase order 216458 for an annual requirements agreement for Kaba Lock Cores - Department of Detention and Enforcement - Award to: IDN ACME, INCORPORATED (\$60,000 - Various Funds)
16. Approval of award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs - Department of Planning and Development - Award recommended to: SIGNPRO (Estimated annual amount of \$75,000 - General Fund) - All Wards
17. Approval of issuance of a purchase order for an annual hardware and software maintenance and support agreement for Stratus ftServer - Department of Fire and Rescue - Award Recommended to: TRITECH SOFTWARE SYSTEMS (Estimated annual amount of \$60,000 - Fire Communications Internal Service Fund)
18. Approval of rescission of award and re-award of Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment - Department of Fire and Rescue - Award recommended to: DESERT SPECIALTY RIGGING SUPPLY (Estimated annual amount \$23,000 - General Fund)
19. Approval of revision to purchase order 219364 for Community Emergency Response Team Backpacks - Department of Fire and Rescue - Award to: SAFETY IMAGES (\$8,625 - Multi-Purpose Special Revenue Fund)
20. Approval of issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services - Various Departments - Award recommended to: @ROAD (Estimated annual amount of \$300,000 - Various Funds)

HUMAN RESOURCES DEPARTMENT - CONSENT

21. Approval to contract with Medical Management Specialists, LLC for large case management and utilization review (\$66,000 - Self-insurance Internal Service Fund)
22. Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

23. Approval of name designation of the Doolittle Community Center main and auxiliary gymnasiums - Ward 5 (Weekly)
24. Approval of grant award in the amount of \$10,000 (General Fund) from The National Endowment for the Arts (Grant #04-7800-1050 - CFDA # 45.024), Challenge America - Access to the Arts, to the City of Las Vegas Cultural Affairs Division - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

25. Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

26. Approval of a Professional Services Agreement with Terracon for Materials Testing and Inspection Services on the Alexander Road/Hualapai Way Roadway Project (\$121,250 - Clark County Regional Flood Control District, \$140,000 - Regional Transportation Commission, \$7,750 - Bureau of Land Management Southern Nevada Public Lands Management Act, \$4,000 - City of Las Vegas Sanitation Fund, \$10,250 - Clark County Special Improvement District #146, \$16,750 - City of Las Vegas Special Improvement District #1493) - Ward 4 (Brown)
27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Alpha Engineering on behalf of Sandra Maserang, owner (southeast corner of Red Coach Avenue and Kevin Way, APN 138-05-203-001) - County (near Ward 4 - Brown)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - P.R.E. Engineers on behalf of Serenity Brook Estates, owners (south of Washburn Road, west of Juliano Road, APNs 125-32-701-013, 125-32-701-014, and 125-32-701-015) - County (near Ward 6- Mack)
29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jennifer Doody, P.E. on behalf of Farm & Rainbow LLC, owners (north of Farm Road, east of Rainbow Boulevard, APN 125-14-201-008) - County (near Ward 6 - Mack)
30. Approval of an Interlocal Agreement with Clark County for construction of road improvements on Tenaya Way (Northern Beltway To Elkhorn Road) - Ward 6 (Mack)
31. Approval of an Integration/Programming Services Agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities (\$3,885,770 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

32. R-27-2004 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
33. R-28-2004 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
34. R-29-2004 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
35. R-30-2004 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
36. R-31-2004 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
37. R-32-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50- Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
38. R-33-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1487 - Jones Boulevard (Beltway to Elkhorn) (\$954,101.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

REAL ESTATE COMMITTEE – CONSENT

39. Approval to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive (\$100 - Real Estate & Asset Management - Rental of Land) - Ward 6 (Mack)
40. Approval of First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive (\$63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report and possible action on the operation of motorized vehicles on a public street or highway without a valid drivers license
42. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and Sher Development, LLC granting Sher Development a two year exclusive negotiation period to conduct feasibility studies and negotiate a Disposition and Development Agreement with the City for the development of a zoo on the Floyd Lamb State Park site owned by the State of Nevada – Ward 6 (Mack)

BUSINESS DEVELOPMENT - DISCUSSION

43. Discussion and possible action regarding a report concerning the Downtown Entertainment Corporation on their progress to effectuate the implementation of the East Fremont Entertainment District, the appropriateness of extending the sunset of the district another 18 months - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Lameche Anice Davis, 507 North Lamb #5, Las Vegas, Nevada 89110
45. Discussion and possible action to correct the fine imposed against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, January 7, 2004, to \$1,017,000 and to approve a release and settlement agreement between the City, La Fuente, Inc., and Jack Galardi - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

46. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name, and Key Employee for a Tavern License and a new Nonrestricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Horseshoe Club Operating Co., dba Horseshoe Club, Becky L. Behnen, COB, Pres, CEO, Treas, 99.153%, Jack B. Binion, .847%, To: Speakeasy Gaming of Fremont, Inc., dba Binion's Horseshoe Casino and Hotel, 128 Fremont Street, Edson R. Arneault, Dir, Pres, Secy, Treas, Roger M. Szepelek, COO, MTR Gaming Group, Inc., PTC, 100%, Edson R. Arneault, COB, CEO, HHLV Management Company, LLC, Key Employee, Thomas M. Jenkin, Key Employee, Harrah's Operating Company, Inc., Mmbr, 100% - Ward 5 (Weekly)
47. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Jim Colbert Golf, Inc., dba Colbert Fogler Golf Enterprises, Robert H. Williams, Pres, To: Golf Enterprises, Inc., dba Las Vegas Golf Club, 4300 West Washington Avenue, Neil M. Miller, Pres, Treas, Dona L. Tanaka, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

48. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: The Badlands Golf Club, Inc., Stanton V. Abrams, Dir, Pres, Richard B. Rogers, Dir, Secy, Michael J. Meluskey, Dir, Treas, To: American Golf Corporation, dba The Badlands Golf Club, 9119 Alta Drive, Neil M. Miller, EVP, CFO, Treas, Dona L. Tanaka, Secy - Ward 2 (L.B. McDonald)
49. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Mulugeta K. Bour, dba Oakey Discount Market, 1616 Las Vegas Boulevard South, Mulugeta K. Bour, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a Review of a Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
51. ABEYANCE ITEM - Discussion and possible action regarding a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Young Il Kong, dba Grand Master Kong Taekwon-do, 1780 North Buffalo Drive, Suite 105, Young I. Kong, 100% - Ward 4 (Brown)

BOARDS & COMMISSIONS - DISCUSSION

52. ABEYANCE ITEM - TRAFFIC & PARKING COMMISSION – Lewis Brandon, Term Expiration 10-18-2004 (Resigned)
53. ANIMAL ADVISORY COMMITTEE – Mark A. Dolginoff, Term Expiration 3-20-2004

REAL ESTATE COMMITTEE - DISCUSSION

54. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

55. Bill No. 2004-5 – Establishes the “Live/Work Overlay District,” together with related regulations and provisions. Proposed by: Robert S. Genzer, Director of Planning and Development
56. Bill No. 2004-6 – Increases the time limit for parking in residential permit parking zones. Proposed by: Michael Sheldon, Director of Detention and Enforcement
57. Bill No. 2004-16 – Extends for an additional 18 months the provisions of Ordinance No. 5521, relating to the Downtown Entertainment Overlay District. Sponsored by: Mayor Oscar B. Goodman

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.

58. Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development
59. Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

60. Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney
61. Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement
63. Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement
64. Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement
65. Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement
66. Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

67. 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

68. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter and dangerous building located at 1020 Hassett Avenue. PROPERTY OWNER: JAMES W. & RHONDA O'CONNOR – Ward 3 (Reese)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1013 Ingraham Street. PROPERTY OWNER: GABRIEL VARGAS AYALA – Ward 3 (Reese)
70. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building/boarded building nuisance located at 510 W. McWilliams Ave.. PROPERTY OWNER: LAND ACQUISITIONS, LLC – Ward 5 (Weekly)
71. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building/Demolition regarding 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - 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 – DISCUSSION

72. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SDR-3201 - TABERNACLE OF PRAISE CHURCH OF GOD IN CHRIST ON BEHALF OF THE BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR EXISTING TEMPORARY MODULAR TRAILERS TO BECOME PERMANENT on 5 acres at 7550 Constantinople Avenue (APN: 138-10-101-020), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend DENIAL
73. ABEYANCE ITEM - MAJOR MODIFICATION TO THE IRON MOUNTAIN RANCH MASTER PLAN - PUBLIC HEARING - MOD-3069 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Major Modification to the Iron Mountain Ranch Master Plan (Planned Area 16 and Section 2.3.2) TO ALLOW 14,000 SQUARE FOOT MINIMUM LOT SIZES WHERE 20,000 SQUARE FOOT IS THE MINIMUM ALLOWED on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
74. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3069 - PUBLIC HEARING - SDR-3072 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 18 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
75. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-3668 - APPLICANT: HIGCO, INC. - OWNER: BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Required One Year Review of an approved Special Use Permit (SUP-1164) regarding the hours of operation of a Tavern located at 8820 West Charleston Boulevard, Suite 105 (APN: 138-32-412-027), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). Staff recommends APPROVAL
76. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by Singer & Brown from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL
77. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3315 - BUMPER MEDIC ON BEHALF OF SUN WEST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT AND BODY REPAIR SHOP at 7870 West Ann Road (APN: 125-28-818-004), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
78. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3369 - LAS VEGAS BILLBOARDS ON BEHALF OF MARVIN JAMES SCHIFF TRUST 80 - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2912 Highland Drive, (APN: 162-09-301-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL. (NOTE: An approved billboard is under construction within 300 feet. Therefore, staff recommends DENIAL)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

79. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - 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, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
80. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3479 - LAMAR OUTDOOR ADVERTISING ON BEHALF OF NEWBERG-FIORELLO DEVELOPMENT - Appeal filed by Lamar Outdoor Advertising from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40 FOOT TALL, 14 FOOT BY 48 FOOT, OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2475 South Jones Boulevard (APN: 163-02-802-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0 vote) and staff recommend DENIAL
81. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3542 - APPLICANT: PAT MARCY - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit and a Waiver of the distance separation requirements FOR A PROPOSED SUPPER CLUB located at 1916 Village Center Circle, Suite 7 (APN: 138-19-719-003), P-C (Planned Community) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. 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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MARCH 3, 2004

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 CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN (excused from the afternoon session until 2:30 p.m.) and COUNCILMEMBERS REESE, BROWN, WEEKLY (excused from the afternoon session until 2:30 p.m.), MACK, and MONCRIEF

EXCUSED: COUNCILWOMAN McDONALD (attending National League of Cities Conference in Washington D.C.)

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

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

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

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(9:09 – 9:10)

1-1

REVEREND CHESTER RICHARDSON, Second Baptist Church, gave the invocation.

(9:10 – 9:11)

1-21

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 3, 2004
Announcements – Continued

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.
(9:11 – 9:12)
1-67

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

A certificate of appreciation was presented at the meeting but a copy was not submitted for the minutes.

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN MACK recognized GLADYS FEINN, who recently expired, and presented to her husband CONAN and daughter LYNN a certificate of appreciation for all her involvement in the community while she was alive. MRS. FEINN was very humorous and a strong advocate of the neighborhoods. She was the voice of reason in working with the residents and the public entities. She will be sorely missed.

MR. FEINN stated that even though his wife was not present, she would be watching to make sure things are done right. He thanked the Council for recognizing his wife.

(9:12 – 9:15)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF PURCHASING AND SUPPLY MANAGEMENT MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted after meeting: copy of proclamation from the Mayor's office declaring March 2004 as Purchasing Month

MOTION:

None required. A presentation was made.

MINUTES:

KATHY RAINEY, Manager, Purchasing and Contracts, joined MAYOR GOODMAN in recognizing March as Purchasing and Supply Management Month. MAYOR GOODMAN commented that the City was joining other cities around the country this month in holding activities and special events to further educate and inform the general public on the role of purchasing and supply management within government. This is such an important function because it has to do with the City's purse strings. Because the purchasing and supply management profession has an integral role in the quality and efficiency of government throughout the United States, the Mayor proclaimed March as Purchasing Month in the City of Las Vegas and urged all citizen to recognize the importance of this special designation.

MS. RAINEY said it was a pleasure to be able to recognize the very hardworking men and women of the Purchasing Division. They work behind the scenes in support of the City's goals and negotiate contracts for the City that reduce risk and liability, that save money, and that improve quality. They are also at the forefront of using technology in helping to improve efficiencies and operational costs for the City. Her staff stood in the audience in recognition.

(9:15 - 9:17)

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 3, 2004
Ceremonial

MINUTES – Continued:

Also, COUNCILMAN BROWN recognized SERGEANT NICHOLAS KRUTHOFF, who recently returned from Iraq after serving for a year. SERGEANT KRUTHOFF was nominated for the Bronze Star during his assignment. COUNCILMAN BROWN read a letter from United States Army CAPTAIN LEAR CODDINGTON praising SERGEANT KRUTHOFF. On behalf of the City, COUNCILMAN BROWN presented SERGEANT KRUTHOFF with a Certificate of Merit and a Key to the City. He thanked SERGEANT KRUTHOFF for his service to this country and wished him well.

SERGEANT KRUTHOFF thanked those that support the troops and his family. His mother VIRGINIA CASTILLO also thanked the citizens who support the soldiers in all branches of the military. She mentioned that her other son was also recently called to serve in Iraq. She loves her sons and is very proud of them. She thanked the Council for recognizing her son.

(9:17 – 9:21)

1-234

Lastly, MAYOR GOODMAN welcomed COUNCILMAN BROWN'S father who was in the audience.

(9:21 – 9:22)

1-356

From the office of the Mayor **Proclamation**

Whereas; the purchasing and supply management profession has an integral role in the quality and efficiency of government throughout the United States; and

Whereas; in addition to the purchase of goods and services, the purchasing and supply management professional has responsibility for functions such as negotiating, implementing and administering contracts, soliciting and evaluating bids and proposals; developing forecasts and procurement strategies; supervision and/or monitoring the flow and storage of materials; developing working relationships with suppliers and with other departments within the organization; and

Whereas; the Nevada Association of Purchasing and Supply Management, an affiliate of the Institute of Supply Management, and other purchasing associations around the world, are holding activities and special events to further educate and inform the general public on the role of purchasing and supply management within government; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM MARCH, 2004, TO BE:

Purchasing Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THE IMPORTANCE OF THIS SPECIAL DESIGNATION.



In Witness Whereof:
**BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF MARCH, 2004.**


**HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

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 44 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

There was no discussion.

(9:22 – 9:23)

1-400

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Transit America, LLC (Transit America) desires to sell its Southern Nevada bus stop-shelter system to Outdoor Promotions, Inc. (Outdoors). Accordingly, the City has negotiated this contract and a Franchise Agreement with Outdoors to facilitate the sale. Transit America's contract will terminate when the Franchise Agreement becomes effective. Additionally, the City consents to Transit America requiring Outdoors to give it a security interest in the shelters & benches as well as a security interest in the Franchise Agreement, inasmuch as Transit America will be financing Outdoors' purchase of the shelters & benches. In the event Transit America is required to foreclose on its above security interest, CLV agrees that it will accept Transit America in the place & stead of Outdoors as the operator of the shelters & benches & as successor or franchisee under the Franchise Agreement.

RECOMMENDATION:

That the City Council approve and authorize the Mayor to sign the Termination and Consent Agreement.

BACKUP DOCUMENTATION:

Termination and Consent Agreement

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that Item 2 involves bus shelters owned by Transit America Las Vegas, which leases advertising space to Lamar Central Outdoor Advertising; and SuperPawn shops, owned by his brother STEVEN MACK and with whom he has a consulting agreement, has an unrelated contract with Lamar Advertising for construction of an off-premise sign at a location in the County. Items 10 and 25 also involve locations near SuperPawn shops. Since his brother had not mentioned these matters to him and COUNCILMAN MACK did not believe his brother would be impacted, he indicated he would be voting on the aforementioned items.

CITY COUNCIL MEETING OF MARCH 3, 2004

Consent – Field Operations

Item 2 – Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures – All Wards

MINUTES:

COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

MAYOR GOODMAN requested that Item 22 be pulled for discussion.

(9:23 – 9:25)

1-418

TERMINATION AND CONSENT AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") is made and entered into effective this 3 day of March, 2004 (the "Effective Date") by and between the City of Las Vegas, Nevada, a municipal corporation (the "City"), and Transit America Las Vegas, LLC, a Delaware limited liability company ("Contractor").

RECITALS

WHEREAS, City and Contractor are parties to that certain Contract dated September 20, 1994 (the contract is hereinafter referred to as the "Franchise Agreement") pertaining to the construction and operation of bus shelters, bus benches, and other transit advertising structures (the "Advertising Structures") located in the City and Clark County, Nevada;

WHEREAS, Contractor wishes to transfer the ownership and operation of the Advertising Structures to Outdoor Promotions, Inc., a Colorado corporation ("Outdoor Promotions");

WHEREAS, City and Outdoor Promotions have entered into negotiations for a new agreement concerning such Advertising Structures (the "New Franchise Agreement");

WHEREAS, in connection with the above referenced transfer to Outdoor Promotions, Outdoor Promotions will grant a security interest in the Advertising Structures and the New Franchise Agreement to Contractor to secure certain debts of Outdoor Promotions owed to Contractor; and

WHEREAS, to insure the continued effective operation of the transit advertising services relating to City's transit operations, to facilitate the sale of the Advertising Structures to Outdoor Promotions; and to facilitate the New Franchise Agreement, City and Contractor desire to terminate the Franchise Agreement, and City desires to give the consent set forth hereinafter.

NOW, THEREFORE, because of and in consideration of the premises and of the respective covenants, agreements, and provisions herein contained, intending to be legally bound, City and Contractor agree as follows:

1. **TERMINATION OF FRANCHISE AGREEMENT.** Effective as of the date and time at which Outdoor Promotions assumes the ownership of the Advertising Structures and the New Franchise Agreement becomes effective (such date referred to hereinafter as the "Termination Time"), City and Contractor agree that the Franchise Agreement is hereby terminated and of no further legal force or effect whatsoever bearing on either party thereto. Notwithstanding the foregoing, subject to any limitation period provided by law, Contractor agrees that it will remain liable to the City for any payment or indemnity obligation under such Franchise Agreement which arose prior to the Termination Date, other than the obligation to post any payment or performance bond, as such bond shall be posted by Outdoor Promotions under the New Franchise Agreement. Further notwithstanding the foregoing, Contractor agrees that for a period of twenty-four (24) months from the Termination Time, it shall maintain the insurance coverage currently in place in favor of City, but only to the extent that such coverage relates to any occurrence or event which occurred prior to the Termination Time and for which Contractor has liability under the Franchise Agreement. Upon such termination

becoming effective, City agrees that it shall release to Contractor any payment or performance bond posted by Contractor pursuant to the Franchise Agreement.

2. CONSENT TO GRANT OF SECURITY INTEREST.

(a) City acknowledges that, in connection with the purchase and sale of the Advertising Structures to Outdoor Promotions, Contractor may be granted a security interest in the Advertising Structures and the New Franchise Agreement (the "Security Interest"). City consents to the granting of such security interest by Outdoor Promotions to Contractor.

(b) City acknowledges and agrees that in the future should Contractor or its assignee of the Security Interest be required to foreclose the Security Interest with respect to the New Franchise Agreement, City agrees that, upon the posting of any security deposit, performance bond, and insurance certificate required and issued in accordance with the New Franchise Agreement, City will accept Contractor, or, subject to the approval of the City Council, Contractor's assignee, or the party acquiring the Advertising Structures in the foreclosure proceedings in the place and stead of Outdoor Promotions as the operator of the Advertising Structures and successor Franchisee under the New Franchise Agreement.

3. NOTICES. All notices required or convenient to be given to any party hereto in connection with this Agreement shall be in writing and deemed given if given in person or sent postage prepaid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation Federal Express, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below.

Notice to City:

City of Las Vegas
City Manager's Office
400 Stewart Ave., 8th Floor
Las Vegas, NV 89101
702-229-6501

with a copy to:

City of Las Vegas
City Attorney's Office, 9th Floor
400 Stewart Avenue
Las Vegas, NV 89101
702-229-6201

Notice to Transit America Las Vegas, LLC:

Transit America Las Vegas, LLC
Attention: John Miller
P.O. Box 66338
5551 Corporate Blvd. (70808)
Baton Rouge, LA 70896

with a copy to:

James McIlwain, Esq.
The Lamar Companies
P.O. Box 66338
5551 Corporate Blvd. (70808)
Baton Rouge, LA 70896

4. **ENTIRE AGREEMENT.** The provisions of this Agreement constitute the entire agreement between the parties and supersede all prior oral or written agreements, understandings, representations and warranties and courses of conduct or dealings between the parties on the subject matter set forth in this Agreement. The provisions of this Agreement may only be amended or modified by a writing executed by all of the parties to this Agreement.

5. **GOVERNING LAW.** This Agreement will be governed by and construed under the laws of the State of Nevada, without regard to conflict of laws principles.

6. **WAIVER.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement

7. **ASSIGNMENT.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

8. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this

Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

9. DIVISIONS AND HEADINGS. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

10. ENTIRE AGREEMENT. This Agreement supersedes all previous contracts, agreements and understandings, if any, regarding the within subject matter and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties representing the within subject matter.

11. TIME OF THE ESSENCE. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

12. COUNTERPARTS, FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Any such exchange by facsimile transaction shall be immediately followed up by the sending party sending via certified U.S. Mail, postage prepaid, the original document bearing original signatures. Notwithstanding this requirement to provide original signatures, signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

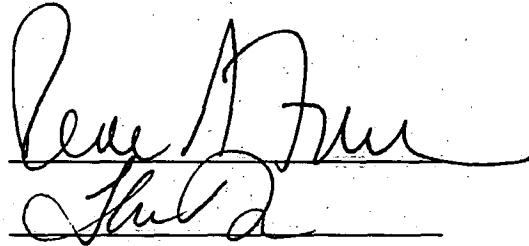
The remainder of this page intentionally left blank.

DONE AND SIGNED by Transit America Las Vegas, LLC, effective the date first written above before the undersigned witnesses.

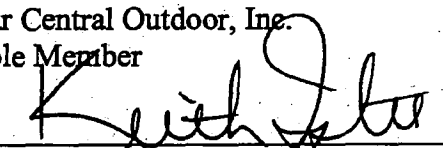
Witnesses:

Transit America Las Vegas, LLC

By: Triumph Outdoor Holdings, L.L.C.,
Its Sole Member



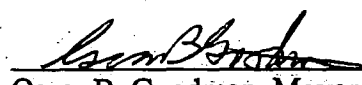
By: Lamar Central Outdoor, Inc.
Its Sole Member

By: 

Keith A. Istre,
Vice President and CFO

DONE AND SIGNED by the City of Las Vegas, Nevada effective the date first written above before the undersigned witnesses.

City of Las Vegas, Nevada

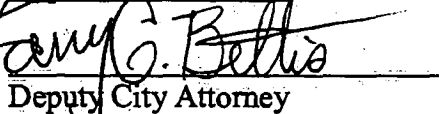
By: 

Oscar B. Goodman, Mayor

Attest:


Barbara Jo Ronmus, City Clerk

Approved as to Form:


Deputy City Attorney

2-18-04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

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

Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Outdoors Promotions, Inc., a Colorado corporation, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles (\$78,000 annual revenue) - All Wards

Fiscal Impact☐**No Impact****Amount:** \$78,000 annual revenue☐**Budget Funds Available****Dept./Division:** Field Operations☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Currently, Transit America Las Vegas, LLC, has uniform contracts with the Cities of Las Vegas, & Henderson & Clark County to provide bus stop shelters & benches. These contracts will expire June 30, 2004. Due to financial losses, partially due to minimum payment requirements, Transit America desires to sell its So. Nevada bus stop shelter system to Outdoor Promotions, Inc., (Outdoors) a company with 20 years of shelter experience. CLV receives \$23,510 mo. pursuant to the min. mo. payment requirement. The franchise agreement with Outdoors will not require the min. mo. payment but rather a fee based on 15% of its gross advertising revenues. This will result in an approximate loss of \$204,000 in revenue for the transportation services budget. The term of the franchise is five years with an option to renew for five years. The County & City of Henderson recently approved the same proposed franchise terms.

RECOMMENDATION:

That the City Council approve and authorize the Mayor to sign the Bus Stop Shelters and Benches Franchise Agreement

BACKUP DOCUMENTATION:

Bus Stop Shelters and Benches Franchise Agreement

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - **UNANIMOUS** with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

BUS STOP SHELTERS & BENCHES

FRANCHISE AGREEMENT

**BUS STOP SHELTERS & BENCHES
FRANCHISE AGREEMENT**

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BUS STOP SHELTERS & BENCHES FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into on the 3 day of March, 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation (hereinafter called the "City"), and OUTDOOR PROMOTIONS, INC., a Colorado corporation (hereinafter called the "Franchisee").

WHEREAS, the City is authorized under NRS 268.081 and 268.083 to grant a franchise for construction and maintenance of benches and shelters for passengers of public mass transportation; and

WHEREAS, the City desires to grant a non-exclusive Franchise to the Franchisee to construct, install and maintain bus Shelters and Benches and trash receptacles in and upon Sidewalks located in the City's rights-of-way at locations assigned to the Franchisee by the City that have been designated as bus stops by the Regional Transportation Commission of Southern Nevada or its agent or any successor thereto (hereinafter called the "RTC"); and

WHEREAS, the City entered into a contract for area-wide bus stop Shelter and Bench service with RAL Construction and Maintenance dated September 21, 1994 ("1994 Contract") and such contract has been assigned to Transit America Las Vegas, LLC, ("Transit America"); and

WHEREAS, the 1994 Contract will expire on June 30, 2004, and Franchisee represents that Transit America is willing to sell its inventory of bus stop Shelters and Benches in the City to Franchisee as soon as this Franchise Agreement is signed by both parties, and

WHEREAS, Franchisee is desirous of providing bus stop Shelter and Bench service to the City under the terms and provisions of this Franchise Agreement; and

WHEREAS, the City and the Nevada Department of Transportation (hereinafter called "NDOT"), are parties to a Cooperative Agreement for Installation and Maintenance of Bus Shelters and Benches, dated October 25, 1995, (hereinafter called the "Cooperative Agreement") which permits the City to allow installation and maintenance of Shelters and Benches on rights-of-way under the jurisdiction of NDOT.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS. As used in this Franchise Agreement the following words or phrases, or those words or phrases set aside in quotation marks elsewhere in this Franchise Agreement, when capitalized, have the meaning ascribed to them. When not

inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and vice versa, the masculine gender includes the feminine gender. The words "shall," "must" and "will" are mandatory, and "may" is permissive:

- A. "Bench" means a seat for two or more persons located at a public mass transportation bus stop, including trash receptacles, and may include advertising.
- B. "Department" means the Department of Finance and Business Services of the City.
- C. "Director" means the Director of the Department of Finance and Business Services of the City.
- D. "Install and maintain" means to construct, erect, install, operate, maintain, use, repair, replace, improve, extend, enlarge, or remove, or any combination of such activities.
- E. "Shelter" means a covering and appurtenances located at a public mass transportation bus stop offering persons relief from the elements and accommodations, including benches, lighting, trash receptacles, and may include advertising.
- F. "Sidewalk" means the part of the City rights-of-way intended for use for pedestrian traffic and not intended for or generally used for vehicular traffic. Portions of the highways, streets, roads, alleys, thoroughfares, places, and ways of any kind used by or open to the public as a matter of right for the purpose of vehicular traffic are not included in the definition of "sidewalk."

SECTION 2. GRANT OF FRANCHISE. There is hereby granted by the City to the Franchisee the non-exclusive right, privilege, permission and authority to install and maintain Shelters and Benches in and upon the Sidewalks within the City as assigned and approved by the City.

SECTION 3. BUSINESS LICENSE. The Franchisee will obtain and maintain in effect business licenses issued by the Department in the proper classification required for the type(s) of business it conducts. The business license(s) will be renewed as required by the Department and remain in effect throughout the term of the Franchise.

SECTION 4. ACTIVITIES & RIGHTS LIMITED. This Franchise does not grant the Franchisee the right, privilege, permission or authority to in any way engage in activities other than those reasonably necessary to install and maintain Shelters and Benches. No right, privilege, permission or authority is granted by or to be inferred from this Franchise except those specifically described herein. Any right, privilege, permission or authority claimed under this Franchise in any Sidewalk or other City rights-of-way or property will be subordinate to any prior lawful occupancy of the same.

SECTION 5. NON-EXCLUSIVE FRANCHISE. The right, privilege, permission and authority granted by this Franchise is not exclusive, and the City hereby reserves the right, power, and authority to grant similar rights, privileges, permission and authority to any person(s) at any time.

SECTION 6. CITY'S RIGHTS IN SIDEWALKS. The City reserves the right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Sidewalks or any surface or subsurface improvements, including but not limited to water mains, traffic signal conduits, sanitary or storm sewers, subways, viaducts, bridges, underpasses or overpasses, within the City.

SECTION 7. CEASE OF CITY'S RIGHTS IN SIDEWALK. This Franchise shall cease to apply to any Sidewalk if and when the City ceases to have authority to use, ceases to have jurisdiction over, or ceases to be obligated to maintain such Sidewalk.

SECTION 8. TERM OF FRANCHISE. The term of this Franchise shall commence on the day it is approved by the City and unless terminated or renewed shall expire five years from that date. Provided the Franchisee is not then in default in performance of its obligations, the Franchisee may renew this Franchise for one additional term of five years by giving the City written notice 120 days before the expiration of this Franchise.

SECTION 9. SHELTER/BENCH INSTALLATION & MAINTENANCE.

- A. The Franchisee will install and maintain its Shelters and Benches in the City only at bus stop locations authorized by the RTC and assigned to the Franchisee by the City. Franchisee agrees to install new Shelters and Benches annually at the non serviced bus stops on a case-by-case basis as requested by the City in a minimum amount equal to 2 percent of its combined Shelter and Bench inventory in the City, with such inventory to include those Shelters and Benches at bus stops in the City purchased or obtained by other means from third parties, provided that the City Manager will relieve Franchisee of this obligation in any year that Franchisee can demonstrate to the satisfaction of the City Manager that installing additional Shelters or Benches will cause Franchisee an economical hardship. Franchisee will not remove any Shelter or Bench previously placed at a bus stop by Franchisee or a third party unless approved by the City Manager or his or her designee.
- B. Standard Shelters will not exceed 18 feet in length or 6 feet in depth and will have no more than two advertising panels, unless otherwise permitted by the City. Expanded Shelters may be permitted, provided that the City has approved the additional structure based on overcrowding at a specific bus stop. Expanded Shelters will not exceed 36 feet in length and will have no more than four advertising panels, unless otherwise permitted by the City. Shelter and Bench space made available in an expanded Shelter will be double that of a standard Shelter. The design and construction material of new or replacement Shelters,

Benches or trash receptacles will be the same as or similar to existing Shelters, Benches or trash receptacles or they must be approved by the City Manager or his designee before installation.

- C. The Franchisee will submit an engineered site plan to and, if required, secure an encroachment permit, building permit or any other permits required from the City for each Shelter and Bench it installs in the City. The Franchisee will pay all permit and inspection fees and may deduct the amount of the fees from its next Franchise fee payment by showing proof of permit fee payments in its Franchise fee submitted to the Department.
- D. Franchisee will evaluate installation sites to ensure that there are adequate Sidewalk dimensions, fire hydrants are a minimum of 15 feet from the sites, driveways are a minimum of 6 feet from the sites, sites comply with the Americans With Disabilities Act (ADA), and any other situations are mitigated which could be hazardous to vehicular or pedestrian traffic prior to finalization of site plans. Shelters, Benches and trash receptacles will not be placed in a manner that will block motorists' vision or present any unreasonable impediment to pedestrians or handicapped persons. A minimum of 36 inches of clearance will be provided from the curb face to the Shelter or Bench. There will be adequate room under the roof of a Shelter for a wheelchair to fit and be protected from the elements. The City will have final approval for any prospective site plan or location.
- E. The Franchisee will perform all work as may be necessary to comply with this Franchise Agreement in a satisfactory and acceptable manner and, unless otherwise provided, will furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner. The Franchisee will bear all capital, operating, liability and maintenance costs associated with the Shelters and Benches.
- F. Shelters and Benches will be installed on concrete pads or sidewalks and be plumb, level, true, neat, and rigid in every respect. The work will adhere to the site plans approved by the City. Shelters, Benches and amenities will be installed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise permitted by the City.
- G. Shelters and Benches will be installed and maintained in a good and workmanlike manner in accordance with good engineering practices and in compliance with all applicable federal, state and local laws, ordinances, rules and regulations and permits. The Franchisee will, at all times, keep its work area in a neat, clean, and safe condition. Upon completion of any portion of work, Franchisee will promptly remove all of its equipment, construction plant, temporary structures and surplus materials. Any disturbance of the existing Sidewalk will be restored in a manner satisfactory to the City. Franchisee will, at its expense, satisfactorily dispose of all construction plants, buildings, rubbish,

unused materials, and other equipment and materials belonging to it or used in the performance of its work, and Franchisee will leave the premises and work site in a neat, clean and safe condition.

H. All Shelters will be equipped with an identification number affixed to the side facia of the Shelter and route number prominently displayed. Any transit information provided by RTC will be prominently displayed on the inside advertising panel.

I. Shelters of any design will be equipped with overhead lighting from dusk to dawn, except as otherwise provided in this Section. The Franchisee will adhere to all City Codes when illuminating Shelters. Franchisee will pay for all illumination costs, and will save the City harmless from restitution for such costs. Illumination will consist of and be the responsibility of Franchisee as follows:

1. Electrical power will be secured from streetlight circuits subject to the following features and conditions:
 - a. A No. 3 ½ pull box in the existing streetlight conduit from which a conduit will be run to the Shelter;
 - b. A green bond wire from the streetlight to the Shelter;
 - c. Fusing by means of fuse holders in the base of the streetlight pole;
 - d. Wiring colored other than red or black;
 - e. No tie-ins to City-owned circuits other than City-owned streetlight circuits; and
 - f. No tie-ins to City-owned series streetlight circuits.
2. Solar power will be provided at Shelters by Franchisee when electrical power is unavailable. The illumination required by this Section will be maintained for the length of available solar reserve.
3. The actual electrical illumination costs will be determined by the Franchisee metering Shelters selected by and for the periods of time requested by the City during the term of this Franchise Agreement.

J. The Franchisee will repair any damaged Shelter or Bench that poses a safety hazard within 24 hours of notification of the damage. If the Shelter or Bench posing a safety hazard cannot be repaired, the Franchisee will mitigate the safety hazard within 24 hours and replace the same within 72 hours after notification of the damage. Franchisee will repair or replace any damaged Shelter or Bench not posing a safety hazard within 72 hours after notification of damage. Franchisee will perform the following Shelter and Bench maintenance monthly

unless emergency circumstances or requests of the City concerning particular Shelters and/or Benches requires more frequent maintenance services:

1. Full wash-down of Shelters, Benches and accessories;
 2. Removal of dirt, graffiti and pasted materials from Shelters and Benches;
 3. Squeegee wipe-down of glass and plastic surfaces of Shelters and Benches;
 4. Removal of weeds, manually or chemically, within a distance of 10 feet around Shelters and Benches; and
 5. Repairs of paint scratches on Shelters and Benches.
- K. The Franchisee will install heavy duty, 32-gallon or larger trash receptacles at each Shelter and Bench it installs. Additional trash receptacles will be installed at bus stop locations that require additional service. Each trash receptacle will be emptied a minimum of two times a week. At high profile or high use areas, the trash will be picked up more frequently and, as determined by the City, picked up daily, twice a day or more often as needed. Franchisee will remove trash from within ten feet of each side of the Shelter or Bench each day or as necessary. Trash will be disposed of by the Franchisee in compliance with all applicable laws and regulations.
- L. Shelters and Benches will be so installed and maintained as to cause minimum interference with the lawful use of the Sidewalks and of property adjoining any of the Sidewalks. All Shelters and Benches will be installed and maintained so as not to interfere with the installation, maintenance or use of street lighting systems, traffic signal systems, water pipes, drains, sewers, or the flow of water therein, that have been or may be installed, maintained, used or authorized by the City, or the City Sanitary and Storm Sewer Collection System, the Las Vegas Valley Water District or any other governmental entity governed by the City Council.
- M. The Franchisee will not install or maintain or use any of its Shelters or Benches in such a manner as to damage or interfere with any existing gas, telephone, telegraph or cable television facilities or electric light, heat or power lines owned by another.
- N. In case the Franchisee damages or disturbs any Sidewalk or adjoining property or any structure located on, over or under any Sidewalk or adjoining property, the Franchisee will promptly, at no cost or expense to the City or private property owner, and in a manner approved by the owner of the Sidewalk, structure or adjoining property, repair or replace the Sidewalk, structure, or adjoining property in as good condition as before the damage or disturbance. If the repair or

replacement of a damaged Sidewalk or other City-owned property is not completed within a reasonable time or does not meet the City's adopted standards, the City may perform the work with its own forces or through a hired contractor and the Franchisee will reimburse the City for all costs incurred.

- O. In case of failure on the part of the Franchisee to complete any work in Sidewalks or other rights-of-way in the manner and time specified in this Franchise Agreement or in any permits or authorizations granted by the City, or within such additional time as may be granted by the City, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Franchise Agreement or any extensions thereof, the City may assess the Franchisee, as liquidated damages, the sum of \$200 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the City in completing the work.
- P. Except for unforeseen and immediate circumstances, whenever it is necessary to discontinue, shut off or interrupt the use of any Shelter or Bench, the Franchisee shall do so at such time as will cause the least amount of inconvenience to passengers and shall give reasonable notice thereof to passengers.

SECTION 10. SHELTER/BENCH RELOCATION & REMOVAL.

- A. The Franchisee will not acquire nor assert any vested right or interest in any particular location of any of its Shelters or Benches installed and maintained within the Sidewalks under this Franchise, even though such location was approved by the City.
- B. The Franchisee, under reasonable circumstances and at its sole expense, will relocate any Shelter or Bench at the direction of the City. Reasonable circumstances include, but are not limited to, bus stop inactivity, bus route change, public improvement and sight visibility hazards. Upon notification of relocation by City, Franchisee will remove a Shelter or Bench within 30 days and may relocate it to a new location as determined by the City. The vacated location will be restored to a condition approved by City.
- C. The Franchisee will, at no cost and expense to the City, the City Sanitary and Storm Sewer Collection System, the Las Vegas Valley Water District or other entity governed by the City Council reconstruct, remove or relocate its Shelters and Benches upon written notice from the City Manager or designee to accommodate the installation, maintenance or use of all public improvements, including but not limited to street light or traffic signal poles and conduits, water mains, sanitary or storm sewers, subways, viaducts, bridges, underpasses or overpasses, which the City, the City Sanitary and Storm Sewer Collection System, the Las Vegas Valley Water District or other entity governed by the City Council may have installed, maintained or used or may in the future decide to install, maintain or use on, across, along, over or under any rights-of-way,

including Sidewalk, or as the City Manager or designee determines is necessary because of the proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, realignment, change of width or construction of any rights-of-way or Sidewalk. The Franchisee will, within 30 days after receiving any such written notice and obtaining a permit to do so if required by law, reconstruct, remove or relocate any Shelters or Benches.

- D. With respect to removal or relocation, the City may assess the Franchisee, as liquidated damages, up to \$1,000 for each calendar day beyond 30 days, or such shorter time as may be reasonable that such reconstruction, removal or relocation has not been completed, until final completion of the work, together with any increased costs incurred by the City in completing the work. The Franchisee shall not be liable for liquidated damages for delay caused by any factor beyond the Franchisee's ability to control.
- E. Upon reconstruction, removal or relocation of any Shelter or Bench erected by Franchisee hereunder, all material shall be removed from the site, including without limitation all wires and electrical conduit. The site shall be repaired to the current City standard, as inspected and approved by the City, including complete restoration of any sidewalk upon which said Shelter or Bench was located.

SECTION 11. ADVERTISING.

- A. Advertising Panels – Advertising on Shelters, Benches and trash receptacles will be limited to the following restrictions unless otherwise permitted by the City:
 - 1. Each standard Shelter will be allowed two advertising panels not to exceed 4' x 6' each.
 - 2. Each Bench will be allowed one backboard panel not to exceed 24 square feet.
 - 3. Each trash receptacle will be allowed two advertising panels not to exceed 20" x 29" each.
- B. Traffic Sign/Light Conflict – No advertisement which displays any word, phrase, symbol, character, or reference that resembles or is likely to confuse, distract, interfere, mislead or conflict with any traffic control device will be permitted.
- C. Prohibited Advertising – Franchisee will not allow any advertising space to contain material which is harmful to minors (Chapter 10.64 of the City Code), material which is obscene (Chapter 10.42 of the City Code), and any material that is untrue, deceptive or misleading in violation of federal, state or local law. Upon notification by the City the Franchisee will immediately remove such advertising.

- D. Removal of Advertising – Within 24 hours after the City serves notice upon Franchisee requiring the removal of any advertisement pursuant to this Section, Franchisee will remove the advertisement.
- E. Unsold Advertising and Public Service Announcements – In the event advertising space is unsold, Franchisee retains the right to post public service announcements, old copy or its own advertisements. The City may use unsold advertising space, providing its own advertising poster, for any purpose agreed to by both parties other than the promotion of political candidates or causes for a period up to the selling of that space to an advertiser.
- F. Route Information – Space for route information supplied by RTC will be provided on all bus shelters providing advertising.

SECTION 12. FRANCHISE FEE.

- A. Franchisee will pay to the Department as a franchise fee 15% of its gross monthly advertising revenue received for the sale of advertising space on Shelters, Benches and trash receptacles during a calendar month. The monthly franchise fee will be paid on or before the 15th day of the following calendar month.
- B. If any franchise fee required to be paid by this Section is received by the Department more than 15 days after the due day, a penalty of one percent (1%) of the delinquent amount will be assessed against the Franchisee per month on the unpaid balance, including any accrued interest, until the past due Franchise fees and interest are paid in full to the Department.
- C. The City Council may revoke this Franchise and terminate the Franchise Agreement in the event that the monthly payments due from the Franchisee are delinquent in four or more months in any twelve-month period.

SECTION 13. FRANCHISEE REPORTS & RECORDS.

- A. The Franchisee will file annually with the Director, on or before the first Monday in March of each year, a certified financial statement, using generally accepted accounting principles, setting forth the gross receipts derived from the sale of advertising on Shelters and Benches in the City during the preceding calendar year which substantiates its payment of franchise fees pursuant to the terms of this Franchise Agreement.
- B. The Director will have the right from time to time, and at reasonable times, to inspect the books and records of the Franchisee insofar as such books and records pertain to the gross receipts of the Franchisee arising from the operation of its Shelters and Benches within the City or allocable thereto. The Franchisee will furnish to the Director upon request such reports, documents and information

as may be reasonably necessary to enable the City to verify the correct amount of the payments required to be made by the Franchisee.

- C. The City may, at any reasonable time, examine the books and records of Franchisee for the purpose of verifying Franchisee's compliance with the terms of this Franchise Agreement and Franchisee hereby grants the City and its representatives full access to its books and records and all premises on which the same are located for the purpose of conducting such examination. If books and records do not reside in the Las Vegas valley area of Clark County, Nevada, at the request of the City they will be made available to the City in the Las Vegas valley area of Clark County, Nevada, for the purposes of this Section.

SECTION 14. TAXES. Franchisee will pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Franchise. Franchisee will make any and all payroll deductions required by law. Franchisee herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SECTION 15. INDEPENDENT CONTRACTOR & SUBCONTRACTORS. Franchisee represents that it is fully experienced and properly qualified to perform the class of work provided for herein and that it is properly licensed, equipped, organized and financed to perform such work. Franchisee shall act as an independent contractor and not as the agent of the City in carrying out the terms and conditions of this Franchise Agreement. Franchisee agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as it will for the acts or omissions of persons directly employed by the Franchisee. Nothing contained in the Franchise Agreement will create any contractual relation between any subcontractor and City. The City reserves the right to request copies of any or all contracts that the Franchisee may have with its subcontractors.

SECTION 16. FRANCHISE AMENDMENTS. The City Council may, at any time hereafter upon reasonable notice to the Franchisee and opportunity for the Franchisee to be heard, alter or amend this Franchise or impose pursuant to law such conditions, restrictions or limitations in addition to those incorporated herein concerning the use by the Franchisee of the Sidewalks as the City Council deems to be reasonably necessary for the public's health and safety.

SECTION 17. ENFORCEMENT REMEDIES NOT EXCLUSIVE. No provision herein made for the purpose of securing enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

SECTION 18. REVOCATION & TERMINATION. This Franchise is granted upon each and every condition contained herein and shall ever be strictly construed in favor of the City. Each of the conditions is a material and essential condition to the granting of this

Franchise. If the Franchisee fails to comply with any of the provisions hereunder, except for causes beyond the reasonable control of the Franchisee, and fails within 30 days after written notice from the City to commence, and within a reasonable time complete, the correction of such default or noncompliance, the City shall have the right to immediately revoke this Franchise and all rights, privileges, permission and authority of the Franchisee hereunder. The City reserves the right to waive any specific breach of the terms and conditions of this Franchise, and such waiver shall not be deemed to be continuous with respect to any future breaches on the part of the Franchisee.

SECTION 19. REVOCATION DAMAGE. In the event the Franchisee fails to perform any of its obligations under this Franchise and a revocation of the Franchise is declared, then it is understood and agreed that the City will be damaged in an amount and to an extent not reasonably subject to calculation and shall be entitled to the sum of \$500 per Shelter and \$500 per Bench installed in the City at the time of revocation as liquidated damages and not as a penalty, which sum shall be in addition to any and all other damages which may be proved by the City.

SECTION 20. SECURITY DEPOSIT.

- A. Within 15 days of the effective date of this Franchise Agreement, as security for compliance with the Franchise Agreement terms and conditions, including restoration of Sidewalks and rights-of-way in which the Franchisee has projects to construct, maintain, operate, reconstruct, remove or relocate its Shelters or Benches, the Franchisee shall provide and maintain for the life of this Franchise Agreement security in the amount of \$100,000. The security deposit will be delivered to the Director in the form of either cash or check made payable to the City, an irrevocable pledge of certificate of deposit, an irrevocable letter of credit, or a performance bond, to remain in force for the term of this Franchise Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from the Franchisee's failure to perform.
- B. At any time the City draws upon such performance security, Franchisee will within 30 days of notice from the City replenish such performance security to the original minimal amount required by this Section.
- C. If bonds are issued to satisfy these security requirements, they will be in accordance with the following:
 - 1. All bonds will, in addition to all other costs, provide for payment of reasonable attorneys' fees.
 - 2. All bonds will be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision):

companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

3. Franchisee will require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.
4. All bonds prepared by a licensed nonresident agent must be countersigned by a resident agent per NRS 680A.300.
5. All bonds must guarantee the performance of all of Franchisee's obligations under this Franchise Agreement and all applicable laws.

SECTION 21. INSURANCE.

- A. Within 15 days after the effective date of this Franchise Agreement, the Franchisee shall furnish to the City certificates of insurance as specified in this Section. The certificates for each insurance policy will be signed by a person authorized by that insurer and licensed by the State of Nevada. The Franchisee shall pay all premiums and costs of insurance and maintain on file with the City current certificates of insurance evidencing the required coverages during the term of this Franchise Agreement.
- B. Each insurance company'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 Franchisee, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City, its elected and appointed officers, employees and volunteers must be expressly covered as additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this Franchise.
- C. The Franchisee's insurance shall be primary as respects the City, its elected and appointed officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its elected and appointed officers, employees and volunteers shall be excess over the insurance required of the Franchisee and shall not contribute with it.
- D. Each insurance policy supplied by the Franchisee must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to the City by certified mail, "return receipt requested." This notice requirement does not waive the insurance requirements contained herein.
- E. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed

\$10,000. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$2,000,000 per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Franchisee's insurer must notify the City of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

- F. The Franchisee shall obtain and maintain for the duration of the Franchise Agreement, or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms and conditions hereunder by the Franchisee, its agents, representatives, employees or subcontractors of any tier. The Franchisee shall obtain and maintain General Liability coverage on an "occurrence" basis only and not "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificate. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to City within ten days after the effective date of this Franchise Agreement. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Franchisee shall maintain limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.
- G. The Franchisee will obtain and maintain Workers' Compensation insurance for its employees in accordance with Nevada Revised Statutes, Chapters 616A, 616B, 616C, 616D and 617.
- H. If the Franchisee fails to maintain any of the insurance coverages required herein, then the City will have the option to declare the Franchisee in breach, and may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Franchisee will reimburse any moneys paid by the City to maintain such insurance or the City will have the right to deduct the amount paid from the Franchisee's security deposit.
- I. The insurance requirements specified herein do not relieve the Franchisee of its responsibility or limit the amount of its liability to the City or other persons, and the Franchisee is encouraged to purchase such additional insurance as it deems necessary.
- J. Franchisee is responsible for and must remedy all damage or loss to any property, including property of City, caused in whole or in part by the Franchisee, any subcontractor or anyone employed, directed or supervised by Franchisee.

The Franchisee is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its work.

SECTION 22. INDEMNIFICATION. The Franchisee shall at its own cost and expense indemnify, defend and hold the City, its elected and appointed officers and volunteers harmless from any and all claims, demands, actions, damages, judgments, attorneys' fees, expert witness and consultant fees, costs and expenses based upon, resulting from or arising out of the existence or installation or maintenance of any of the Franchisee's Shelters or Benches, or based upon, resulting from or arising out of the exercise by the Franchisee of any right, privilege, permission or authority granted in this Franchise or based upon, resulting from or arising out of any alleged act or omission of the Franchisee in performing or failing to perform any of its obligations under this Franchise. The City will furnish to the Franchisee all information in its possession relating to such claims, demands or actions and will cooperate with the Franchisee in the Franchisee's defense of such claims, demands or actions. The Franchisee is not required to indemnify or hold the City harmless from damages to the extent caused by, resulting from or arising out of the willful negligence of one or more elected or appointive officers, employees or volunteers of the City.

SECTION 23. TRANSFER & ASSIGNMENT.

- A. This Franchise and the rights, privileges, permission and authority granted herein are personal to the Franchisee and cannot be sold, transferred, leased, assigned or otherwise disposed of, in whole or in part, either by voluntary or involuntary proceedings, without the consent of the City Council upon such conditions as it may prescribe; provided, however, that no restriction on transfer specified in this Section shall be understood as preventing the Franchisee from conveying its properties to a trustee as security for bonded indebtedness in the normal course of the Franchisee's business.
- B. For the purpose of this Section, the terms, "sale," "transfer," "lease" or "assign" include the transfer of ownership, control, or the right of control of the Franchisee, either direct or indirect. The term "control" includes actual working control in whatever manner exercised, and the right of control shall include situations where the right is exercisable through intervening corporations, partnerships, or other legal entities. A transfer of control shall be conclusively deemed to occur whenever a majority of the voting control of the Franchisee is acquired by a person or persons in privity, other than a person who was in direct or indirect control of the Franchisee at the time the Franchise was awarded or whose acquisition of control has been previously approved. The term "transfer" or "assign" shall not include: (1) any mortgage, pledge, or encumbrance of the service area permits, or other assets of the Franchisee as security for moneys borrowed; (2) any mortgage, pledge, or other encumbrance of the stock of the Franchisee as security for moneys borrowed; or the transfer of ownership of the Franchisee, or assignment of the service area permit, to a parent, subsidiary of the Franchisee or subsidiary of the parent in which control ultimately resides.

- C. In cases where the consent of the City Council shall be required, such consent shall not unreasonably be withheld. However, the City Council specifically retains the right to require any purchaser, transferee, lessee or assignee to place on deposit with the City security for performance pursuant to Section 20 of this Franchise Agreement as a condition of obtaining these Franchise rights.
- D. Except as provided hereinabove, any attempt by the Franchisee to sell, transfer, lease, assign or otherwise dispose of its Shelters and Benches installed in the Sidewalks or other City property, or any right, privilege, permission or authority granted under this Franchise, whether effected by purchase or acquisition of control of the stock shares of the Franchisee or otherwise, without the consent of the City, shall be void. No such sale, transfer, lease, assignment or other disposition shall be effective after approval by the City unless and until the purchaser, transferee, lessee or assignee has filed with the City a duly executed and acknowledged written instrument agreeing to such sale, transfer, lease, assignment or other disposition and accepting without exception and agreeing to perform and abide by all the terms, conditions and provisions of this Franchise Agreement, and has obtained a business license from the Department and deposited security with the City as required herein.

SECTION 24. INCORPORATION OF NDOT COOPERATIVE AGREEMENT. The Cooperative Agreement is incorporated into and made a part of this Franchise. The Franchisee shall perform all acts necessary to enable the City to comply with the Cooperative Agreement. In the event of a conflict between the terms of the Cooperative Agreement and any other part of this Franchise, the Cooperative Agreement shall prevail.

SECTION 25. FEDERAL, STATE AND LOCAL LAWS. Franchisee will at all times comply with all applicable federal, state and local laws, rules and regulations, including all ordinances, rules or regulations adopted in the future by the City.

SECTION 26. CONSTRUCTION OF AGREEMENT. The terms and provisions of this Franchise Agreement will not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Franchise Agreement will be construed in accordance with the fair meaning of its terms.

SECTION 27. GIFTS OR CONTRIBUTIONS. No officer or employee of the Franchisee shall offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the City.

SECTION 28. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and

independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the parties and will thereafter be binding on the Franchisee and the City. If the terms of this Franchise Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to negotiate in good faith to amend this Franchise Agreement so as to restore the original intent of Franchisee and City and preserve the benefits bargained for by each party.

SECTION 29. FORCE MAJEURE. In the event that Franchisee's performance of any of the terms, conditions or obligations required by this Franchise Agreement is prevented by a cause or event beyond the control of the Franchisee, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof.

SECTION 30. NOTIFICATION. All notices shall be sent to the Franchisee and the City at the address indicated. The Franchisee shall notify the City of any change of address within ten working days of such occurrence. Failure to provide notification and any resulting delay in receipt of notice, shall not excuse the Franchisee from any obligation imposed by this Franchise Agreement, nor shall it serve as cause for reduction or removal of any fine or penalty imposed by the City.

CITY: City of Las Vegas
City Manager's Office
400 Stewart Avenue, 8th Floor
Las Vegas, NV 89101
(702) 229-6501

With Copy to: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101
(702) 229-6201

FRANCHISEE: Gary Young, President
Outdoor Promotions, Inc.
5724 S. College Avenue
Fort Collins, CO 80525
(970) 266-0979

SECTION 31. NO THIRD-PARTY BENEFICIARY. It is not intended by any of the provisions of this Franchise Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Franchise

Agreement. The duties, obligations, and responsibilities of the City with respect to third parties will remain as imposed by Nevada law.

SECTION 32. EFFECT OF COMPLIANCE INSPECTIONS. Any inspections or subsequent approvals undertaken by the City pursuant to this Franchise Agreement are undertaken solely to ensure compliance with this Franchise Agreement and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions of the City Code dealing with inspection or approval by the City do not expand the City's general law duties, nor does any inspection or approval by the City reduce or eliminate any liability of Franchisee.

SECTION 33. FRANCHISE HAS NO MONETARY VALUE. The acceptance of the Franchise granted herein will be deemed to be an arrangement on the part of Franchisee to place no monetary value upon the Franchise in the event that any property of Franchisee is obtained by the City through legal right of condemnation or by other legal means.

SECTION 34. BINDING EFFECT. All of the rights and obligations under this Franchise Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns.

SECTION 35. SECTION AND PARAGRAPH HEADINGS. The headings of the sections and paragraphs of this Franchise Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 36. SURVIVAL OF PROVISIONS. All provisions, conditions and requirements of this Franchise Agreement that may be reasonably construed to survive the termination or expiration of this Franchise Agreement will survive the termination or expiration of this Franchise Agreement, including, but not limited to, all of Franchisee's indemnification obligations under Section 22 of this Franchise Agreement.

SECTION 37. TIME OF THE ESSENCE. The parties agree that time is of the essence with regard to the performance of Franchisee's obligations under this Franchise Agreement.

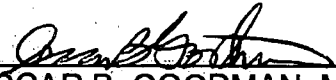
SECTION 38. CONTRIBUTIONS. No officer or employee of Franchisee will offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, unless permitted by law and given with the consent and approval of the City, except where given for the use and benefit of the City.

SECTION 39. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Franchisee warrants that it has disclosed on the form attached hereto as Exhibit A, all principals, including partners, of Franchisee, as

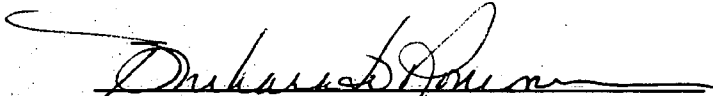
well as all persons and entities holding more than 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section will be satisfied. Throughout the term hereof, Franchisee will within ten (10) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings will also be sent to the City within ten (10) days of any such filing.

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

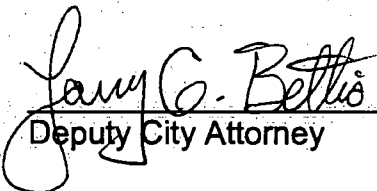
CITY OF LAS VEGAS, NEVADA,
a municipal corporation,

By 
OSCAR B. GOODMAN, Mayor

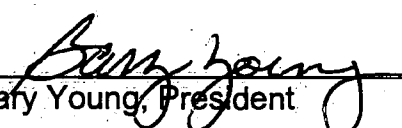
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1-27-04
Deputy City Attorney Date

OUTDOOR PROMOTIONS, INC.

By 
Gary Young, President

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other checks and Investments

Fiscal Impact

☐

No Impact

Amount: \$36,463,273.07

☒

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 02/01/04 - 02/15/04

Total Services and Materials Checks	\$ 10,077,965.89
Total Payroll Checks	\$ 5,395,957.44
Total Wire Transfers	\$ 20,989,349.74

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

City of Las Vegas

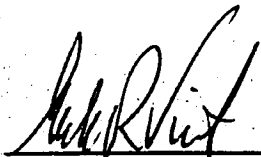
Summary of Cash Expenditures

For period of 2/1/04 - 2/15/04

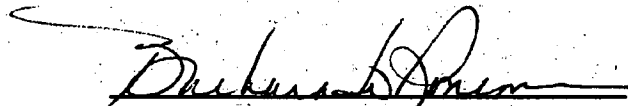
Total Services & Materials Checks :	\$10,077,965.89
Total Payroll Checks:	\$5,395,957.44
Total Wire Transfers:	\$20,989,349.74

Grand Total:	\$36,463,273.07

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 March 3, 2004, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Higco, Inc., Location: Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (Parking Lot), Date: March 17, 2004, Type: Special Event Beer/Wine, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The supper club license for this business was approved by the City Council on October 18, 2000. Gustav International Chartered has entered into an agreement to buy the existing non-operational tavern license of Gourmetwest of Nevada, LLC dba Applebee's Neighborhood Grill & Bar that was located at 4760 West Sahara Avenue, Suite 1-4, upon approval of the reclassification by the City Council. Once approved, Gustav International Chartered will place their supper club license in non-operational status and transfer that license to Gourmetwest of Nevada, LLC.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Reclassification From: Supper Club License, To: Tavern License, Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140, Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Reclassification From: Supper Club License, To: Tavern License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Rupinderjit S. Sangha, dba 7-Eleven Food Store #27228C, 2403 South Eastern Avenue, Rupinderjit S. Sangha, 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 confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

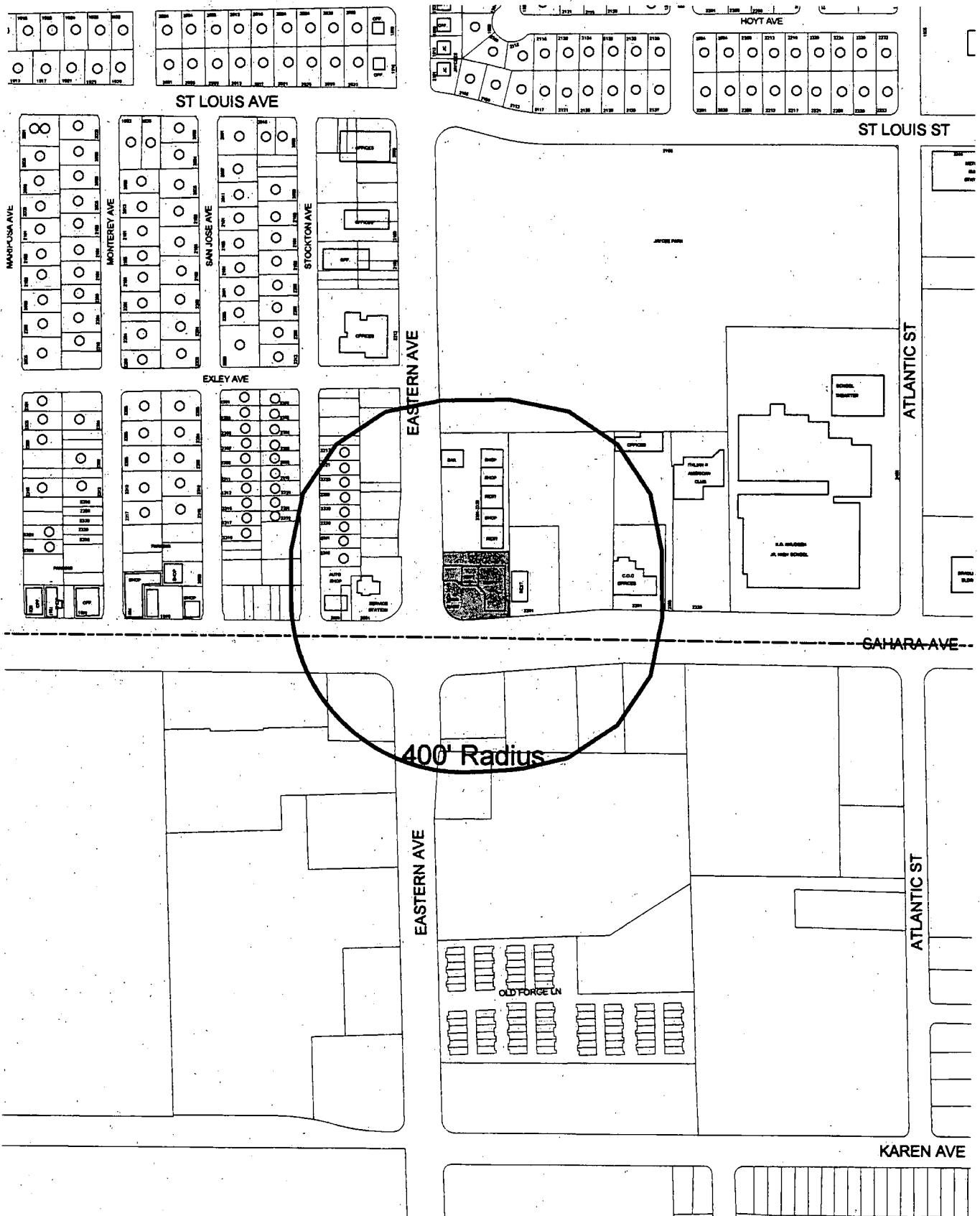
MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

7-Eleven Food Store #27228C



0 200 400 Feet

007



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Sahara Center, 2423 Las Vegas Boulevard, South - 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 16 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

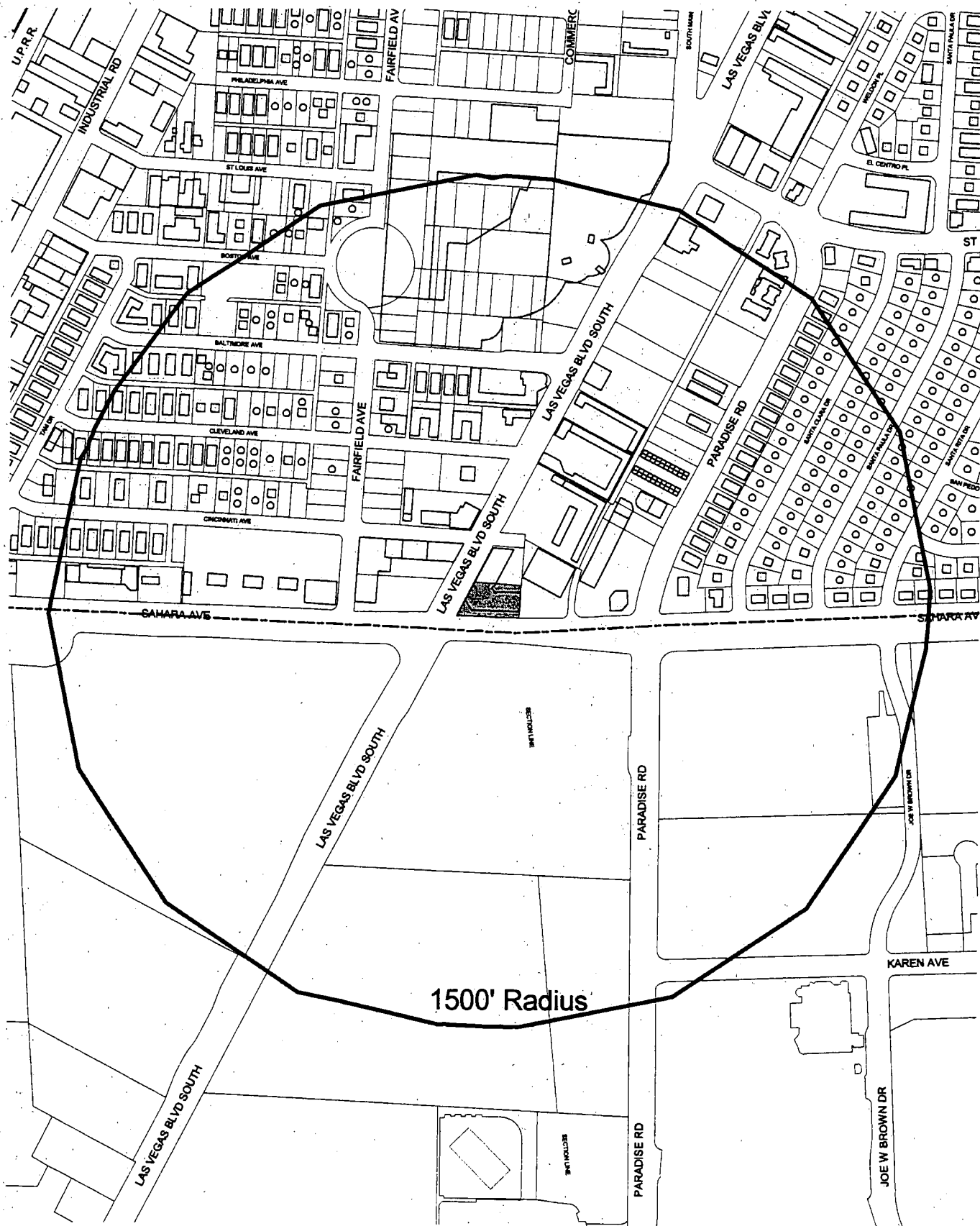
MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

United Coin db at Sahara Center



0 300 600 Feet

008



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Burglar Alarm Service License, American Home Security, Inc., dba American Home Security, Inc., From: 5087 Arville Street, #H, To: 4545 Spring Mountain Road, Suite 106, Ira R. Beer, Dir, Pres, CEO, Secy, Treas, 100% - County

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Psychic Art and Science License, Harry W. Kindness, III, dba Harry W. Kindness, III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that Item 2 involves bus shelters owned by Transit America Las Vegas, which leases advertising space to Lamar Central Outdoor Advertising; and SuperPawn shops, owned by his brother STEVEN MACK and with whom he has a consulting agreement, has an unrelated contract with Lamar Advertising for construction of an off-premise sign at a location in the County. Items 10 and 25 also involve locations near SuperPawn shops. Since his brother had not mentioned these matters to him and COUNCILMAN MACK did not believe his brother would be impacted, he indicated he would be voting on the aforementioned items.

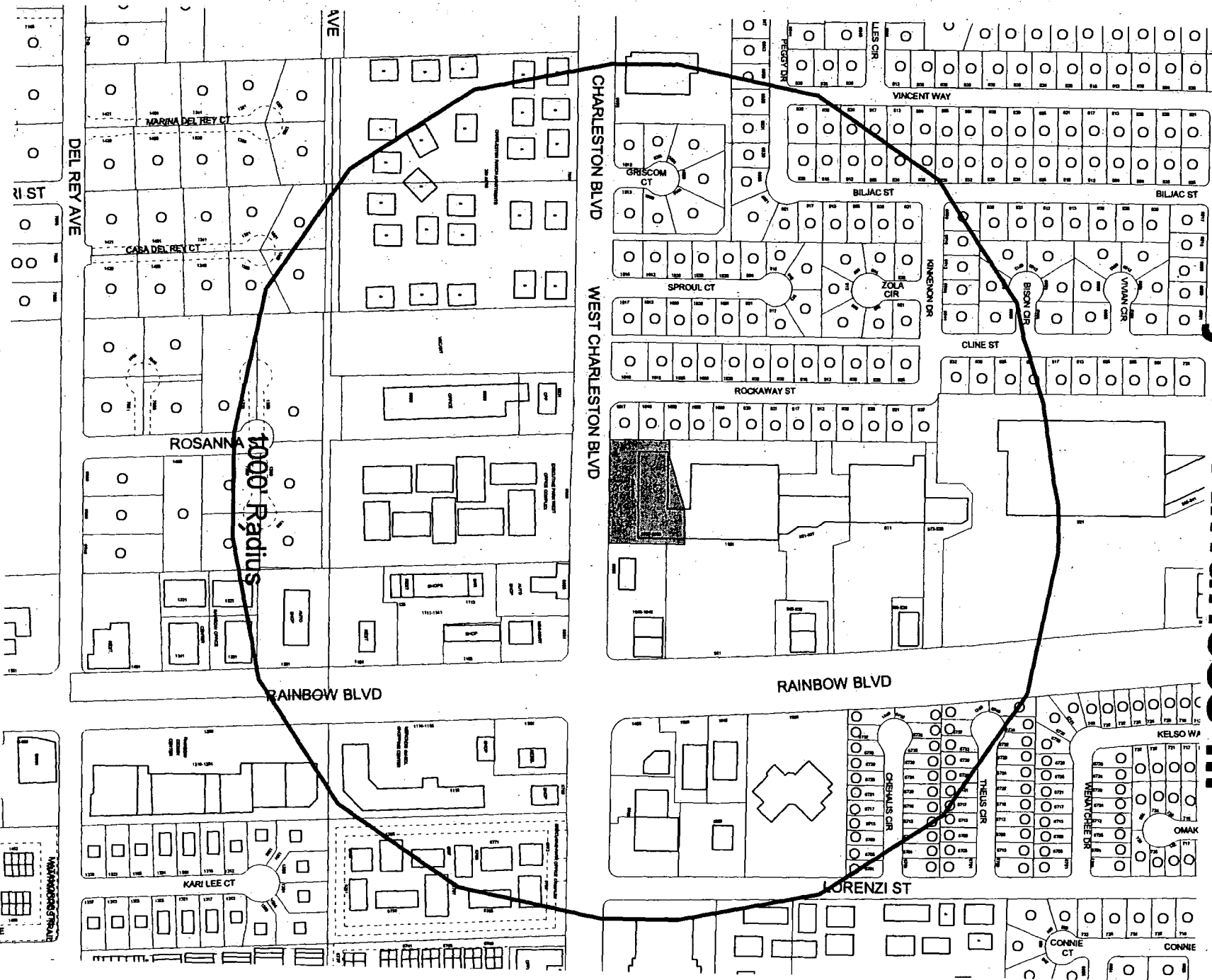
MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

Harry W. Kindness III



0 200 400 Feet

010



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Preapproval of award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (monetary range \$5,000,000 to \$7,000,000 - Sanitation Enterprise Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$7,000,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

The general scope of this project for the Bruce Street Diversion portion will consist primarily of installation of approximately 1,891 lineal feet of 21" diameter pipe from Bonanza Road to Harris Avenue. The Charleston Boulevard Sanitary Sewer Rehabilitation Phase II portion of the project will consist primarily of rehabilitation of 8,872 lineal feet of 36" to 51" diameter RCP sewer on Charleston between Sandhill and Nellis.

PCC: C. White

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve a construction conflicts and contingency reserve set by Finance and Business Services.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 04.1730.06-CW

DATE of CONTRACT March 17, 2004

NAME AND ADDRESS OF CONTRACTOR

Las Vegas Paving
4420 South Decatur Blvd
Las Vegas, NV 89103

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒
OF NEVADA

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of **Bruce St. Diversion-Charleston Blvd Sewer Rehabilitation Phase II** all in strict accordance terms, conditions, and specifications of **Formal Bid # 04.1730.06-CW**, and **Las Vegas Paving** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

FOUR MILLION SIX HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-SIX DOLLARS

\$4,667,276.00

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

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

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

Formal Bid # 04.1730.06-CW
Contract Drawings No. 307-V841
INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/03 THROUGH 9/30/04

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

1. Is familiar with requirements of the contract.
2. Has investigated the site and satisfied himself regarding the character of work and local conditions that may affect it or its performance.
3. Is satisfied that the work can be performed and completed as required in the contract.
4. Accepts all risks directly or indirectly connected with the performance of the contract.
5. Warrants that there has been no collusion between him and the other bidders on the contract.
6. He has not been influenced by any statement or promise other than those contained in the contract documents.
7. Is experienced and competent to perform the contract.
8. Verifies all personal statements in the proposal to be true.
9. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, its performance, or those persons employed therein.
10. Is familiar with tax and labor regulations and with rates of pay that will affect the work.

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN ONE HUNDRED FORTY (140) WORKING DAYS
AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of **one thousand five hundred dollars (\$1,500) per calendar day** for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that completion of the work is delayed.

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

Acknowledge all Addendums and Dates

Addendum #1 February 11, 2004

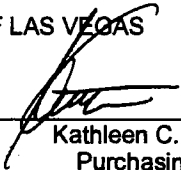
Addendum #2 March 3, 2004

Addendum #3 March 8, 2004

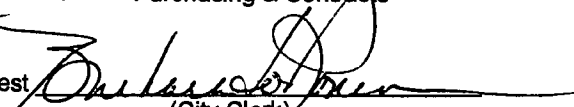
In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

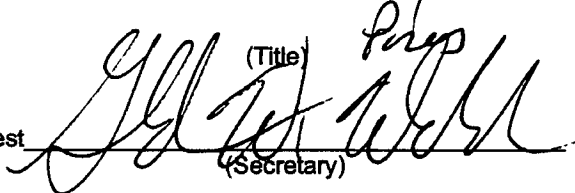
CONTRACTOR

By  4/12/04
Kathleen C. Rainey, Manager
Purchasing & Contracts

(Las Vegas Paving)

Attest 
(City Clerk)

By: Robert S. Zborain 3-26-04
Approved as to Form Date

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

INSTRUCTIONS

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

ISSUED IN DUPLICATE

PERFORMANCE BOND

BOND NUMBER 6232729
DATE EXECUTED 3/18/04

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No. 04.1730.06-01, for the project commonly known and entitled, to wit: LAS VEGAS PAVING CORPORATION (herein the "Contract").

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

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum \$4,667,276.00 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF this instrument has been executed this 18TH day of MARCH, 2004

SIGNED this 18TH day of MARCH, 2004

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

BROWN & BROWN INSURANCE OF NEVADA, INC.
(Resident Agent)

10244

(State of Nevada, License Number)

CAROLYN PINTHER 166011

(Appointed Agent Name)

By: Carolyn Pinther
(Signature)

Address: 2340 CORPORATE CIRCLE, 2ND FLOOR
HENDERSON, NV 89074

Telephone: 702-597-5110

CONTRACTOR: **LAS VEGAS PAVING CORPORATION**

Jay N. Smith, Pres
(Authorized Representative and Title)

By: [Signature]
(Signature to be notarized)

Surety: **SAFECO INSURANCE COMPANY OF AMERICA**

165561

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: Carolyn Pinther
(Signature to be notarized)

Address: 330 N. BRAND BLVD., STE. 1000
GLENDAL, CA 91203

Telephone: 818-956-4208

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ISSUED IN DUPLICATE

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER **6232729**
DATE EXECUTED **3/18/04**

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. **04.1730.06-CN** of the City for the project commonly known and entitled, to wit: **LAS VEGAS PAVING CORPORATION** (herein the "Contract").

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

KNOW ALL MEN BY THESE PRESENTS that we, the Contractor and Surety named below, are held and firmly bound unto the City in the penal sum *****\$4,667,276.00***** (\$) for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

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

Any modifications in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of the Contract or any extensions of the time granted thereunder shall no in any way release the Contractor or the Surety from the obligation of this bond, and notice of such modifications or extensions are hereby waived by the Surety.

IN WITNESS WHEREOF this instrument is executed this **18TH** day of **MARCH**, 20 **04**.

SIGNED this **18TH** day of **MARCH**, 20 **04**

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

BROWN & BROWN INSURANCE OF NEVADA, INC.
(Resident Agent)

10244

(State of Nevada, License Number)

CAROLYN PINTHER 166011

(Appointed Agent Name)

By: *Carolyn Pinter*
(Signature)

Address: **2340 CORPORATE CIRCLE, 2ND FLOOR**

HENDERSON, NV 89074

Telephone: **702-597-5110**

CONTRACTOR: **LAS VEGAS PAVING CORPORATION**

Jay N Smith
(Authorized Representative and Title)

By: *[Signature]*
(Signature to be notarized)

Surety: **SAFECO INSURANCE COMPANY OF AMERICA**

165561

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: *Carolyn Pinter*
(Signature to be notarized)

Address: **330 N. BRAND BLVD., STE. 1000**

GLENDALE, CA 91203

Telephone: **818-956-4208**

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

ISSUED IN DUPLICATE

GUARANTY BOND

BOND NUMBER 6232729
DATE EXECUTED 3/18/04

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. 04.1730.06-CW of the City for the project commonly known and entitled, to wit: LAS VEGAS PAVING CORPORATION (herein the "Contract").

WHEREAS this Bond is being issued to guarantee that the project has been constructed in accordance with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, hereby guarantee that the project commonly known and entitled, to-wit: BRUCE ST. DIVERSION - CHARLESTON BLVD SEWER REHABILITATION PHASE II has been completed and constructed in accordance with the Contract between the City and the Contractor, and that the work as constructed will fulfill the requirements of the guaranties included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, Nevada, without expense whatsoever to the City: ordinary wear and unusual abuse or neglect are exempted.

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

Date of Completion _____

SIGNED this 18TH day of MARCH, 2004

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

BROWN & BROWN INSURANCE OF NEVADA, INC.
(Resident Agent)

10244

(State of Nevada, License Number)

CAROLYN PINTHER 166011
(Appointed Agent Name)

By: Carolyn Pinter
(Signature)

Address: 2340 CORPORATE CIRCLE, 2ND FLOOR
HENDERSON, NV 89074

Telephone: 702-597-5110

Telephone: 702-597-5110
(Local Agent)

Telephone: 818-956-4208
(Bonding Company)

CONTRACTOR: LAS VEGAS PAVING CORPORATION

Jay Smith
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: SAFECO INSURANCE COMPANY OF AMERICA

165561
(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT
(Appointed Agent Name)

By: Carolyn Pinter
(Signature)

Address: 330 N. BRAND BLVD., STE. 1000

GLENDAL, CA 91203

Telephone: 818-956-4208

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

-State of NEVADA

County of CLARK

On March 18, 2004, before me, SHANNON K. WILLIAMS, Notary Public, personally appeared CAROLYN PINTHER, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Shannon K Williams
Notary Public





SAFECO

**POWER
OF ATTORNEY**

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10128

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****EDWIN CARLTON, III; WILLIAM B. WRIGHT; CAROLYN PINTHER; JAMES A. HARRIS; Henderson, Nevada*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 23rd day of January, 2003

Christine Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

Christine Mead, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of March, 2004



Christine Mead

CHRISTINE MEAD, SECRETARY

EXHIBIT B

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID E1
LASVE-0

DATE (MM/DD/YYYY)
03/17/04

PRODUCER Brown & Brown Ins of NV, Inc. 2340 Corporate Circle Henderson NV 89074 Phone: 702-597-5110 Fax: 702-597-0159		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LAS VEGAS PAVING CORP. 4420 So. Decatur Blvd. Las Vegas NV 89103-5803		INSURERS AFFORDING COVERAGE	NAIC # 16691
		INSURER A: St. Paul Fire & Marine A XV INSURER B: Great American Ins. Co. A XIII INSURER C: Safety National A VIII INSURER D: AM BEST RATING SHOWN IS AS OF DATE OF CERTIFICATE. INSURER E: CHANGES COULD OCCUR DURING THE POLICY PERIOD.	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ X, C, & U INCLUDED ☒ CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	KK08301957	08/01/03	08/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Ben 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Comp - \$5,000 ded ☒ Coll - \$5,000 ded	KK08301957	08/01/03	08/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10,000	TUU357900103	08/01/03	08/01/04	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SP7201NV- EXCESS WC SIR 375,000	08/01/03	08/01/04	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: LVPC Job No. 7577-Bid Number 04.1730.06-CW, Bruce St. Diversion -- Charleston Blvd. Sewer Rehabilitation Phase II PWP #CL-2004-155. The certificate holder is named as additional insured, but only with the respect to work performed for them by the named insured at the above-mentioned job. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER

City of Las Vegas Purchasing & Contracts First Floor City Hall Complex
 400 Stewart Avenue
 Las Vegas, NV 89101

CIT7577

CANCELLATION

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

**ADDITIONAL PROTECTED PERSONS ENDORSEMENT - CONTRACTORS
GENERAL LIABILITY - INCLUDING COMPLETED WORK**

The St Paul

This endorsement changes your Contractors
Commercial General Liability Protection.

How Coverage Is Changed

There are two changes which are described below.

1. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Additional protected person. The person or organization named below is an additional protected person as required by a contract or agreement entered into by you. But only for covered injury or damage arising out of:

- your work for that person or organization;
- your completed work for that person or organization if your contract or agreement requires such coverage;
- premises you own, rent, or lease from that person or organization; or
- your maintenance, operation, or use of equipment leased from that person or organization.

We explain what we mean by your work and your completed work in the Products and completed work total limit section.

If the additional protected person is an architect, engineer, or surveyor, we won't cover injury or damage arising out of the performance or failure to perform

architect, engineer, or surveyor professional services.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specification; and
- supervisory, inspection, or engineering services.

2. The following is added to the Other primary insurance section. This change broadens coverage.

We'll consider this insurance to be primary to and non-contributory with the insurance issued directly to additional protected persons listed below if:

- your contract specifically requires that we consider this insurance to be primary or primary and non-contributory; or
- you request before a loss that we consider this insurance to be primary or primary and non-contributory insurance.

Other Terms

All other terms of your policy remain the same.

Person Or Organization:

City of Las Vegas Purchasing & Contracts First Floor City Hall Complex 400 Stewart Avenue, Las Vegas, NV 89101. RE: LVPC Job No. 7577-Bid Number 04.1730.06-CW, Bruce St. Diversion -Charleston Blvd. Sewer Rehabilitation Phase II PWP #CL-2004-155.

Name of Insured
LAS VEGAS PAVING CORPORATION

Policy Number
KK08301957

Effective Date
Processing Date 8-1-03

Certificate

STATE OF NEVADA



INSURANCE DIVISION

Carson City, Nevada

CERTIFICATION NUMBER 272

This Certificate, with affixed seal, is the Certificate of Authority for LAS VEGAS PAVING CORPORATION to act as a self-insured employer for workers' compensation purposes.

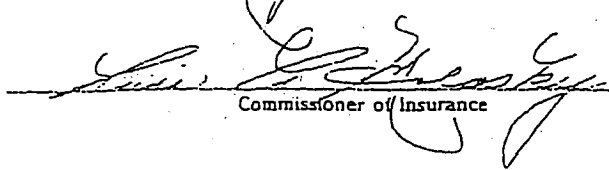
Pursuant to Nevada Revised Statutes 616B.300 and 616B.312, and the Nevada Administrative Code, LAS VEGAS PAVING CORPORATION has presented evidence they possess the financial and administrative resources to assume the responsibility for providing prompt payment of all compensation due under Chapters 616A, 616B, 616C, 616D and 617 of the Nevada Revised Statutes.

LAS VEGAS PAVING CORPORATION is hereby responsible for processing claims and paying benefits under Chapters 616A, 616B, 616C 616D and 617 of NRS for employees injured in industrial accidents or contracting occupational diseases occurring on or after 12:01 A.M. (Pacific Daylight Time), May 1, 1996.

*****THE ADDENDUM IS AN INTEGRAL PART OF THIS CERTIFICATE*****



Dated at Carson City, Nevada this 9th
day of May, 1996


Commissioner of Insurance

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of contract for RFP No. 040091-CW, Administration of Special Improvement District (SID) Financial Management Services - Finance and Business Services - Award recommended to: ASSESSMENT MANAGEMENT GROUP, INC. (Estimated 3-year total amount of \$2,017,000 - Various Special Revenue Funds) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$2,017,000

☒

Budget Funds Available

Dept./Division: Finance and Business Services

☐

Augmentation Required

Funding Source: Various Special Revenue Funds

PURPOSE/BACKGROUND:

This contract will provide SID financial management services including, but not limited to, providing assistance through bond issuance processes, supplying financial models, making presentations to rating agencies, insurance companies and underwriters, conducting foreclosure sales and providing information to customers and agencies. The estimated annual amount of \$605,000 will increase in conjunction with the number of districts and parcels created. The initial term of this contract will be through June 30, 2007 with three, one-year options to renew.

PCC: C. White

POC: Keith Davis - 796-1459

RECOMMENDATION:

That the City Council approve the award of contract for RFP No. 040091-CW to the Assessment Management Group, Inc. in the estimated amount of \$2,017,000 from date of award to June 30, 2007 with three, one-year renewal options. Authority to execute contract given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

ATTACHMENT 1

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Name	Assessment Management Group Inc
Address	6402 McClellan Suite 1 LV NV 89120
Telephone	702 796-1459
EIN or DUNS	88-0319890

Block 2 Description
SID Financial Management Services
RFP # 040091-CW

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

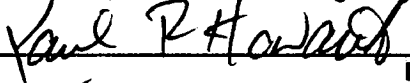
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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. Paul Howarth, Chairman	6402 McCleod LV 89120	702 796-1459	
2. Keith Davis, President	6402 McCleod LV 89120	702 796-1459	
3. Howarth Family Trust*	7 Lakeside Court Hnd 89014	702 375-6290	
4. Allen Gardner, V.P.	6402 McCleod LV 89120	702 796-1459	
5.			
6.			
7.			
8.			
9.			
10.	*Paul + Kim Howarth, Trustees		

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.



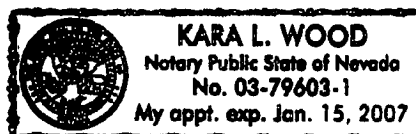
 Name
 January 26, 2004

 Date

Subscribed and sworn to before me this 26 day of

January, 2004
Kara L. Wood

 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for a remote controlled forklift - Department of Fire and Rescue - Award recommended to: JACKSON AND TULL CHARTERED ENGINEERS (\$376,400 - Fire Equipment Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$376,400

☐

Budget Funds Available

Dept./Division: Fire and Rescue

☒

Augmentation Required

Funding Source: Fire Equipment ISF

PURPOSE/BACKGROUND:

This request provides for the purchase of a remote controlled forklift in support of the Fire and Rescue Fire Investigations/Bomb Squad. This forklift will be used to remotely encounter, interrogate, move and render safe vehicle-borne explosive threats within this community. This request is 100% reimbursed from a Homeland Security Grant.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(a), items which may only be contracted from a sole source.

PCC: K. Falline

POC: Joe Foley - (240) 544-1144

CFN: 040233 KF

RECOMMENDATION:

That City Council approve the issuance of a purchase order for a remote controlled forklift to Jackson and Tull Chartered Engineers in the amount of \$376,400.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐

No Impact

Amount: \$200,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts for use by the Water Pollution Control Facility.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(d), equipment which, by reason of the training of the personnel or of any inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: T. Bowman

POC: Roger Meyer - (888) 886-8851

CFN: 040181-TJB

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Waukesha Engine Dresser, Inc. OEM parts to Stewart & Stevenson Power, Inc. in the estimated annual amount of \$200,000 from date of award through March 2, 2005, with annual renewals as long as the competitive exemption applies.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

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DISCUSSION

SUBJECT:

Approval of revision of purchase order 216458 for an annual requirements agreement for Kaba Lock Cores - Department of Detention and Enforcement - Award to: IDN ACME, INCORPORATED (\$60,000 - Various Funds)

Fiscal Impact

☐

No Impact

Amount: \$60,000

☒

Budget Funds Available

Dept./Division: Detention and Enforcement

☐

Augmentation Required

Funding Source: Various Funds

PURPOSE/BACKGROUND:

On March 1, 2003, a purchase order was issued in the amount of \$20,000 for an annual requirements agreement for Kaba Lock Cores to be used by Detention and Enforcement. Due to a citywide lock conversion project that is currently underway, an additional \$60,000 (for a revised annual total of \$80,000) is needed to complete the process.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(d).

PCC: G. Leaf

POC: Dennis Dryjanski - (602) 653-5322

CFN: 040234-GL

RECOMMENDATION:

That the City Council approve the revision to purchase order 216458 to IDN Acme, Incorporated for an annual requirements agreement for Kaba Lock Cores in the amount of \$60,000 for a revised estimated annual amount of \$80,000 from date of award through February 28, 2005 with three, one-year renewals.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

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DISCUSSION

SUBJECT:

Approval of award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs - Department of Planning and Development - Award recommended to: SIGNPRO (Estimated annual amount of \$75,000 - General Fund) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$75,000

☒

Budget Funds Available

Dept./Division: Planning and Development

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract for printing and posting of zone notification signs at specified locations within the City of Las Vegas.

PCC: A. Green

POC: Harriette Whitehouse - (702) 594-9985

RECOMMENDATION:

That the City Council approve the award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs to SignPro from date of award through February 28, 2005 with four (4) one-year options to renew in the estimated annual amount of \$75,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

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DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual hardware and software maintenance and support agreement for Stratus fitServer - Department of Fire and Rescue - Award Recommended to: TRITECH SOFTWARE SYSTEMS (Estimated annual amount of \$60,000 - Fire Communications Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$60,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Fire Communications ISF

PURPOSE/BACKGROUND:

This request provides for an annual hardware and software maintenance and support agreement in support of the Fire and Rescue Dispatch Center's main fire dispatch, data warehouse and report management functions.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), software for computers.

PCC: K. Falline

POC: Roxanne Lerner - (858) 799-7000

CFN: 040168 LW

RECOMMENDATION:

That City Council approve the issuance of a purchase order for annual maintenance and support for Stratus fitServer to Trittech Software Systems from date of award to October 31, 2004 with annual renewals as long as the competitive bidding exception applies in the estimated annual amount of \$60,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

☐

DISCUSSION

SUBJECT:

Approval of rescission of award and re-award of Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment - Department of Fire and Rescue - Award recommended to: DESERT SPECIALTY RIGGING SUPPLY (Estimated annual amount \$23,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$23,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

On February 20, 2002, City Council awarded Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment to Gary's Backpacking and Mountaineering. However, Gary's Backpacking and Mountaineering has gone out of business. This request is to rescind the award of Lot III to Gary's Backpacking and Mountaineering and award to Desert Specialty Rigging Supply.

PCC: K. Falline

POC: Patti Redd - (702) 798-5559

RECOMMENDATION:

That the City Council rescind the award of Lot III of Bid Number 020008-KF to Gary's Backpacking and Mountaineering and award to Desert Specialty Rigging Supply from date of award through January 31, 2005 with two (2) one-year renewal options in the estimated annual amount of \$23,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

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DISCUSSION

SUBJECT:

Approval of revision to purchase order 219364 for Community Emergency Response Team Backpacks - Department of Fire and Rescue - Award to: SAFETY IMAGES (\$8,625 - Multi-Purpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

Amount: \$8,625

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Multi-Purpose SRF

PURPOSE/BACKGROUND:

On December 1, 2003, a purchase order was issued for \$17,365 to purchase customized Community Emergency Response Team Backpacks. Due to additional grant funds becoming available, an additional 75 backpacks may now be purchased. This purchase is 100% reimbursed through a Community Emergency Response Team Grant.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(d).

PCC: K. Falline

POC: Jack Deaton - (800) 582-3456

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 219364 to Safety Images in the amount of \$8,625 for a revised total amount of \$25,990.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services - Various Departments - Award recommended to: @ROAD (Estimated annual amount of \$300,000 - Various Funds)

Fiscal Impact

☐

No Impact

Amount: \$300,000

☒

Budget Funds Available

Dept./Division: Various

☐

Augmentation Required

Funding Source: Various Funds

PURPOSE/BACKGROUND:

This request will provide for an annual requirements agreement for the installation and subscription services of a GPS Navigational System on 200 City vehicles.

This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(g), hardware and associated peripheral equipment and devices for computers and NRS 332.115.1(h), software for computers.

PCC: D. Rawski

POC: Rick Sawaya - (714) 281-3883

CFN: 040102-DAR

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services to @ROAD in the estimated annual amount of \$300,000 from date of award through February 28, 2005, with three (3) one-year renewal options.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

**PURCHASE ORDER TERMS AND CONDITIONS for
Annual Requirements Agreement for Mobile Resource Management
Equipment and Subscription Services**

The Purchase Order Terms and Conditions for Annual Requirements for the Mobile Resource Management Equipment and Subscription Services (the "Agreement") effective this 4th day of March 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 At Road, Inc. (hereinafter, "Company"), a Delaware corporation organized under the laws of State of Delaware with an office at 47200 Bayside Parkway, Fremont, CA 94538.

INTRODUCTION

The Company provides hardware and related services for mobile resource management. The solution described herein shall be called "MRM". The Company provides MRM by: (i) selling hardware to a customer; (ii) installing such hardware into the customer's vehicles; (iii) receiving and storing data transmitted by such hardware at the Company's data centers; and (v) granting an access license to the Company's website so that the customer may view and use such data. The City wishes to become a customer of the Company, and the Company wishes to supply City with MRM.

1.0 GENERAL

- 1.1 Description. The Company agrees to provide MRM and the City agrees to purchase MRM in accordance with the terms and conditions set forth herein for the period from Effective Date for twelve (12) months. MRM consists of the (1) parts and equipment set forth in Box 3 of Attachment A, "Products", which attachment is attached hereto and incorporated herein by reference into this Agreement and (2) services set forth in Box 4 of Attachment A, "Services", which attachment is attached hereto and incorporated herein by reference into this Agreement.
- 1.2 Term. The initial term of this Agreement is from Effective Date for twelve (12) months. The City may, thirty (30) days prior to term expiration, provide notice to Company to extend the Agreement term for an additional two (2) one-year options. For the purposes of this Section 1.2, the first renewal of the initial term shall be the "first renewal term" and a second renewal shall be the "second renewal term". The City is under no obligation to pay compensation nor is the Company obligated to continue providing products and services beyond the expiration of the Agreement term, unless mutually agreed to in writing per Section 23.0, "Modification Amendment".

2.0 SCOPE OF WORK

- 2.1 Shipment. The Company shall ship the Products to the City in accordance with the information set forth in the associated purchase order.
- 2.2 Installation. The Company or its assignees, agents and subcontractors will provide one-time Standard Installation (as defined below) of the Products free of charge. The parties shall each make commercially reasonable efforts to schedule and complete Standard Installation of the Products within sixty (60) days of the Effective Date, provided, however, that 22 iLMs (and their associated hardware components) shall be installed between July 1, 2004 and July 21, 2004.

Standard Installation includes installation of a purchased /LM & /DT in the kick panel, trunk (interior locations), over cab area in cowl, under the front seat or dash, or on the dash (/DT only). Standard Installation includes the installation of GPS and cellular antennae on the window, dash, rear window deck, roof or trunk lid. Standard Installation hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday, City's local time. For any installation that is requested by the City outside of the Standard Installation hours, City may be charged an incremental fee. City acknowledges that, in connection with the installation and maintenance of the Products, the Company or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, City's tractor-trailers or vehicles. The Company will not install the Products in such a fashion as to disturb or damage the vehicle's operating and mechanical systems. The Company will not be responsible for, and makes no assurances regarding, the restoration of City's tractor-trailers or vehicles to their unmodified or unaltered condition if the Products are removed from City's tractor-trailers or vehicles.

- 2.3 Title and Delivery. Risk of loss shall pass to City at the time the Products are installed and operable in the City's vehicles. Company shall not be liable for any delay in transportation of the products.
- 2.4 Acceptance. City shall have fifteen days after completion of satisfactory installation to inspect each Product shipped by Company to City. During such fifteen (15) day period, if City determines that any such Product fails to meet the specifications set forth in the Company's documentation for the Company Product, then City may reject such Product by notifying the Company in writing of such rejection. Any Product not rejected by the City within the fifteen (15) day acceptance period under this Section 2.4 shall be deemed accepted by the City.
- 2.5 Holidays. The City's vehicles will not be available for installation of Products on weekends or the following legal holidays: Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Nevada Admission Day, Veterans Day, Thanksgiving Day (and the immediately following Friday), Christmas Day and New Year's Day.
- 2.6 Services. The Company shall provide the Services set forth in Box 4 of Attachment A. Wireless airtime shall be included in the fees charged for GeoManager service. The specifications for the GeoManager service, Vehicle Grouping service, Messaging service and Status Switch service are set forth in the application Company user manual for each such service

3.0 PRICING

- 3.1 Firm prices. Prices paid the Company shall be in accordance with Attachment A. The pricing for Products and Services is set forth in Attachment A and shall remain firm from Effective Date for a period of twelve (12) months.
- 3.2 Installation discount. For any /LM purchased by City under this Agreement and installed in a City vehicle or tractor-trailer prior to June 30, 2004, the Company shall extend the unit price applicable to such /LM Product to \$410.00, of which installation is included per Section 2.2 "Installation". This discount shall be reflected in the invoice(s) from the Company to City relating to the /LM Product qualifying under this Section 3.2. This discount is good from Effective Date for twelve (12) months.

- 3.3 Price Revision. The Company may request a price revision not later than thirty (30) calendar days before the first anniversary of the Effective Date and each anniversary thereafter. A revision will be permitted only once a year (effective on each anniversary date), with the Award Date stipulated as the baseline for computation. Only recognized economic indicators will be used to consider an increase in pricing.

4.0 BILLING AND PAYMENT

The Company shall submit a detailed invoice to the The City in accordance with terms and conditions set forth below:

- 4.1 Payment. Billing for Products and billing for Services in connection with a unit of iLM[®] hardware shall commence on the earlier of (a) the date on which such unit of iLM hardware has been installed in City's vehicles or tractor-trailers or (b) sixty (60) days after the date of shipment of such unit of iLM hardware provided, however, that charges relating to the 22 iLMs (and their associated hardware components and Services) referenced in Attachment A shall not billed to the City until their installation in City's vehicles or tractor-trailers in accordance with Attachment A or July 21, 2004 whichever is earlier. Services shall be invoiced monthly. Terms of payment for the monthly Services are net thirty (30) days from date of invoice. Terms of payment for Products are net thirty (30) days from date of invoice.
- 4.2 The City shall provide the Company with a tax exempt certificate in compliance with Section 12.0 "Taxes".
- 4.3 Invoice Remittance. Invoice(s) shall be submitted to:

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

5.0 RESPONSIBILITY OF THE COMPANY

- 5.1 Independent Contractors. It is understood that in the performance of the services herein provided for, the Company shall be, and is, an independent contractor, and is not an agent or employee of the City and shall furnish such services in its own manner and method except as required by this Agreement. Further, the Company has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by the Company in the performance of the services hereunder. The Company shall be solely responsible for, and shall indemnify, defend and hold the City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulation of any nature whatsoever.
- 5.2 In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of the Agreement.

- 5.3 The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. The Company recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of color, gender, ethnicity, disability, national origin, age, or any other protected status, the City may declare the Company in breach of the Agreement and may terminate the Agreement per Section 18.2 "Termination for Default".
- 5.4 The Company acknowledges that the Company and any subcontractors, agents or employees employed by the Company shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement Systems benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits for or on behalf of the Company or any of its officers, employees or other agents.
- 5.5 The Company shall be responsible for the professional quality, technical accuracy within specifications, timely completion, and coordination of all services furnished by the Company, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing these specified services, the Company shall follow practices consistent with generally accepted professional and technical standards in the mobile resource management industry.
- 5.6 It shall be the duty of the Company to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. The Company will not produce a work product which violates or infringes on any copyright or patent rights. With prior written notice from the City the Company shall, without additional compensation, correct or revise any material without additional errors or omissions in its work products. Permitted or required approval by the City of any products or services furnished by the Company shall not in any way relieve the Company of responsibility for the professional and technical accuracy and adequacy of its work. The City's review, approval, acceptance, or payment for any of the Company's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Company shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the City caused by the Company's performance or failures to perform under this Agreement.
- 5.7 The Company shall provide technical and installation support services to City as set forth on Attachment B, which attachment is attached hereto and incorporated herein by reference into this Agreement.
- 5.8 The Company agrees that its officers, employees, agents and subcontractors will cooperate with the City in the performance of services under this Agreement and will be available for consultation with The City at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.9 The Company's employees shall not be employed by the State of Nevada, the City or any other political subdivision of the State of Nevada.
- 5.10 The rights and remedies of the City provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6.0 RESPONSIBILITY OF THE CITY

- 6.1 The services performed by the Company under this Agreement shall be subject to review for compliance with terms of this Agreement by the City's representative, Dody Bateson (702) 229-6737 or her designee. The City's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform the Company by written notice before the effective date of each such delegation.
- 6.2 The review comments of the City's representative may be reported in writing as needed to the Company. It is understood that the City's representatives review does not relieve the Company from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 6.3 The City shall, without charge, furnish to or make available for examination or use by the Company as it may request, any data which the City has available or can reasonably obtain, including as examples only and not as a limitation:
- Copies of reports, surveys, records and other pertinent documents.
 - Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
 - The Company shall return any original data provided by the City.
- 6.4 The City shall assist the Company in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- 6.5 The Company will not be responsible for accuracy of information of data supplied by the City or other sources to the extent such information or data would be relied upon by a reasonably prudent person. All information of data supplied by the City to be kept confidential and secure.

7.0 TRAINING

Web-based training services to be provided to City by the Company are set forth in Attachment C, which attachment is attached hereto and incorporated herein by reference into this Agreement.

8.0 MAINTENANCE AND UPGRADES

The Company shall provide to the City any Service maintenance repairs as required that are provided under Section 32.0 "Warranty", or Service upgrades performed by the Company without fee on behalf of the Company's customers.

9.0 SOFTWARE LICENSE

The Company hereby grants only to City a non-transferable, non-exclusive right and license to use any software provided pursuant to this Agreement or contained in or embedded in any of the Products (collectively, the "Software"), solely in conjunction with such Products, in object code form only. City may only transfer such Software together with, and as incorporated in, the Products with which it was originally delivered. City receives no title or ownership rights to such Software. Except for the license granted in this Section 1.4, all right, title and interest in the Software shall remain the exclusive property of the Company or its licensors. The Agreement does not give City any right to reproduce the Software or any related documentation, and City agrees that it shall not decompile, disassemble, compile or reverse engineer the Software or otherwise attempt to gain access to the Software source code. Subject to the terms and conditions of this Agreement and the payment of all fees required under this Agreement, the Company hereby grants only to City for each LM purchased by City and for term of the Agreement a limited, non-transferable, non-exclusive right and license to use the Services solely for City's own internal business purposes.

10.0 FORCE MAJEURE

All information gathered from City in connection with the use of the Products and the Services will be governed by the Company's Privacy Policy, as may be modified from time to time, located at www.road.com and which policy is incorporated herein by reference and made a part of the Agreement. The failure by either party to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of a party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of such party, including without limitation, failure of a CDPD or cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

11.0 LAW AND STATUTES

Company will comply with all federal, state and local laws and regulations relative to conducting business in the City of Las Vegas and the County of Clark, Nevada, including but not limited to, licensing, labor and health laws as well as all applicable Nevada Revised Statutes. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement.

12.0 TAXES

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-000k. Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work under this Agreement. Company herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

13.0 DISPUTES

In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.

14.0 PUBLIC RECORDS

All of the City's records are public records and are subject to inspection and copying by any person. Notwithstanding anything to the contrary herein, nothing contained in this Agreement, will be deemed to be confidential.

15.0 VENUE OF ACTION

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

16.0 INDEMNITY

- (a) In addition to the insurance requirements set forth in Section 29.0, "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 Agreement. The City, for its protection, may retain any money due and owing the Company under this Agreement. 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.

17.0 PATENT INDEMNITY

Company hereby indemnifies and shall defend and hold harmless City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement.

The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by City or its representative; provided that City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by City or its representatives.

18.0 TERMINATION

18.1 Termination for Convenience. The City shall have the right at any time to terminate further performance of this Agreement, 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 Section is for payment of the costs for the services requested by the City and actually performed by the Company.

18.2 Termination for Default.

- (a) The City may, by written notice of default to the Company, terminate this Agreement in whole or in part if the Company fails to:
 - (i) Deliver and Install the Product and provide subscription services within the time specified in this Agreement or any extension;
 - (ii) (ii) Make progress, so as to endanger performance of this Agreement;
or
 - (iii) Perform any of the other provisions of this Agreement.
- (b) The City's right to terminate this Agreement 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 failure, is provided pursuant to the Section 38.0, "Legal Notice" of this Agreement.
- (c) If the City terminates this Agreement 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 Agreement 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 and Force Majeure circumstances in Section 10.0 "Force Majeure".

The time of performance of the Company's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Agreement pursuant to the terms of Section 18.1, "Termination for Convenience".

- (e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit 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.

19.0 OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE

In no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

20.0 SEVERABILITY

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

21.0 RIGHT TO REVIEW AND AUDIT

- 21.1 The Company agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three (3) years after completion of this Agreement and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved.
- 21.2 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 Agreement upon notice 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.

21.3 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.

21.4 If, at any time during the term of this Agreement, or at any time after the expiration or termination of the Agreement, 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.

22.0 WAIVER

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

23.0 MODIFICATION/AMENDMENT

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

24.0 SECTION AND SECTION HEADINGS

The section and Section headings appearing in this Agreement 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 Sections to which they pertain.

25.0 INTEGRATION

This Agreement 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 Agreement.

26.0 DESIGNATED CONTACTS

The City's designated representative is Dody Bateson, phone number (702) 229-6737, email address: dbateson@lasvegasnevada.gov. The City's Purchasing contact is David Rawski, Senior Buyer, phone number (702) 229-1160, email address: drawski@lasvegasnevada.gov.

27.0 NEW EQUIPMENT

The products installed must be new. New product is defined as Products that is made up of all unused genuine original parts. Products shall not have been operated for any purpose other than routine operational testing. Demonstrator nor reconditioned equipment meets this definition and is not acceptable.

28.0 FISCAL FUNDING OUT

The City reasonably believes that funds can be obtained to make all payments during the term of this Agreement. If the City does not allocate funds for this purpose, this Agreement shall be terminated when appropriated funds expire. The City shall promptly provide the Company notice of termination of this Agreement pursuant to this Section 18.0.

29.0 INSURANCE

29.1 Minimum Coverage. During the term of this Agreement and for any period that the Company's Service is made available to the City, the Company agrees to maintain, at its own expense, insurance in at least the following amounts (or such reasonable higher amounts upon which the parties may hereafter agree) to insure against both the Company's and City's risk of loss in connection with the services described in this Agreement: (i) commercial general liability insurance, including coverage for contractual liability, fire and casualty, business interruption, and complete operations, in the amount of \$5 million per occurrence with at least \$2.5 million personal injury coverage; and (ii) errors and omissions liability insurance covering the acts, errors, omissions and infringement of Company in the amount of at least \$1 million per occurrence with an annual aggregate of \$5 million.

29.2 Insurance Certificates. The Company shall provide the City with certificates of insurance or other adequate proof of the foregoing insurance to City within ten (10) days after the Effective Date of this Agreement. The commercial general liability insurance policy shall name City and its affiliate companies as additional insureds with respect to the City Service. The Company shall maintain coverage for the duration of this Agreement. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met.

All insurance policies required hereunder shall contain a provision stating the name and address of City and that City is to be notified in writing by the insurer at least thirty (30) days prior to cancellation of, or a material change in, any policy issued by such insurer. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance. All the 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.

29.3 Insurance Rating. All policies required hereunder shall be maintained with insurers that maintain a rating of [B++] or higher from A.M. Best.

29.4 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.

29.5 Installation Floater. Company shall provide an installation floater insuring property of the City including equipment that the contractor has agreed to install. The insured amount must equal the full replacement value of such property. Proof of insurance must be provided on Accord Form 27, "Evidence of Property Insurance".

30.0 SUBCONTRACTS

City acknowledges that the Company may use subcontractors to fulfill certain of the Company's obligations under this Agreement. The Company's use of subcontractors shall not in any way relieve the Company of its responsibilities under this Agreement. The Company shall be and remain liable for all damages to City caused by negligent performance or negligent non-performance of work under this Agreement by the Company's subcontractors

31.0 WARRANTY

31.1 Limited Warranties. The Company hereby warrants for a period of twelve (12) months from the date of the installation of the Product (the "Warranty Period"), that each of the Products ("Hardware") furnished under the Agreement: (i) will be free from defects in materials and workmanship, and (ii) will substantially conform to the specifications for such Hardware. Hardware providing or incorporating any data security or encryption functionality or secure data transport architecture is provided on an "as is" basis without warranty of any kind.

31.2 Warranty Procedures. City will, within the Warranty Period, notify the Company in writing, by facsimile, by email or by submitting a support request via the Company's website, of the Hardware containing defects covered by the limited warranties provided in Section 33.1 above, and will request a Returned Material Authorization ("RMA") number. Provided that the defects complained of pertain to Hardware, the Company will (i) provide an RMA number in writing or by facsimile to City promptly following receipt of the request or (ii) arrange with City for the Company-authorized installation agent to inspect the Hardware at City's location. The Company-authorized installation agent may issue an RMA number after its inspection. Promptly following its receipt of an RMA number, Installer shall replace defective Hardware with new Hardware. Installer shall ship at the Company's expense, the Hardware in its original shipping containers or in containers that provide equivalent protection, and shall display the RMA number(s) on the outside of the container(s). The Company reserves the right to refuse to accept any rejected Hardware that does not bear an RMA number on the outside of the container.

The warranty period for replacement hardware shall be prorated for the remaining warranty period of the originally installed hardware.

31.3 No Other Warranty. Except as expressly set forth in Section 32.1 above, Company makes and City receives no representations or warranties, express, implied, statutory or otherwise, with respect to the hardware or any services provided hereunder, and Company specifically disclaims all other warranties and representations, including without limitation any warranties arising from a course of dealing or usage of trade. The Company does not warrant that use of the hardware will be error-free or uninterrupted. Nothing herein shall be construed as providing or intending to provide the Company warranty to City set forth above to any customers or constituents of City.

32.0 ACKNOWLEDGEMENTS

City acknowledges that (i) as with any maps or driving directions, City should always recheck directions and driving conditions for accuracy and confirm that the road still exists, be aware of construction and other hazards and following all safety precautions and law; (ii) the Products and the Services are to be used only as an aid in planning; (iii) data collected by the Products while out of coverage or without calling connectivity may not be stored and retrieved by City when within coverage or calling connectivity is restored; (iv) data collected by the Products are not provided in real time and delays in receipt of data are normal; (v) Product antennae should have an unobstructed view of the sky; (vi) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (vii) Products will go into a "sleep" mode after approximately sixteen hours of non-use and Products in Sleep mode will not operate until the vehicle in which the Products are installed is subsequently started and moved at more than five (5) miles per hour; (viii) although portions of the Company Products (including the Company service) are encrypted, the Company Products (including the Services) are capable of being intercepted without knowledge of or permission from the Company by third parties; (ix) the Company is not responsible for the terms, conditions or obligations arising from agreements between City and any cellular network or airtime provider in connection with the Products or the Services, if any; (x) City may not be able to cancel agreements, if any, between City and its cellular network or airtime provider upon commercially reasonable terms or at all (xi) the Company assumes no responsibility for improper storage of data or information or delivery of messages; and (xii) City assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the Company's website, even if City has paid for or otherwise been provided virus protection services from the Company.

33.0 COVERAGE AND DATA TRANSMISSION

The Products and the Company service are dependent on the availability and coverage of cellular networks and the availability of positioning systems and the internet, which are owned and operated by third parties. Cellular coverage areas are approximate and do not cover significant portions of the United States. The obligation of the Company to provide the Company service is conditioned upon the availability of the cellular network and positioning system with which the Products purchased hereunder are designed to operate. City acknowledges that cellular networks and coverage areas may be interrupted, terminated or restricted or the quality of the transmission may be diminished at any time.

Actual coverage and operation of the Products depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, City's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond the Company's reasonable control. The Company will not be responsible for the unavailability or termination of cellular networks, cellular coverage, positioning systems or the internet, or performance degradation of or limits in cellular coverage or positioning systems for any reason or due to any condition.

34.0 HIGH RISK ACTIVITIES

The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). The Company specifically disclaims any express or implied warranty of fitness for such High Risk Activities.

35.0 TECHNICAL DATA

City shall not without the Company's prior written consent use, duplicate, or disclose any technical data, or any information on the construction of the Products delivered or disclosed by the Company to City for any purposes other than for the installation, operation or maintenance of the Products.

37.0 LEGAL NOTICE

37.1 All notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement 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
Purchasing and Agreements Division Manager
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: Attn: Vice President, Customer Satisfaction
At Road, Inc.
47200 Bayside Parkway
Fremont, CA 94538
Fax: 510-445-0785

With a copy to: Attn: Agreements Administrator, Legal Department
At Road, Inc.
47200 Bayside Parkway
Fremont, CA 94538
Fax: 510-445-0785

37.2 The parties shall provide written notification of any change in the information stated above.

37.3 An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

37.4 For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

37.5 Routine correspondence should be directed to David Rawski, Senior Buyer or the Company Representative, as appropriate.

This Purchase Order Terms and Conditions for Annual Requirements Agreement for the Company Mobile Resource Management Equipment and Subscription Services is executed as of the date last set forth below.

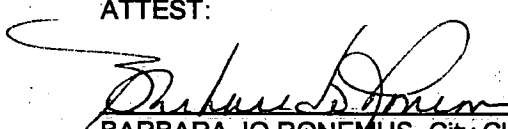
CITY OF LAS VEGAS


KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

3/4/04

"City"

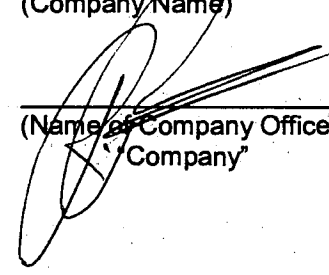
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Rdmt S. S. S. 2-23-04

At Risk, Inc.
(Company Name)


(Name of Company Officer)
Company

ATTACHMENT "A"

Pricing

Attachment A

Customer #:

Agreement #:

CUSTOMER INFORMATION

1

Name (Full Legal Name): City of Las Vegas		☒ Public Entity		
Address: 400 Stewart Avenue	City: Las Vegas	State: NV	County: Clark	Zip Code: 89101
Contact Name: Dody Bateson	Business Phone: 702-229-6737	Email: dbateson@lasvegasnevada.gov		
Mailing Address (if different from Company Address):	City:	State:	County:	Zip Code:
Billing Contact (Attn): David Rawski	Business Phone: 702-229-1160	Email: drawski@lasvegasnevada.gov		

2

CREDIT INFORMATION		Deposit Amount: \$	☐ P.O. #: _____	
Federal Tax ID#:	SIC Code:	Type of Business:	Year Business Established:	
Bank Name:	Account ID#:	Contact:	Phone Number:	
Reference Name:		Contact:	Phone Number:	
Principal Officer Name:	SSN:	Type of Vehicles:	Total # of Vehicles:	

3

		☒ Purchase		
Quantity	Part Number	Description	Unit Price	Extended Price
200		Internet Location Manager Model #2730	\$410.00	\$82,000.00
200		Antennae: ☒ OPTION D	\$0	0
170		Internet Data Terminal Model #2500	\$215.00	\$36,550.00
27		Switch Status – Power Sensor Kit	\$125.00	\$3,375.00
2		Web-based Training Sessions (specifications set forth in Attachment D)	\$0	0

4

SERVICE PLANS		Term: ☒ 1-Year			Parts & Equipment TOTAL	\$121,925.00
Quantity	Service Plan	Description	Monthly Rate	Total Monthly Charge	Total tax on all hardware	\$
200		GeoManager Service-15 minute updates	\$44.95	\$8,990.00		
200		Vehicle Grouping	\$2.00	\$400.00	TOTAL	\$
170		Messaging Service	\$6.00	\$1,020.00		
27		Switch Status Service	\$7.00	\$189.00	LESS Down payment	\$ ()

SHIPPING INFORMATION

Release Schedule:

Contact Name:

Ship To Address (if different from Company Address):

City:

State:

Zip
Code:

Business Phone:

Business Fax:

Please allow at least 15 days for receipt
of product.

TOTAL
MONTHLY

\$10,599.00

(Plus Applicable Taxes)

BALANCE
DUE

\$

(Plus Applicable Taxes)

INSTALLATION INFORMATION

Customer Contact (on site):

Phone:

Type of Installation:

☒ Standard (Mon-Fri / 8-5) ☐ Non-Standard (after-hours/weekend/holiday)

Installer:

☐ Agent ☐ Sub-Agreementor ☐ Carrier ☐ Other _____

City shall make vehicles available Mon.-Fri. 8:00 a.m. – 5:00
p.m., or non-standard installation charge may apply.

You agree to all the terms & conditions herein and the Terms and Conditions for GeoManagersSM Service. Also by signing you acknowledge that the customer named above will be responsible for payment of all charges under this Agreement, you are duly authorized to financially commit the customer named above, and hereby authorize your bank and other references to release credit information.

ATTACHMENT "B"

Customer Support Information

1. Company Customer Support called CSAT operations:
 - a. Hours: Contact between the hours of 5am to 5pm (PST).
 - b. E-mail support: support@road-inc.com
 - c. Phone contact: 1-877-4ATROAD or 1-877-428-7623
2. Escalation Support: If a problem remains unresolved after working with both phone and/or e-mail contacts at the Company, The City may contact:
Gordon Woo, CSAT operations at 1-510-870-1168.

ATTACHMENT "C"

Specifications for Web-based Training Sessions

In addition, the Company provides a variety of training classes to its customers from time to time.

The City may contact the Company's Training department (telephone: 1-877-4ATROAD X1256 or 1-877-428-7623 extension 1245) or training@road-inc.com for a list of the currently-available classes and the fees therefore.

1. Training Starter Kit includes:

Live web training of the GeoManager Application

- Learn to use Maps
- Learn to use Vehicle Status and Ping Vehicles
- Learn to use Reports
- Learn to use Maintenance Features

Live web training for Administrating the GeoManager Application

- Learn to customize the GeoManager with City's fleet data

2. The Training Starter session is approximately one (1) hour in length.

3. The date and times for the Training sessions will be as mutually agreed by the parties. The number of attendees shall be limited to the number of employees who can view the computer screen at one time. The materials will be provided to the City without fee; however, the internet connections and any costs thereof shall be provided by City.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to contract with Medical Management Specialists, LLC for large case management and utilization review (\$66,000 - Self-insurance Internal Service Fund)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Amount: \$66,000

Dept./Division: Human Resources - Insurance

Funding Source: Self-insurance Internal Service Fund

PURPOSE/BACKGROUND:

In January 2000, the City Council approved a self-funded medical insurance program that has been extremely successful since its institution, with documented savings to the program of over \$1,125,000 in its 4 years of operation. D&D Consultants, a Joint Venture between Medical Management Specialists, LLC & Medical Management Consultant, LLC currently provides large case management & utilization review services. With the addition of a consumer driven health plan, the duties & responsibilities are substantially reduced. The contractual change will result in a cost savings of \$60,000 annually.

RECOMMENDATION:

Approval to contract with Medical Management Specialists, LLC.

BACKUP DOCUMENTATION:

Medical Management Specialists, LLC letter dated February 17, 2004

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

CONTRACT
Large Case Management and Utilization Review Services

THIS CONTRACT is being entered into this 1st day of April 2004, 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 Medical Management Specialists, LLC, (hereinafter, "Company"), having its principal office at P O Box 27318, Las Vegas, Nevada 89126.

SECTION A – Contract Form

The subject matter of this Contract is the performance of Large Case Management and Utilization Review Services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "City" means the City of Las Vegas.
- (b) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (c) "Company Representatives" means the individuals authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (d) "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (e) "Deliverable" means any report, drawings, documentation, specifications, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (f) "Large Case Management" means management of those claims exceeding, or anticipated to exceed, twenty five thousand dollars (\$25,000), or where there has been a diagnosis of catastrophic or terminal illness.
- (g) "Performance Period" means the contracted date(s) of performance.
- (h) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- (i) "Utilization Review" means the system of evaluating the necessity, appropriateness, and course of health care provided at various stages in its delivery. The Utilization Review (UR) process analyzes the health history and current condition of a patient and then determines whether the care prescribed is correct, justifiable and optimal.

B-2 Contract Type

This Contract provides for the payment of a fixed monthly amount for service.

B-3 Prices/Costs

The City will pay the Company the following for performance of services in accordance with this contract:

Item No.	Description of Service	Performance Period	Monthly Amount
1	Large Case Management	April 1, 2004 – March 31, 2005	\$5,500.00
2	Large Case Management	April 1, 2005 – March 31, 2006	\$5,750.00
3	Large Case Management	April 1, 2006 – March 31, 2007	\$6,000.00

B-4 Performance Period

- (a) This Contract shall commence on April 1, 2004 and expire upon completion of services on March 31, 2005.
- (b) The Company shall invoice beginning April 1, 2004 on a monthly basis.
- (c) The City will have the option of extending the performance of this Contract for up to two (2) one-year periods at the prices listed above in Paragraph B-3 "Prices/Costs." Exercise of a one-year option period does not commit the City to exercise further options. In exercising an option, the City will provide thirty (30) days written notice to the Company prior to the expiration of any then current contract term.

B-5 Invoices

- (a) The Company shall submit a monthly invoice to the City for the previous month's charges for services rendered. The invoice should identify the performance dates covered, the Contract services against which charges are made, the date of the invoice, and should reference the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made within thirty (30) calendar days. The Company shall submit an original invoice to:

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

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

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide all personnel and supervision required to perform the services set forth in this Section C - "Statement of Work."

C-2 Place of Performance

The City will provide office space, office equipment (e.g. telephone, computer, fax, etc.), and office supplies (e.g. pens, paper, notebooks, etc.) to the Company as so required to perform the services set forth in this Section C- "Statement of Work."

C-3 Large Case Services

(a) The Company shall Assist in the identification of appropriate cases for Large Case Management, working in conjunction with City of Las Vegas staff and the Third Party Administrator staff. For those cases identified by the City, or by its Third Party Administrators, as either Large Cases, or cases in need of special medical management, the Company shall perform the following services:

- (i) Facilitate recommended treatment plans so that appropriate medical care is provided to the patient;
- (ii) Assess alternative medical services for appropriateness and cost-effectiveness, based on established medical standards;
- (iii) Encourage patients to follow the medical care prescribed by their treating medical providers and provide one to one contact with the patient – the frequency of contact to be based on the diagnosis and the current case status;
- (iv) Focus medical plans towards timely and cost-effective recovery;
- (v) Negotiate with providers for reductions in fees, investigating the most cost effective provider of services and arranging for such treatment to take place;
- (vi) Coordinate and lead monthly Disability Management Team meetings;
- (vii) Provide monthly activity reports that cumulatively track the individual patient's progress and prognosis, in a format determined by the City of Las Vegas;
- (viii) Provide quarterly activity reports that list the cases reviewed and managed during the quarter, including information on cost savings, projections of future costs and estimates of future case management needs and;
- (ix) Keep monthly and quarterly reports on disk, in a readily available software application (MSWord, Excel, etc.). The Company shall maintain the currency of, and provide these disks to the City should this Contract terminate.

(b) The Company shall ensure that all Large Case services are provided by a Nevada State licensed registered nurse, or team of nurses.

C-3 Utilization Review Services

(a) For all employees and their dependents covered under the City Health Insurance Plan, the Company shall provide limited Utilization Review services including authorization for the following:

- (i) Inpatient hospitalization;
- (ii) Outpatient procedures;
- (iii) Use of an assistant surgeon for any surgical procedure;
- (iv) Occupational, speech or physical therapy;
- (v) Sleep studies;
- (vi) Inpatient rehabilitation care;
- (vii) Home health care;
- (viii) Hospice care and;
- (ix) Durable medical equipment with covered charges in excess of \$1,000.

- (b) The Company shall ensure the correct, justifiable, optimal, and cost efficient health care treatment provided at all various stages of delivery.

SECTION D – Special Clauses

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

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

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

FOR THE COMPANY: Debra Caszatt,
Medical Management Specialists, LLC
P O. Box 27318
Las Vegas, NV 89126

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

D-2 Order of Precedence

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

D-2 Licenses/Registrations

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

D-3 Project Manager/Company Representatives

- (a) The City designates Vicki Robinson as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.
- (b) The Company designates Debra Caszatt as the Company Representatives for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representatives have full authority to act for the Company on all matters arising under or relating to this Contract.

D-4 Warranty – Services

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

D-5 Deliverables

- (a) Deliverables shall be in hard copy and electronic form. Electronic documents shall be MS Word 2000™ and MS Excel 2000™ formats.
- (b) The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Company during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion or termination of this Contract, whichever occurs first.
- (c) The Deliverables prepared by the Company shall be reviewed and approved by the City as to compliance with the requirements of this Contract. The City's approval of a Deliverable shall not be unreasonably withheld.

D-6 Payment - Services

- (a) For Contract payment purposes, the Company's Mailing Address shall be as follows:

Medical Management Specialists, LLC
P O. Box 27318
Las Vegas, NV 89126

- (b) All payments made by the City under the terms of this contract shall be made Payable to the Order Of "Medical Management Specialists, LLC."

SECTION E – General Clauses

E-1 Disputes

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, regardless of which party is asserting the claim or dispute, arbitration may be used to resolve the claim or dispute. Arbitration shall be final and binding on the parties.
- (b) In the event that arbitration is originated by the City or Company 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 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

The City or Company 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, or Company to the City, specifying the extent and effective date of the termination. The City will give the Company a minimum of thirty (30) days notice of Termination for Convenience. The Company shall give the City a minimum of sixty (60) days notice of Termination for Convenience. 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 Companies (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the

performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. The City for its protection may retain any money due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

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

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

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

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

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

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

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

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

- (a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.
- (b) The Company agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and

books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's representative(s) costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

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

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

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

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

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

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by

court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

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

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

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

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

The City reserves the right to reduce 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.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this Contract:

Identifier	Title	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	Sept. 2001	2

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

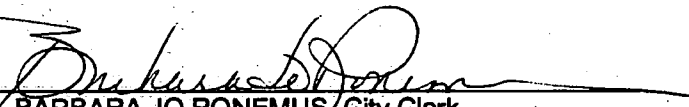
CITY OF LAS VEGAS


KATHLEEN C. RAINEY, Manager
PURCHASING AND CONTRACTS

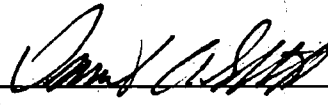
4/2/04

"City"

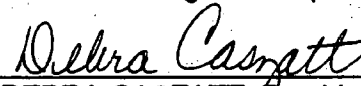
ATTEST


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

 4/23/04
Date

Medical Management Specialists, LLC


DEBRA CASZATT, President
MEDICAL MANAGEMENT SPECIALISTS, LLC

MEDICAL MANAGEMENT SPECIALISTS, LLC

PO BOX 27318
LAS VEGAS, NV 89126

(702) 878-6714 FAX: (702) 878-4088

February 17, 2004

Victoria Robinson, MBA, SPHR
Manager Insurance Services
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

RE: Agreement for Large Case Management and Utilization Review Services

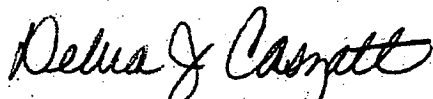
Dear Ms. Robinson,

This letter is to confirm our conversation of February 13, 2004 concerning Large Case Management (LCM) and Utilization Review (UR) Services for the City of Las Vegas.

I agree to provide LCM and UR services for the City of Las Vegas as outlined in the City's Request for Proposal dated July 2, 2002. I will provide these services at a cost of \$66,000.00 annually, divided into twelve equal payments of \$5,500.00.

I appreciate the opportunity to assist the employees of the City of Las Vegas and look forward to our continued working relationship.

Sincerely,



Debra J. Caszatt, RN, CCM, COHN
Medical Management Specialists

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$560,000

☐

Budget Funds Available

Dept./Division: City Manager

☒

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

Subsequent to the ratification of the Collective Bargaining Agreement with the LVPPA on November 19, 2003, a dispute arose over the interpretation and implementation of the retroactive adjustment of the Article 17 (Wages). The incremental increase in cost of moving all individuals two steps is \$560,000 over the four year contract, including \$396,000 that would require augmentation to the FY04 budget for current and retroactive adjustments.

RECOMMENDATION:

Approve settlement contract language and payment of wage adjustments.

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – ABEYANCE to 3/17/2004 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor

DOUG SELBY, City Manager

MIKE SHELDON, Director, Detention and Enforcement

GARY REESE, Councilman

CLAUDETTE ENUS, Director, Human Resources

MICHAEL MACK, Councilman

LARRY BROWN, Councilman

LAWRENCE WEEKLY, Councilman

MORGAN DAVIS, Deputy City Attorney

NOTE: MAYOR GOODMAN directed staff to seek a legislative amendment to eliminate binding arbitration.

(9:25 – 9:57)

1-475

CITY COUNCIL MEETING OF

March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

Appearance List:

OSCAR GOODMAN, Mayor

DOUG SELBY, City Manager

MIKE SHELDON, Director, Detention and Enforcement

GARY REESE, Councilman

CLAUDETTE ENUS, Director, Human Resources

MICHAEL MACK, Councilman

LARRY BROWN, Councilman

LAWRENCE WEEKLY, Councilman

MORGAN DAVIS, Deputy City Attorney

(9:25 – 9:57)

1-475

32 minutes

Typed by: Lean Coleman

Proofed by: Stacey Campbell

CITY COUNCIL MEETING OF
March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

26 **MAYOR GOODMAN**

27 Item 22, this is approval and settlement of contract language between the City of Las Vegas and
28 Las Vegas Police Protective Association. I would like, again, Mr. Sheldon, would you be kind to
29 come, enough to join Dr. Selby up here please? Thank you very much. Dr., did you want to
30 give us some background on this?

31

32 **DOUG SELBY**

33 Yes, sir, I would.

34

35 **MAYOR GOODMAN**

36 Thank you.

37

38 **DOUG SELBY**

39 This contract, settlement is over contract that was approved in November 2003. Since that time,
40 there's been a dispute over a pay issue, and I think Mr. Sheldon can go into more detail about
41 that. The contract itself was negotiated over a period of about 18 months. The pay was a
42 significant part of the contract discussions, over a period of probably 10 or 11 of those 18
43 months. At the end of that, that period of time, the City believed one thing, as it turns out, and
44 the bargaining unit believed another thing with regards to some escalation provisions in the
45 contract itself. As a result of going into a step three grievance hearing, it was our conclusion and
46 my recommendation that we settle this prior to it going to arbitration.

47

48 **MAYOR GOODMAN**

49 Thank you very much.

50

51 **MIKE SHELDON**

52 Good morning, Your Honor.

53

54 **MAYOR GOODMAN**

55 Good morning.

56

CITY COUNCIL MEETING OF

March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

56 **MIKE SHELDON**

57 Is there anything specific you would like me to answer?

58

59 **MAYOR GOODMAN**

60 Well, I think that Dr. Selby, he characterized what took place accurately, and I wanted this pulled
61 because I'm very concerned with what's happening as far as local government and the way we
62 address our negotiations with our employees and the escalating costs of salaries and benefits.
63 Number one, I want to make it perfectly clear, and there should be no misunderstanding about
64 this, that I think the Marshal service is excellent. I have dealings with most of the Marshals; I
65 think they are professional, able, do a wonderful job, truly committed to the City. So my
66 remarks have nothing to do with the Marshals. That has to be made perfectly clear. There's
67 discussions right now by Metro perhaps absuming (sic) the Marshals. As far as I'm concerned,
68 I'd be completely against that. I think the City has to have its own Marshal service; they have a
69 distinct function. they do it excellently. We probably need a lot more Marshals in order to police
70 our parks and our public streets downtown to make them safe for our constituents so we can have
71 the continued economic redevelopment that we're aiming for, and they've done a terrific job on
72 Fremont Street, together with Metro, so there's no misunderstanding about that as well as with
73 our Neighborhood Services Office. It's been a joint effort, and it's working beautifully. So my
74 comments have nothing to do with performance.

75

76 **MIKE SHELDON**

77 Thank you.

78

79 **MAYOR GOODMAN**

80 Since I was elected, and I'm speaking for my Council, I hope, because we were all elected about
81 the same time and served when these discussions were taking place, the City was addressed by
82 Mr. Houchins, and Mr. Houchins made a very compelling presentation, and the presentation has
83 been repeated time and time again that the income that the City derives is perhaps decreasing in
84 comparison to the cost that the City is incurring. There comes a time that this Council probably
85 will be able to withstand the economics and withstand the impact, but there are going to be
86 councils in the future and mayors in the future where this pyramid that we're building is going to

CITY COUNCIL MEETING OF

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87 mushroom on them, and it's going to come down collapsing upon their heads to the public's
88 detriment. And by this statement today, I want to everyone in government, both the Council and
89 myself, as well as all of the wonderful employees who service the City to say to themselves that
90 we not only have to take care of the City today, but we have to be concerned about the City
91 tomorrow. And when we get involved in these negotiations, we have to perhaps be a little
92 altruistic, even though I understand that that's perhaps not the way that people like to think, but
93 it's getting to a point we're not going to be able to afford to hire people in order to provide the
94 services that are so necessary to making this the wonderful city that it is. So regard to this, I am
95 going to instruct the City Manager's office as part of our legislative package to explore
96 legislation which will rectify what I consider to be a real danger as far as collective bargaining
97 and that is this final arbitration, the binding arbitration. It puts the City in a very precarious
98 position. It's like rolling dice, and government is not a crap game. It's like rolling dice where
99 we are at the mercy of one person if the parties can't agree. And if that person who isn't sensitive
100 to the day-to-day operations of city government overextends our budget, we have to comply with
101 that as a result of the binding nature of it, and it will have a detrimental and reverberating effect
102 for years to come. So I'm asking the employees, I'm asking us as a Council, to be cognizant and
103 sensitive to this. But we really have to explore something up at the legislature because the
104 system's not working, and right now everybody's happy, everybody's going to get, be able to get
105 their retirement and go off to Idaho and fish, and the check will come in. But it's the future, the
106 future generations that are going to pay for it, and I don't think they're going to be able to. So if
107 anybody else wants to add to that, I'm happy to. Council? Nope —.

108

109 **COUNCILMAN REESE**

110 Your Honor?

111

112 **MAYOR GOODMAN**

113 Yes.

114

115 **COUNCILMAN REESE**

116 — Go ahead.

117

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VERBATIM TRANSCRIPT — ITEM 22

118 **MAYOR GOODMAN**

119 Mayor Pro Tem.

120

121 **COUNCILMAN REESE**

122 First of all, I want to just find out, now, this, the, the contract was settled in 2003?

123

124 **MIKE SHELDON**

125 Yes, that's accurate, Mayor Pro Tem.

126

127 **COUNCILMAN REESE**

128 Then why are we here giving the 16%?

129

130 **MIKE SHELDON**

131 There was a dispute after it was settled by the PPA, which was litigated through the third step of
132 the grievance process, which went through the department and the City Manager, and because of,
133 I guess, disagreement and ambiguity and the language, there was a concern over how the
134 contract was settled. But if I can share some views with you on how we ended up where we are,
135 I'd certainly share, and I think —

136

137 **COUNCILMAN REESE**

138 — Well, no. My question hasn't been answered yet. Okay now was there a certain amount of
139 people then that was awarded the 16%, and we're including other employees to receive 16%,
140 also?

141

142 **MIKE SHELDON**

143 Well, the way this worked, we locked off the bottom two steps of the old contract and added on
144 two steps at the other end. So there was still the same number of steps; it's just they started two
145 steps higher and they ended two steps higher. It was anticipated on the City's part that entry
146 level officers and the officers topped out would receive those steps, and officers in between
147 would receive the COLA's. The PPA anticipated that another way that all the officers would just
148 move those two steps and never discussed the specifics of that to any, to enough detail at the
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149 table for everybody to understand what everybody else thought we were doing. So, as a result of
150 our miscommunication, which, you know, shouldn't have happened, I don't have any excuses for
151 the miscommunication but it happened, and then the dispute had to be resolved.

152

153 **COUNCILMAN REESE**

154 Okay, did any, everybody receive a raise though, already?

155

156 **MIKE SHELDON**

157 No, I don't think anybody really has yet.

158

159 **COUNCILMAN REESE**

160 Who's going to receive this 16%?

161

162 **MIKE SHELDON**

163 A lot of the officers will under the proposed resolution before you this morning. Before, if it had
164 gone with the City's intent, the officers being hired would be, would be hired two steps higher
165 than otherwise to assist us in recruiting quality people.

166

167 **COUNCILMAN REESE**

168 Then they would have got 16% higher.

169

170 **MIKE SHELDON**

171 They would have, and anybody who was topped out would have gotten it. We didn't anticipate
172 the people in the middle would have gotten it until they topped out, and that's where the dispute
173 came. The PPA estimated that each officer would move two steps in the range, and there's 5-
174 1/2% between each of the steps. So that's where the miscommunication occurred.

175

176 **CLAUDETTE ENUS**

177 Chief, could I also address Councilman on – Councilman, Claudette Enus, Human Resources. In
178 response to part of your question, the 16% was not something that was new. The percentages
179 that were going to be received by the officers was not in dispute between the PPA and the City of

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180 Las Vegas. It was a timing issue as to when the individuals were going to receive the increases
181 and not having carefully enough defined the terms of when those increases were to have taken
182 place. So, we had agreed at the bargaining table on the amounts of the increases, the two step
183 jump and a cost of living increase for each of the individuals. All of the officers have received at
184 least a portion of that increase in November of last year, and when they received their pay stubs,
185 their retroactive pay, that was when it came to their attention that there was a concern that what
186 the officers thought they were going to receive and what we anticipated they were receiving in
187 terms of the time when they received it were different. So the amounts weren't in dispute, the
188 timing as to when they receive the increases, that was the nature of the dispute.

189

190 **COUNCILMAN REESE**

191 Is this increase going to be retroactive?

192

193 **CLAUDETTE ENUS**

194 Yes, sir. The increase will be retroactive.

195

196 **COUNCILMAN REESE**

197 And how many employees are effected by this retroactive pay increase?

198

199 **CLAUDETTE ENUS**

200 It's approximately 60.

201

202 **COUNCILMAN REESE**

203 Well, I really don't understand how something like this could fall through the crack. I mean, to
204 me, it's a very important issue, a very important you know, — and I just feel like that a, I certainly
205 support, I echo what the Mayor said, and I certainly support the need for it to have the Marshals
206 in our field and stuff, but as, you know, if the money was approved, then to me, I don't
207 understand how come it wasn't paid.

208

209 **MIKE SHELDON**

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210 Well, the dispute happened. There was a payroll glitch, and that was how everybody discovered
211 we had the miscommunication. The raise would have been retroactive regardless of what the
212 raise was. So, the retroactive part was never in dispute.

213

214 **COUNCILMAN REESE**

215 Yeah, but now it's got to go retroactive even further back though.

216

217 **MIKE SHELDON**

218 Well, it would be retroactive the same; it's still the timing issue as Ms. Enus discussed, and I
219 don't know how to answer that anymore for you, Mayor Pro Tem—. I'd like to also share our
220 views. Your Honor, you know throughout the years, we have wholeheartedly agreed with you.
221 The marshals have held the line on their increases, and historically their increases have been
222 relatively small compared to the rest of the valley. From 1999 to '02, we were averaging losing
223 around six officers a year, which is over 10% of the workforce. In '93, we lost three, and I think
224 that was in anticipation of the contract. The national average, and we're certainly right there
225 with the national average, is it runs the city about \$100,000 to train each of these employees
226 from the point we hire them to the point they're off probation and they can work as journey level
227 officers. So for every 10 officers we lose, besides the response and the responsiveness that
228 everybody expects out of us, it's running us a \$1,000,000 we're throwing down the drain. So we
229 wanted to do something so we weren't training our officers for the other agencies in this valley.
230 And I will say we do the same job that every other police officer in this valley does. We do it in
231 a more limited jurisdiction. You know, we make felony arrests; we make probably on average,
232 per officer, as much as any other officer does. We would rather deter the crime by being out
233 there, but, you know, our officers do the job, and that's why the other agencies want to hire them
234 from us. You know, we're usually their first pick, and we want to hold on to our people. You've
235 got the best staff there is, and I'll vouch for each and every one of them.

236

237 **MAYOR GOODMAN**

238 Thank you. Councilman Mack.

239

240 **COUNCILMAN MACK**

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241 Thank you, Your Honor. I think the council, as a whole, agrees to the job that the Marshal
242 provides to the residence of Las Vegas, whether it's through our parks, public facilities, facilities
243 such as this and beyond the level of service you provide is at a very high standard as well as I
244 think it should be mentioned that our City Marshal under your leadership provides the academy
245 for all the other jurisdictions other than Metro. And so the standard is very high as there, as well
246 as we're teaching that course. The one thing that sticks out in my mind, and I think the Mayor
247 and Councilman Reese bring up great points that, you know legislatively, I think we are
248 somewhat handcuffed. One comes to the negotiation process, and we should look at that. But I
249 look at it from a business person's standpoint in the attrition and like you stated, if it's costing us
250 \$100,000 to train a new person and we're basically just recruiting great officers to send to other
251 jurisdictions that pay higher, we are really on an unlevelled playing field. And we're losing five
252 or six officers a year or seven or eight officers a year. Just add \$100,000 to each one of those,
253 and you know we could be spending anywhere's from \$5-800,000 a year in training. And I think
254 that does us a disservice. And anyone who has a business out there can understand with the new
255 employee training cost and what it does to your staff as well. You have to have that goal of
256 having guys retire with your department, and I think that's a nice goal to have, and we do need to
257 achieve where we are with these contract negotiations.

258

259 **MAYOR GOODMAN**

260 Anybody else? Councilman.

261

262 **COUNCILMAN BROWN**

263 Thank you, Your Honor. Certainly I've seen firsthand the quality of our Marshal service in the
264 City, especially in our parks and some of those park elements that seem to draw trouble at times.
265 Secondly, and I've spoken to Mr. Selby about this, what concerned me originally with this item
266 is the miscommunication that went on, and I think he's addressing that. But as the Mayor
267 indicated, my bigger issue is, and I have no problems with the fact that the state law is what it is,
268 and negotiations that have taken place over 25, 30 years or longer are what they are. What we
269 need to do, and I think what the Mayor is indicating, is take a look at that future City employee,
270 and unless we, not only as a Council but as bargaining units and appointive employees and as a
271 work force, don't begin to address that issue, as far as what will the future public employee look

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272 like, I think, as the Mayor indicated, we're going to be in some serious financial problems. And
273 no one in this room is going to feel the impact unless there's a catastrophic event, but it's what
274 we're passing on to the next group of policy makers and the next group of bargaining
275 representatives and the next group of employees. That seems to be the issue, so I would
276 certainly encourage as we discussed at the strategic planning session, more dialogue as far as the
277 state law and taking a look at how that's framed. But certainly, I feel very strongly about making
278 sure that if there is a solution or as these issues are addressed, it has to be addressed as an entire
279 work group. It can't be confrontational; it can't be taking away from what has been earned and
280 entitled to our employees, but to try to get that employee group to start thinking a little bit down
281 the road, not just at the next bargaining session, not at the next election cycle but certainly what's
282 going to happen ten, fifteen, twenty years in the future.

283

284 **MAYOR GOODMAN**

285 See, I see our role being a unique one. As a Council, we are the policy makers, and I don't
286 blame anybody who's working to try to get the best wage they can get. That's the American
287 way, and it's the best way. There's no question about it, but at the same time, even if it may be
288 unpopular, because when you talk about public safety, there's nothing more dear to the heart of
289 our constituents than to feel that they're secure in our community, we're against the wall so to
290 speak. But the bottom line really is a 16% raise. Now, maybe shame on us, maybe shame on
291 those who preceded us for not raising them incrementally in order to keep up with the
292 competitive forces in the community, but a 16% raise to me sounds unconscionable; I mean it's
293 just way out of line. I have to relate to my experience having a payroll in my law office; I just
294 couldn't dream of giving anybody a 16% raise. I could see giving them a 20% bonus on a merit
295 basis if they did a great job, but we don't even have that in our system in local government where
296 we can award people for merit and give them increases based on merit. It sort of like it's
297 automatic that if you stick around here long enough, you're going to get your raises, and we have
298 to look at that because as I said, and I'm not going to repeat it, I'm not going to beat a dead horse
299 here, but it's going to get to a point where the whole system will collapse. And we don't have to
300 worry about our salaries; we have to worry about the salaries of the people who are getting the
301 retirement benefits and the insurance benefits that we pay for because a future local government
302 won't be able to take care of it. Secondly, I don't, I'm not going to, Claudette, I'm not going to

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303 be a, the kind of guy who is a whipping boy because that's not my nature, but when you talk
304 about miscommunication in negotiations and I'm not sure whether you miscommunicated or
305 there wasn't a misunderstanding as a result of anything you did. I couldn't say that I wasn't
306 there, but that's part of the bargaining process. That shouldn't happen in the future because
307 everybody has to understand what they are agreeing to. If one person doesn't understand, you
308 have to make sure before they leave the room that they do so we don't run into this in the future.
309 I'm going to, I'm gonna start the dialogue, and I'm going to vote against this and ask that it go
310 back to arbitration. I would hope that my Council will vote for it, but I think that we have to
311 make a record that we're beginning this process of looking to future employees, to future years
312 in the City. I'm going to vote against it. I'm going to take my shot with arbitration because I
313 think that the arbitrators have to understand where we're coming from too, and I would like to
314 make that presentation to the arbitrators and be part of the process because we're going, we're,
315 we're gonna be in a spiral soon that we're not going to be able to overcome.

316

317 **COUNCILMAN WEEKLY**

318 Your Honor?

319

320 **MAYOR GOODMAN**

321 Yes.

322

323 **COUNCILMAN WEEKLY**

324 Just for my understanding, have we surpassed the deadline that we have to vote on this today? Is
325 this something that they could actually bring something else back to us or do we have to actually
326 make a decision on what's being proposed to us today?

327

328 **MAYOR GOODMAN**

329 I think we're, I don't think they're going to take it back to arbitrate collective bargaining. I think
330 we're asked to make a decision today.

331

332 **CLAUDETTE ENUS**

333 (inaudible) We're in dispute (inaudible).

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334

335 **MAYOR GOODMAN**

336 This has nothing to do with the personnel. This is pure economics from a city point of view.

337

338 **DOUG SELBY**

339 Mayor, we'll need to, I think, consult a little bit here before we can tell you — .

340

341 **MAYOR GOODMAN**

342 Okay.

343

344 **DOUG SELBY**

345 — the impact of delaying this and going to arbitration.

346

347 **MAYOR GOODMAN**

348 Very good. I appreciate that. Can we abey it for two weeks? I don't want to make a hasty
349 decision here.

350

351 **DOUG SELBY**

352 We have our attorney who represents our legal issues coming forward right now.

353

354 **MAYOR GOODMAN**

355 Okay, I don't want to put him in a bind though to be able to address this. I didn't give him any
356 notice that we were going to be raising this issue. I think it's unfair for him to have to commit
357 himself. If he needs two weeks, I'm happy to move for an abeyance. If he wants to put himself
358 at risk, he could do it right now.

359

360 **MORGAN DAVIS**

361 Thank you, Your Honor, Council. Morgan Davis. The, the situation where we're postured now
362 is the Union filed both a complaint in front of the Employee's Management Relations Board and
363 a grievance. Neither of those disputes will, if, if we don't resolve the matter one way or another,
364 go to arbitration. They'll either go through the grievance process and under this agreement now

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365 as negotiated, the final step is no longer an arbitrator. It's, it's made up of a panel. More likely
366 than not, the person or the board that could be deciding this issue would be the Employee's
367 Management Relations Board. We had an informal stipulation to place both of those litigations
368 on hold pending recommended or believed settlement as ruled by Your Honor today. So I don't
369 think there should be a problem delaying the matter for, for two weeks if you want to take it up
370 later. Of course, we would have to request continued stipulation on behalf of the union, and I
371 can't speak as to whether they would want to approve that or not. They have told me they are in
372 a real hurry to get this settled or proceed forward with litigation.

373

374 **MAYOR GOODMAN**

375 Who's on the, the board that would be hearing this? Who composes that board?

376

377 **MORGAN DAVIS**

378 It's made up of three individuals, one representative of management, one representative of the
379 union and one neutral party. There is some semantical difficulty because this is a new procedure
380 that's just put in this contract. Normally, we would go to arbitration, but this, this is a way to
381 even be cheaper and faster than some of the expensive arbitrations we've had in the past, and
382 there was probably some language difficulty because there's language in the contract that says
383 something to the effect the employee representative can't be an infect, affected party, i.e. in my
384 opinion, anybody that's going to be covered by the wages for the union would be affected party.
385 So, that may be rendered unable to have a third party.

386

387 **MAYOR GOODMAN**

388 You know, with all due respect to you. To me, and I'm, once again, I'm not pointing the finger
389 but to hear that, it's incredible that a contract has been entered into where one of the provisions
390 concerning the resolution of the contract is not understandable or would preclude one of the
391 parties that's supposed to be part of this board from sitting on it. These are things contracts are
392 supposed to resolve. Contracts are supposed to be clear. Contracts are supposed to be things
393 that both parties understand, that they agree upon. It's not just a hodgepodge of ideas.

394

395 **MORGAN DAVIS**

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396 Philosophically, I would agree with, Your Honor, and the only thing I can say is our office
397 wasn't involved in drafting or at the table in this issue, but I don't believe this particular type of
398 situation was ever contemplated. It's, it's very, very rare that it would happen the way it did.
399 Normally, the final step of any contract interpretation issue has been arbitration. The parties got
400 together and drafted a new grievance procedure in this contract to try to continue to lower costs
401 and expenses of billing to resolve these grievances, and the items that were no longer going to
402 arbitration would include what's classically referred to as contract interpretations and disputes. I
403 don't believe it was ever intended that in any way, shape, or form a wage packet would be in
404 front of this, this board, but Mr. Sheldon or Ms. Enus could speak to that further.

405

406 **MAYOR GOODMAN**

407 Well, certainly the employees are entitled to be represented on the board. They're certainly
408 going to be effected by this. I think that there's a lot that has to be discussed and worked out.
409 I'm going to move for a two-week conveyance if there's no legal reason why we shouldn't
410 because this is important. This is the first step to a major problem, a major issue; it's not an easy
411 one. We're going to get beat up; people aren't going to like it because we're affecting lifestyles,
412 but I just think that's our responsibility whether we like it or not. I think we have to start the
413 dialogue – I take that back, I think we have to continue the dialogue that we've had but come to
414 some kind of reasonable resolution. Councilman Reese and then Councilman Weekly.

415

416 **COUNCILMAN WEEKLY**

417 Your Honor.

418

419 **COUNCILMAN REESE**

420 Oh.

421

422 **COUNCILMAN WEEKLY**

423 I'm sorry.

424

425 **MAYOR GOODMAN**

426 Councilman Reese and then Councilman Weekly.

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427

428 **COUNCILMAN REESE**

429 Okay, sure. My only question is what are we going to be looking at to happen in the next two
430 weeks with this motion? Are we looking at them to –

431

432 **MAYOR GOODMAN**

433 Try to work it out.

434

435 **COUNCILMAN WEEKLY**

436 Councilman Reese, my, Mayor Pro Tem, my, my concern with it was just hearing the
437 miscommunications aspect of it, and I just think that for us to make a decision on it today and all
438 parties involved have not been fully educated on what is it that has been agreed upon, everybody
439 needs to be aware of what's going on. And I guess one of the questions I want to ask was, how
440 long has this contract negotiation been in process, been underway, if anybody – ?

441

442 **DOUG SELBY**

443 – The contract itself, which came to the council in November 2003, was under negotiation for
444 about 18 months. The dispute happened the week after the council approved that when people
445 started getting their paychecks and realized that their pay was different than they expected to get.
446 And so we've been in discussion with the bargaining unit since then, since November 2003.

447

448 **COUNCILMAN WEEKLY**

449 And see this is something similar to what we were hearing with CEA. I mean just this long
450 drawn out process in making these contract negotiation decisions, and the only concern that I
451 have, Your Honor, is that the more, the more parks and the more developments we see coming
452 on board here in the City of Las Vegas and the bigger demand that we have on our marshals,
453 we're asking for a whole bunch with very little resources, and you're absolutely right. I respect
454 the fact that you mentioned something to the fact that we are looking not only to what's
455 happening today but what will future mayors and future council members have to live with based
456 on the decisions, because I think that we're living with decisions that prior councils have made,
457 and we're doing a whole bunch with very little to work with, but we're also dealing with

CITY COUNCIL MEETING OF

March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

458 someone's quality of life as you pointed out also. So I'd like to just make sure that we look at
459 this very carefully and not make a haphazard decision with no regards and no respect to these
460 people that we depend on every single day.

461

462 **MAYOR GOODMAN**

463 And I agree with that, and I want to repeat myself so that I am perfectly clear on this. As far as
464 I'm concerned, this has nothing to do with the Marshals. This is a philosophy of salaries,
465 benefits and how we're going to deal with our employees that will be utilized across the board.
466 It's not a Marshal issue; it's just been peaked as a result of this dispute that comes before us at
467 this time. After we had our workshop last week and we put down our priorities, and I think that
468 we have to be sensitive to this. What I would also like to know is whether or not, I would like,
469 I've been told, the one lesson I've, I've really lear (sic), you know, I have a big mouth, and I get
470 involved with things that I shouldn't most of the time. But the one lesson that I've learned and
471 I've adhered to it is I've never gotten involved in any kind of employee management discussion.
472 I've been like Caesar's wife on that one, way beyond reproach. But, I would really, if it's
473 possible, and I don't know whether it is, Mr. Jerbic, if it's possible for myself or another council
474 member or a combination of us to sit face to face with our employees to talk about this and to see
475 where they're coming from. I would like that opportunity. If we can't do it, and it's Ms. Enus
476 that is completely responsible, I'll understand that. But I really — this is what's best for the City,
477 not what is necessary best for a particular individual. And I'd like the process, the dialogue to
478 really step up, and I'd like to find out how somebody feels when they know they're going to be
479 leaving the City in two years and getting a giant retirement, leaving the community and being
480 sent that check and fishing. Yes.

481

482 **BRAD JERBIC**

483 I'll be in — after the meeting, Your Honor, to brief the council on that issue.

484

485 **MAYOR GOODMAN**

486 All right, good, my motion is to, yes, Councilman.

487

488 **COUNCILMAN BROWN**

CITY COUNCIL MEETING OF

March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

489 Just to clarify, and I'll support the abeyance motion. In November, we approved the contract and
490 that, as Mr. Sheldon indicated, was to bring our entry-level steps more equitable with other law
491 enforcement agencies.

492

493 **DOUG SELBY**

494 Correct.

495

496 **COUNCILMAN BROWN**

497 What's in dispute is the impact of the other steps, as far as, are they going to also receive that
498 negotiated bump?

499

500 **DOUG SELBY**

501 That is exactly what's before you today.

502

503 **COUNCILMAN BROWN**

504 Okay.

505

506 **DOUG SELBY**

507 The challenges presented to us is that the new entry-level employees will basically start at the
508 salary of our third year employees and creates the, arguably, an inequity for existing employees.

509

510 **COUNCILMAN BROWN**

511 Okay.

512

513 **DOUG SELBY**

514 If I just might add –

515

516 **MAYOR GOODMAN**

517 Anything.

518

519 **DOUG SELBY**

CITY COUNCIL MEETING OF

March 3, 2004

VERBATIM TRANSCRIPT — ITEM 22

520 No excuses for the fact that we didn't do better during the negotiations, to clarify that, but it was
521 a time during which we had other active labor negotiations ongoing. And Ms. Enus and her staff
522 were challenged with a great deal of work at that time with some fairly contentious negotiations.
523 So, but again, it is an issue that obviously should have been clarified at the time.

524

525 **MAYOR GOODMAN**

526 Okay, as I've said, this is not a scolding or spanking. It's not intended; it's the beginning of
527 trying to resolve this. You know, I have to throw in my two cents again. I understand what the
528 motivation was to make us competitive with the other law enforcement agencies in the valley so
529 that we will be getting the very best of the best, but maybe it's my pride of being the mayor,
530 maybe it's my love for Las Vegas. I think it's a pretty nice to place work in the city, and I think
531 people make choices in life. They make choices where they want to work, and it's based in part
532 on salaries; it's based on part in perks, but it's also based in part associating with a particular
533 agency. And I think the Marshal's service is one which is dignified. I think it's prestigious, and
534 money shouldn't be the only, shouldn't be the only factor. I think Las Vegas is a pretty nice
535 place to work, and it just shouldn't be money that makes people want to work here. I think we're
536 courteous to one another. I think we feel very much like a family. We feel that we're doing a
537 service to our community. There's a great deal of loyalty, great deal of feeling that we want to
538 make the community a better place. There's more to life than money. And when we have these
539 discussions, I want those that we're discussing this with to keep in mind that at least I think that
540 way. **All right, my motion is to abey for two weeks. Let's vote. Post. Motion carries. Thank**
541 **you. (Motion carried unanimously with L.B. McDonald excused)**

542

(END OF DISCUSSION)

543 /lc;sc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: LEISURE SERVICES

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

SUBJECT:

Approval of name designation of the Doolittle Community Center main and auxiliary
gymnasiums - Ward 5 (Weekly)

Fiscal Impact

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

Amount:

Dept./Division: Leisure Services/Recreation

Funding Source:

PURPOSE/BACKGROUND:

This item serves to recognize the significant contributions made to the City of Las Vegas, specifically the West Las Vegas area, by Mr. William Joseph "Joe" Haynes Sr. and Mr. William "Bill" Evans. This item, upon approval, will designate the main gymnasium to be named after the late Mr. William Joseph Haynes, Sr. and the auxiliary gymnasium to be named after Mr. William Evans.

RECOMMENDATION:

Staff recommends Council approval of the naming of the main and auxiliary gymnasiums of the Doolittle Community Center

BACKUP DOCUMENTATION:

Agenda Memo - Brief biographies of William Joseph "Joe" Haynes Sr. and William "Bill" Evans

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 3, 2004

DEPARTMENT: Leisure Services

ITEM DESCRIPTION: Consent – Naming of the gymnasiums at Doolittle Community Center

William Joseph "Joe" Haynes Sr. – main gymnasium

William Joseph "Joe" Haynes Sr. was the first recreation director of Las Vegas' Doolittle Community Center. Mr. Haynes passes away at the age of 87 on January 2, 2004. The long time resident dedicated his life to mentoring youth in the West Las Vegas area.

While coordinating the daily activities at Doolittle, Haynes founded the men's city basketball league and created several athletic programs for underprivileged youths in West Las Vegas. In addition to operating the Doolittle Community Center and working several extra jobs throughout his life, Mr. Haynes was also a teacher at Booker Elementary School.

The Doolittle facility opened in 1964 and Haynes served as its director until he retired in July 1973. In addition to starting the Men's Progressive Basketball League in 1964, he coached one of its teams to the championship.

Haynes also is credited with starting an annual Thanksgiving basket drive for needy families, hosting dance events, instituting youth sports programs and raising money to send six underprivileged youths to college.

The Nevada Recreation and Park Society in 1965 recognized Haynes for his efforts to provide recreation programs for black youths during the turbulent civil rights movement of the 1960s.

Those who knew and admired Haynes said that he always gave 100 percent to ensuring that children in West Las Vegas not only received proper education but also created many recreational opportunities that were not before available.

William "Bill" Evans – auxiliary gymnasium

Mr. William "Bill" Evans is a well-known leader, in not only West Las Vegas, but the entire valley. Mr. Evans, a former teacher and principal for the Clark County School District, was one of the first employees at the Doolittle Community Center when it initially opened in 1965. He began working at Doolittle as a part time worker at the center and also spent time working at the Dula Community Center.

Whenever Mr. Evans' name is mentioned throughout the community he is always referred to as a wonderful caring man who never wanted recognition for the many ways he mentored and supported the area youth. His many duties at the centers included teaching, coaching and refereeing, in addition to participating in the organization of youth basketball in Las Vegas for over 40 years.

His dedication to the youth in the community went far beyond the reaches of working at the community center. Mr. Evans wanted only the best for the youth in his community. He would take money out of his own pocket to purchase shoes for the children he taught or coached. He also worked diligently to create college scholarships and even used his own money to make sure that the children had an opportunity to go away to school.

In addition to the many significant achievements he has done for others, he was also one of the first African American's to join the Southern Nevada Officials Association.

Bill Evans is still active in the community pursuing good causes and is always seeking to improve the quality of life for all.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: LEISURE SERVICES

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

SUBJECT:

Approval of grant award in the amount of \$10,000 (General Fund) from The National Endowment for the Arts (Grant #04-7800-1050 - CFDA # 45.024), Challenge America - Access to the Arts, to the City of Las Vegas Cultural Affairs Division - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$10,000 (Match)

☒

Budget Funds Available

Dept./Division: Leisure Services/Cultural

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

The National Endowment for the Arts grant award given to the City of Las Vegas Cultural Affairs Division, shall be to support the development and promotion of the Downtown Arts District. The Challenge America - Access to the Arts shall begin on December 1, 2004 and end on December 31, 2004.

RECOMMENDATION:

Staff recommend City Council approval

BACKUP DOCUMENTATION:

1. Grant Award Letter
2. Project Budget

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418



NATIONAL ENDOWMENT FOR THE ARTS

The Nancy Hanks Center
1100 Pennsylvania Avenue NW
Washington DC 20506-0001
202/682-5400

Ms. Nancy Deaner
Authorizing Official
City of Las Vegas, Nevada
749 Veterans Memorial Drive
Las Vegas, NV 89101

DEC 5 2003

Dear Ms. Deaner:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant.

Grant Number: 04-7800-1050 CFDA Number: 45.024

Grant Amount: \$10,000

Awarded to: City of Las Vegas, Nevada

For: Cultural Affairs Division

Category: Challenge America - Access to the Arts

Period of Support: December 1, 2003 to December 31, 2004

Grant Project: To support the development and promotion of the Downtown Arts District, as described in your application (A03-039122) and the enclosed project budget.

Award materials are available online at www.arts.gov/manageaward. The "General Terms & Conditions" provide detailed information concerning the Endowment's regulations and procedures, the administrative requirements that apply to your grant, and your responsibilities as a grantee. Instructions for requesting grant funds and reporting on your project are also online. (Please read the attached online award material information sheet carefully.)

If you have any questions regarding the administrative requirements of this grant, our Grants & Contracts Office staff will be happy to assist you. They may be reached at (202) 682-5403.

Congratulations on your grant award!

Sincerely,

Dana Gioia
Chairman

Enclosures

PROJECT BUDGET: National Endowment for the Arts

Grantee City of Las Vegas, Nevada
Grant # 04-7800-1050

Important Instructions: This budget is derived from your application, revised budget and/or other communication as noted below. Expenditures on your project should be in general agreement with this budget. Deviation without prior NEA approval will be limited to the standards outlined in the General Terms & Conditions and the provisions of circulars A-110 or A-102, whichever is applicable. All costs must be incurred within the project period specified in your award letter. This budget cannot include overlapping project costs with any other Federal grant. Proper documentation must be maintained for any In-Kind contributions claimed.

INCOME

Cash	\$	<u>15,000</u>	
In-Kind	\$	<u>5,500</u>	
			Total Contributions \$ <u>20,500</u>
NEA Grant	\$	<u>10,000</u>	
			Total NEA Grant \$ <u>10,000</u>
			TOTAL INCOME \$ <u>30,500</u>

EXPENSES

Direct Costs

Salaries and Wages	\$	<u>5,500</u>	
Fringe Benefits	\$		
Travel	\$		
Other	\$	<u>25,000</u>	
			Total Direct Costs \$ <u>30,500</u>

Indirect Costs \$

TOTAL PROJECT EXPENSES \$ 30,500

Notes:

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) - All Wards

Fiscal Impact☐**No Impact**☒**Budget Funds Available**☐**Augmentation Required****Amount:** Not to exceed \$ 143,003**Dept./Division:** Neighborhood Services**Funding Source:** \$136,200 General Fund-Weather Shelter; \$6,803 Emergency Shelter Grant Funds**PURPOSE/BACKGROUND:**

The Technical Committee on Homelessness, a subcommittee of the Southern Nevada Regional Planning Coalition, has undertaken significant tasks relating to the regional issue of homelessness, including the establishment of a winter emergency shelter plan, funding of winter shelter for the 2003-2004 winter, and planning for the implementation of a Homeless Management Information System (HMIS). Recently Clark County contracted with Shade Tree, Salvation Army and Catholic Charities to provide up to 285 emergency winter shelter beds for men, women and children. The city of Las Vegas' population-based portion of the winter shelter cost totals \$105,942. In addition, the Technical Committee has recommended initial funding for HMIS infrastructure in order to prevent the loss of federal funds for homeless programs. The city of Las Vegas' population-based portion of the HMIS totals \$37,061.

RECOMMENDATION:

Staff recommends funding approval of the City of Las Vegas' portion of the winter shelter and HMIS totaling \$143,003.

BACKUP DOCUMENTATION:

Letter from Office of the County Manager dated December 15, 2003

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that Item 2 involves bus shelters owned by Transit America Las Vegas, which leases advertising space to Lamar Central Outdoor Advertising; and SuperPawn shops, owned by his brother STEVEN MACK and with whom he has a consulting agreement, has an unrelated contract with Lamar Advertising for construction of an off-premise

CITY COUNCIL MEETING OF MARCH 3, 2004

Consent – Neighborhood Services

Item 25 – Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) – All Wards

MOTION – Continued:

sign at a location in the County. Items 10 and 25 also involve locations near SuperPawn shops. Since his brother had not mentioned these matters to him and COUNCILMAN MACK did not believe his brother would be impacted, he indicated he would be voting on the aforementioned items.

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

Office of the County Manager

500 S Grand Central Pky 6th Fl • PO Box 551111 • Las Vegas NV 89155-1111
(702) 455-3530 • Fax (702) 455-3558

Thom Rellly, County Manager
Richard B. Holmes, Assistant County Manager • Catherine Cortez Masto, Assistant County Manager
Virginia Valentine, Assistant County Manager

December 15, 2003

Received By

DEC 18 2003

Doug Selby, City Manager
City of Las Vegas
400 E. Stewart Avenue, 8th Floor
Las Vegas, NV 89101

City Managers Office

Dear Doug:

Due to the limited availability of space and services in existing shelters, it is again necessary to address the issue of emergency beds for the homeless during the winter months ahead. The Homeless Technical Subcommittee of the SNRPC recently contacted the agencies that operate existing shelters to request proposals for emergency winter beds. The proposals received will ensure 167 beds for the homeless during the winter months.

Provider	# Beds	Cost
Shade Tree	50	\$57,000
Salvation Army	35	\$35,000
Catholic Charities	<u>82</u>	<u>\$105,260</u>
Total	167	\$197,460

The Board of County Commissioners approved funds for emergency winter beds at its December 2 meeting. Additionally, a plan is being developed regarding overflow shelter capacity for use during inclement weather. Catholic Charities can provide up to 118 additional beds as needed, and the Nevada National Guard has consented to open its facilities on a space available basis at the request of the Governor. Since the homeless issue is multi-jurisdictional, I am requesting that the municipalities contribute to the cost of providing emergency winter beds consistent with previous homeless funding allocations based on population. Suggested contributions are itemized below:

	Jurisdiction and allocation					
	Clark County 43%	Henderson 13%	Las Vegas 34%	North Las Vegas 9%	Boulder City 1%	Total
Ongoing winter beds (167)	\$84,908	\$25,670	\$67,136	\$17,771	\$1,975	\$197,460
Overflow beds (118)	\$49,078	\$14,838	\$38,806	\$10,272	\$1,141	\$114,135
Total	\$133,986	\$40,508	\$105,942	\$28,043	\$3,116	\$311,595

Doug Selby
City of Las Vegas
December 15, 2003
Page 2.

The Homeless Technical Subcommittee will develop criteria for utilization of overflow facilities, i.e., the National Guard Armory near Nellis Air Force Base. Thank you for your assistance in this process and your continued participation.

Sincerely,



THOM REILLY
County Manager

TR/cl

cc: Virginia Valentine, Assistant County Manager
Darryl Martin, Director, Social Service

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with Terracon for Materials Testing and Inspection Services on the Alexander Road/Hualapai Way Roadway Project (\$121,250 - Clark County Regional Flood Control District, \$140,000 - Regional Transportation Commission, \$7,750 - Bureau of Land Management Southern Nevada Public Lands Management Act, \$4,000 - City of Las Vegas Sanitation Fund, \$10,250 - Clark County Special Improvement District #146, \$16,750 - City of Las Vegas Special Improvement District #1493) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Amount: \$300,000

Dept./Division: Public Works/City Engineer

Funding Source: CCRFCD, RTC, BLM SNPLMA, CLV Sanitation Fund, CC SID #146, CLV SID #1493

PURPOSE/BACKGROUND:

This project will consist of approximately three miles of full width rd improvements to Alexander Rd from Cimarron Rd to Hualapai Way & to Hualapai Way from Alexander Rd to Cheyenne Ave. Included are asphalt paving, curb, gutter, sidewalks, storm drain collection facilities, sanitary sewer, a traffic signal at the Cheyenne Ave/Hualapai Way intersection, traffic signal undergrounds at other selected intersections, street lights, signing & pavement markings. Also included are expansion of the Lone Mountain Detention Basin & half-street improvements to Jensen St between Gowan Rd & Alexander Rd.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

**PROFESSIONAL SERVICES AGREEMENT
FOR MATERIAL TESTING AND INSPECTION**

THIS AGREEMENT is made and entered into this 3 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and, Terracon (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Alexander Road/Hualapai Way Road Project (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the material testing and inspection 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 Richard E. Van Horn P.E, Engineering Manager who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Three Hundred Thousand Dollars (\$300,000.00) 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-1" 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" and/or "D-1" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Fifty Thousand Dollars (\$50,000.00) 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 \$100,000 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:

Terracon
4343 So. Polaris Avenue
Las Vegas, Nevada 89103

Fax: (702) 597-9009

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.

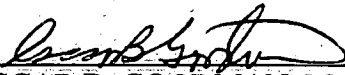
10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

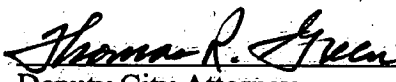
By: 
OSCAR B. GOODMAN, Mayor

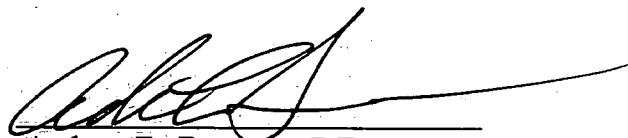
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 9/29/03
Deputy City Attorney Date

By: 
Andrew E. Bowman, P.E.
Its: Office Manager

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	Invoice Format (Section 8.01)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A
SCOPE OF SERVICES
ON CALL MATERIAL TESTING AND CONSTRUCTION INSPECTION
AND
GENERAL PERFORMANCE SCHEDULE

DESCRIPTION OF PROJECT:

Services to be provided under the terms of this Agreement are for on call material testing and construction inspection services on various projects as requested, in writing, by the City of Las Vegas.

SAMPLING AND TESTING CRITERIA:

All sampling and testing shall be performed in accordance with the following standards:

1. American Society for Testing and Materials (ASTM)
2. American Association of State Highway Transportation Officials (AASHTO)
3. Standards Specifications for Public Works Construction, Off-site Improvements, Clark County Area (Std.Specs).
4. American Concrete Institute (ACI)
5. The Asphalt Institute
6. Portland Cement Association (PCA)

100 COORDINATION

- 110 Site Visit** – The Consultant shall make periodic site visits for consultation with on-site personnel and review of project documentation during construction.
- 120 Monthly Report** – The Consultant shall submit monthly letters, stamped and sealed by a Nevada Professional Engineer, certifying that all sampling and testing procedures have been performed in accordance to accepted industry standards.
- 130 Meetings** – The Consultant shall attend coordination meetings when requested by the City's Construction Manager to discuss tests and test results.
- 140 Final Report** – The Consultant shall submit a final report containing all test results, stamped and sealed by a Nevada Professional Engineer.
- 141 Final Grading Report** – The Consultant shall submit a final grading report containing all test results and sealed by a Nevada Professional Engineer. The

report shall certify that the structural fill placed at the Lone Mountain Detention Basin and adjacent park site was placed and tested in accordance with the project specification and found in compliance with the recommendations of the Geotechnical Report.

- 160 Full-time Field Inspector** – The Consultant shall provide qualified technician(s) to perform inspections and tests as directed by the City's Representative. The field technician shall present documentation to the City's Representative for signature establishing the time of arrival and departure from the job site. Reports will be provided in Expedition format (Version 8.5 or higher)
- 161 Full-time Soils Inspector** - The Consultant shall provide qualified soils inspector to perform inspections and tests as during structural fill operations at the Lone Mountain Detention Basin and adjacent park site. The field technician shall present documentation to the City's Representative for signature establishing the time of arrival and departure from the job site.
- 170 Sample Pick-Up/On call Testing** – The Consultant shall, when necessary, dispatch a technician to sample or test construction material for laboratory testing. Unit rate includes one hour on-site.
- 180 Additional On-call Technician** – Upon request of the City's Representative the Consultant shall provide a qualified technician(s) to perform inspections and tests as directed. The field technician shall present documentation to the City's Representative for signature establishing the time of arrival and departure from the job site. The first hour of on-site testing is included in task 170. This task will be utilized when services exceed one hour on-site.
- 200 SOIL TESTS: Field Technician**
- 210** The Consultant shall perform relative compaction tests of **structural fill**, subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site. (Also see Task 160 and 180)
- 220** The Consultant shall retrieve samples from the project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

- 230 The Consultant shall retrieve samples from the project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City within 2 days following samples being retrieved from the project site.
- 240 The Consultant shall retrieve samples from the project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the project site.
- 250 The Consultant shall retrieve samples from the project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.
- 260 The Consultant shall retrieve samples from the project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.
- 270 The Consultant shall retrieve samples from the project site and perform laboratory Sulfate Content tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the project site.
- 280 The Consultant shall retrieve samples from the project site and perform laboratory Fractured Faces tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

300 CONCRETE TESTS

- 310 The Consultant shall perform on-site slump, temperature, determination of unit weight and consistency tests for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site. (Also see Task 160 and 180).
- 320 The Consultant shall prepare a minimum of 4 test of cylinders on the project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hrs. before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

400 ASPHALTIC CONCRETE

- 410 The Consultant shall perform on-site density tests utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the project specifications when

directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site. (Also see Task 160 and 180).

- 420 The Consultant shall retrieve samples from the project site and perform laboratory Extraction / Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.
- 430 The Consultant shall retrieve samples from the project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice method, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.
- 440 The Consultant shall the following day of any pavement operations obtain 5 core samples and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.
- 450 The Consultant shall retrieve samples from the project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the project site.

500 TESTING REQUIREMENTS

The following requirements for material control is included herein as reference and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology.

- 510 **Trench Backfill** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	ASTM D1157	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	ASTM D4318	1 per soil type
Liquid Limit	ASTM D4318	1 per soil type

- 520 **Subgrade Material** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	ASTM D1157	1 per soil type,

Sieve Analysis	AASHTO T27	minimum 2 1 per soil type, minimum 2
Plasticity Index	ASTM D4318	1 per soil type, minimum 2
Liquid Limit	ASTM D4318	1 per soil type, minimum 2

521 Structural Fill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	ASTM D1157	1 per 10,000 cy
Sieve Analysis	AASHTO T27	1 per 10,000 cy
Plasticity Index	ASTM D4318	1 per 10,000 cy
Liquid Limit	ASTM D4318	1 per 10,000 cy
Sulfate Content		1 per 10,000 cy
Swell Potential		1 per 10,000 cy

530 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	ASTM D1557	1 per supplier
Sieve Analysis	AASHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	ASTM D4318	1 per supplier
Liquid Limit	ASTM D4318	1 per supplier
Resistance (R-Value)	ASTM D2844	1 per supplier
Percent of Wear (500 Rev.)	ASTM C131	1 per supplier

540 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated:

Portion of Work	Sampling Frequency	No. Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/ 7, 28, 28

Curb and Gutter	1 set per 1000 LF per day	(4)/ 7, 28, 28
Crossgutter	1 set per gutter	(4)/ 7, 28, 28
Misc. Structures	1 set per structure per day	(4)/ 7, 28, 28
Driveways	1 set per driveway	(4)/ 7, 28, 28

550 **Bituminous Pavement** – Material sampled during paving operations shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

600 RELATIVE COMPACTION TESTING

The following requirements for Relative Compaction Testing is included herein as referenced in incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests.

610 Trench Backfill – Backfill shall be tested as indicated:

- 1 test per lift per 100 lineal feet of trench or a minimum of 2 tests per day.
- 1 test per lateral.
- A minimum of 2 mainline tests between structures.

620 Structure Backfill – Backfill shall be tested as indicated:

- 1 test per lift per structure or a minimum of 1 test per day.
- A minimum of 1 test per structure.

630 Subgrade – Subgrade shall be tested as indicated:

- 1 test per 300 to 500 lineal feet per lane (12' width) or a minimum of 2 tests per street.

631 Structural Fill – Structural Fill shall be tested as indicated:

- 1 test per 500 CY placed

640 Type II Aggregate Base – Aggregate base shall be tested as indicated:

- 1 test per 300 to 500 lineal feet per lane (12' width) or a minimum of 2 tests street.

650 Curb and Gutter – Aggregate base on subgrade shall be tested as indicated:

- 1 test per 500 lineal feet of curb and gutter or curb or a minimum of 2 per street.

660 Crossgutter – Aggregate base and subgrade shall be tested as indicates:

- 2 tests per complete crossgutter.

670 Sidewalk – Aggregate base and subgrade shall be tested as indicated:

- 1 test per 500 lineal feet of sidewalk or a minimum of 1 per street.

680 **Driveways** – Aggregate base and subgrade shall be tested as indicated:

Residential:

- 1 test per complete driveway.

Commercial/Alley

- 2 tests per complete driveway.

690 **Hot Plantmix Bituminous Pavement** – In place density testing of hot bituminous pavement per ASTM D2590 (Nuclear Gauge Method) shall performed as indicated:

- A minimum of 5 locations per day.
- A minimum of 5 cores per pavement day for Unit weight density and thickness determination

EXHIBIT B
ADDITIONAL SERVICES
ALEXANDER ROAD / HUALAPAI ROAD IMPROVEMENT PROJECTS
MATERIAL TESTING SERVICES

The following Services may be performed as the discretion of the City of Las Vegas when authorized in writing:

- A. Any other services that the City may require in relation to Material Testing or Geotechnical evaluation.
- B. Request laboratory work will be charged in accordance with our attached Fee Schedule. A copy of our laboratory fee schedule is presented in Appendix D.
- C. Request field or engineering services will be charged in accordance with the hourly rates quoted in Appendix D.
- D. Establish a field off trailer (10' x 32') for the following costs:

Total monthly rental rate:	\$ 600.00

The breakdown of the monthly rate is:

One-time charges (includes mob/demob, tie downs, set-up):	\$ 977.50
Required inspection by the Nevada Manufactured Housing Division:	\$ 253.00
Power meter and hook up:	<u>\$ 500.00</u>
Total of One-time charges:	\$1,750.50

Equivalent Monthly charge (one time costs prorated 12 mo.)	\$ 145.88
10'x36' Monthly Rental:	\$ 218.50
Monthly Power (estimate):	\$ 100.00
Furniture, computer, printer, etc:	<u>\$ 135.62</u>
Total monthly rental rate:	\$ 600.00

Estimated total cost (14 months):	\$8,400.00

EXHIBIT C

MANPOWER BREAKDOWN

Person	Duties	JAN '04	FEB '04	MARCH '04	APRIL '04	MAY '04	JUNE '04	JULY '04	AUG '04	SEPT '04	OCT '04	NOV '04	DEC '04	JAN '05	FEB '05	TOTAL HOURS
Richard Van Horn	Project Manager	5	8	8	8	8	8	8	8	8	8	8	8	7	4	104
TBD	Inspector	70	173	173	200	173	173	200	173	173	200	173	200	173	173	2427
TBD	Soils Inspector					173	174	173								520
various	on-call testing technician						10	10	10	10	10					50
Liza Acuna	Administration	2	2	2	2	2	2	2	2	2	2	2	2	4	4	32
	Total Hours	77	183	183	210	356	367	393	193	193	220	183	210	184	181	3133

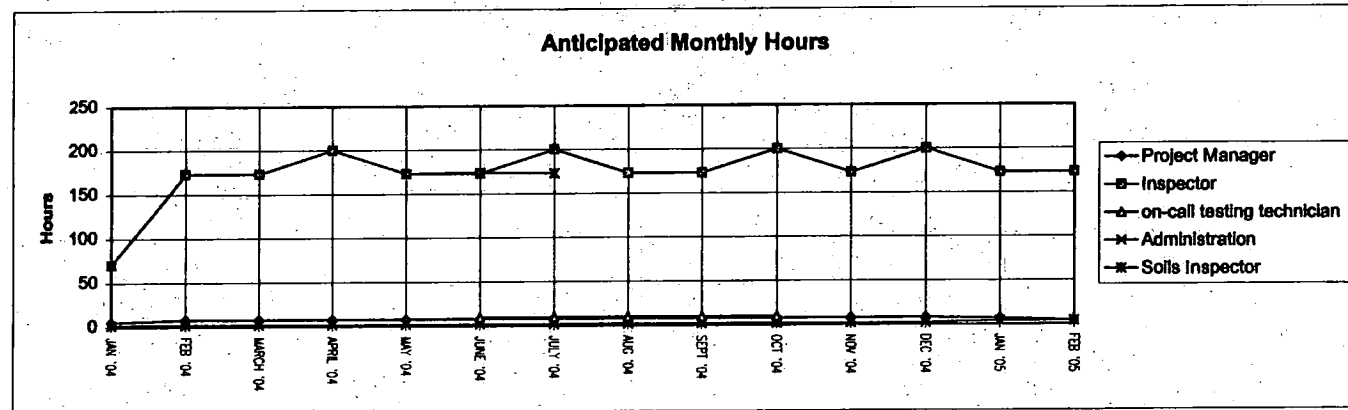


EXHIBIT C-1

MANPOWER AND LABORATORY TESTING ESTIMATED UNITS WORKSHEET

Task No.	Description	Frequency	Assumptions	Estimated Units
100	COORDINATION			
110	Site Visits		12 mo.	
	Project Engineer	3 hrs. per trip	1 per mo.	36
120	Monthly Report	1 mo.	14 mo.	
	Project Engineer		2 hrs per report	28
	Word Processor		2 hrs per report	28
130	Meetings			
	Project Engineer	3 hrs per meeting	12 meetings	36
140	Final Report & Final Grading Report	2 report		
	Project Engineer		8 hrs	8
	Word Processor		8 hrs	8
150	N/A			
160	Full time field technician			
	Testing Technician	8 hrs. / day	14 mo.	2427
161	Soils Technician (Lone Mt. Det. Basin)	8 hrs. / day	3 mo.	520
170	Sample Pickup	4 trips/mo (average)	12 mo.	48
180	On-Call Testing Technician	1 additional hr/trip	50 trips	50
200	SOILS TESTS			
210	Field Technician - field testing	see Task No. 160		
220	Laboratory Moisture Density (proctor)	Sum of Task Nos. 510, 520, 521 and 530, Exhibit C-2		37
230	Sieve Analysis	Sum of Task Nos. 510, 520, 521 and 530, Exhibit C-2		37
240	R-Value	Sum of Task Nos. 510, 520 and 530, Exhibit C-2		1
250	Percent of Wear	Sum of Task Nos. 510, 520 and 530, Exhibit C-2		1
260	Plasticity Index	Sum of Task Nos. 510, 520, 521 and 530, Exhibit C-2		37
270	Sulfate content	Sum of Task Nos. 510, 520, 521 and 530, Exhibit C-2		29
280	Fractured Faces	Sum of Task Nos. 510, 520 and 530, Exhibit C-2		1
290	Swell Potential	Sum of Task No. 521		19
300	CONCRETE TESTS			
310	Field Technician - field testing	see Task No. 160		
320	Compressive Strength, Set of 4	Sum of Task No. 540		46
400	ASPHALT CONCRETE			
410	Field Technician - field testing	see Task No. 160		
420	Extraction/Gradation	Sum of Task No. 550		38
430	Maximum Theoretical Specific Gravity	Sum of Task No. 550		19
440	Unit Weight and Thickness of cores	Sum of Task No. 550		95
450	Marshall Series	Sum of Task No. 550		19

EXHIBIT C-2

LABORATORY TESTING FREQUENCY AND ASSUMPTIONS WORKSHEET

Task No.	Description	Frequency	Assumptions	Estimated Units
500	TESTING REQUIREMENTS			
510	Trench Backfill	1 per soil type	7959 in. ft.	
	Maximum Density/Opt Moisture	1 per 1000 in. ft		8
	Sieve Analysis	1 per 1000 in. ft		8
	Plasticity Index	1 per 1000 in. ft		8
	Liquid Limit	1 per 1000 in. ft		8
520	Subgrade Material	1 per soil type	93669 sy	
	Maximum Density/Opt Moisture	1 per 10000 sy		9
	Sieve Analysis	1 per 10000 sy		9
	Plasticity Index	1 per 10000 sy		9
	Liquid Limit	1 per 10000 sy		9
521	Structural Fill	1 per 10000 cy	189,300 cy	
	Maximum Density/Opt Moisture	1 per 10000 cy		19
	Sieve Analysis	1 per 10000 cy		19
	Plasticity Index	1 per 10000 cy		19
	Liquid Limit	1 per 10000 cy		19
	Sulfate Content	1 per 10000 cy		19
	Swell Potential	1 per 10000 cy		19
530	Type II Aggregate Base			
	Maximum Density/Opt Moisture	1 per supplier		1
	Sieve Analysis	1 per supplier		1
	Plasticity Index	1 per supplier		1
	Liquid Limit	1 per supplier		1
	Fractured Faces	1 per supplier		1
	R-Value	1 per supplier		1
	Percent of Wear	1 per supplier		1
540	Portland Cement Concrete			
	Sidewalk	1 set per 1000 LF	10559 in. ft.	11
	Curb and Gutter	1 set per 1000 LF	17702 in. ft.	18
	Crossgutter	1 set per crossgutter	1	1
	Misc. Structures	1 per structure/day	3 stru w/5 pours	15
550	Driveways	1 set per driveway	1	1
	Bituminous Pavement			
	Marshall Series	1 per day	2000 tons/day	19
	Maximum Theoretical Specific Gravity	1 per day	2000 tons/day	19
	Asphalt Content	2 per day	2000 tons/day	38
	Aggregate Gradation	2 per day	2000 tons/day	38
	Unit Weight and Thickness Tests	5 cores per day	2000 tons/day	95

Alexander Road / Hualapai Way Road Improvements Project
Cheyenne Avenue to Durengo Drive

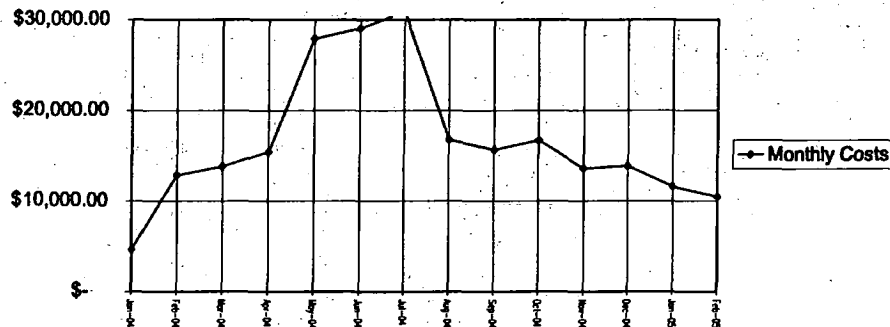
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**EXHIBIT D
COST DERIVATIVE AND HOURLY FEE SCHEDULE**

Person	Duties	Unit Rate	JAN '04	FEB '04	MARCH '04	APRIL '04	MAY '04	JUNE '04	JULY '04	AUG '04	SEPT '04	OCT '04	NOV '04	DEC '04	JAN '05	FEB '05	TOTAL HOURS
R. Van Horn	Project Manager	\$ 114.00	\$ 570.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 1,368.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 912.00	\$ 798.00	\$ 456.00	\$ 12,312.00
TBD	Inspector	\$ 57.00	\$ 3,890.00	\$ 9,861.00	\$ 9,861.00	\$ 11,400.00	\$ 9,861.00	\$ 9,861.00	\$ 11,400.00	\$ 9,861.00	\$ 9,861.00	\$ 11,400.00	\$ 9,861.00	\$ 11,400.00	\$ 9,861.00	\$ 9,861.00	\$ 138,339.00
TBD	Boats Inspector	\$ 57.00	\$ -	\$ -	\$ -	\$ -	\$ 9,861.00	\$ 9,816.00	\$ 9,861.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,640.00
staff	on-call testing technician	\$ 57.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570.00	\$ 570.00	\$ 570.00	\$ 570.00	\$ 570.00	\$ -	\$ -	\$ -	\$ -	\$ 2,850.00
staff	Sampling (Trips)	\$ 150.00			\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00				\$ 7,200.00
staff	Laboratory Tests	Note 1		\$ 2,000.00	\$ 2,200.00	\$ 2,300.00	\$ 6,439.00	\$ 6,839.00	\$ 6,839.00	\$ 4,000.00	\$ 3,500.00	\$ 3,000.00	\$ 2,000.00	\$ 1,500.00	\$ 798.00		\$ 41,603.00
Liza Acuna	Administration	\$ 39.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 234.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 156.00	\$ 156.00	\$ 1,494.00
	Monthly Costs		\$ 4,638.00	\$ 12,851.00	\$ 13,801.00	\$ 15,440.00	\$ 27,901.00	\$ 29,028.00	\$ 30,980.00	\$ 16,783.00	\$ 15,671.00	\$ 16,710.00	\$ 13,801.00	\$ 13,890.00	\$ 11,801.00	\$ 10,473.00	\$ 233,348.00
	Cumulative total:		\$ 4,638.00	\$ 17,489.00	\$ 31,290.00	\$ 46,730.00	\$ 74,631.00	\$ 103,659.00	\$ 134,619.00	\$ 151,402.00	\$ 167,073.00	\$ 183,783.00	\$ 197,384.00	\$ 211,274.00	\$ 222,075.00	\$ 233,348.00	

Note 1: Per attached fee schedule

Anticipated Monthly Costs



Anticipated Cumulative Costs

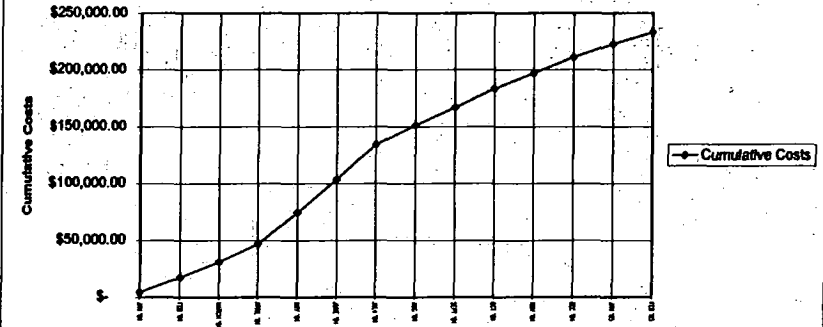


EXHIBIT D-1 **HOURLY AND UNIT RATE FEE AND TOTAL ESTIMATED FEE**

Task No.	Description	Estimated Units	Audited Mult. Rate	Profit	Base Rate	Unit Rate	Estimated Fee
100	COORDINATION						
110	Site Visits						
	Project Engineer	36	3.00	0%	38.00	114.00	\$ 4,104.00
120	Monthly Report						
	Project Engineer	28	3.00	0%	38.00	114.00	\$ 3,192.00
	Word Processor	28	3.00	0%	13.00	39.00	\$ 1,092.00
130	Meetings						
	Project Engineer	36	3.00	0%	38.00	114.00	\$ 4,104.00
140	Final Report						
	Project Engineer	8	3.00	0%	38.00	114.00	\$ 912.00
	Word Processor	8	3.00	0%	13.00	39.00	\$ 312.00
150	N/A						
160	Full time field technician						
	Testing Technician	2427	3.00	0%	19.00	57.00	\$ 138,339.00
161	Soils Inspector	520	3.00	0%	19.00	57.00	\$ 29,640.00
170	Sample Pickup	48				150.00	\$ 7,200.00
180	On-call technician, additional hours	50	3.00	0%	19.00	57.00	\$ 2,850.00
200	SOILS TESTS						
210	Field Technician - field testing						See Task 160
220	Laboratory Moisture Density (proctor)	37				220.00	\$ 8,140.00
230	Sieve Analysis	37				108.00	\$ 3,996.00
240	R-Value	1				254.00	\$ 254.00
250	Percent of Wear	1				146.00	\$ 146.00
260	Plasticity Index	37				88.00	\$ 3,256.00
270	Sulfate content	29				57.00	\$ 1,653.00
280	Fractured Faces	1				85.00	\$ 85.00
290	Swell Potential	19				70.00	\$ 1,330.00
300	CONCRETE TESTS						
310	Field Technician - field testing						See Task 160
320	Compressive Strength	46				57.00	\$ 2,622.00
400	ASPHALT CONCRETE						
410	Field Technician - field testing						See Task 160
420	Extraction/Gradation	38				190.00	\$ 7,220.00
430	Maximum Theoretical Specific Gravity	19				98.00	\$ 1,862.00
440	Unit Weight and Thickness of cores	95				75.00	\$ 7,125.00
450	Marshall Series	19				206.00	\$ 3,914.00

Estimated Total Fee:	\$ 233,348.00

Note: Overtime will be charged at 1.5 times the hourly rate

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: John O'Connell, P.E.

Exhibit E - 1
Invoice

Invoice Date:
Project No.:
Invoice No.:
Invoice Period

Material Inspection and Testing Services
Alexander Road / Hualapai Way Road Improvements Project

Task No.	Description	Project Engineer			Full Time Technician			On - Call Technician			Word Processor			Sampling Trips			Laboratory Tests			Fee This Period
		This Period	Involved To Date	Remaining	This Period	Involved To Date	Remaining	This Period	Involved To Date	Remaining	This Period	Involved To Date	Remaining	This Period	Involved To Date	Remaining	This Period	Involved To Date	Remaining	
100	COORDINATION																			
110	Site Visits			36																\$ -
120	Monthly Report			28									28							\$ -
130	Meetings			36																\$ -
140	Final Report			8									8							\$ -
150	N/A																			\$ -
160	Full time field technician						2427													\$ -
161	Soils Inspector						520													\$ -
170	Sample Pickup															48				\$ -
180	On-call testing technician									50										\$ -
200	SOILS TESTS																			
210	Field Technician - field testing	see task 160 and 161																		
220	Laboratory Moisture Density (proctor)																		37	\$ -
230	Sieve Analysis																		37	\$ -
240	R-Value																		1	\$ -
250	Percent of Wear																		1	\$ -
260	Plasticity Index																		37	\$ -
270	Sulfate content																		29	\$ -
280	Fractured Faces																		1	\$ -
290	Swell Potential																		19	\$ -
300	CONCRETE TESTS																			
310	Field Technician - field testing	see task 160 and 161																		
320	Compressive Strength																		46	\$ -
400	ASPHALT CONCRETE																			
410	Field Technician - field testing	see task 160 and 161																		
420	Extraction/Gradation																		36	\$ -
430	Maximum Theoretical Specific Gravity																		19	\$ -
440	Unit Weight and Thickness of cores																		05	\$ -
450	Marshall Series																		19	\$ -
Total \$:		\$ -	\$ -	\$12,312.00	\$ -	\$ -	\$167,979.00	\$ -	\$ -	\$2,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,200.00	\$ -	\$ -	\$41,803.00	\$ -

Total This Period
Less 5% retention
Total Due This Invoice
Total Invoice To Date
Total Budget Remaining

\$ -
\$ -
\$ -
\$ -
\$ 233,348.00

1. Definitions

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

3. Instructions

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.

<u>Block #1</u>	<u>Contracting Entity</u>
<u>Name</u>	TERRACON
<u>Address</u>	16000 College Blvd. Lenexa, KS 66219
<u>Telephone</u>	913-599-6886
<u>EIN or DUNS</u>	42-1249917

Block 2	Description
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.	The Terracon Companies, Inc.	16000 College Blvd.	913-599-6886
2.	(Own 100% of Stock)	Lenexa, Kansas 66219	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

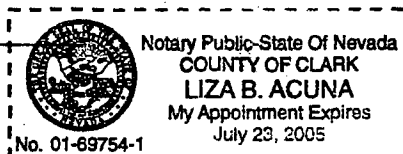
Liza B. Acuna
 Name

9/16/03
 Date

Subscribed and sworn to before me this 16 day of

September, 2001 2003

Liza B. Acuna
 Notary Public



Division	Employee Full Name	Location Description	Principal Status
CE	Levorson, Steven M	Lenexa	A
CE	Denny, Craig K	Lenexa	P
CE	Dvorak, Kent D	Lenexa	P
CE	Koch, David E	Lenexa	P
CE	Marsh, Joseph W	Lenexa	P
CE	Sharma, Lok M	Lenexa	P
CE	Lidholm, Eric H	Columbia	A
EC	Beck, William K	Bettendorf	P
EC	Lyons, Richard A	Bloomington	A
EC	Bucher, Stephen A	Naperville	A
EC	Pavlicek, Robert W	St. Louis	A
EC	Kunz, Eric D	Rockford	A
EC	Thayer, William B	Naperville	A
EC	Harrison, Patrick J	Milwaukee	P
EC	Bradfield, Brett E	Kenosha	A
EC	Peterson, David W	Naperville	A
EC	Jefferis, Keven M	Naperville	P
	Parson, Dean R	Fort Collins	A
	Jobe, Douglas J	Fort Collins	P
EM	Paas, Edward J	Longmont	P
EM	Anderson, Michael E	Wheat Ridge	A
EM	Bolders, John J	Wheat Ridge	A
EM	Broncucia, Philip E	Wheat Ridge	A
EM	Thomas, Daren L	Wheat Ridge	A
EM	Moussallem, Maroun M	Wheat Ridge	P
EM	Israel, L. Daniel	Wheat Ridge	P
HB	Neely, Steven R	Houston	A
HB	Senter, J Kelly	Houston	A
HB	Cobb, C Harold III	Houston	P
HB	Martens, Thomas R	Houston	P
HB	Roberts, Jeffrey C	Houston	P
HB	Burroughs, Kyle J	Dallas	A
HB	Cox, Lyndon J	Dallas	A
	Simpson, Rusty L	Dallas	A
	Barnes, Ralph B	Dallas	P
HB	Covert, Michael E	Dallas	P
HB	Spriggs, Jack L	Dallas	P
HB	Akeman, Kemp E	Fort Worth	A
HB	Johns, Hilary D	Austin	A
HB	Pickett, David L	Austin	A
HB	Bierschwale, James G	Austin	P
HB	Cozart, George D	Austin	P
IA	Gallet, Andre M	Cedar Rapids	P
IA	Brown, Sean D	Des Moines	P
NC	Hagemeister, Michael E	Omaha	A
NC	Prost, Edward D	Omaha	A
NC	Johnson, Paul W	Omaha	P
NC	Svingen, David M	Omaha	P
NC	Waxse, Joseph A	Omaha	P
NC	Breitzman, William J	White Bear Lake	A
NC	Gapinske, August T	White Bear Lake	P
NW	Nebel, Daniel C	Billings	A
NW	Waite, Clair A	Boise	A
NW	Merhar, Michael R	Boise	P

Division	Employee Full Name	Location Description	Principal Status
NW	Peterson, Jerry A	Boise	P
SC	Hawkins, Michael H	Garden City	A
SC	Fischer, Steven R	Wichita	A
SC	Wallace, Kenneth C	Wichita	A
SC	Aldrich, Douglas A	Wichita	P
SC	Schwieger, Kent J	Wichita	P
SC	Wood, Philip D	Oklahoma City	A
SC	Shepherd, Jerry D	Oklahoma City	P
SC	Homan, Michael H	Tulsa	P
SC	Finn, Gerald W	Oklahoma City	P
SE	Lagrow, Timothy G	Nashville	A
SE	Srock, Christopher S	Atlanta	A
SE	Najm, Jamal C	Atlanta	P
SV	Bradley, Gary K	Corporate	A
SV	Hill, Lori H	Corporate	A
SV	Milano, Frank K	Corporate	A
SV	O'Grady, Michael J	Corporate	A
	Richey, Nancy E	Corporate	A
	Warn, Thomas E	Corporate	A
SV	Gaboury, David R	Corporate	P
SV	Herting, Roger R	Corporate	P
SV	Langwell, Kevin F	Corporate	P
SV	Loveridge, Douglas	Corporate	P
SV	Whited, Dennis E	Corporate	P
SW	Turney, Stanley E	Tucson	P
SW	Bowman, Andrew E	Las Vegas	A
SW	Pentony, Kevin J	Las Vegas	A
SW	Ludwig, Ronald R	Las Vegas	P
SW	Clark, Donald R	Phoenix	P
SW	Palmer, Samuel D	Las Vegas	P
TA	Autry, Grant K	Raleigh	A
TA	Perez, David M	Raleigh	A
TA	Hale, Barney C	Raleigh	P
TA	Caldwell, Hugh C	Charlotte	A
	Hyman, Jerry W	Charlotte	A
TA	Schrump, Michael W	Charlotte	A
TA	Bonner, Carl F	Greenville	A
TA	Neel, Robert H Jr	Greenville	A
TA	Pearce, Richard A	Atlanta	P
TS	Barkley, Donald R	Naperville	P

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Alpha Engineering on behalf of Sandra Maserang, owner (southeast corner of Red Coach Avenue and Kevin Way, APN 138-05-203-001) - County (near Ward 4 - Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This request is to connect four single family dwellings located on the southeast corner of Red Coach Avenue and Kevin Way. The owner proposes to connect to an existing 8" sewer line located in Red Coach Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

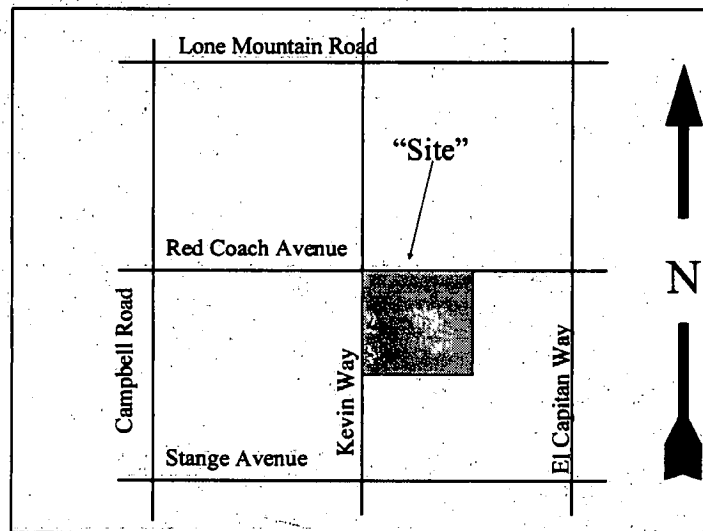
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT ALPHA ENGINEERING ON BEHALF OF
SANDRA MASERANG, OWNER (SOUTHEAST CORNER OF RED
COACH AVENUE AND KEVIN WAY, APN 138-05-203-001)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 27th day of January, 2004, 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 Sandra Maserang (approximately 2.5 acres -- vacant land; Parcel No. 138-05-203-001 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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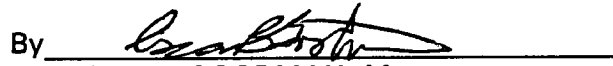
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

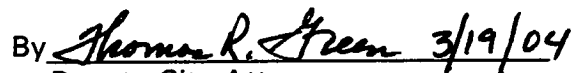
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  3/19/04
Deputy City Attorney

S&T ESTATES
PARCEL NO. 138-05-203-001
TOTAL PARCEL ACREAGE= 2.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7.4 MILES FROM SITE.

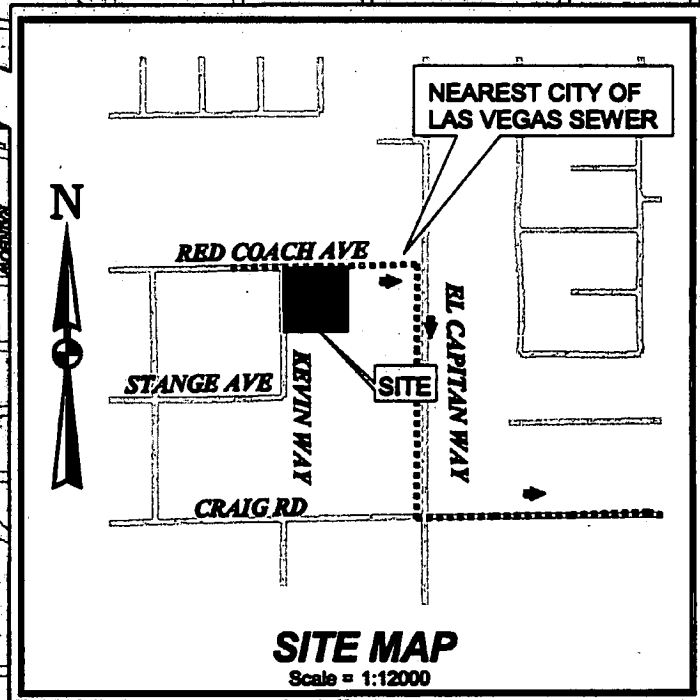
UNINCORPORATED COUNTY

CITY OF NORTH LAS VEGAS

Nearest City of Las Vegas Sewer

CITY OF LAS VEGAS

Nearest C.C.W.R.D sewer



Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - P.R.E. Engineers on behalf of Serenity Brook Estates, owners (south of Washburn Road, west of Juliano Road, APNs 125-32-701-013, 125-32-701-014, and 125-32-701-015) - 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 20 single family dwellings located on the southwest corner of Hammer Lane and Riley Street. The owners propose to connect and extend to the western edge of the development in El Capitan Way an existing 8" sewer line located in La Madre Avenue. 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 signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

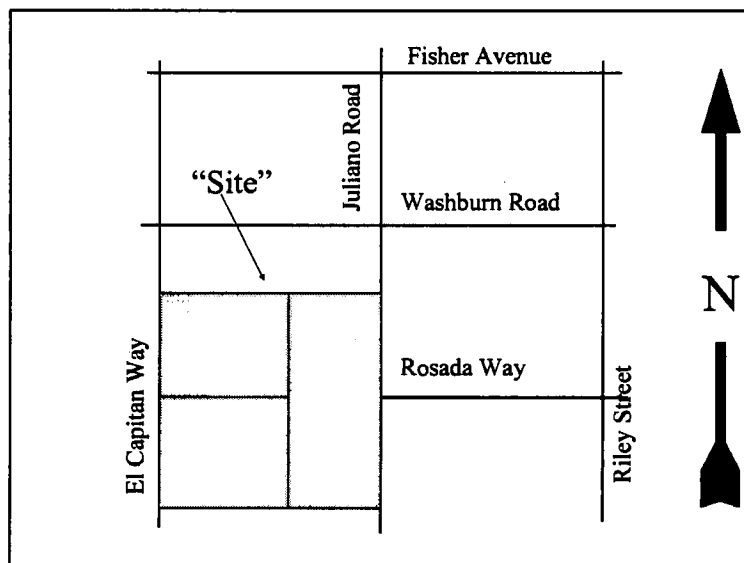
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – P.R.E. ENGINEERS ON BEHALF OF
SERENITY BROOK ESTATES, OWNERS (SOUTH OF WASHBURN
ROAD, WEST OF JULIANO ROAD, APNS 125-32-701-013, 125-32-701-
014, AND 125-32-701-015)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of February, 2004, 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 Serenity Brook Estates, LLC (approximately 10.0 acres -- vacant land; Parcel No. 125-32-701-013, 014, and 015 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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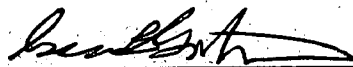
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

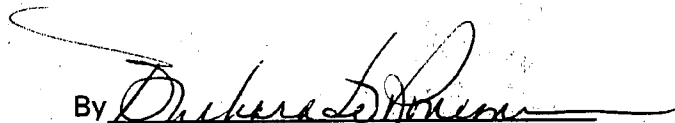
CLARK COUNTY WATER RECLAMATION DISTRICT

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  3/19/04
Deputy City Attorney

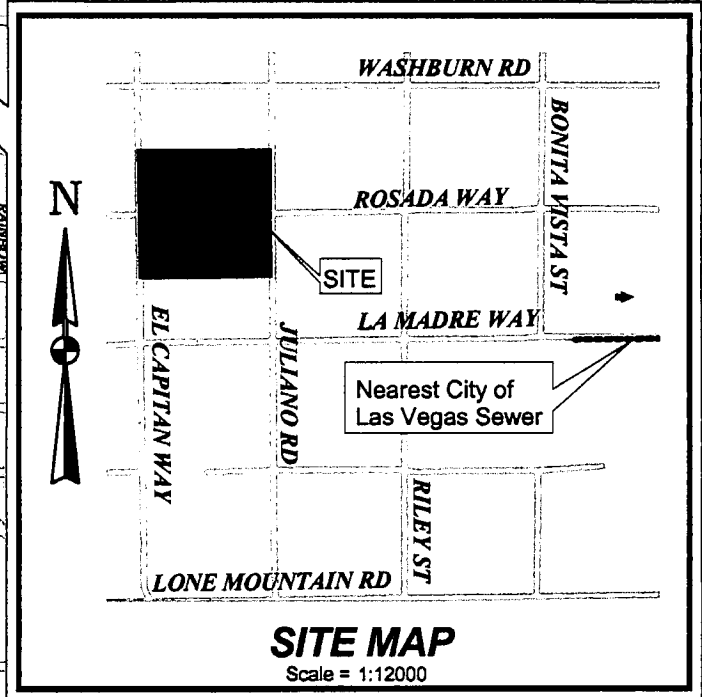
SCENIC BROOK ESTATES
 PARCEL NO. 125-32-701-013, 014, 015
 TOTAL PARCEL ACREAGE= 10.0 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 7.9 MILES FROM SITE.

UNINCORPORATED
 COUNTY

CITY OF
 NORTH
 LAS VEGAS

CITY
 OF
 LAS VEGAS

Nearest C.C.W.R.D
 sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jennifer Doody, P.E. on behalf of Farm & Rainbow LLC, owners (north of Farm Road, east of Rainbow Boulevard, APN 125-14-201-008) - 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 10 single family dwellings located north of Farm Road, east of Rainbow Boulevard. The owners propose to connect to an existing 24" sewer line 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 applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

AGENDA MEMO

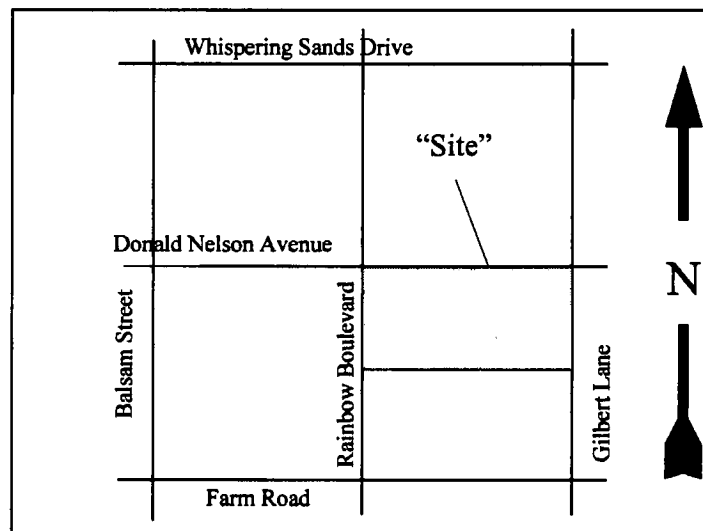
CITY COUNCIL MEETING DATE: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT –**

**JENNIFER DOODY, P.E. ON BEHALF OF FARM & RAINBOW LLC, OWNERS
(NORTH OF FARM ROAD, EAST OF RAINBOW BOULEVARD, APN 125-14-201-008)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of February, 2004, 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 Farm & Rainbow LLC (approximately 4.7 acres -- vacant land; Parcel No. 125-14-201-008 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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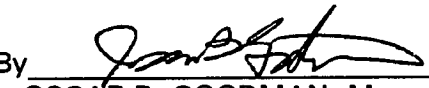
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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

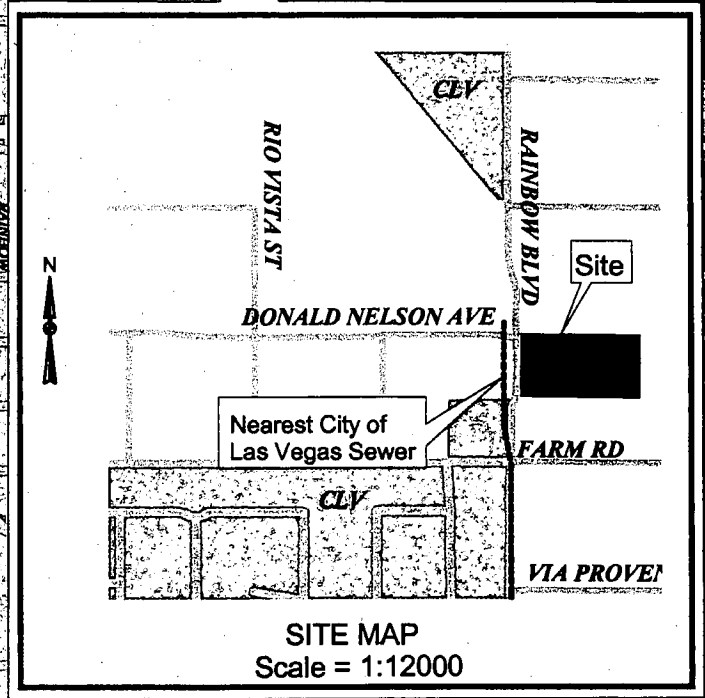
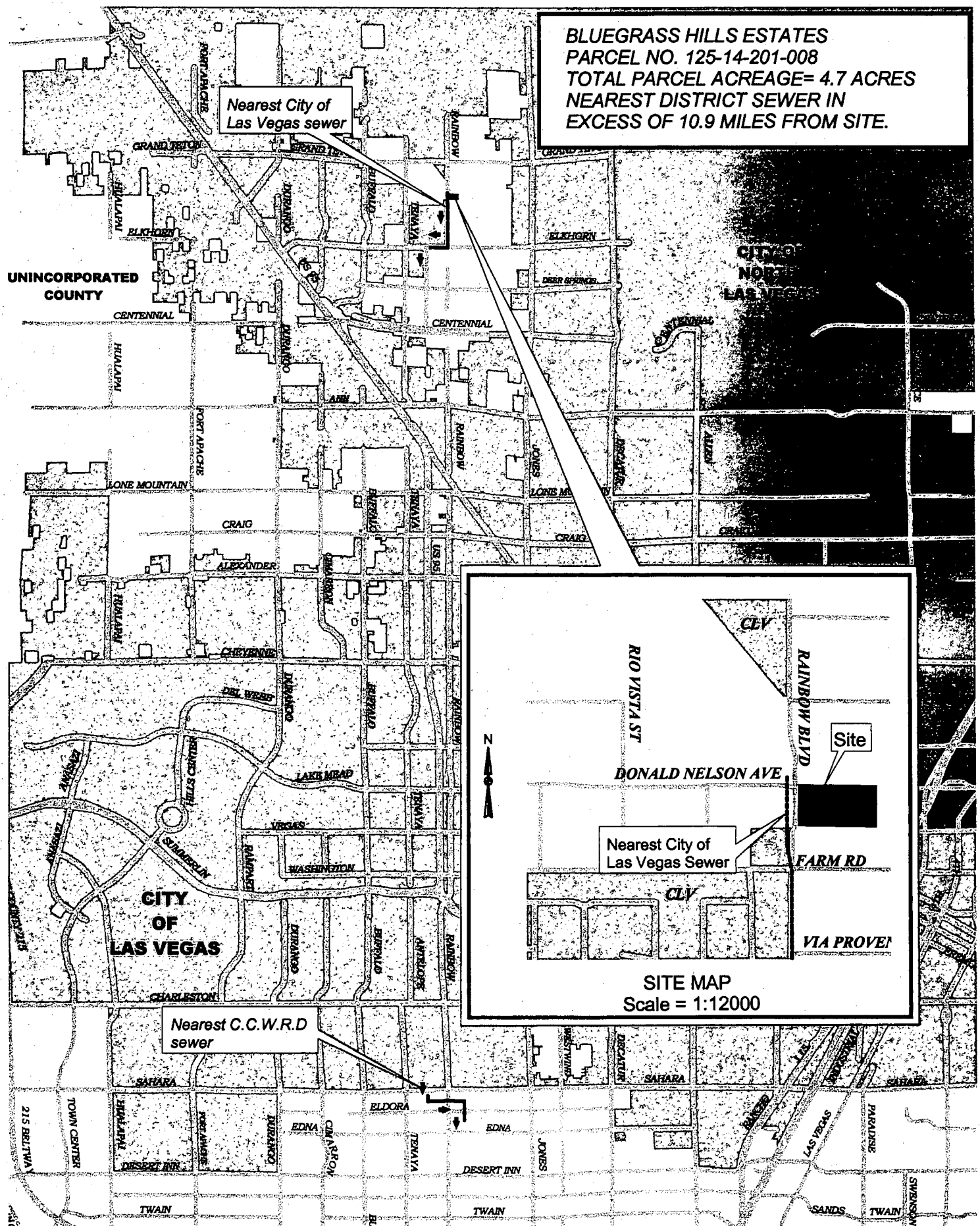
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  3/19/04
Deputy City Attorney

BLUEGRASS HILLS ESTATES
 PARCEL NO. 125-14-201-008
 TOTAL PARCEL ACREAGE= 4.7 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 10.9 MILES FROM SITE.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement with Clark County for construction of road improvements on Tenaya Way (Northern Beltway To Elkhorn Road) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/SID

Funding Source:

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, sidewalk, streetlights, residential and commercial driveways, sewer mains and laterals, and water mains and laterals in connection with the City's Capital Improvement Project along Tenaya Way. Clark County will reimburse the City through the sale of bonds in conjunction with the County's SID No. 145 Tenaya Way (Northern Beltway to Elkhorn Road).

RECOMMENDATION:

It is recommended that the City Council approve this Agreement.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

**INTERLOCAL AGREEMENT
SPECIAL IMPROVEMENT DISTRICT NOS. 145 AND 1490
TENAYA WAY (NORTHERN BELTWAY TO ELKHORN ROAD)**

THIS AGREEMENT, made and entered into this 17th day of February, 2004, by and between the COUNTY OF CLARK (hereinafter the "COUNTY") a political subdivision of the State of Nevada, and the CITY OF LAS VEGAS (hereinafter the "CITY") a municipal corporation of the State of Nevada (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, NRS 277.180(2)(a) and (b) authorize any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use of road construction and other public works for their mutual benefit; and

WHEREAS, pursuant to NRS 373.140, et seq., a project for the design, construction, acquisition of necessary rights-of-way, and installation of traffic control devices, with full roadway and drainage improvements, including continuous left turn lane or median islands, or any combination thereof, in that segment of Tenaya Way that extends from the Northern Beltway on the south, to the centerline of Elkhorn Road on the north, which segment lies partially within the unincorporated boundaries of the COUNTY and partially within the corporate boundaries of the CITY (hereinafter the "PROJECT") was approved for funding by the Clark County Regional Transportation Commission (hereinafter "RTC") on the 11th day of October, 2001, and supplemental funding was approved by the RTC on the 12th day of September, 2002; and

WHEREAS, the interlocal contract approved by the RTC authorizes such funding and designates the CITY as the public body which has the primary responsibility of administering the PROJECT and authorizes certain ancillary basic improvements that shall consist of a pavement section eight (8) feet wide on either side of the travel lanes, curbs and gutters, sidewalks, streetlights, sanitary sewer laterals, potable water laterals, sanitary sewer collection main and

potable water distribution main to be constructed, installed and financed in conjunction with the PROJECT by either the COUNTY or the CITY by way of a special improvement district; and

WHEREAS, to facilitate the PROJECT, pursuant to NRS 271 et seq., the COUNTY is in the process of creating Special Improvement District No. 145 (hereinafter "SID 145") to fund that portion of the PROJECT which lies within the unincorporated boundaries of the COUNTY; and

WHEREAS, to facilitate the PROJECT, pursuant to NRS 271 et seq., the CITY is in the process of creating Special Improvement District No. 1490 (hereinafter "SID 1490") to fund that portion of the PROJECT which lies within the boundaries of the CITY; and

WHEREAS, NRS 271.330 authorizes any public body in the State of Nevada that is improving or acquiring by way of a special improvement district, any project, or any interest therein, that is authorized by NRS 271.265, to include within such district any portion of the proposed project that lies without the jurisdictional boundaries of such public body if (i) the inclusion of such portion in the project results in general benefits to the public body in which such portion is situated and in special benefits to the assessable lots and parcels of property therein that will be assessed for their proportionate shares of the costs and expenses that are incurred in improving and acquiring such project and (ii) such other public body consents in writing to the exercise, on its behalf and on behalf of such lots and parcels, of all of the powers that are specified in NRS 271.265 and 271.270 and are necessary or appropriate for the construction, installation and financing of such portion;

WHEREAS, the Parties desire, by this Agreement, to memorialize their understandings with respect to such inclusion and exercise.

NOW THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained, and of the other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby agree as follows:

COUNTY AGREES:

1. To initiate SID 145 pursuant to the provisions of NRS 271 et seq. in connection with those portions of the PROJECT located within the unincorporated boundaries of the COUNTY, to fund street improvements, consisting of an eight (8) foot wide standard street pavement section, curb and gutter, sidewalk, streetlights, driveway approaches, sewer and water laterals, and sewer and water mains (hereinafter "COUNTY SID IMPROVEMENTS");

2. Pursuant to the creation of SID 145 by the COUNTY, to allow the CITY to construct the COUNTY SID IMPROVEMENTS within the unincorporated boundaries of the COUNTY.

3. Pursuant to the creation of SID 145 by the COUNTY, to reimburse the CITY for the construction costs of the COUNTY SID IMPROVEMENTS in an amount not to exceed approximately \$239,156.90. The actual construction costs the COUNTY reimburses the CITY shall be based on the contract bid prices awarded for the PROJECT and calculated quantities of said COUNTY SID IMPROVEMENTS, as calculated by the COUNTY. COUNTY shall not reimburse the CITY prior to COUNTY's receipt of the proceeds from the sale of special improvement district bonds issued in connection with SID 145.

4. Pursuant to the creation of SID 145 by the COUNTY, to reimburse the CITY for its incurred design and construction engineering costs associated with the COUNTY SID IMPROVEMENTS in an amount not to exceed \$40,656.67 (seventeen percent (17%) of the construction cost calculated in Paragraph 3 above), or an amount equal to the total engineering costs for the PROJECT multiplied by the ratio of the COUNTY SID IMPROVEMENTS' construction costs to the total construction costs of the PROJECT, whichever is less. COUNTY shall not reimburse the CITY prior to COUNTY's receipt of the proceeds from the sale of special improvement district bonds issued in connection with SID 145.

5. To consent to the exercise, by the CITY, of such powers as are necessary to obtain the necessary rights-of-way and to award the PROJECT pursuant to NRS 271.335 and NRS 338.147 for the COUNTY SID IMPROVEMENTS, with the COUNTY's concurrence.

6. Following the completion of the construction of the PROJECT and final acceptance of such construction by the COUNTY and the CITY, the COUNTY shall assume responsibility for any maintenance and/or repairs that are necessary to protect the COUNTY SID IMPROVEMENTS and provide a safe and functional facility for that portion of the PROJECT, which lies within the unincorporated boundaries of the COUNTY, excepting therefrom, the main line storm drain pipe and sewer and water main extensions which shall remain the responsibility of the CITY or of the Las Vegas Valley Water District.

CITY AGREES:

1. To design, obtain the necessary rights-of-way, perform contract administration, and construct the PROJECT in accordance with the Regional Transportation Policy and Procedures Manual. Said PROJECT shall more particularly consist of asphaltic concrete pavement, drainage improvements, curb and gutter, sidewalk, driveway approaches, street lighting, traffic signals, traffic controls, medians, storm drainage facilities, sewer and water laterals and mains, and pavement markings (hereinafter "PROJECT IMPROVEMENTS").

2. To advertise and award the PROJECT pursuant to the NRS 271.335 and NRS 338.147.

3. To provide the COUNTY with the CITY's recommendation of award to the best bidder.

4. To provide the COUNTY with final bidding plans, bid abstracts, bid documents, signed contracts, and any other materials as necessary for the COUNTY to make an informed decision in the awarding of the contracts for the construction of the COUNTY SID IMPROVEMENTS.

5. To allow the COUNTY to review the construction of the PROJECT and provide comments to the CITY as to the acceptability of the PROJECT construction to the COUNTY.

6. Following the completion of the construction of the PROJECT and the final acceptance of such construction by the CITY and the COUNTY, the CITY shall assume

responsibility for any maintenance and/or repairs that are necessary to protect the PROJECT IMPROVEMENTS, excepting therefrom the COUNTY SID IMPROVEMENTS, and to provide a safe and functional facility for that portion of the PROJECT, which lies within the boundaries of the CITY, including the main line storm drain pipe and sewer and water main extensions regardless of location (unless otherwise assumed by the Las Vegas Valley Water District) as described in paragraph 6 page 4.

IT IS MUTUALLY AGREED:

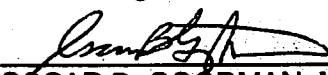
1. That those portions of the PROJECT which lie outside the jurisdictional boundaries of the CITY are of general benefit to the COUNTY parcels and inures special benefits to the assessable lots and parcels of property therein that will be assessed for their proportionate shares of the costs and expenses that are incurred in improving and acquiring such PROJECT.
2. Final project costs will be formalized once construction is substantially complete and a final assessment roll filed for SID 145, Tenaya Way (Northern Beltway to Elkhorn Road).
3. If, after the public hearing as to the propriety and advisability of constructing and installing the COUNTY SID IMPROVEMENTS within the unincorporated boundaries of the COUNTY, the Board of County Commissioners determines that it is not in the public interest that the COUNTY SID IMPROVEMENTS be constructed and installed, the COUNTY shall notify the CITY of such determination, and all of the obligations of both the COUNTY and the CITY under this Agreement shall thereupon terminate.
4. This Agreement shall become effective upon the later of the date on which the Board of County Commissioners of the COUNTY approves the execution hereof on the part of the COUNTY or the date on which the CITY Council approves the execution hereof on the part of the CITY and shall remain in full force and effect until the date on which all of the assessments that are levied upon the Parcels have been paid in full, including principal, interest, penalties and collection costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action:

3-3-04

City of Las Vegas

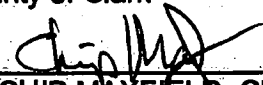
By: 

OSCAR B. GOODMAN, Mayor

Date of Commission Action:

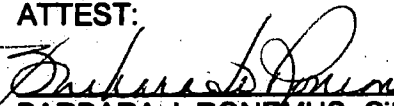
February 17, 2004

County of Clark

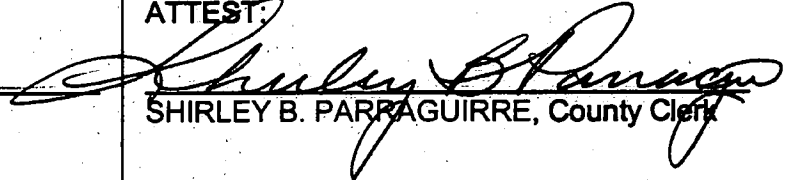
By: 

CHIP MAXFIELD, Chairman
Board of County Commissioners

ATTEST:


BARBARA J. RONEMUS, City Clerk

ATTEST:


SHIRLEY B. PARRAGUIRRE, County Clerk

Approved As To Form And Legality:


MADELINE L. DIEKMANN-DICICCO,
Deputy City Attorney

Approved As To Form And Legality:


MARK WOOD, Deputy District Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Integration/Programming Services Agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities (\$3,885,770 - Sanitation Fund) - County

Fiscal Impact

☐

No Impact

Amount: \$3,885,770

☒

Budget Funds Available

Dept./Division: Public Works/Environmental

☐

Augmentation Required

Funding Source: Sanitation Fund

PURPOSE/BACKGROUND:

The City desires to approve a professional service agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities.

RECOMMENDATION:

The Director of Public Works recommends that the City Council approve this agreement with Honeywell, Inc.

BACKUP DOCUMENTATION:

Integration/Programming Services Agreement

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

**INTEGRATION/PROGRAMMING SERVICES AGREEMENT
FOR OPERATIONAL IMPROVEMENT, STANDARDIZATION AND
INFRASTRUCTURE PROGRAM**

THIS AGREEMENT is made and entered into this 3 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and HONEYWELL, INC., (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to implement an operational improvement, standardization and infrastructure program at various water pollution control facilities owned and operated by the City (herein the "Project"); and

WHEREAS, the City desires to retain a qualified integrator who will be responsible for providing the integration/programming services more fully described below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an integrator/programmer 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 and generally accepted within the integration/programming 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, specifications, standards, models, programs, diagrams, screens, printouts, procedures, and outlines 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 Jason A. Moore, Operations 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, specifications, standards, models, programs, diagrams, screens, printouts, procedures, and outlines furnished by the Consultant within fourteen (14) 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, standards, models, programs, diagrams, screens, procedures, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Three Million Eight Hundred Eighty-Five Thousand Seven Hundred Seventy Dollars (\$3,885,770.00) as the total funding 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 time and material costs not to exceed the lump sum amount attributable to each completed task and, if applicable, each subtask, set forth in Exhibit "A" which the Consultant has been authorized to proceed with in writing by the City's representative. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payment for the completion of all of the tasks by the Consultant shall not exceed Three Million Five Hundred Forty-Eight Thousand Ninety-Five Dollars (\$3,548,095.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the 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 Three Hundred Thirty-Seven Thousand Six Hundred Seventy-Five Dollars (\$337,675.00) without the prior written approval of the City.

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

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

7.06 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the

plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 Release of Retention. Upon completion by the Consultant of each basic service task required under this Agreement, and the acceptance of such completed task by the City (which acceptance will not be unreasonably withheld), as evidenced by the issuance of an acceptance letter, the Consultant will, within forty-five (45) days, be paid the balance of any money due for the completion of the task, including the retained percentages.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The parties hereto have agreed to a general performance schedule (herein the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. No later than ten (10) days after the Consultant receives the written notice to proceed from the City's Representative for a specific task, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") for the authorized task. The Detailed Performance Schedule shall identify in more detail the actual time for the completion of the authorized task. The Detailed Performance Schedule for the authorized task is hereby incorporated herein as a part of this Agreement, and the Consultant shall be obligated to complete the task by the deadlines set forth therein. 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 (14) days for each document that is to be reviewed by the City.

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

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted

accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission

of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

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

10.03 Termination for Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

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

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

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

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services

of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

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

10.04 Ownership of Documents. Any and all plans, drawings, specifications, standards, models, programs, diagrams, screens, printouts, procedures, plans outlines, 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, standards, models, programs, diagrams, screens, printouts, procedures, plans, outlines and other documents related to this Agreement not in its possession. The plans, drawings, specifications, standards, models, programs, diagrams, screens, printouts, procedures, plans outlines 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:

David Mendenhall
Environmental Manager
City of Las Vegas - WPCF
6005 E Vegas Valley
Las Vegas, Nevada 89142

Fax: (702) 641-9738

TO CONSULTANT:

Jason A. Moore
Operations Manager
Honeywell, Inc.
555 Zang Street – Ste. 200
Lakewood, CO 80228

Fax: (303) 987-6150

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

10.20 Dispute Resolution.

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

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

B. Non-Fee Disputes. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for

resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

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

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

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

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

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

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

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of August 8, 2002.

...
...
...

IN WITNESS WHEREOF, the parties have caused this Engineering Design 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. Irvain 2-13-04
Deputy City Attorney Date


By: K. Scott Perrin
Its: General Manager

"Consultant"

EXHIBITS

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



Exhibit "A"

Scope of Services

1 Overview

1.1 Introduction

This document describes the scope of work for Honeywell-PAI to provide Process Control Engineering Support (PCE), Programmable Logic Controller (PLC) and Human Machine Interface (HMI) programming, network support, implementation, testing and associated services, for the City of Las Vegas Environmental Division.

The work will be performed at the following three facilities:

- a. The Water Pollution Control Facility's main plant (WPCF)
- b. The Bonanza/Mojave Facility (BOMO)
- c. The Northwest Water Resource Center (NWWRC)
- d. The Lone Mountain Lift Station (LMLS)

For each facility, Honeywell-PAI will provide the City with a complete and operable process control system capable of operating the WPCF system, as specified in this scope of work. Typical deliverables for the project include integration services; incorporating PLC programming, SCADA development, Utilities & Database work, updating P&ID drawings, testing and startup support, as well as Engineering support and analysis. Every individual Task's schedule, scope of work and deliverables will be reviewed and finalized during the notice-to-proceed meeting.

The scope of services includes the following tasks:

- Migrate systems into the Environmental Division operating standard
- Augment the existing Environmental Division staff with specialty skills and knowledge
- Perform system upgrades to existing systems to current versions and standards
- Implement system improvements from insights and lessons learned from the existing partnership with the Environmental Division
- Execute operational improvements Tasks that will improve the Environmental Division's SCADA system and improve operation response time with enhanced features
- Convert Vendor PLCs to the Environmental Division Standards



1.2 Items required but not covered by this scope:

There are additional costs associated with this effort outside the engineering services and software outlined in this document. Listed below are examples of costs that are not covered by this scope. Every effort will be made to identify and communicate the nature and size of these costs well in advance.

- Any equipment for the project, such as the Lone Mountain PLCs
- Paging equipment and paging service
- Dual Host Service contract with USDATA for Factorylink; any increase to yearly maintenance service contracts
- Environmental Division's staff costs for their participation in this effort



2 SUMMARY OF SCOPE

Every task will require a notice-to-proceed meeting, where the scope, deliverables and draft schedule will be reviewed, before receiving authorization to activate each task.

2.1 ID-01 System Migrations

ID-01.1 Northwest Standardization

Northwest Facility System PLC and Factorylink software rewrite will include reprogramming the 7 NWWRC PLCs and Factorylink into the CLV standards, communication to the 10 vendor PLCs for data acquisition and communication to LVVWD for forecasted flows. Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-01.2 Odor Scrubber Standardization

Odor scrubber PLCs and Factorylink software rewrite will include the reprogramming of the 3 WPCF odor scrubber PLCs into CLV standards, as well as updating the As-built drawings for this system. Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-01.3 3rd Gas Burner Logic

The addition of the new gas burner into WPCF network, as scheduled by expansion planning; will include the addition of a new PLC with the associated PLC & Factorylink programming. This also incorporates the upgrade of the original two Burner PLCs for adding a sequence controller for load sharing. Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-01.4 Flare System Standardization

The Flare system PLC standardization is a rewrite of two existing WPCF PLCs. This will include reprogramming the PLCs with the latest WPCF standards, as well as updating the As-built drawings for this system. Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-01.5 Lone Mountain System

The Lone Mountain Facility will be added into WPCF network for remote control and monitoring of the unmanned Facility. This will include programming the PLC, CLV is responsible for installation as stated in Section 1.2, and the Factorylink will be developed through the WPCF Server. Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.



Projected Scope of Work for System Migrations

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 1.01	☒	☒	☒	☒		☒	☒	☒
ID 1.02	☒	☒	☒	☒	☒	☒	☒	☒
ID 1.03	☒	☒	☒	☒	☒		☒	☒
ID 1.04	☒	☒	☒	☒		☒	☒	☒
ID 1.05	☒	☒	☒	☒	☒	☒	☒	☒



2.2 ID-02 Staff Augmentation

ID-02.1 Plant support

Two-man Plant support for one year will augment plant staffing with the support designated by the CLV project manager. The Plant Support personnel would be responsible for a variety of tasks, including but not limited to; managing the MP2 database, miscellaneous PLC & Factorylink programming, P&ID drawings and engineering support otherwise not itemized scope of work.

ID-02.2 Emergency support

Emergency support will provide 24-hour coverage for one year, via an emergency pager, for PLC and Factorylink emergencies for all three facilities. This will include unexpected PLC or Factorylink downtime, as well as control system emergencies. Any pager costs or service contracts for the emergency support are included in this scope.

ID-02.3 Training

Training of staff on technical and operational control of the system; including PLC, Factorylink and utilities training. This includes providing color training manuals, as well as provide two 8-hour classes for the Maintenance staff on PLC development and troubleshooting & Factorylink development and three 4-hour classes for the Operations group on the modernized SCADA control of the facilities.

ID-02.4 Utility Administration

The utilities are database driven tools that were provided by HPAI during the original contracts, for use with Factorylink, Concept PLC software, AutoCAD, and MP2 Oracle database. Utility Administration and support consists of training the WPCF staff on the utilities, as well as provide administration, management and coordination with the city during the multi-project evolution included in this document.

Projected Scope of Work for Staff Augmentation

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 2.01	☒	☒	☒	☒	☒	☒	☒	☒
ID 2.02	☒	☒					☒	☒
ID 2.03	☒	☒	☒	☒		☒	☒	
ID 2.04			☒	☒		☒	☒	



2.3 ID-03 System Upgrades

ID-03.1 Upgrade Factorylink at WPCF

Upgrade the existing WPCF main facility's Factorylink from Version 6.6 to the latest Version (7.x), using the new 7.x standards. This scope only includes the Factorylink upgrade and any coordination efforts with the Oracle system.

ID-03.2 Upgrade WPCF Factorylink Standards

Upgrade the existing Factorylink standards from Version 6.6 to the latest Version (7.x)

This scope entails updating the standards to the new Factorylink version, testing new standards and documenting any associated coordination efforts required with Oracle and PLC programming due to the version upgrade.

ID-03.3 As-built drawings

Review and update the P&ID drawings at all three facilities. This will include bringing the drawings up to APEX standards with the MP2 data. Review of the final drawing packages and any red-lined drawings will be coordinated through the WPCF Maintenance department and Engineering section.

ID-03.4 Upgrade Factorylink at Northwest

Upgrade the existing NWWRC facility's Factorylink from Version 6.6 to the latest Version (7.x), using the new 7.x standards. This scope only includes the Factorylink upgrade and any coordination efforts with the Oracle system.

ID-03.5 Update Control Strategies

Update the control strategies for consistent and accurate plant operations for the entire WPCF organization. This would include adding the new process flow diagrams (see ID 5.11) to the strategies for an intuitive understanding of the process. All strategies would be documented "AS-IS" and not for future intentions or previous outdated functionality. Deliverables will be documents organized per system, not per PLC, and be structured as operations and technicians both can utilize.

ID-03.6 Upgrade PLC programming version

Upgrade the existing PLC programs to the latest version (2.6), for all 3 facilities. This effort also includes incorporating PLC firmware upgrades and NOE Ethernet Interface firmware upgrades to their respective versions. Also included in this upgrade are coordination efforts with startup and engineering support.

ID-03.7 Contract 28 additional items

Contract 28 project cost includes the addition of 219 new I/O points added to the WPCF network for PLC & Factorylink development (examples are P1 through P4 Primary Skimmers, Dewatering Centrate pumps and P5/P6 Return Structure Sluice gates). Also included is the typical simulation testing (SSDT), updating the PLC/Factorylink system with correct MP2 tags, updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-03.8 Software licenses

Software costs for upcoming projects; including any additional FactoryLink license, Expertune software, and software version upgrades for Cape simulation software.



ID-03.9 Alarm & Event history system

Upgrade Factorylink Alarm and Event history to provide grouping and filtering per system, at all 3 facilities. The system and organizational guideline will be clarified with operations during the task kickoff meeting. At completion of the Alarm & Event history system, operations will be able to filter alarms or events specific to a PLC, System, equipment or time stamp.

ID-03.10 Factorylink Dual SCADA host

Develop the Factorylink Dual Host functionality; with auto fail over feature for improved reliability for all 3 facilities. This scope also entails coordinating oracle efforts so that the database and records will not be impacted during an auto-failover to secondary server scenario. The dual host system will be fully tested before delivery to the field.

ID-03.11 Alarm handling system

Upgrade the Factorylink alarm-handling system, including classifying alarms as critical or non-critical, for all 3 sites. It also implements auto-paging for true critical alarms (see 24 hour emergency support), and paging specific team members based on the type of alarm. This scope includes the paging configuration, testing and coordination efforts with Operation for alarm handling review. The proposed new alarm system will be reviewed with the operations team before final implementation.

ID-03.12 Alarm disable feature

Implement Alarm disable feature into Factorylink at all 3 sites, so that Operations may temporarily disable alarms during equipment downtime. All available alarms will be reviewed and assessed for this feature before work begins. Only noted alarms available for disabling will have the disable option; this feature will not allow critical alarms to be disabled.

ID-03.13 Upgrade Factorylink at BOMO

Upgrade the existing BOMO facility's Factorylink from Version 6.6 to the latest Version (7.x), using the new 7.x standards. This scope only includes the Factorylink upgrade and any coordination efforts with the Oracle system.

ID-03.14 Alarm Banner

Upgrade the Alarm Banner in Factorylink at all 3 sites, at bottom of every Factorylink screen, with Goto Screen Functionality. Double-clicking the alarm banner will take operator to the associated process screen where alarm is present, which will substantially improve operator response time.

ID-03.15 Trending system

Upgrade Factorylink Trend Pen selection to provide grouping and filtering per system, at all 3 facilities. The system and organizational guideline will be clarified with operations during the task kickoff meeting. At completion of the new trend groups and filters, any additional trend groups can only be created by a work request, to maintain structure and minimize database clutter.

ID-03.16 Maintenance security level

Institute Security level 2 for Maintenance, at all 3 sites, to improve High-level security and password control. After level 2 security is in place, there will be 3 levels of security; level-1 for operators, level-2 for Maintenance staff to access communication control and secured screens, and level-3 for full access to Factorylink applications, including start/stop capabilities.



ID-03.17 Master PLC Clock synchronization

Setup a Master Clock PLC for all other PLC's to synchronize their internal clock. PLC Programming and startup coordination efforts are involved for the entire site. One dedicated WPCF PLC will contain the master time, and all other PLCs at all three sites will synchronize daily. Included is the Factorylink communication to the Master Clock for manual fine adjustment or Daylight savings time manual adjustment. PLC Time is primarily utilized for accurate daily totalizers and chemical usage screens.

ID-03.18 Alarm & Event Printing

"Filtered" Alarm and Event History printing capability from Factorylink, will aid Operations during troubleshooting. This will include an alarm and event history print functionality that can print the filtered alarm or events instead of all available alarms or recent events. The filtered print feature will send text formatted, not screen print, alarm or events to the default printer associated with the local Factorylink user settings, reducing ink and paper wastes.

ID-03.19 PLC to Server Clock synchronization

This includes setting up the Master Clock PLC to synchronize with the Factorylink Server on a daily basis. PLC programming and server programming associated with this synchronization so that ALL WPCF sites have coordinated their internal clocks. The WPCF Primary server will then contain the master time, and will auto adjust for daylight savings time throughout the entire site.

ID-03.20 Password entry security

Security Feature on password entry that will indicate "*****" when entering password, therefore enhancing security. The security feature will be upgraded in Factorylink to the three WPCF sites.



Projected Scope of Work for System Upgrades

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 3.01		☒	☒				☒	☒
ID 3.02	☒	☒	☒				☒	☒
ID 3.03			☒	☒		☒	☒	
ID 3.04		☒	☒				☒	☒
ID 3.05	☒			☒		☒	☒	
ID 3.06	☒						☒	☒
ID 3.07	☒	☒	☒	☒		☒	☒	☒
ID 3.08	☒	☒			☒		☒	
ID 3.09		☒	☒					
ID 3.10		☒					☒	☒
ID 3.11		☒	☒				☒	
ID 3.12	☒	☒	☒					
ID 3.13		☒	☒				☒	☒
ID 3.14		☒						
ID 3.15		☒	☒					
ID 3.16		☒						
ID 3.17	☒	☒	☒				☒	
ID 3.18		☒	☒				☒	
ID 3.19	☒	☒	☒				☒	
ID 3.20		☒						



2.4 ID-04 System Improvements

ID-04.1 Power monitoring expansion

Expand power monitoring, analysis and reporting providing the three WPCF sites. Included is PLC programming and SCADA Development, as well as engineering support for specifying the hardware needed for the Motors not presently setup with Power monitoring. Additionally, all power monitoring will be centralized on Factorylink and Oracle for improved reporting and analysis.

ID-04.2 Obsolescence study

An Obsolescence Study that will include research, providing suggestions on upcoming or discontinued products and recommendations for standardizing on products and manufacturers. Primary directive of the study will be reviewing instruments, including motors, pumps and valves, and reporting discontinued and non-standard units. Secondary role will be providing suggestions for standardization for improved reliability and reduced spare parts.

ID-04.3 Summer power saving logic

Develop summer power savings logic to aid operations with the large motors (greater than 50 HP) that are affected by the summer power reduction requirements, which is currently done manually by the operators. This includes PLC programming of affected motors and Factorylink programming to allow Operations to enable and disable power savings features on any specific motor, as deemed necessary.

ID-04.4 Power Restart system

Update and complete the Power Restart logic across all three WPCF sites, working with maintenance and operations for optimal restart settings. This includes PLC programming and additional testing of the system during power loss to verify operational reliability.

ID-04.5 Master Bisulfite Control

Implement the Master Bisulfite and Hypochlorite cascade control system. This will provide auto setpoint adjustment to optimize chemical consumption, and include dual sensors for redundancy, improved accuracy & reliability. Included is PLC and Factorylink programming, IO assignment, placement of additional Analyzers and updating P&IDs impacted by the changes. The finalized new treatment control will be an auto-adjusting system with an improved response time and redundant layout to reduce downtime and consistently meet permit requirements, with little operator intervention.

ID-04.6 Upload PLC procedures

Develop procedure and tool for uploading PLC values, to prevent losing totalizer values and PLC set points during program downloads. In addition, with the upload procedure, maintenance programmers will be trained to ensure they understand the process.



Projected Scope of Work for System Improvements

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 4.01	☒	☒	☒	☒		☒	☒	☒
ID 4.02				☒		☒	☒	
ID 4.03	☒	☒					☒	☒
ID 4.04	☒						☒	☒
ID 4.05	☒	☒	☒	☒	☒	☒	☒	☒
ID 4.06	☒						☒	



2.5 ID-05 Operational Improvements

ID-05.1 Device Interlock Indication

Develop and deploy SCADA indication for Device Interlocks. When PLC programming and Factorylink development is complete, operations will be able to click on any motor/VFD and determine any process interlocks preventing motor to start automatically. A window will popup when the Interlock icon is selected (From the Motor DCI popup) indicating the active interlocks.

ID-05.2 SCADA Web-face

Implement the Web-face application through SCADA, allowing Operations to access control strategies, flow diagrams and drawings which will improve overall operational effectiveness. The motor DCI popup will have an icon for the Web-face application. The Web-face will open a window with associated links to the strategies, flow diagrams and relevant drawings to that device. All links will be integrated with the MP2 tag system.

ID-05.3 Cancelled Action Items

Complete Action Items put-on-hold due to monetary constraints on existing projects. Each individual Action Item will contain its own requirements to be met.

ID-05.4 Reporting

Implementation of a broad Data retrieval system, via Factorylink, that will allow immediate and concise reporting for the 3 facilities. Real-time and historical Reporting will be available, providing across the board legibility, allowing commonality in deciphering information for process improvements. The reporting system will be able to auto generate daily and operational shift reports, including Rounds & Readings data. In addition, a built-in email feature will be available to send reports to any team member. All Reporting features will be reviewed with WPCF staff prior to beginning work and during the development and testing phase to ensure an optimal and value added reporting system.

ID-05.5 Auto-All functionality

Add feature to Factorylink so that Operations can enable a system into full auto mode via one SCADA pushbutton. This Auto-All function, which enables all available equipment to be put into Auto (per system) instead of manually going through multiple screens (i.e. Dewatering, BNR, Filtration), which will reduce operations time and effort when returning a system online. All systems will be reviewed with Operations and the team will assess which equipment and systems will benefit from the Auto-All features, before PLC and Factorylink work begins. Also included is the typical simulation testing (SSDT) and startup/shutdown coordination efforts and CORT & ISAT startup.

ID-05.6 Rounds & Readings

Automate Rounds & Readings to acquire data for all the appropriate measurements stored on the master Oracle database for logging and reporting purposes. This includes providing laboratory data entry, via Factorylink, and adding SCADA screen(s) for daily Rounds & Readings monitoring. Rounds & Readings will be reviewed with Operations and the team will assess which data points will be implemented, before work begins.



ID-05.7 Bio-filter monitoring

Setup a system to monitor bio-filter conditions that will aid the odor control system at WPCF. This includes PLC & Factorylink programming for PLC control of the filter sprinklers, as well as configuring, and testing RS232 communications to the Bio-filter controller. Scope includes providing engineering support and setup for the communication design; however, wiring and any hardware costs are not under this scope.

ID-05.8 PLC & SCADA update with final MP2

Update PLC & SCADA software with current and correct MP2 data. This includes updating Factorylink screens, PLC variable tables and associated Oracle data tables, for all 3 sites.

ID-05.9 Software Control Management

Institute Software control management for Modicon software files, Utilities and the MP2 database system. Included is a checkout policy and management software to control who signs out a file and also manages multi-user access without losing data.

ID-05.10 SCADA Overview

Develop and deploy standards for Overview Graphics. The new Plant and process overview standards will then be used to create or update plant overviews for each of the three WPCF Facilities.

ID-05.11 SCADA Process Flow Diagrams

Develop and deploy standards for Process Flow Diagrams. The Process Flow graphics, developed with Visio, will be designed per system (i.e. BNR, Filtration, etc) for general process and control layout. These will then be used to create overviews for major plant processes that will provide enhanced operational awareness of each system. Additionally, these PFD's will be accessible via Web-face for operations to access from any workstation. Every PFD will be reviewed with operations and maintenance for accuracy and clarity.

ID-05.12 Analog Input redesign

The existing DCI pop-up for Analog inputs will be redesigned to incorporate the dual indication with percent span and Engineering units. This will include PLC and Factorylink changes for the new pop-up, in addition to upgrading the trend pen capabilities to utilize both indicators. The dual indication will also require a FLEX modification for the trending, however the modification will eliminate the dependence of the Utility database requiring an update after a Field scaling change.

ID-05.13 Totalizer redesign

Modify the existing totalizer standard to encompass new time based features, including daily, weekly, monthly & yearly values. This requires creating a new Factorylink DCI pop-up and devicetype and also modifying the PLC logic. Included is the typical simulation testing (SSDT) as well as coordination in the field for startup.



ID-05.14 Barscreen Efficiency review

Conduct efficiency calculations for power and cleaning for the Headworks Barscreens'. After analysis is complete, review with Maintenance group with suggestions before implementation into the field. Efforts will focus on PLC programming optimization and possible additionally wiring or communications to vendor PLC to improve monitoring, forecasting and optimization. Scope includes providing engineering support and programming, however wiring and any hardware costs are not under this scope. A before and after cost analysis, including electricity, maintenance costs, and long term parts replacement will be a final deliverable.

ID-05.15 Standardize Nitrification wasting system

Review existing BNR and Nitrification wasting strategies and develop standards for wasting, following BNR wasting philosophy. Update Nitrification Wasting strategy and PLC & Factorylink programming with the finalized strategy. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-05.16 Chemical usage

Develop Chemical usage data screen in Factorylink, including daily, weekly, monthly & yearly chemical usage for all chemicals used in the plant. One Chemical usage screen will be developed per site, for all 3 sites. PLC and Factorylink programming, simulation testing (SSDT) and startup coordination efforts are included.

ID-05.17 BNR Flow control

This effort modifies the long throat gates at Headworks to modulating gates for flow control to the BNR system. PLC and Factorylink programming will entail a BNR Flow setpoint, with the PLC controlling the position of ALL three headworks gates to maintain optimum flow to BNR, as well as maintain sufficient flow to the primary plant. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-05.18 Master Digester sequencer

This effort will provide additional Factorylink indication and monitoring of the Master Digester sequencer. Additionally, Operations will have control, behind secured screens, to add or remove any Digester building into or out of the Master Sequence. Note, when a Digester building is not on the Master sequencer, it defaults to its local building sequencer. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.



Projected Scope of Work for Operational Improvements

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 5.01	☒	☒	☒				☒	
ID 5.02	☒	☒	☒			☒	☒	
ID 5.03	☒	☒	☒	☒	☒	☒	☒	☒
ID 5.04		☒	☒				☒	
ID 5.05	☒	☒	☒				☒	☒
ID 5.06		☒	☒	☒			☒	
ID 5.07	☒	☒	☒	☒	☒	☒	☒	☒
ID 5.08	☒	☒	☒	☒				
ID 5.09	☒						☒	
ID 5.10		☒						
ID 5.11		☒			☒		☒	
ID 5.12	☒	☒	☒				☒	☒
ID 5.13	☒	☒	☒				☒	
ID 5.14	☒				☒	☒	☒	
ID 5.15	☒	☒	☒	☒	☒	☒	☒	☒
ID 5.16	☒	☒	☒				☒	☒
ID 5.17	☒	☒	☒	☒	☒	☒	☒	☒
ID 5.18	☒	☒					☒	



2.6 ID-06 Standardize Vendor PLC's

ID-06.1 Atlas-Copco rewrite

Reprogram the Atlas-Copco Blower Vendor PLC (1 PLC) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-06.2 Dewatering Centrifuge rewrite

Reprogram the Dewatering Centrifuge Vendor PLCs (3 PLCs) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-06.3 Northwest Vendor system rewrite

Reprogram the NWWRC Vendor PLC (10 PLC) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-06.4 TWAS Centrifuge rewrite

Reprogram the TWAS Centrifuge Vendor PLCs (3 PLCs) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-06.5 Barscreen rewrite

Reprogram the Headworkds Barscreen Vendor PLC (1 PLC) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup.

ID-06.6 Vendor communications

Accessing and upgrading the Vendor communications logic in the PLCs, so that Factorylink can monitor Vendor data provide missing information to operations. Functionality to vendor system will not be impacted, only data acquisition will be setup and Honeywell-PAI should not be held liable for any Vendor non-conformance. Factorylink development and monitoring of the Vendor PLC will be setup and coordinated with operations to minimize any operational impacts. This item will only be utilized if the vendor PLCs are not reprogrammed to the CLV standard.



ID-06.7 Poly Batch rewrite

Reprogram the Dynajet Poly Batching Vendor PLC (1 PLC) to the WPCF standards after reviewing and assessing existing systems and WPCF desired control strategies. PLC and Factorylink will be fully developed and simulated before delivery to field. Also included is the typical simulation testing (SSDT), updating the control strategy documentation, Engineering support, startup/shutdown coordination efforts and CORT & ISAT startup. Hardware costs for Upgrading to the Quantum PLC, from the Momentum PLC, is not covered under this scope, although software development and any engineering cost are included.

Projected Scope of Work for Vendor Standardization

Task ID	PLC Programming	SCADA	Database & Utilities	MP2	I/O changes	P&ID Drawings impacted	Engineering Support	Startup & shutdown coordination
ID 6.01	☒	☒	☒	☒	☒	☒	☒	☒
ID 6.02	☒	☒	☒	☒	☒	☒	☒	☒
ID 6.03	☒	☒	☒	☒	☒	☒	☒	☒
ID 6.04	☒	☒	☒	☒	☒	☒	☒	☒
ID 6.05	☒	☒	☒	☒	☒	☒	☒	☒
ID 6.06	☒	☒	☒				☒	☒
ID 6.07	☒	☒	☒	☒	☒	☒	☒	☒



Exhibit "B"

Additional Scope of Services

1 Discovery and Additional Services

The Discovery Fund will be used to account for unforeseen circumstances that may arise during the course of this project. It will also provide funding for newly identified improvements that result from the IT Assessment. Any request for use of these funds will be submitted in writing by HPAI along with a review of the merits and impact of implementation. These funds will then require written approval from the Division's appointed Contract Manager, before services are provided.

1.1 Change Management:

The owner should be aware of the many actions or inactions on the part of the owner or owner's representatives that may give rise to a change order claim. These include but are not limited to:

- Failure to make the site available at the time and in the condition required by the contract and schedule.
- Ordered extra / removed work.
- Ordered delays / acceleration in schedule or suspensions
- Delayed approval of contractor submissions.
- Defects or delays in owner-furnished items
- Errors or inadequacy of the contract documents
- Failure to coordinate work of third parties
- Failure to grant, or delay in granting, legitimate time extensions
- Unreasonable or mistaken inspection
- Interference with Honeywell's method or sequence of work

Prompt action is Honeywell's duty in the case of a change, delay, or differing site condition. Honeywell must notify the owner of these matters as soon as possible, and request any instructions or clarifications required from the owner. If a situation is serious, preliminary notice should be given in person or by telephone while the written confirmation is being prepared.

Entitlement is based upon contractual rights. Honeywell must first establish from applicable contract provisions that a legitimate claim exists. Honeywell should verify that the matter in question is outside of its scope of responsibility under the contract. Having established this, Honeywell should clearly communicate this entitlement to the owner via the change order request.



Quantification is the determination and substantiation of extra time and compensation for the change order. The contract may address quantification through applicable unit rates, force account provisions, requirements for submission and updating of schedules, and the like. Within the context of any such contract requirements, Honeywell should establish and document the amount of additional time and money that is due, and Honeywell needs to show that this time and cost are linked to and flow from the subject matter of the change order.

2 Six Sigma Plus



2.1 Overview

Six Sigma is one of the most potent strategies ever developed to accelerate improvements in processes, products, and services, and to radically reduce operational and/or administrative costs and improve quality. It achieves this by relentlessly focusing on eliminating waste and reducing defects and variations.

Leading-edge companies are applying this bottom-line enhancing strategy to every function in their organizations -- from design and engineering to manufacturing to sales and marketing to supply management -- for dramatic savings.

Now, Honeywell has developed a new generation of Six Sigma. It's a proprietary system called Six Sigma Plus. This powerful quality strategy was developed through the 1999 merger of the two technology giants, AlliedSignal and Honeywell, both long-time leaders in applying modern methodologies to meeting customer needs.

To emphasize its conviction that the strategy will accomplish high-impact business results, all Honeywell managers, supervisors and other professionals are required to become certified, at least, to the Six Sigma Plus expert level of "Green Belt."™ Certifications for those with higher Six Sigma Plus skills also are part of Honeywell's comprehensive Six Sigma Plus learning program.



So successful has Honeywell been with Six Sigma Plus internally that it now offers its expertise externally to customers and suppliers.

Honeywell customers and suppliers can have traditional and/or interactive access to the company's proven Six Sigma Plus methodologies. Whether they seek a full corporate deployment, want to consult with a Six Sigma Plus expert about a particular problem, attend training classes, participate in an interactive seminar, deploy Master Black Belts™ at their company to improve their processes, or restructure their business around Honeywell's powerful cost-saving principles, Honeywell's Six Sigma Plus can steer them to increased revenue and productivity.

Honeywell's Six Sigma Plus focuses on implementing high impact projects that drive results consistent with the needs and priorities of a business. Its rigorous project selection process is linked to a company's annual operating plan and strategic planning process, with senior management actively involved in project and goal deployment.

Six Sigma Plus methodology (Define, Measure, Analyze, Improve, and Control) is applied to a wide variety of projects -- not only to the elimination of variation in processes. That means Honeywell's Six Sigma Plus umbrella is larger than that of many companies; its skill sets include Lean Enterprise, Activity Based Management, Honeywell Quality Value assessment, Total Productive Maintenance and Growth projects, among others.

2.2 Training

Honeywell PAI will provide the required training for 6 CLV individuals to become Six Sigma Plus certified as Green Belts.

2.3 Green Belt Projects

Honeywell PAI will assist in project charter creation and counsel WPCF through the execution of 2 Six Sigma Greenbelt Projects. These projects will create a detail plan to develop, measure and adjust activities on the path to the stated goal. Honeywell PAI's activities here are limited to project frame work and meeting participation. Other efforts or funding may be required to realize the project charter.

Potential Project charters:

- Achieve ISO – 14001 Environmental Management Systems (EMS) certification
- Develop roadmap to compete for National Wastewater Management Excellence O&M Award (EPA)
- Identify, develop and implement Electronic EPA Report Compilation
- Identify, develop and implement LIMS and SCADA interconnection



Exhibit "C"

Man-Hour Estimates

1 Overview

1.1 Introduction

This document describes the budgeted Man-hours to complete each individual scope of work listed in the main document.

Description of Headings:

PLC: Modicon PLC (Programmable Logic Controller) development and support
 HMI: Factorylink HMI (Human Machine Interface) development and support
 Testing & Startup: Includes simulation, testing & programming startup of the PLC and/or HMI
 CAD: Includes Redlining and Modifying AutoCAD drawings
 Other: Includes Project Management, Startup, control strategy & engineering meetings

ID-01 System Migrations

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-01.01	Northwest Standardization	1304	1272	1032	192	600	4,400
ID-01.02	C-20 Odor Scrubber Standardization	328	324	432	320	328	1,732
ID-01.03	(Future) 3rd Gas burner logic	136	172	92	48	88	536
ID-01.04	Flare System Standardization	96	64	76	72	64	372
ID-01.05	Lone Mountain Integration	24	35	48	-	32	139
	Total	1,888	1,867	1,680	632	1,112	7,179

ID-02 Staff Augmentation

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-02.01	Plant Support	1104	1130	160	1280	840	4,514
ID-02.02	24 Hour Support	432	432	-	-	48	912
ID-02.03	Training	216	216	-	-	176	608
ID-02.04	Utility Administration	40	104	-	-	84	228
	Total	1,792	1,882	160	1,280	1,148	6,262



ID-03 System Upgrades

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-03.01	Upgrade Factorylink to 7.x at WPCF	160	762	120	-	244	1,286
ID-03.02	Upgrade Factorylink Standards to 7.x	144	560	200	-	124	1,028
ID-03.03	Review & correct As-Built Drawings	-	-	-	824	424	1,248
ID-03.04	Upgrade Factorylink to 7.x at NWWRC	96	504	112	-	152	864
ID-03.05	Update Control Strategies	80	40	-	-	484	604
ID-03.06	Upgrade PLC programming to Concept 2.6	464	-	-	-	64	528
ID-03.07	C28 Additional Items	224	152	84	-	80	540
ID-03.08	Purchasing software licenses for CLV	-	-	-	-	-	N/A
ID-03.09	Upgrade alarm & event history to provide grouping & filtering	-	386	-	-	84	470
ID-03.10	Factorylink Dual SCADA host	-	240	168	-	108	516
ID-03.11	Upgrade Alarm Handling, including auto-paging	-	120	80	-	148	348
ID-03.12	Alarm Disable Feature	64	72	56	-	80	272
ID-03.13	Upgrade Factorylink to 7.x at BOMO	20	168	40	-	12	240
ID-03.14	Alarm Banner Goto Screen functionality	4	214	-	-	56	274
ID-03.15	Upgrade Trend Pens to provide grouping & filtering	-	168	-	-	64	232
ID-03.16	Institute security level 2 in Factorylink for Maintenance staff	-	156	-	-	40	196
ID-03.17	Master Clock Synchronization for PLC's	240	16	16	-	32	304
ID-03.18	"Filtered" Alarm and Event History printing	-	114	16	-	28	158
ID-03.19	PLC to Server Time Synchronization (addition to 3.17)	60	54	40	-	40	194
ID-03.20	Security feature on password entry	-	32	-	-	-	32
	Total	1,556	3,758	932	824	2,264	9,334



ID-04 System Improvements

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-04.01	Expand Power Monitoring across the enterprise	344	132	144	-	80	700
ID-04.02	Obsolescence Study	-	80	-	-	526	606
ID-04.03	Develop logic for starting motors affected by summer power savings	320	120	120	-	98	658
ID-04.04	Update and complete Power Restart logic	400	-	82	-	128	610
ID-04.05	Master Bisulfite Cascade Control	44	12	56	16	56	164
D-04.06	Upload PLC values procedure	40	-	40	-	40	154
Total		1,148	344	442	16	942	2,892



ID-05 Operational Improvements

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-05.01	Develop and deploy SCADA Indication for Interlock details	404	280	80	-	160	924
ID-05.02	Update and deploy Web-Face for SCADA/MP2 interface	96	324	128	40	208	796
ID-05.03	Cancelled Action Items (Appendix B)	200	200	68	-	72	540
ID-05.04	Improved Reporting, including auto-report on demand	40	218	160	-	132	550
ID-05.05	Add Auto-All function to process systems	144	42	118	-	158	462
ID-05.06	Complete and deploy Rounds & Readings functionality	20	200	104	-	144	468
ID-05.07	Setup system to monitor bio-filter conditions	106	30	120	-	58	314
ID-05.08	Update PLC & SCADA software with current MP2 data	128	64	16	-	96	304
ID-05.09	Institute Software Control Management	16	16	8	-	248	288
ID-05.10	Develop and deploy a standard for Overview Graphics	-	198	40	-	76	314
ID-05.11	Develop and deploy a standard for Process Flow Graphics	-	42	8	-	172	222
ID-05.12	Analog Input Full scale engineering range for DCI pop-up from PLC, including FLEX update for analog input ranges	146	30	-	-	50	226
ID-05.13	Deploy Standardization for ALL totalizers with DCI & PLC logic	144	32	8	-	44	228
ID-05.14	Conduct Efficiency calcs for power & cleaning Barscreens	16	-	8	-	120	144
ID-05.15	Deploy Standardization for Nitrification Wasting	52	38	24	-	40	154
ID-05.16	Develop and deploy Chemical Usage Data Screen	16	36	-	-	24	76
ID-05.17	Change long throat gates to modulating gates for BNR flow control	28	28	-	-	20	76
ID-05.18	Add more status to Master Digester Sequencer screen	8	8	8	-	-	24
Total		1,564	1,786	898	40	1,822	6,110



ID-06 Standardize Vendor PLC's

Item	Description	PLC	HMI	Testing & Startup	CAD	Other	Total Hours
ID-06.01	Develop and deploy Standardization for Atlas-Copco PLC	490	154	226	-	356	1226
ID-06.02	Develop and deploy Standardization for Dewatering Centrifuge PLC's	376	124	176	-	256	932
ID-06.03	Develop and deploy Standardization for Northwest Vendor PLC's	324	104	172	-	248	848
ID-06.04	Develop and deploy Standardization for TWAS Centrifuge PLC's	264	64	120	-	224	672
ID-06.05	Develop and deploy Standardization for Barscreen PLC's	264	64	120	-	224	672
ID-06.06	Upgrade communications logic on Vendor PLC's	192	40	56	-	128	416
ID-06.07	Develop and deploy Standardization for Poly Batch PLC	136	44	72	-	88	340
Total		2,046	594	942	-	1,524	5,106

**Exhibit "D"****Cost Derivative and Hourly Fee Schedule****1 Overview**

This document describes the cost derivative and the associated Hourly fee schedule for all work involved, listed in the main document. General scope of services will be reported, approved and invoiced on a monthly basis. Hours worked are billed at a flat rate, regardless of timing. No overtime or holiday rates apply

1.1 Cost Derivative

- Cost Derivate details: See Attachment D-1

1.2 Hourly Fee Schedule

Below is the proposed rate schedule from 2004 through 2008.

Rates will be assessed and submitted to the City of Las Vegas for approval once a year in the first quarter. Any changes to project staff assignments will also be submitted to the City of Las Vegas for rate and personnel approval.

The Staff merit increase is allotted to provide an efficient and fair way to budget for yearly rate increases. As described above, any rate increases will be approved by the City. This multiyear planning approach allows budgeting for the increase without affecting task-based budgets.

	2004	2005	2006	2007	2008
CAD D1	\$ 45.00	\$ 45.00	\$ 50.00	\$ 50.00	\$ 50.00
CAD D2	\$ 50.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 55.00
CAD D3	\$ 55.00	\$ 55.00	\$ 65.00	\$ 65.00	\$ 65.00
HMI E4	\$ 75.00	\$ 77.00	\$ 80.00	\$ 80.00	\$ 80.00
HMI E5	\$ 80.00	\$ 85.00	\$ 87.00	\$ 87.00	\$ 87.00
HMI E6	\$ 85.00	\$ 90.00	\$ 92.00	\$ 95.00	\$ 95.00
PLC E4	\$ 75.00	\$ 77.00	\$ 80.00	\$ 80.00	\$ 80.00
PLC E5	\$ 80.00	\$ 85.00	\$ 87.00	\$ 87.00	\$ 87.00
PLC E6	\$ 90.00	\$ 95.00	\$ 97.00	\$ 97.00	\$ 97.00
PLC E7	\$ 95.00	\$ 97.00	\$ 100.00	\$ 100.00	\$ 100.00
PM M1	\$ 105.00	\$ 105.00	\$ 105.00	\$ 110.00	\$ 110.00
PM M2	\$ 120.00	\$ 120.00	\$ 120.00	\$ 130.00	\$ 130.00
ADM A1	\$ 35.00	\$ 35.00	\$ 37.00	\$ 37.00	\$ 37.00
ADM A2	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00



1.3 Manpower loading

The HPAI Project Manager and the City assigned Project Coordinator will collaborate to schedule upcoming projects to best utilize team talents, minimize operational impacts and provide balanced manpower loading.

To complete the project in a timely and cost effective manner, the team will typically work on an hourly basis, not to exceed 40 hours each week. In the event that a project is time critical, or may impact operations, this may warrant additional hours over 40 to complete the critical items.

1.3.1 Staffing Plan

With forecasted schedule levels the project manpower schedule and demobilization Plan is as follows:

Stan Spence present thru 01/01/09

Ron Naldoza present thru 01/01/09

Thor Gardner present thru 07/01/08

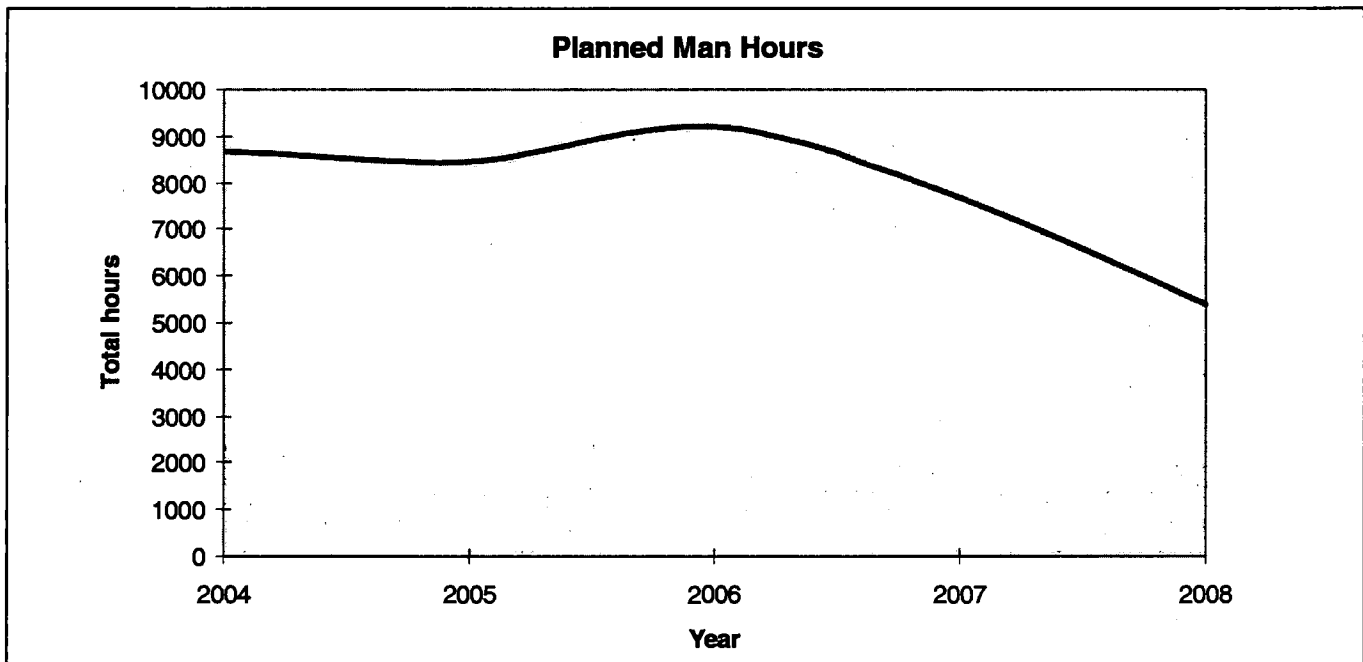
Kevin James present thru 07/01/04

Jason Moore 01/01/04 thru 01/01/09

Possible additional resources needed:

CAD – TBD

PLC – TBD



Cost Derivative Summary										
Part 1 - General										
1. Grantee City of Las Vegas	1. Grant Number									
3. Name of Contractor or Subcontractor Honeywell-PAI	4. Date of Proposal 2/4/2004									
5. Address of Contractor or Subcontractor 6005 East Vegas Valley Suite A Las Vegas, NV 89142	6. Type of Service: Integration and Control Services									
Part 2 - Cost Summary										
7. Direct Labor – see attached sheets	Estimated Cost	Totals								
ID-01 System Migrations	\$634,390.00									
ID-02 Staff Augmentation	\$538,560.00									
ID-03 System Upgrades	\$884,080.00									
ID-04 System Improvements	\$270,000.00									
ID-05 Operational Improvements	\$570,560.00									
ID-06 Standardize Vendor PLCs	\$479,160.00									
		\$3,376,750.00								
8. Indirect Labor -- No Indirect cost associated (Margin built into billing rate)										
9. Other Direct Costs	Estimated Cost	Totals								
ID-E1 Staff Merit Increase Allowance through 2008 (Amortized yearly at ~3.5%)	\$134,000.00									
ID-E2 Mobilization and Equipment (3.3% of Base Projects ID1 - 6)	\$111,433.00									
<table border="1"> <tr> <td>A) Travel</td> <td>\$39,000.00</td> </tr> <tr> <td>B) Computers & Equipment</td> <td>\$72,433.00</td> </tr> <tr> <td>C) Printing & Duplication</td> <td>\$0.00</td> </tr> <tr> <td>D) Other - none</td> <td>\$0.00</td> </tr> </table>			A) Travel	\$39,000.00	B) Computers & Equipment	\$72,433.00	C) Printing & Duplication	\$0.00	D) Other - none	\$0.00
A) Travel	\$39,000.00									
B) Computers & Equipment	\$72,433.00									
C) Printing & Duplication	\$0.00									
D) Other - none	\$0.00									
ID-E3 Discovery Fund (10% of Base Projects ID1 - 6)	\$337,675.00									
ID-E4 Efficiency Credit (based on 10% of selected projects, credit will be derived from reduction of total number of hours, no remittance will be issued)	(\$74,088.00)									
		\$509,020.00								
10. Total Price		\$3,885,770.00								

Published at 2004 rates,
Hours are approximate however project price will not change.

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	
7. Direct Labor (Estimated Hours)						Totals
ID-01 System Migrations						
1.01 Northwest Standardization	236 Hours	1,668 Hours	1,272 Hours	1,032 Hours	192 Hours	4,400 Hours
						\$396,000.00
1.02 Odor Scrubber Standardization	72 Hours	584 Hours	324 Hours	432 Hours	320 Hours	1,732 Hours
						\$146,520.00
1.03 (Future) 3rd Gas Burner Logic	30 Hours	194 Hours	172 Hours	92 Hours	48 Hours	536 Hours
						\$47,520.00
1.04 Flare System Standardization	30 Hours	130 Hours	64 Hours	76 Hours	72 Hours	372 Hours
						\$31,680.00
1.05 Lone Mountain Integration	12 Hours	44 Hours	35 Hours	48 Hours	0 Hours	139 Hours
						\$12,670.00
Estimated Total						\$634,390.00

Published at 2004 rates,
Hours are approximate however project price will not change

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
7. Direct Labor (Estimated Hours)	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	Totals
ID-02 Staff Augmentation						
2.01 Plant Support	402 Hours	1,542 Hours	1,130 Hours	160 Hours	1,280 Hours	4,514 Hours
						\$374,400.00
2.02 24 Hour Support	48 Hours	432 Hours	432 Hours	0 Hours	0 Hours	912 Hours
						\$84,960.00
2.03 Training	92 Hours	300 Hours	216 Hours	0 Hours	0 Hours	608 Hours
						\$57,600.00
2.04 Utility Administration	46 Hours	78 Hours	104 Hours	0 Hours	0 Hours	228 Hours
						\$21,600.00
Estimated Total						\$538,560.00

Published at 2004 rates,
Hours are approximate however project price will not change

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
7. Direct Labor (Estimated Hours)	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	Totals
ID-03 System Upgrades						
3.01 Upgrade Factorylink at WPCF	164 Hours	240 Hours	762 Hours	120 Hours	0 Hours	1,286 Hours \$118,800.00
3.02 Upgrade Factorylink Standards	74 Hours	194 Hours	560 Hours	200 Hours	0 Hours	1,028 Hours \$93,600.00
3.03 Review & correct As-built Dwgs	80 Hours	344 Hours	0 Hours	0 Hours	824 Hours	1,248 Hours \$86,400.00
3.04 Upgrade Factorylink at NWWRC	76 Hours	172 Hours	504 Hours	112 Hours	0 Hours	864 Hours \$79,200.00
3.05 Update Control Strategies	42 Hours	522 Hours	40 Hours	0 Hours	0 Hours	604 Hours \$57,600.00
3.06 Upgrade PLC programming to Ver 2.6	24 Hours	504 Hours	0 Hours	0 Hours	0 Hours	528 Hours \$50,400.00
3.07 C28 Additional Items	30 Hours	274 Hours	152 Hours	84 Hours	0 Hours	540 Hours \$50,000.00
3.08 Purchasing software licenses	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	Hours N/A \$50,000.00
3.09 Upgrade Alarms & Event History	48 Hours	36 Hours	386 Hours	0 Hours	0 Hours	470 Hours \$43,200.00
3.10 Factorylink Dual SCADA Host	66 Hours	42 Hours	240 Hours	168 Hours	0 Hours	516 Hours \$46,800.00
3.11 Upgrade Alarm Handling	74 Hours	74 Hours	120 Hours	80 Hours	0 Hours	348 Hours \$32,400.00
3.12 Alarm Disable Feature	28 Hours	116 Hours	72 Hours	56 Hours	0 Hours	272 Hours \$25,200.00
3.13 Upgrade Factorylink at BOMO	4 Hours	28 Hours	168 Hours	40 Hours	0 Hours	240 Hours \$21,600.00
3.14 Alarm Banner Goto Screen Fuction.	24 Hours	36 Hours	214 Hours	0 Hours	0 Hours	274 Hours \$25,200.00
3.15 Upgrade trend pens grouping	40 Hours	24 Hours	168 Hours	0 Hours	0 Hours	232 Hours \$21,600.00
3.16 Security Level 1 in Factorylink	16 Hours	24 Hours	156 Hours	0 Hours	0 Hours	196 Hours \$18,000.00
3.17 Master Clock Sync for PLCs	16 Hours	256 Hours	16 Hours	16 Hours	0 Hours	304 Hours \$28,800.00
3.18 Filtered Alarm printing	12 Hours	16 Hours	114 Hours	16 Hours	0 Hours	158 Hours \$14,400.00
3.19 PLC to Server time Sync	24 Hours	76 Hours	54 Hours	40 Hours	0 Hours	194 Hours \$18,000.00
3.20 Security feature on password entry	0 Hours	0 Hours	32 Hours	0 Hours	0 Hours	32 Hours \$2,880.00
Estimated Total						9,334 Hours \$884,080.00

Published at 2004 rates,
Hours are approximate however project price will not change

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	
7. Direct Labor (Estimated Hours)						Totals
ID-04 System Improvements						
4.01 Expand Power Monitoring	40 Hours	384 Hours	132 Hours	144 Hours	0 Hours	700 Hours
						\$64,800.00
4.02 Obsolescence Study	42 Hours	484 Hours	80 Hours	0 Hours	0 Hours	606 Hours
						\$57,590.00
4.03 Summer Power Savings	50 Hours	368 Hours	120 Hours	120 Hours	0 Hours	658 Hours
						\$61,210.00
4.04 Power Restart Logic	48 Hours	480 Hours	0 Hours	82 Hours	0 Hours	610 Hours
						\$57,610.00
4.05 Master Bisulfite Cascade Control	8 Hours	72 Hours	12 Hours	56 Hours	16 Hours	164 Hours
						\$14,400.00
4.06 Upload PLC Values Procedure	16 Hours	98 Hours	0 Hours	40 Hours	0 Hours	154 Hours
						\$14,390.00
Estimated Total						2,892 Hours \$270,000.00

Published at 2004 rates,
Hours are approximate however project price will not change

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	Totals
7. Direct Labor (Estimated Hours)						
ID-05 Operational Improvements						
5.01 SCADA Indication for Interlock details	82 Hours	482 Hours	280 Hours	80 Hours	0 Hours	924 Hours
						\$86,400.00
5.02 Web-Face for SCADA Interface	88 Hours	216 Hours	324 Hours	128 Hours	40 Hours	796 Hours
						\$72,000.00
5.03 Cancelled Action Items	38 Hours	234 Hours	200 Hours	68 Hours	0 Hours	540 Hours
						\$50,000.00
5.04 Improved Reporting	84 Hours	88 Hours	218 Hours	160 Hours	0 Hours	550 Hours
						\$50,400.00
5.05 Auto-All function to process systems	70 Hours	232 Hours	42 Hours	118 Hours	0 Hours	462 Hours
						\$43,200.00
5.06 Rounds & Readings	78 Hours	86 Hours	200 Hours	104 Hours	0 Hours	468 Hours
						\$43,200.00
5.07 setup Bio-filter monitoring	32 Hours	132 Hours	30 Hours	120 Hours	0 Hours	314 Hours
						\$28,800.00
5.08 Update MP2 into PLC/SCADA	40 Hours	184 Hours	64 Hours	16 Hours	0 Hours	304 Hours
						\$28,800.00
5.09 Software Control Management	160 Hours	104 Hours	16 Hours	8 Hours	0 Hours	288 Hours
						\$28,800.00
5.10 Standards for Overview Graphics	36 Hours	40 Hours	198 Hours	40 Hours	0 Hours	314 Hours
						\$28,800.00
5.11 Standards for Process Flow Graphs	80 Hours	92 Hours	42 Hours	8 Hours	0 Hours	222 Hours
						\$21,600.00
5.12 AI Full scale on DCI pop-ups	28 Hours	168 Hours	30 Hours	0 Hours	0 Hours	226 Hours
						\$21,600.00
5.13 Standards for totalizers	18 Hours	170 Hours	32 Hours	8 Hours	0 Hours	228 Hours
						\$21,600.00
5.14 Efficiency calcs for Barscreens	80 Hours	56 Hours	0 Hours	8 Hours	0 Hours	144 Hours
						\$14,400.00
5.15 Nitrification Wasting	20 Hours	72 Hours	38 Hours	24 Hours	0 Hours	154 Hours
						\$14,400.00
5.16 Chemical usage screen	16 Hours	24 Hours	36 Hours	0 Hours	0 Hours	76 Hours
						\$7,200.00
5.17 BNR Flow control thru Headworks	12 Hours	36 Hours	28 Hours	0 Hours	0 Hours	76 Hours
						\$7,200.00
5.18 Master Digester Sequencer screen	0 Hours	8 Hours	8 Hours	8 Hours	0 Hours	24 Hours
						\$2,160.00
Estimated Total						6,110 Hours \$570,560.00

Published at 2004 rates,
Hours are approximate however project price will not change

Hourly Rates	\$105.00	\$95.00	\$90.00	\$85.00	\$55.00	
7. Direct Labor (Estimated Hours)	Project Manager	Principal Engineer	Sr Controls Engineer	Controls Engineer	CAD Technician	Totals
ID-06 Standardize Vendor PLCs						
6.01 Atlas-Copco Rewrite	140 Hours	706 Hours	154 Hours	226 Hours	0 Hours	1,226 Hours
						\$114,840.00
6.02 Dewatering Centrifuge Rewrite	96 Hours	536 Hours	124 Hours	176 Hours	0 Hours	932 Hours
						\$87,120.00
6.03 Northwest Vendor Rewrite	88 Hours	484 Hours	104 Hours	172 Hours	0 Hours	848 Hours
						\$79,200.00
6.04 TWAS Centrifuge Rewrite	104 Hours	384 Hours	64 Hours	120 Hours	0 Hours	672 Hours
						\$63,360.00
6.05 Barscreen Vendor Rewrite	104 Hours	384 Hours	64 Hours	120 Hours	0 Hours	672 Hours
						\$63,360.00
6.06 Upgrade vendor PLC communications	84 Hours	236 Hours	40 Hours	56 Hours	0 Hours	416 Hours
						\$39,600.00
6.07 Dynajet Poly Batch Rewrite	32 Hours	192 Hours	44 Hours	72 Hours	0 Hours	340 Hours
						\$31,680.00
Estimated Total						5,106 Hours \$479,160.00



Exhibit "E"

General Performance Schedule

1 Overview

This document will outline a plan to complete the tasks outlined for this project.

It assumes the following:

- That all approved projects are available to schedule with WPCF
- Scheduling will be allowed to maximize efficiencies and coordinate efforts
- Finalizing the work schedule and beginning work will commence immediately upon approval of project

1.1 Execution Framework

The implementation of this project will require 5 years with the suggested staffing levels. The projects will be scheduled in manner that standards and infrastructure changes will be made first. Upgrades to legacy or noncompliant systems will follow, minimizing any rework and inefficiencies. Exceptions to this commitment will be where the benefit would enhance or advance operational savings, system reliability or project schedule.

Honeywell PAI is committed to the continuing operation of the WPCF and the prevention of process impacts or environmental excursions.

The implementation of the project schedule and continued progress will be driven by weekly meetings with WPCF staff and monthly formal meetings to discuss budget and overall schedule.

Each sub-project will be scheduled by Honeywell and the authorization to commence will be given in writing by the City during project execution, the following meetings and topics are essential for quality communications, maintaining project scope, schedule and budget:

Weekly meetings topics:

- Projects presently being worked on
 - Including progress, setbacks, schedule & coordination efforts
- Upcoming projects in near future
 - Including preparation and coordination issues
- Recently completed projects
 - Including status, lessons learned and any opportunities for improvement
- Weekly Engineering Report and effort review & signing

Monthly formal meeting topics:

- Recent completed projects
 - Including any discussions of WPCF issues or concerns
- Projects presently active
 - Including plan, coordination with WPCF, and any WPCF concerns on impact of project



- Upcoming projects, near future and remaining scope items
- Overall schedule review
- Lessons learned
- Budget review
 - Per individual projects and the overall project budget
 - Any general concerns or opportunities from operations, that is not being discussed or resolved from the weekly meetings

1.2 The Tools

1.2.1 DelTek WEB based time entry and reporting tools

Honeywell uses a Web based tool to enter employee time. This tool is integrated with our invoicing system. It also generates reports that will be compared to Weekly Engineering Reports at the weekly status meeting.

1.2.2 Weekly Engineering Reports (WER)

Each Honeywell Engineer completes a weekly report. While no longer delivered to WPCF with invoicing (at the City's request), all WERs for this project are available. WERs in conjunction with the DelTek reports will be approved at the weekly status meeting. This will help communicate the budget status, activities completed and activities planned.

- Weekly Engineering Report Example: See Attachment E-1

1.2.3 Trailer Talk Meeting

A brief daily meeting held to discuss the days activities, safety items and to report progress on the previous day's activities.

1.2.4 Activity Level Budget (ALB)

An activity level budget details the amount of time to complete a detail level task, time spent to date and remaining time. A bias +/- % will be tracked and applied to similar tasks. Any positive deviation on similar tasks or from the same resource will be identified for corrective action. The ALB will be reviewed in the weekly status meeting.

1.2.5 Weekly Status Meeting

The weekly status meeting will communicate progress, delays, budgets, schedule and review/approve the previous week's time expenditures. The meeting will review the completed project status report from the previous week and then publish to all stakeholders.

1.2.6 Project Status Report

The project status report will concisely convey the metrics we've chosen to monitor the progress. Its publication will lag one week behind current efforts, since it will be approved at the previous weeks meeting and signed by the Honeywell Manager as accurate. It will be published weekly to all stakeholders.

- Project Status Report Example: See Attachment E-2



1.2.7 Project Signoff and Retention Release Form

After all requirements for the specific project have been met, the project signoff will be presented to the city for review and final authorization. Schedule of the project completion assessment will be during the formal monthly meeting.

- Project Signoff & Retention Release Form Example: See Attachment E-3

1.3 Project Implementation

1.3.1 Forecasted Project Schedule

The Project schedule is an anticipated plan that will most effectively benefit WPCF, as well as minimize the cost impact by scheduling standards and infrastructure changes before any changes to legacy systems. Additionally, this plan may evolve as WPCF reorganizes priorities or scope definition changes.

- Current Project Schedule: See Attachment E-4



Process Analysts Inc.

WEEKLY ENGINEERING PROGRESS

<City of Las Vegas>

Services By: Stan Spence
Proj. Number: C30
Attachments: _____
cc: _____

Week Ending: 10/31/03
Manager: J. Moore

Day - Date	Total Hours	Tasks	Notes
Saturday		•	
Sunday		•	
Monday	8.0 1.5	• C30 Project Software Management • CLV Credit: PLC 71 CORT, field testing	
Tuesday	6.0 2.0 0.5	• C30 Project Software Management • C30 Engineering Submittal Review • CLV Credit: PLC 72 prep for CORT	
Wednesday	6.25 1.5 0.25 1.25 1.5	• C30 Project Software Management • C30 Engineering Submittal Review • Overhead: Six Sigma training • CLV Credit: PLC 72 CORT • CLV Credit: HUB/Switch testing	
Thursday	6.5 1.5 0.5 1.0 2.0	• C30 Project Software Management • C30 Engineering Submittal Review • CLV Credit: Weekly Teleconf. regarding CLV • CLV Credit: PLC 71 CORT, field testing • CLV Credit: Faulty PLC testing	
Friday	7.0 1.0 .75 2.0	• C30 Project Software Management • C30 Engineering Submittal Review • CLV Credit: PLC 71 CORT, field testing • CLV Credit: Faulty PLC testing	

(39.75 Hours Billed to CLV)

(0.25 Hours Overhead)

(11.0 partnering CLV credit hours – non-billed)

General Comments:

Honeywell – PAI Project Status

Project #:	C30	Project Engineer	Stan Spence
Project Name:	Nitrification/Filtration Liq 5 Replacement	Date	10/06/03

Summary

- Engineering:
 - Control Strategies:
 - Control Strategies are complete
 - Contractor Submittals
 - ALL Mechanical submittals review finished
 - Awaiting deliver of Interconnection dwgs for PLCs 83,84,85,86,87,88
- MP2 Tag Update:
 - Need to run a test scripts (awaiting final MP2 file before running script)
 - SCADA & Database need to be reviewed/updated
- Cutover:
 - PLC 81 – CORT is complete, except for RFI points in question.
 - 18 open points, 72% complete (Air Comp items)
 - will be completed this week
 - PLC 82 – CORT in progress
 - PLC 71 – Cutover planned this week

Milestones	Date
Engineering control strategy review meetings	(Wed@9)
Continue SSDT for PLC 81/82/71	9/10

Issues

- Meet with CLV to discuss SCADA Screen cutover method

Status

-

Plans

-

Budget (Total \$1,577,360)	Value	Percent
Budget remaining	\$ 347,020	22 %
Approximate Work remaining	\$ 289,920	18 %

Project Completion & Retention Form

Project #:	C30	Project Manager	Stan Spence
Project Name:	Factorylink Trending System Upgrade	Date	06/01/04
		Proposal ID	ID 3.15

Summary

Grouping and filtering has been enhanced and reviewed with Operations and engineering. System is online and tested.

Completion Status

PLC Programming	- NA
SCADA	- Done
Database & Utilities	- Done
MP2	- NA
I/O changes	- NA
P&ID Drawings impacted	- NA
Engineering Support	- NA
Startup & shutdown coordination	- NA

Open Issues

- None reported

Budget (Total \$21,600)	Value	Percent
Budget remaining	\$ 900	04 %
Approximate Work remaining	\$ -	- %

Project Completed, release retention authorization

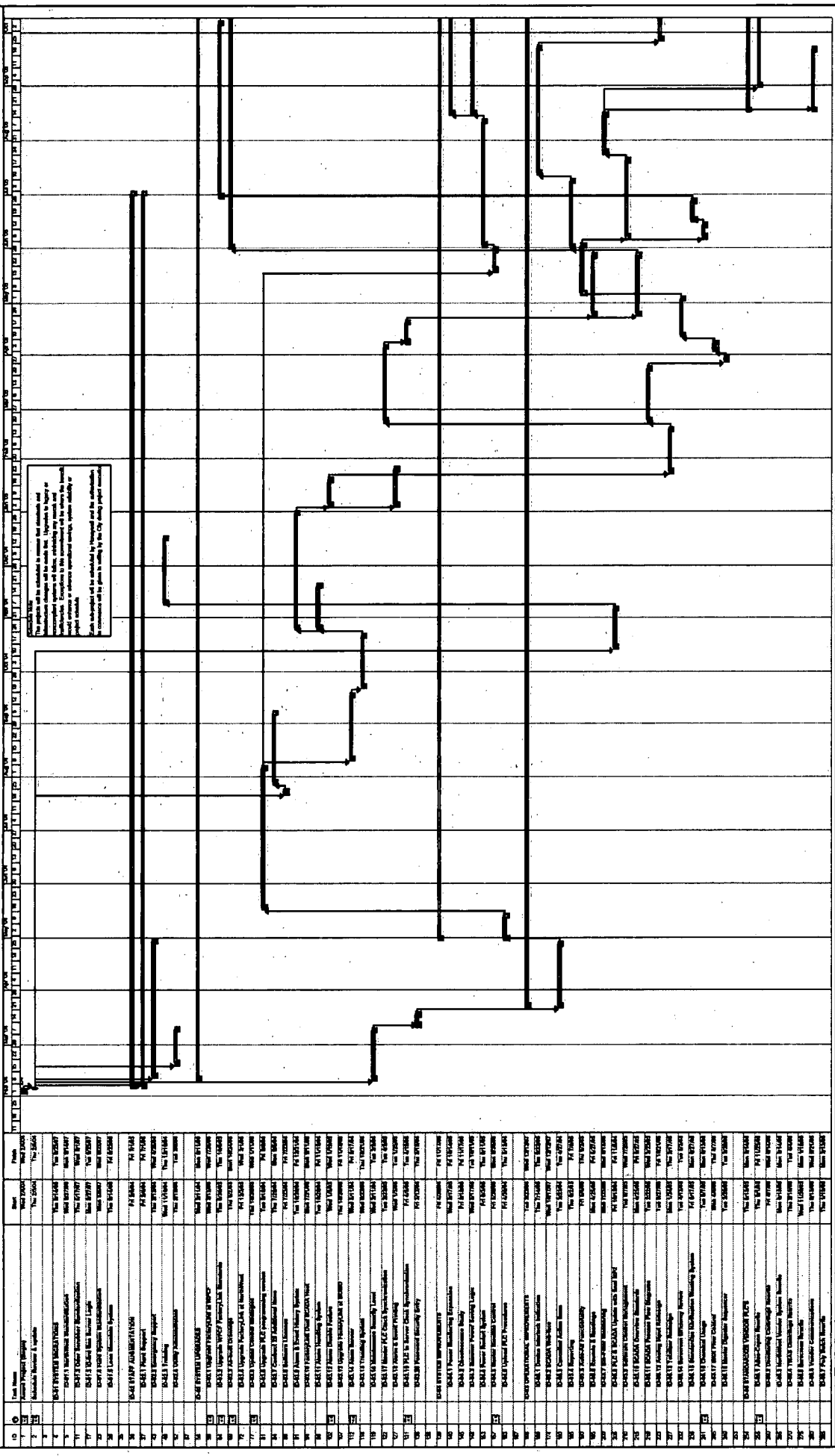
(Honeywell Representative)

(Date)

(CLV Representative)

(Date)

Exhibit E-4
General Performance Schedule
1 of 2



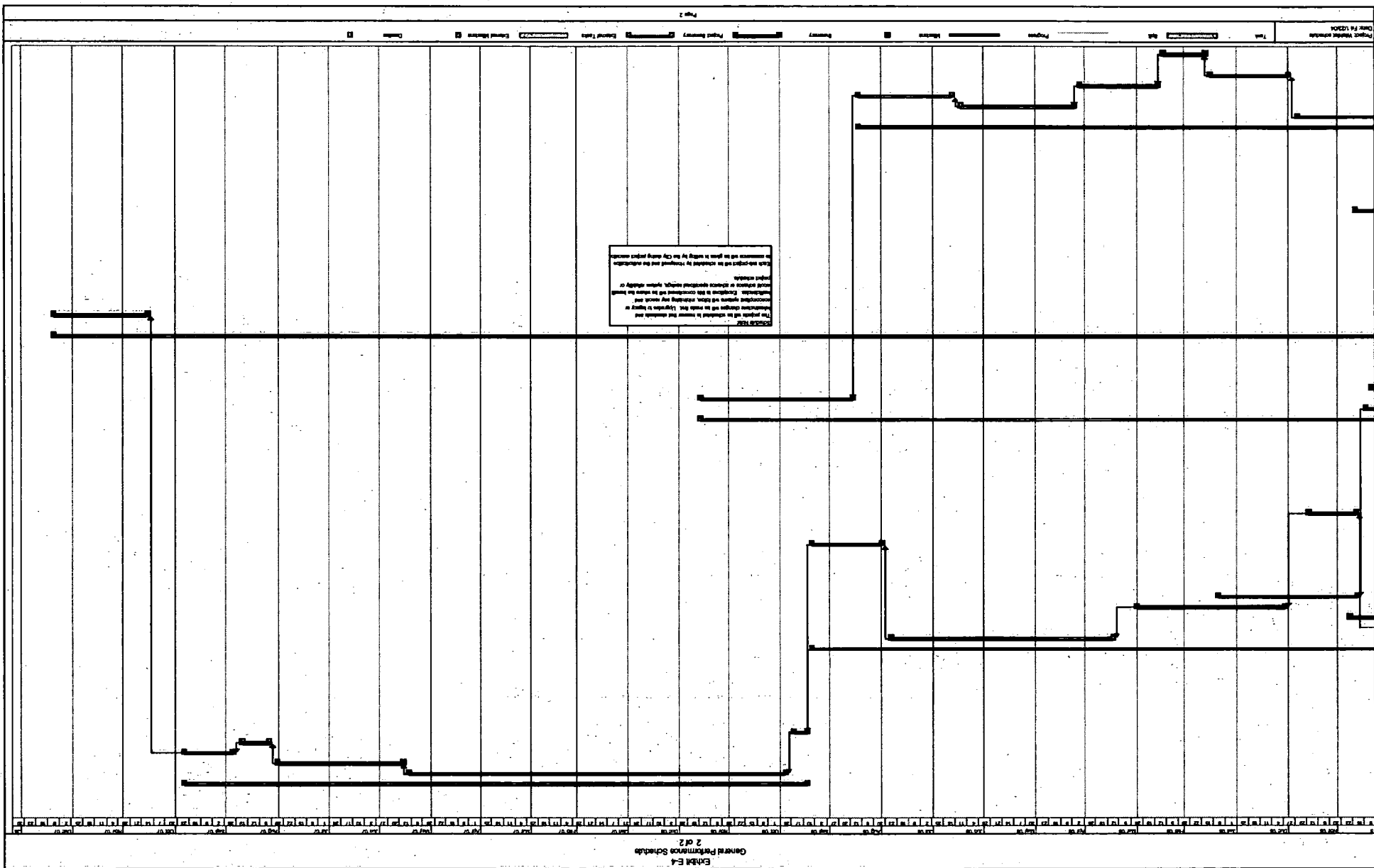




Exhibit "F" Invoice Format

1.1 Invoicing

This document is an example of a typical Honeywell-PAI Invoice.

- Project Invoicing Summary: See Attachment F-1

1.1.1 Task Invoice, One invoice per Task

Invoice Number: 99027599		Invoice Date: 11/06/03	
Bill To: HDR Engineering, Inc. - Las Vegas ATTN: Accounts Payable 271 Tum Pike Drive Folsom, CA 95630		Remit To: HoneywellPAI 555 Zang Street Suite 200 Lakewood, CO 80228-1012	
Customer Number: LAS Customer PO Number: VEGAS Project Number: #78 Project Name: 01091404.101 Project Manager: HDR/CLV LIQ 5 Replacement Spence, Stanley M		Billing Period From: 10/4/2003 To: 10/31/2003	
Terms: NET 30 Due Date: 12/6/2003			
	Current Hours	Rate	Current Amount
Engineer IV Naldoza, Ronald T	160.00	75.00	12,000.00
Engineer V Gardner, Thor	136.00	85.00	11,560.00
Engineer VI Spence, Stanley M	136.00	85.00	11,560.00
James, Kevin S	152.00	95.00	14,440.00
Direct Labor	584.00		49,560.00
Invoice Total			49,560.00

To: City of Las Vegas
Water Pollution Control Facility (WPCF)
6005 E. Vegas Valley Dr
Las Vegas, NV 89142

PO #

From: Honeywell-PAI
5550 Zang Street, Ste 200
Lakewood, CO 80228
(800) 300-8379

Honeywell-PAI - Project tracking sheet		Covering Dates		May 01 thru May 28, 2004		Invoice Date		June, 2004	
HPAI Project Number	Description	Budget	Amount this Invoice	Previously billed	Total Billed	Retention Withheld	Budget Adjustment	Remaining	% of Remaining
Active Tasks		\$ 852,080.00	\$ 77,361.25	\$ 161,900.00	\$ 239,261.25	\$ -	\$ -	\$ 812,818.75	71.9%
04041404	ID-01.01 Northwest Standardization	\$ 398,000.00	\$ 31,680.00	\$ 114,200.00	\$ 145,860.00	\$ 7,294.00	\$ -	\$ 250,120.00	83.2%
04041403	ID-02.01 Plant Support	\$ 374,400.00	\$ 28,800.00	\$ 42,300.00	\$ 71,100.00	\$ 3,555.00	\$ -	\$ 303,300.00	81.0%
04041405	ID-03.07 Contract 26	\$ 50,000.00	\$ 13,641.25	\$ 5,400.00	\$ 19,041.25	\$ 952.06	\$ -	\$ 30,958.75	61.9%
04041408	ID-08.07 Dynajet Poly Batch rewrite	\$ 31,680.00	\$ 3,240.00	\$ -	\$ 3,240.00	\$ 162.00	\$ -	\$ 28,440.00	89.8%
Completed Tasks		\$ 39,600.00	\$ -	\$ 39,600.00	\$ 39,600.00	\$ -	\$ -	\$ -	0.0%
04041401	ID-03.14 Alarm Banner Closed - Fully paid	\$ 25,200.00	\$ -	\$ 25,200.00	\$ 25,200.00	\$ -	\$ -	\$ -	0.0%
04041402	ID-05.14 Barscreen Efficiency	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 14,400.00	\$ 720.00	\$ -	\$ -	0.0%
Mobilization		\$ 763,333.00	\$ 1,183.87	\$ 3,590.86	\$ 2,427.19	\$ -	\$ -	\$ 760,905.81	99.7%
04041410	Travel	\$ 39,000.00	\$ 249.42	\$ 764.86	\$ 515.44	N/A	\$ -	\$ 38,484.56	98.7%
04041411	Equipment	\$ 724,333.00	\$ 914.25	\$ 2,826.00	\$ 1,911.75	N/A	\$ -	\$ 722,421.25	99.7%
Discovery Fund		\$ 337,675.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 337,675.00	100.0%
	Task 1 - presently not defined								
Approved Task Totals		\$ 1,992,688.00	\$ 78,524.92	\$ 205,090.86	\$ 281,288.44	\$ -	\$ -	\$ 1,711,399.56	85.9%
Total Project Value		\$ 3,885,770.00						\$ 3,604,481.56	92.8%



Exhibit "G"

Disclosure of Principals

1 Business Information

1.1 SEC Filing

- Disclosure of Principals: See Attachment G-1

1.2 General Information

Type of Business: Corporation

Date of Incorporation and State of Incorporation:

- Honeywell International Inc (HON) can trace its roots back to 1885 in Minnesota
- PAI Corporation, established in 1987 (as PAI) in Colorado
 - Honeywell acquired PAI in 2000
 - PAI now exists as Performance Services, division of Honeywell – ACS
 - Performance Services use Honeywell-PAI as an informal trade name
- Nevada State Tax ID Number: 166305312-02
- Las Vegas Business License Number: C12-04345-L-115826

Insurance

- Insurance carrier A ACE American Insurance Company
- Insurance carrier B is Zurich American Insurance Company of Illinois
 - General Liability, Blanket Contractual
 - Policy dates 4/1/02-4/1/04
 - Limits: Each Occurrence 3M, Fire Damage (any one fire) 3M, Med Expense (any one person) 10K, Personal & Adv Injury 3M, General Aggregate 3M, Products - Comp/Op Agg 3M
 - General Aggregate Limit applies per policy
 - Automobile Liability
 - Policy dates 4/1/02-4/1/04
 - Limits: Combined Single Limit (ea accident) 2M
 - Worker's Compensation and Employer's Liability, WC Statutory Limits
 - Policy dates 4/1/02-4/1/04
 - Limits: E.L. Each Accident 1M, E.L. Disease - Ea Employee 1M, E.L. - Policy Limit 1M

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>
<u>Name</u>	Honeywell International, Inc. (HON)
<u>Address</u>	555 Zang Street Suite 200 Lakewood, CO 80228
<u>Telephone</u>	800-300-8379
<u>EIN or DUNS</u>	22-2640650

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement</u>	System Integration Services for the Environmental Division's Water Pollution Control Project

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.	David M. Cote, Principal Director (<1%) Chairman and Chief Executive Officer of Honeywell International Inc.	101 Columbia Road Morristown, NJ 07962	973-455-2000
2.	Hans W. Becherer, Principal Director(<1%) Former Chairman and Chief Executive Officer of Deere & Company	101 Columbia Road Morristown, NJ 07962	973-455-2000
3.	Gordon M. Bethune, Principal Director(<1%) Chairman of the Board and Chief Executive Officer of Continental Airlines, Inc.	101 Columbia Road Morristown, NJ 07962	973-455-2000
4.	Marshall N. Carter, Principal Director(<1%) Senior Fellow at the Center for Business and Government, John F. Kennedy School of Government, Harvard University	101 Columbia Road Morristown, NJ 07962	973-455-2000
5.	Lord Clive Hollick, Principal Director(<1%) Chief Executive of United Business Media plc	101 Columbia Road Morristown, NJ 07962	973-455-2000
6.	James J. Howard, Principal Director(<1%) Chairman Emeritus of Xcel Energy Inc.	101 Columbia Road Morristown, NJ 07962	973-455-2000
7.	Bruce Karatz, Principal Director(<1%) Chairman of the Board and Chief Executive Officer of KB Home	101 Columbia Road Morristown, NJ 07962	973-455-2000
8.	Robert P. Luciano, Principal Director(<1%) Chairman Emeritus of Schering Plough Corporation	101 Columbia Road Morristown, NJ 07962	973-455-2000
9.	Russell E. Palmer, Principal Director(<1%) Chairman and Chief Executive Officer of the Palmer Group	101 Columbia Road Morristown, NJ 07962	973-455-2000
10.	Jaime Chico Pardo, Principal Director(<1%) Vice Chairman and Chief Executive Officer of Telefonos de Mexico, S.A. de C.V. (TELMEX)	101 Columbia Road Morristown, NJ 07962	973-455-2000
11.	Ivan G. Seidenberg, Principal Director(<1%) President and Chief Executive Officer of Verizon Communications Inc.	101 Columbia Road Morristown, NJ 07962	973-455-2000
12.	John R. Stafford, Principal Director(<1%) Consultant; Retired Chairman of the Board of Wyeth	101 Columbia Road Morristown, NJ 07962	973-455-2000
13.	Michael W. Wright, Principal Director(<1%) Retired Chairman, President and Chief Executive Officer of the Board of SUPERVALU INC.	101 Columbia Road Morristown, NJ 07962	973-455-2000
14.	State Street Corp., Shareholder (11.93%)	225 Franklin St Boston, MA 02110	617-786-3000
15.	Barclays Bank Plc, Shareholder (3.41%)	54 Lombard St London, EC3P 3AH, United Kingdom	+44-20-7699-5000
16.	Capital Research & Management Company, Shareholder (3.4%)	333 South Hope St Los Angeles, CA 90071	213-486-9200
17.	Citigroup Inc., Shareholder (2.47%)	399 Park Ave New York, NY 10043	800-285-3000

18.	FMR Corporation, Shareholder (2.4%)	82 Devonshire St Boston, MA 02109	617-563-7000
19.	United States Trust Company of New York, Shareholder (2.34%)	114 West 47 th St New York, NY 10036	212-852-1000
20.	Deutsche Bank Aktiengesellschaft, Shareholder (2.19%)	Taunusanlage 12 60262 Frankfurt, Germany	212-469-8000
21.	Vanguard Group, Inc, Shareholder (1.89%)	455 Devon Park Dr Wayne, PA 19087	877-662-7447
22.	Morgan Stanley, Shareholder (1.8%)	1585 Broadway New York, NY 10036	212-761-4000
23.	Price (T. Rowe) Associates, Shareholder (1.72%)	100 East Pratt St Baltimore, MD 21200	410-345-2000
24.	Washington Mutual Investors Fund, Shareholder (1.21%)	American Funds Service Company PO Box 25065, Santa Ana CA 92799	800-421-0190
25.			

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.

Stanley M. Spence

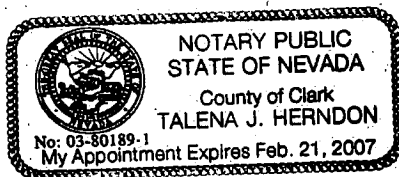
Stanley M. Spence, P.E.
Honeywell International, Inc.

January 28, 2004

Subscribed and sworn to before me this 29 day of
January, 2004.

Talena J. Herndon

Notary Public



Acknowledged before me on 1-29-04
by Stanley Spence in Clark County
Nevada.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-27-2004 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/SID

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-27-2004

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

1 RESOLUTION NO. R-27-2004

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. 1477 (TENAYA DRIVE/AZURE WAY)
7 THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS
8 LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH
9 SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE,
10 SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT
11 OF SUCH 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. 5272 that was duly passed, adopted and approved
17 by the City Council of the City (hereinafter the "City Council") on the 6th day of December,
18 2000, the City Council created "City of Las Vegas, Nevada, Special Improvement District
19 No. 1477 (Tenaya Drive/Azure Way)" (hereinafter the "District") for the purposes of
20 providing for the acquisition, construction and installation of pavement, curb and gutter,
21 driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals,
22 and water mains and laterals (hereinafter the "Project"), by defraying the entire cost and
23 expense of the Project by special assessments, against the assessable lots and parcels
24 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. 5512 that was duly passed, adopted and approved
2 by the City Council on the 18th day of September, 2002, 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 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 125-27-101-029, and
15 125-27-101-030 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 March, 2004,
3 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. 5512, levied upon those certain lots or parcels of
8 property and are situate within the District and are identified by the Clark County, Nevada,
9 County Assessor's parcel numbers as Parcels, among the several parts into which said
10 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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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 March, 2004.

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Approved as to form:

2-19-04 Madeline J. DiStefano-Dicco
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-28-2004 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

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No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/SID

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-28-2004

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

1 RESOLUTION NO. R-28-2004

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 1477 (TENAYA DRIVE/AZURE
4 WAY); APPROVING THE FIRST ASSESSMENT LIEN APPORTIONMENT
5 REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF
6 PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE
7 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. 1477 (Tenaya Drive/Azure Way)"
12 (hereinafter the "District"), for the purposes of providing for the acquisition, construction
13 and installation of pavement, curb and gutter, driveway approaches, traffic signals, storm
14 drains, streetlights, sewer mains and laterals, and water mains and laterals (hereinafter
15 the "Project"), by defraying the entire cost and expense of the Project, by special
16 assessments, against the assessable lots and parcels of property within the District
17 according to the benefits that would be derived from the Project by the respective lots and
18 parcels that were to be so assessed, all in accordance with the provisions of Chapter 271,
19 et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon those certain lots or parcels of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels
125-27-101-029, and 125-27-101-030 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 March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "First Assessment Lien
5 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No.
6 1477 (Tenaya Drive/Azure Way)"; 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 March, 2004,
11 as follows:

12 SECTION 1. That certain document entitled "First Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No.
14 1477 (Tenaya Drive/Azure Way)", a copy of which is attached hereto as Exhibit "A", is
15 hereby approved and adopted, as and for the City's plan for the apportionment of the
16 uncollected and heretofore unapportioned amounts of the special assessments that were
17 levied upon those certain lots and parcels of property that are situate within the District
18 and are identified by the Clark County, Nevada, County Assessor's parcel numbers as
19 Parcels 125-27-101-029, and 125-27-101-030, among the several parts into which said
20 Parcels have been divided.

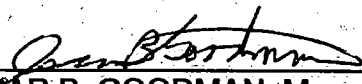
21 SECTION 2. That the City Clerk is hereby authorized, empowered and
22 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
23 of the above-referenced Report, together with a statement that the current payment

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1 status of any of the assessments that are shown thereon may be obtained from the City
2 Treasurer.

3 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
4 the provisions of this Resolution be, and they hereby are, repealed.

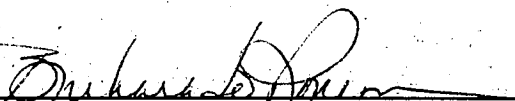
5 PASSED, ADOPTED AND APPROVED this 3rd day of March, 2004.
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7

8 
9 OSCAR B. GOODMAN, Mayor

10 Approved as to form:
11
12

13 2-19-'04 
14 Date Deputy City Attorney

15 ATTEST:
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17

18 
19 BARBARA JO RONEMUS, City Clerk
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APN: 125-27-101-029
125-27-101-030

City of Las Vegas, Nevada
Special Improvement District No. 1477
(Tenaya & Azure Re-alignment)

FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(March 3, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District – 4th Floor
400 E. Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2004 MAR -5 A 10:58

FIRST ASSESSMENT LIEN APPORTIONMENT REPORT

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 as Parcels 125-27-101-029 and 125-27-101-030, in the amounts of \$272,420.89 and \$530,637.17, respectively, are hereby apportioned among the parcels that have been created out of the said Parcels, as follows:

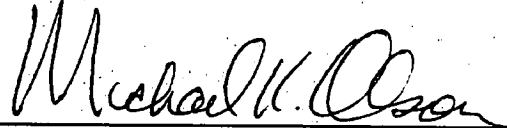
ORIGINAL ASSESSMENT			NEW ASSESSMENT		
PARCEL NUMBER	ACRES	ASSESSMENT	PARCEL NUMBER	ACRES	ASSESSMENT
125-27-101-029	5.43	\$ 272,420.89	125-27-101-035 ¹	4.43	\$ 225,619.09
125-27-101-030	10.57	\$ 530,637.17	125-27-101-036 ²	11.57	\$ 577,438.97
TOTAL	16.00	\$ 803,058.06	TOTAL	16.00	\$ 803,058.06

¹ Lot 1 in Record of Survey File 130, Page 91 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20030528 as Instrument 2072 recorded on May 28, 2003.

² Lot 2 in Record of Survey File 130, Page 91 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20030528 as Instrument 2072 recorded on May 28, 2003.

DATED This 3rd day of March, 2004.

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-29-2004 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

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No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/SID

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-29-2004

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – **UNANIMOUS** with **L.B. McDONALD** excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

RESOLUTION NO. R-29-2004

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. 1477 (TENAYA DRIVE/AZURE WAY) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5272 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 6th day of December, 2000, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1477 (Tenaya Drive/Azure Way)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 5512 that was duly passed, adopted and approved
2 by the City Council on the 18th day of September, 2002, 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 125-27-101-027, 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 March, 2004,
3 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. 5512, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 125-27-101-027, 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
14 Section 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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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 March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

2-19-'04 *Madeline J. DiStefano - DiCicco*
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

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CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-30-2004 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

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No Impact

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Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/SID

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-30-2004

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - **UNANIMOUS** with **L.B. McDONALD** excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

RESOLUTION NO. R-30-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1477 (TENAYA DRIVE/AZURE WAY); APPROVING THE SECOND ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 1477 (Tenaya Drive/Azure Way)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of pavement, curb and gutter, driveway approached, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals (hereinafter the "Project"), and of 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 that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 125-27-101-027, among the several parts into which said Parcel has been divided,

1 and to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk")
2 a report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 3rd day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Second Assessment Lien
5 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 1477 (Tenaya Drive/Azure Way)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

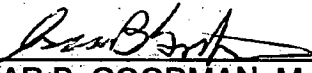
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of March, 2004,
11 as follows:

12 SECTION 1. That certain document entitled "Second Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 1477 (Tenaya Drive/Azure Way)", a copy of which is attached as Exhibit "A" hereto, is
15 hereby approved and adopted, as and for the City's plan for the apportionment of the
16 uncollected and heretofore unapportioned amounts of the special assessments that were
17 levied upon that certain lot and parcel of property that is situate within the District and is
18 identified by the Clark County, Nevada, County Assessor's parcel number as
19 Parcel 125-27-101-027, among the several parts into which said Parcel has been divided.

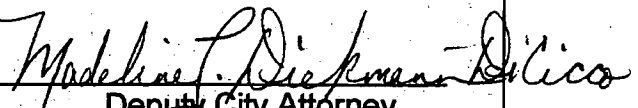
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon 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 March, 2004.
4

5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9 2-19-'04 
10 Date Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 125-27-101-027

City of Las Vegas, Nevada
Special Improvement District No. 1477
(Tenaya & Azure Re-alignment)

SECOND ASSESSMENT LIEN APPORTIONMENT REPORT
(March 3, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 E. Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR - 5 A 10:58

SECOND ASSESSMENT LIEN APPORTIONMENT REPORT

The assessments that have heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 125-27-101-027, in the amount of \$722,529.58, is hereby renumbered to 125-27-113-001 and apportioned among the parcels that have been created out of the said Parcel, as follows:

ORIGINAL ASSESSMENT			NEW ASSESSMENT		
PARCEL NUMBER	ACRES	ASSESSMENT	LEGAL DESCRIPTION	ACRES	ASSESSMENT
125-27-113-001	13.95	\$ 722,529.58	1	2.28	\$ 106,681.45
			2	11.67	\$ 615,848.13
TOTAL	13.95	\$ 722,529.58	TOTAL	13.95	\$ 722,529.58

LEGAL DESCRIPTION

¹ Pad A of Record of Survey File 135, Page 1 as recorded in the Office of the County Recorder, Clark County, Nevada in Book 20031226 as Instrument 463 recorded on December 26, 2003.

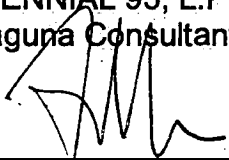
² All of Lot 1 of Montecito East, A Commercial Subdivision, Book 113 of Plats, Page 26, recorded in the Office of the County Recorder, Clark County, Nevada in Book 20031008 as Instrument 2936 recorded on October 8, 2003, excepting therefrom Pad A of Record of Survey File 135, Page 1 as recorded in the Office of the County Recorder, Clark County, Nevada in Book 20031226 as Instrument 463 recorded on December 26, 2003.

DATED This 3rd day of March, 2004.

I concur with the apportionments as stated above.

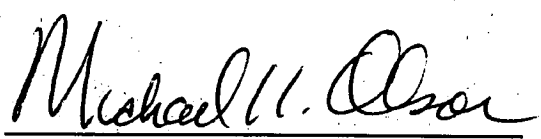
CENTENNIAL 95, L.P.

By: Laguna Consultants, LLC, General Partner



FRANK NIELSEN, Co-Manager

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-31-2004 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$41,902.50

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

This resolution directs the Director of Public Works to prepare the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2004 through June, 2005.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-31-2004

MOTION:

REESE – APPROVED Items 2-21 and 23-40 – UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 – 9:25)

1-418

RESOLUTION NO. R-31-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project within such District (hereinafter the "Maintenance Project"); and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Maintenance Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project in the District for FY2005 (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$41,902.50 of which \$0.00 is available from other sources and \$41,902.50 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. All of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 41,902.50	\$ 41,902.50	\$ 0.00

Section 3. The Director of Public Works (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the Engineering Integration Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Maintenance Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls

and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

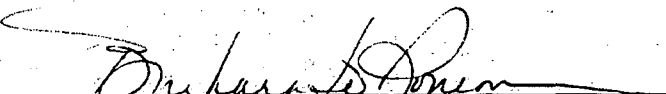
Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 3, 2004.



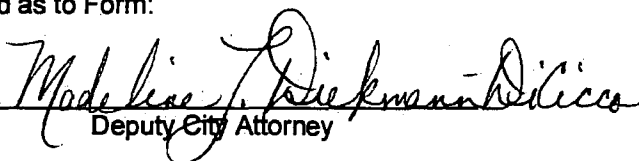
OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

2-19-'04 
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 3, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

NONE

Those Absent:

Lynette Boggs McDonald

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to

be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council,
to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 3, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2004.

(SEAL)

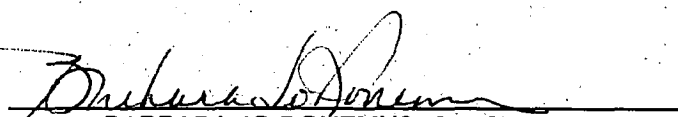

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

CITY COUNCIL AGENDA

MARCH 3, 2004
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Human Resources Department	Pg 3	City Attorney	Pg 5
Leisure Services Department	Pg 3	Finance & Business Services	Pg 5 – 6
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City of Las Vegas

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.

MARCH 3, 2004

**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 CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF PURCHASING AND SUPPLY MANAGEMENT MONTH

BUSINESS ITEMS

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

CONSENT AGENDA

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

FIELD OPERATIONS DEPARTMENT - CONSENT

2. Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures - All Wards
3. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Outdoors Promotions, Inc., a Colorado corporation, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles (\$78,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other checks and Investments
5. Approval of a Special Event License for Higco, Inc., Location: Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (Parking Lot), Date: March 17, 2004, Type: Special Event Beer/Wine, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (L.B. McDonald)
6. Approval of Reclassification From: Supper Club License, To: Tavern License, Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140, Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)
7. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Rupinderjit S. Sangha, dba 7-Eleven Food Store #27228C, 2403 South Eastern Avenue, Rupinderjit S. Sangha, Franchise Mgr - Ward 3 (Reese)
8. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Sahara Center, 2423 Las Vegas Boulevard, South - Ward 3 (Reese)
9. Approval of Change of Location for a Burglar Alarm Service License, American Home Security, Inc., dba American Home Security, Inc., From: 5087 Arville Street, #H, To: 4545 Spring Mountain Road, Suite 106, Ira R. Beer, Dir, Pres, CEO, Secy, Treas, 100% - County
10. Approval of a new Psychic Art and Science License, Harry W. Kindness, III, dba Harry W. Kindness, III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
11. Preapproval of award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (monetary range \$5,000,000 to \$7,000,000 - Sanitation Enterprise Fund) - Ward 3 (Reese)
12. Approval of award of contract for RFP No. 040091-CW, Administration of Special Improvement District (SID) Financial Management Services - Finance and Business Services - Award recommended to: ASSESSMENT MANAGEMENT GROUP, INC. (Estimated 3-year total amount of \$2,017,000 - Various Special Revenue Funds) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of issuance of a purchase order for a remote controlled forklift - Department of Fire and Rescue - Award recommended to: JACKSON AND TULL CHARTERED ENGINEERS (\$376,400 - Fire Equipment Internal Service Fund)
14. Approval of issuance of a purchase order for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
15. Approval of revision of purchase order 216458 for an annual requirements agreement for Kaba Lock Cores - Department of Detention and Enforcement - Award to: IDN ACME, INCORPORATED (\$60,000 - Various Funds)
16. Approval of award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs - Department of Planning and Development - Award recommended to: SIGNPRO (Estimated annual amount of \$75,000 - General Fund) - All Wards
17. Approval of issuance of a purchase order for an annual hardware and software maintenance and support agreement for Stratus ftServer - Department of Fire and Rescue - Award Recommended to: TRITECH SOFTWARE SYSTEMS (Estimated annual amount of \$60,000 - Fire Communications Internal Service Fund)
18. Approval of rescission of award and re-award of Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment - Department of Fire and Rescue - Award recommended to: DESERT SPECIALTY RIGGING SUPPLY (Estimated annual amount \$23,000 - General Fund)
19. Approval of revision to purchase order 219364 for Community Emergency Response Team Backpacks - Department of Fire and Rescue - Award to: SAFETY IMAGES (\$8,625 - Multi-Purpose Special Revenue Fund)
20. Approval of issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services - Various Departments - Award recommended to: @ROAD (Estimated annual amount of \$300,000 - Various Funds)

HUMAN RESOURCES DEPARTMENT - CONSENT

21. Approval to contract with Medical Management Specialists, LLC for large case management and utilization review (\$66,000 - Self-insurance Internal Service Fund)
22. Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

23. Approval of name designation of the Doolittle Community Center main and auxiliary gymnasiums - Ward 5 (Weekly)
24. Approval of grant award in the amount of \$10,000 (General Fund) from The National Endowment for the Arts (Grant #04-7800-1050 - CFDA # 45.024), Challenge America - Access to the Arts, to the City of Las Vegas Cultural Affairs Division - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

25. Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

26. Approval of a Professional Services Agreement with Terracon for Materials Testing and Inspection Services on the Alexander Road/Hualapai Way Roadway Project (\$121,250 - Clark County Regional Flood Control District, \$140,000 - Regional Transportation Commission, \$7,750 - Bureau of Land Management Southern Nevada Public Lands Management Act, \$4,000 - City of Las Vegas Sanitation Fund, \$10,250 - Clark County Special Improvement District #146, \$16,750 - City of Las Vegas Special Improvement District #1493) - Ward 4 (Brown)
27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Alpha Engineering on behalf of Sandra Maserang, owner (southeast corner of Red Coach Avenue and Kevin Way, APN 138-05-203-001) - County (near Ward 4 - Brown)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - P.R.E. Engineers on behalf of Serenity Brook Estates, owners (south of Washburn Road, west of Juliano Road, APNs 125-32-701-013, 125-32-701-014, and 125-32-701-015) - County (near Ward 6- Mack)
29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jennifer Doody, P.E. on behalf of Farm & Rainbow LLC, owners (north of Farm Road, east of Rainbow Boulevard, APN 125-14-201-008) - County (near Ward 6 - Mack)
30. Approval of an Interlocal Agreement with Clark County for construction of road improvements on Tenaya Way (Northern Beltway To Elkhorn Road) - Ward 6 (Mack)
31. Approval of an Integration/Programming Services Agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities (\$3,885,770 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

32. R-27-2004 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
33. R-28-2004 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
34. R-29-2004 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
35. R-30-2004 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
36. R-31-2004 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
37. R-32-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50- Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
38. R-33-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1487 - Jones Boulevard (Beltway to Elkhorn) (\$954,101.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

REAL ESTATE COMMITTEE – CONSENT

39. Approval to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive (\$100 - Real Estate & Asset Management - Rental of Land) - Ward 6 (Mack)
40. Approval of First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive (\$63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report and possible action on the operation of motorized vehicles on a public street or highway without a valid drivers license
42. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and Sher Development, LLC granting Sher Development a two year exclusive negotiation period to conduct feasibility studies and negotiate a Disposition and Development Agreement with the City for the development of a zoo on the Floyd Lamb State Park site owned by the State of Nevada – Ward 6 (Mack)

BUSINESS DEVELOPMENT - DISCUSSION

43. Discussion and possible action regarding a report concerning the Downtown Entertainment Corporation on their progress to effectuate the implementation of the East Fremont Entertainment District, the appropriateness of extending the sunset of the district another 18 months - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Lameche Anice Davis, 507 North Lamb #5, Las Vegas, Nevada 89110
45. Discussion and possible action to correct the fine imposed against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, January 7, 2004, to \$1,017,000 and to approve a release and settlement agreement between the City, La Fuente, Inc., and Jack Galardi - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

46. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name, and Key Employee for a Tavern License and a new Nonrestricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Horseshoe Club Operating Co., dba Horseshoe Club, Becky L. Behnen, COB, Pres, CEO, Treas, 99.153%, Jack B. Binion, .847%, To: Speakeasy Gaming of Fremont, Inc., dba Binion's Horseshoe Casino and Hotel, 128 Fremont Street, Edson R. Arneault, Dir, Pres, Secy, Treas, Roger M. Szepelek, COO, MTR Gaming Group, Inc., PTC, 100%, Edson R. Arneault, COB, CEO, HHLV Management Company, LLC, Key Employee, Thomas M. Jenkin, Key Employee, Harrah's Operating Company, Inc., Mmbr, 100% - Ward 5 (Weekly)
47. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Jim Colbert Golf, Inc., dba Colbert Fogler Golf Enterprises, Robert H.

Williams, Pres, To: Golf Enterprises, Inc., dba Las Vegas Golf Club, 4300 West Washington Avenue, Neil M. Miller, Pres, Treas, Dona L. Tanaka, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

48. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: The Badlands Golf Club, Inc., Stanton V. Abrams, Dir, Pres, Richard B. Rogers, Dir, Secy, Michael J. Meluskey, Dir, Treas, To: American Golf Corporation, dba The Badlands Golf Club, 9119 Alta Drive, Neil M. Miller, EVP, CFO, Treas, Dona L. Tanaka, Secy - Ward 2 (L.B. McDonald)
49. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Mulugeta K. Bour, dba Oakey Discount Market, 1616 Las Vegas Boulevard South, Mulugeta K. Bour, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a Review of a Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
51. ABEYANCE ITEM - Discussion and possible action regarding a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Young Il Kong, dba Grand Master Kong Taekwon-do, 1780 North Buffalo Drive, Suite 105, Young I. Kong, 100% - Ward 4 (Brown)

BOARDS & COMMISSIONS - DISCUSSION

52. ABEYANCE ITEM - TRAFFIC & PARKING COMMISSION - Lewis Brandon, Term Expiration 10-18-2004 (Resigned)
53. ANIMAL ADVISORY COMMITTEE - Mark A. Dolginoff, Term Expiration 3-20-2004

REAL ESTATE COMMITTEE - DISCUSSION

54. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

55. Bill No. 2004-5 - Establishes the "Live/Work Overlay District," together with related regulations and provisions. Proposed by: Robert S. Genzer, Director of Planning and Development
56. Bill No. 2004-6 - Increases the time limit for parking in residential permit parking zones. Proposed by: Michael Sheldon, Director of Detention and Enforcement
57. Bill No. 2004-16 - Extends for an additional 18 months the provisions of Ordinance No. 5521, relating to the Downtown Entertainment Overlay District. Sponsored by: Mayor Oscar B. Goodman

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.

58. Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development
59. Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

60. Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney
61. Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement
63. Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement
64. Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement
65. Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement
66. Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

67. 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

68. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter and dangerous building located at 1020 Hassett Avenue. PROPERTY OWNER: JAMES W. & RHONDA O'CONNOR – Ward 3 (Reese)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1013 Ingraham Street. PROPERTY OWNER: GABRIEL VARGAS AYALA – Ward 3 (Reese)
70. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building/boarded building nuisance located at 510 W. McWilliams Ave.. PROPERTY OWNER: LAND ACQUISITIONS, LLC – Ward 5 (Weekly)
71. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building/Demolition regarding 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - 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 – DISCUSSION

72. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SDR-3201 - TABERNACLE OF PRAISE CHURCH OF GOD IN CHRIST ON BEHALF OF THE BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR EXISTING TEMPORARY MODULAR TRAILERS TO BECOME PERMANENT on 5 acres at 7550 Constantinople Avenue (APN: 138-10-101-020), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend DENIAL
73. ABEYANCE ITEM - MAJOR MODIFICATION TO THE IRON MOUNTAIN RANCH MASTER PLAN - PUBLIC HEARING - MOD-3069 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Major Modification to the Iron Mountain Ranch Master Plan (Planned Area 16 and Section 2.3.2) TO ALLOW 14,000 SQUARE FOOT MINIMUM LOT SIZES WHERE 20,000 SQUARE FOOT IS THE MINIMUM ALLOWED on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
74. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3069 - PUBLIC HEARING - SDR-3072 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 18 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
75. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-3668 - APPLICANT: HIGCO, INC. - OWNER: BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Required One Year Review of an approved Special Use Permit (SUP-1164) regarding the hours of operation of a Tavern located at 8820 West Charleston Boulevard, Suite 105 (APN: 138-32-412-027), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). Staff recommends APPROVAL
76. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by Singer & Brown from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL
77. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3315 - BUMPER MEDIC ON BEHALF OF SUN WEST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT AND BODY REPAIR SHOP at 7870 West Ann Road (APN: 125-28-818-004), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
78. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3369 - LAS VEGAS BILLBOARDS ON BEHALF OF MARVIN JAMES SCHIFF TRUST 80 - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2912 Highland Drive, (APN: 162-09-301-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL. (NOTE: An approved billboard is under construction within 300 feet. Therefore, staff recommends DENIAL)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

79. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - 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, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
80. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3479 - LAMAR OUTDOOR ADVERTISING ON BEHALF OF NEWBERG-FIORELLO DEVELOPMENT - Appeal filed by Lamar Outdoor Advertising from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40 FOOT TALL, 14 FOOT BY 48 FOOT, OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2475 South Jones Boulevard (APN: 163-02-802-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0 vote) and staff recommend DENIAL
81. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3542 - APPLICANT: PAT MARCY - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit and a Waiver of the distance separation requirements FOR A PROPOSED SUPPER CLUB located at 1916 Village Center Circle, Suite 7 (APN: 138-19-719-003), P-C (Planned Community) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. 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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-32-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50- Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)

Fiscal Impact

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No Impact

Amount: \$41,902.50

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Budget Funds Available

Dept./Division: Public Works/SID

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Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane for the period July 1, 2004 through June 30, 2005.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-32-2004

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - **UNANIMOUS** with **L.B. McDONALD** excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

RESOLUTION NO. R-32-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005) AND CALLING A HEARING ON THE ASSESSMENT ROLL.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Maintenance Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases); and

WHEREAS, NRS 271.360 and 271.378 provides that the City Council may determine the cost of the Maintenance Project for the fiscal year to be assessed after making the contract, or after determining the net cost to the City; and

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2005 (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$41,902.50, of which \$0.00 is available from other sources and \$41,902.50 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the Director of Public Works with the assistance of the Engineering Integration Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, who may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 41,902.50	\$ 41,902.50	\$ 0.00

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 7, 2004 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final

assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Maintenance Project in "City of Las Vegas, Nevada, Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2005)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers or a designee and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-5 for City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 3, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The

landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 7, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, April 2, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing;
and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in four (4) substantially equal quarterly installments without interest until paid in full. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than April 2, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

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Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 3, 2004.

BARBARA JO RONEUMUS, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

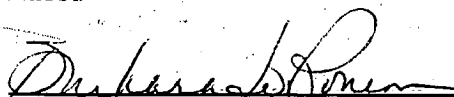
Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 3, 2004.



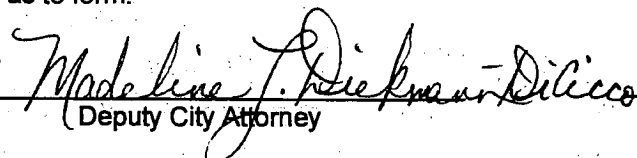
OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

2-19-'04 
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 3, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

NONE

Those Absent:

Lynette Boggs McDonald

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

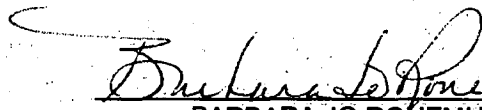
(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 3, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2004.

(SEAL)



BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

CITY COUNCIL AGENDA

MARCH 3, 2004

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City of Las Vegas

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.

MARCH 3, 2004

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 CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF PURCHASING AND SUPPLY MANAGEMENT MONTH

BUSINESS ITEMS

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

CONSENT AGENDA

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

FIELD OPERATIONS DEPARTMENT - CONSENT

2. Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures - All Wards
3. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Outdoors Promotions, Inc., a Colorado corporation, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles (\$78,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other checks and Investments
5. Approval of a Special Event License for Higco, Inc., Location: Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (Parking Lot), Date: March 17, 2004, Type: Special Event Beer/Wine, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (L.B. McDonald)
6. Approval of Reclassification From: Supper Club License, To: Tavern License, Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140, Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)
7. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Rupinderjit S. Sangha, dba 7-Eleven Food Store #27228C, 2403 South Eastern Avenue, Rupinderjit S. Sangha, Franchise Mgr - Ward 3 (Reese)
8. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Sahara Center, 2423 Las Vegas Boulevard, South - Ward 3 (Reese)
9. Approval of Change of Location for a Burglar Alarm Service License, American Home Security, Inc., dba American Home Security, Inc., From: 5087 Arville Street, #H, To: 4545 Spring Mountain Road, Suite 106, Ira R. Beer, Dir, Pres, CEO, Secy, Treas, 100% - County
10. Approval of a new Psychic Art and Science License, Harry W. Kindness, III, dba Harry W. Kindness, III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
11. Preapproval of award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (monetary range \$5,000,000 to \$7,000,000 - Sanitation Enterprise Fund) - Ward 3 (Reese)
12. Approval of award of contract for RFP No. 040091-CW, Administration of Special Improvement District (SID) Financial Management Services - Finance and Business Services - Award recommended to: ASSESSMENT MANAGEMENT GROUP, INC. (Estimated 3-year total amount of \$2,017,000 - Various Special Revenue Funds) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of issuance of a purchase order for a remote controlled forklift - Department of Fire and Rescue - Award recommended to: JACKSON AND TULL CHARTERED ENGINEERS (\$376,400 - Fire Equipment Internal Service Fund)
14. Approval of issuance of a purchase order for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
15. Approval of revision of purchase order 216458 for an annual requirements agreement for Kaba Lock Cores - Department of Detention and Enforcement - Award to: IDN ACME, INCORPORATED (\$60,000 - Various Funds)
16. Approval of award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs - Department of Planning and Development - Award recommended to: SIGNPRO (Estimated annual amount of \$75,000 - General Fund) - All Wards
17. Approval of issuance of a purchase order for an annual hardware and software maintenance and support agreement for Stratus ftServer - Department of Fire and Rescue - Award Recommended to: TRITECH SOFTWARE SYSTEMS (Estimated annual amount of \$60,000 - Fire Communications Internal Service Fund)
18. Approval of rescission of award and re-award of Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment - Department of Fire and Rescue - Award recommended to: DESERT SPECIALTY RIGGING SUPPLY (Estimated annual amount \$23,000 - General Fund)
19. Approval of revision to purchase order 219364 for Community Emergency Response Team Backpacks - Department of Fire and Rescue - Award to: SAFETY IMAGES (\$8,625 - Multi-Purpose Special Revenue Fund)
20. Approval of issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services - Various Departments - Award recommended to: @ROAD (Estimated annual amount of \$300,000 - Various Funds)

HUMAN RESOURCES DEPARTMENT - CONSENT

21. Approval to contract with Medical Management Specialists, LLC for large case management and utilization review (\$66,000 - Self-insurance Internal Service Fund)
22. Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

23. Approval of name designation of the Doolittle Community Center main and auxiliary gymnasiums - Ward 5 (Weekly)
24. Approval of grant award in the amount of \$10,000 (General Fund) from The National Endowment for the Arts (Grant #04-7800-1050 - CFDA # 45.024), Challenge America - Access to the Arts, to the City of Las Vegas Cultural Affairs Division - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

25. Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

26. Approval of a Professional Services Agreement with Terracon for Materials Testing and Inspection Services on the Alexander Road/Hualapai Way Roadway Project (\$121,250 - Clark County Regional Flood Control District, \$140,000 - Regional Transportation Commission, \$7,750 - Bureau of Land Management Southern Nevada Public Lands Management Act, \$4,000 - City of Las Vegas Sanitation Fund, \$10,250 - Clark County Special Improvement District #146, \$16,750 - City of Las Vegas Special Improvement District #1493) - Ward 4 (Brown)
27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Alpha Engineering on behalf of Sandra Maserang, owner (southeast corner of Red Coach Avenue and Kevin Way, APN 138-05-203-001) - County (near Ward 4 - Brown)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - P.R.E. Engineers on behalf of Serenity Brook Estates, owners (south of Washburn Road, west of Juliano Road, APNs 125-32-701-013, 125-32-701-014, and 125-32-701-015) - County (near Ward 6 - Mack)
29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jennifer Doody, P.E. on behalf of Farm & Rainbow LLC, owners (north of Farm Road, east of Rainbow Boulevard, APN 125-14-201-008) - County (near Ward 6 - Mack)
30. Approval of an Interlocal Agreement with Clark County for construction of road improvements on Tenaya Way (Northern Beltway To Elkhorn Road) - Ward 6 (Mack)
31. Approval of an Integration/Programming Services Agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities (\$3,885,770 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

32. R-27-2004 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
33. R-28-2004 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
34. R-29-2004 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
35. R-30-2004 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
36. R-31-2004 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
37. R-32-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
38. R-33-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1487 - Jones Boulevard (Beltway to Elkhorn) (\$954,101.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

39. Approval to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive (\$100 - Real Estate & Asset Management - Rental of Land) - Ward 6 (Mack)
40. Approval of First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive (\$63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report and possible action on the operation of motorized vehicles on a public street or highway without a valid drivers license
42. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and Sher Development, LLC granting Sher Development a two year exclusive negotiation period to conduct feasibility studies and negotiate a Disposition and Development Agreement with the City for the development of a zoo on the Floyd Lamb State Park site owned by the State of Nevada - Ward 6 (Mack)

BUSINESS DEVELOPMENT - DISCUSSION

43. Discussion and possible action regarding a report concerning the Downtown Entertainment Corporation on their progress to effectuate the implementation of the East Fremont Entertainment District, the appropriateness of extending the sunset of the district another 18 months - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Lameche Anice Davis, 507 North Lamb #5, Las Vegas, Nevada 89110
45. Discussion and possible action to correct the fine imposed against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, January 7, 2004, to \$1,017,000 and to approve a release and settlement agreement between the City, La Fuente, Inc., and Jack Galardi - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

46. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name, and Key Employee for a Tavern License and a new Nonrestricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Horseshoe Club Operating Co., dba Horseshoe Club, Becky L. Behnen, COB, Pres, CEO, Treas, 99.153%, Jack B. Binion, .847%, To: Speakeasy Gaming of Fremont, Inc., dba Binion's Horseshoe Casino and Hotel, 128 Fremont Street, Edson R. Arneault, Dir, Pres, Secy, Treas, Roger M. Szepelek, COO, MTR Gaming Group, Inc., PTC, 100%, Edson R. Arneault, COB, CEO, HHLV Management Company, LLC, Key Employee, Thomas M. Jenkin, Key Employee, Harrah's Operating Company, Inc., Mmbr, 100% - Ward 5 (Weekly)
47. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Jim Colbert Golf, Inc., dba Colbert Fogler Golf Enterprises, Robert H.

Williams, Pres, To: Golf Enterprises, Inc., dba Las Vegas Golf Club, 4300 West Washington Avenue, Neil M. Miller, Pres, Treas, Dona L. Tanaka, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

48. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: The Badlands Golf Club, Inc., Stanton V. Abrams, Dir, Pres, Richard B. Rogers, Dir, Secy, Michael J. Meluskey, Dir, Treas, To: American Golf Corporation, dba The Badlands Golf Club, 9119 Alta Drive, Neil M. Miller, EVP, CFO, Treas, Dona L. Tanaka, Secy - Ward 2 (L.B. McDonald)
49. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Mulugeta K. Bour, dba Oakey Discount Market, 1616 Las Vegas Boulevard South, Mulugeta K. Bour, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a Review of a Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
51. ABEYANCE ITEM - Discussion and possible action regarding a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Young Il Kong, dba Grand Master Kong Taekwon-do, 1780 North Buffalo Drive, Suite 105, Young I. Kong, 100% - Ward 4 (Brown)

BOARDS & COMMISSIONS - DISCUSSION

52. ABEYANCE ITEM - TRAFFIC & PARKING COMMISSION - Lewis Brandon, Term Expiration 10-18-2004 (Resigned)
53. ANIMAL ADVISORY COMMITTEE - Mark A. Dolginoff, Term Expiration 3-20-2004

REAL ESTATE COMMITTEE - DISCUSSION

54. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

55. Bill No. 2004-5 - Establishes the "Live/Work Overlay District," together with related regulations and provisions. Proposed by: Robert S. Genzer, Director of Planning and Development
56. Bill No. 2004-6 - Increases the time limit for parking in residential permit parking zones. Proposed by: Michael Sheldon, Director of Detention and Enforcement
57. Bill No. 2004-16 - Extends for an additional 18 months the provisions of Ordinance No. 5521, relating to the Downtown Entertainment Overlay District. Sponsored by: Mayor Oscar B. Goodman

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.

58. Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development
59. Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

60. Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney
61. Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement
63. Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement
64. Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement
65. Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement
66. Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

67. 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

68. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter and dangerous building located at 1020 Hassett Avenue. PROPERTY OWNER: JAMES W. & RHONDA O'CONNOR – Ward 3 (Reese)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1013 Ingraham Street. PROPERTY OWNER: GABRIEL VARGAS AYALA – Ward 3 (Reese)
70. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building/boarded building nuisance located at 510 W. McWilliams Ave.. PROPERTY OWNER: LAND ACQUISITIONS, LLC – Ward 5 (Weekly)
71. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building/Demolition regarding 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - 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 – DISCUSSION

72. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SDR-3201 - TABERNACLE OF PRAISE CHURCH OF GOD IN CHRIST ON BEHALF OF THE BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR EXISTING TEMPORARY MODULAR TRAILERS TO BECOME PERMANENT on 5 acres at 7550 Constantinople Avenue (APN: 138-10-101-020), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend DENIAL
73. ABEYANCE ITEM - MAJOR MODIFICATION TO THE IRON MOUNTAIN RANCH MASTER PLAN - PUBLIC HEARING - MOD-3069 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Major Modification to the Iron Mountain Ranch Master Plan (Planned Area 16 and Section 2.3.2) TO ALLOW 14,000 SQUARE FOOT MINIMUM LOT SIZES WHERE 20,000 SQUARE FOOT IS THE MINIMUM ALLOWED on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
74. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3069 - PUBLIC HEARING - SDR-3072 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 18 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
75. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-3668 - APPLICANT: HIGCO, INC. - OWNER: BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Required One Year Review of an approved Special Use Permit (SUP-1164) regarding the hours of operation of a Tavern located at 8820 West Charleston Boulevard, Suite 105 (APN: 138-32-412-027), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). Staff recommends APPROVAL
76. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by Singer & Brown from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL
77. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3315 - BUMPER MEDIC ON BEHALF OF SUN WEST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT AND BODY REPAIR SHOP at 7870 West Ann Road (APN: 125-28-818-004), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
78. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3369 - LAS VEGAS BILLBOARDS ON BEHALF OF MARVIN JAMES SCHIFF TRUST 80 - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2912 Highland Drive, (APN: 162-09-301-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL. (NOTE: An approved billboard is under construction within 300 feet. Therefore, staff recommends DENIAL)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

79. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - 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, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
80. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3479 - LAMAR OUTDOOR ADVERTISING ON BEHALF OF NEWBERG-FIORELLO DEVELOPMENT - Appeal filed by Lamar Outdoor Advertising from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40 FOOT TALL, 14 FOOT BY 48 FOOT, OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2475 South Jones Boulevard (APN: 163-02-802-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0 vote) and staff recommend DENIAL
81. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3542 - APPLICANT: PAT MARCY - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit and a Waiver of the distance separation requirements FOR A PROPOSED SUPPER CLUB located at 1916 Village Center Circle, Suite 7 (APN: 138-19-719-003), P-C (Planned Community) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. 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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
3260224

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 03/22/2004 to 04/05/2004, on the following days: MARCH 22, 29, APRIL 5, 2004

Signed: _____

Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

15

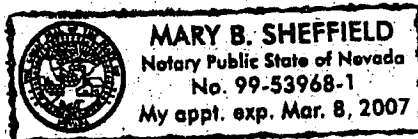
day of _____ 2004

April

Notary Public

Mary B. Sheffield

Please See Attached



2004 APR 19 A 10:46

RECEIVED
CITY CLERK

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-5 for City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 3, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 7, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, April 2, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in four (4) substantially equal quarterly installments without interest until paid in full. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than April 2, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-6687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred. Dated this March 3, 2004.

/s/ Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

PUB: March 22, 29, April 5, 2004 LV Review-Journal

Exhibit "C"

(Attach minutes of public hearing on April 7, 2004)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance - FY2005) - (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)

Fiscal Impact

☐	No Impact	Amount: \$41,902.50
☒	Budget Funds Available	Dept./Division: Public Works/SID
☐	Augmentation Required	Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2004 through June 30, 2005 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:

Public Hearing only; no action required.

BACKUP DOCUMENTATION:

Notice of Hearing
Submitted after final agenda – Protest letter from Michelle Lusiani

MOTION:

None required. Public Hearing held and Report given.

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

RICHARD GOECKE, Director, Public Works Department, briefly summarized the maintenance costs for street beautification improvements along Alta Drive. He noted that the total costs are estimated at \$41,902.50. He added that in accordance with written legislation, it is necessary to come back each year to re-establish the Maintenance District.

TODD FARLOW, 240 North 19th Street, commended the City on a beautiful job.

MAYOR GOODMAN stated that according to MR. GOECKE, all of the property owners who are part of the Special Improvement District have been very diligent in keeping their payments up to date.

CITY COUNCIL MEETING OF APRIL 7, 2004

Public Works Department

Item 102 – Public hearing on local improvement district for Special Improvement District
No. 1485 – Alta Drive (Landscape Maintenance – FY 2005)

MINUTES – Continued:

MAYOR GOODMAN declared the Public Hearing closed.

(1:04 – 1:14)

3-123

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Barbara Jo Ronemus does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on March 18, 2004, being at least twenty (20) days prior to the hearing, on April 7, 2004, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situated within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

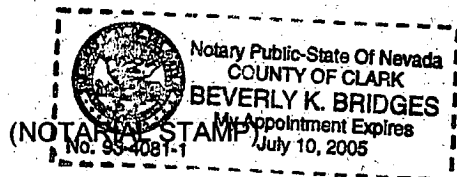
Further Affiant sayeth naught.


BARBARA JO RONEMUS, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this April

16, 2004.

My commission expires 7/10/2005.



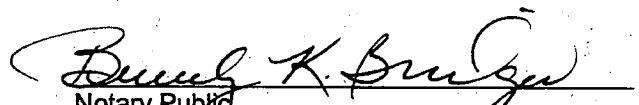

Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
 ALTA DRIVE – LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-210-001	DOC: 19950111:01211 DATE: 01/11/95 PT SEC 32 20 61 ELRANCHO ALTA PLAT BOOK 18 PAGE 15 LOT 17 BLOCK 2	MCGOLDRICK FAMILY TRUST MCGOLDRICK WILLIAM J & MARY TRS 416 LACY LN LAS VEGAS NV 89107-3220	250270.00	2900.00	840.46
139-32-210-017	DOC: 19911023:00405 DATE: 10/23/91 PT SEC 32 20 61 ELRANCHO ALTA PLAT BOOK 18 PAGE 15 LOT 1 BLOCK 1	ROBINSON, ROBERT E & BETTY E 417 LACY LN LAS VEGAS NV 89107-3210	206020.00	2500.00	705.39
139-32-211-001	DOC: 19900530:00177 DATE: 05/30/90 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 1 BLOCK 1	GRANGER, BERTHA N 850 S RANCHO RD #325 LAS VEGAS NV 89106-3831	216180.00	2400.00	690.37
139-32-211-002	DOC: 19970916:00760 DATE: 09/16/97 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 2 BLOCK 1	MULL, ROBERT S & CHEUNG K LIV TR MULL ROBERT S TRS ETAL 3200 ALTA DR LAS VEGAS NV 89107-3206	160470.00	2400.00	690.37

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE -- LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-211-003	DOC: 19990817:02418 DATE: 06/17/99 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 3 BLOCK 1	MUSGRAVE MABEL TRUST MUSGRAVE MABEL EAST TRS 3204 ALTA DR LAS VEGAS NV 89107-3206	161400.00	2400.00	690.37
139-32-211-004	DOC: 19970916:00759 DATE: 09/16/97 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 4 BLOCK 1	MULL, ROBERT S & CHEUNG K LIV TR MULL ROBERT S TRS ETAL 3200 W ALTA DR LAS VEGAS NV 89107-3206	144870.00	2400.00	690.37
139-32-211-005	DOC: 19950613:01048 DATE: 06/13/95 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 5 BLOCK 1	ADAMS 1990 TRUST ADAMS MELISSA KELLY TRS P O BOX 27289 LAS VEGAS NV 89126-1289	153220.00	2400.00	690.37
139-32-211-006	DOC: 19960911:01337 DATE: 09/11/96 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 6 BLOCK 1	CHURCH ROMAN CATHOLIC LAS VEGAS %FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	205130.00	2400.00	690.37

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE – LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-211-007	DOC: 19960911:01337 DATE: 09/11/96 PT SEC 32 20 61 RANCHO NEVADA EST UNIT #1 AMD PLAT BOOK 10 PAGE 57 LOT 7 BLOCK 1	CHURCH ROMAN CATHOLIC LAS VEGAS %FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	68000.00	2400.00	690.37
139-32-214-022	DOC: 20030611:00420 DATE: 06/11/03 PT SEC 32 20 61 RANCHO EST PLAT BOOK 8 PAGE 73 LOT 22 BLOCK 2	LARRACH, MAYRA & ZAAIDA P O BOX 60913 LAS VEGAS NV 89160-0913	263480.00	2300.00	675.37
139-32-214-023	DOC: 20020729:00128 DATE: 07/29/02 PT SEC 32 20 61 RANCHO EST PLAT BOOK 8 PAGE 73 LOT 23 BLOCK 2	GRANT, ROBERT T & KAY V 2804 ALTA DR LAS VEGAS NV 89107-3218	187300.00	2300.00	675.37
139-32-214-024	DOC: 19920131:01969 DATE: 01/31/92 PT SEC 32 20 61 RANCHO EST PLAT BOOK 8 PAGE 73 LOT 24 BLOCK 2	CHAPLIN, SIDNEY & SHIRLEY 2808 ALTA DR LAS VEGAS NV 89107-3218	204680.00	2300.00	675.37

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE - LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-214-025	DOC: 20031110:00926 DATE: 11/10/03 PT SEC 32 20 61 RANCHO EST PLAT BOOK 8 PAGE 73 LOT 25 BLOCK 2	CLOPOT, CAREY 2812 ALTA DR LAS VEGAS NV 89107-3218	198540.00	2300.00	675.37
139-32-214-026	DOC: 20010323:02118 DATE: 03/23/01 PT SEC 32 20 61 RANCHO EST PLAT BOOK 8 PAGE 73 LOT 10 BLOCK 1	RIVAS, ALEX S 417 ROSEMARY LN LAS VEGAS NV 89107-3258	248510.00	2500.00	705.39
139-32-301-001	DOC: 20010723:01359 DATE: 07/23/01 PT NW4 SW4 SEC 32 20 61	LUSIANI, MICHELLE M 500 LACY LN LAS VEGAS NV 89107-4422	234090.00	2600.00	750.42
139-32-302-001	DOC: 159:0126924 DATE: 09/02/71 PT W2 SW4 SEC 32 20 61	PAPP, LOUIS E JR & MAFALDA E 3201 W ALTA DR LAS VEGAS NV 89107-3207	218680.00	2900.00	735.40
139-32-302-002	DOC: 20021127:01944 DATE: 11/27/02 PT NW4 SW4 SEC 32 20 61	ARANAS, ROMEO S & MARIA ELENA 500 CAMPBELL DR LAS VEGAS NV 89107-4402	390150.00	2500.00	720.39

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE – LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-304-001	DOC: 19930128:01146 DATE: 01/28/93 PT NE4 SW4 SEC 32 20 61	SERVAGGIO, RUDOLPH & GLADYS F 3081 ALTA DR LAS VEGAS NV 89107-4610	244830.00	4500.00	1305.69
139-32-304-002	DOC: 20030528:00184 DATE: 05/28/03 PT NE4 SW4 SEC 32 20 61	CAVA, KATRINA E CAVA GREGORY F & PATRICIA A 3021 ALTA DR LAS VEGAS NV 89107-4610	256630.00	4500.00	1305.69
139-32-304-003	DOC: 20020507:01857 DATE: 05/07/02 PT NE4 SW4 SEC 32 20 61	SCAGGIARI, GWEN 3011 ALTA DR LAS VEGAS NV 89107-4610	430760.00	4400.00	1275.68
139-32-304-004	DOC: 19920811:00974 DATE: 08/11/92 PT NE4 SW4 SEC 32 20 61	BARRICK, MARJORIE ANN REV LIV TR 3001 ALTA DR LAS VEGAS NV 89107-4610	526300.00	9100.00	2626.42
139-32-304-005	DOC: 19990225:01985 DATE: 02/25/99 PT NE4 SW4 SEC 32 20 61	CAMP, BOB L L C 2929 ALTA DR LAS VEGAS NV 89107-4609	210000.00	5100.00	1470.78
139-32-304-006	DOC: 19990225:01985 DATE: 02/25/99 PT NE4 SW4 SEC 32 20 61	CAMP, BOB L L C 2929 ALTA DR LAS VEGAS NV 89107-4609	3012110.00	6400.00	1830.98

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
 ALTA DRIVE - LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-304-007	DOC: 1872:1831109 DATE: 02/06/84 PT NE4 SW4 SEC 32 20 81	YERUSHALMI, MORDECHAI & VICTORIA 8912 GREENSBORO LN LAS VEGAS NV 89134-0502	565770.00	4800.00	1380.73
139-32-304-008	DOC: 19911023:00714 DATE: 10/23/91 PT NE4 SW4 SEC 32 20 81	PRABHU, R & L 1989 LIV TR PRABHU RACHAKONDA D & LATA TRS 2801 ALTA DR LAS VEGAS NV 89107-3201	455870.00	4800.00	1380.73
139-32-304-009	DOC: 20011107:01910 DATE: 11/07/01 PT N2 S2 SEC 32 20 61	ARTHUR, ALLAN R & NEDRA A 2727 ALTA DR LAS VEGAS NV 89107-4621	465050.00	4600.00	1320.71
139-32-310-001	DOC: 20030509:02740 DATE: 05/09/03 PT SEC 32 20 61 MOUNTAIN VIEW TRACT 1 PLAT BOOK 3 PAGE 23 LOT 1 BLOCK 1	MARTELL, MARY-ALENA BAKER BRUCE L P O BOX 29232 LAS VEGAS NV 89126-3232	128650.00	2500.00	720.39
139-32-310-028	DOC: 19911220:00391 DATE: 12/20/91 PT SEC 32 20 61 MOUNTAIN VIEW TRACT 1 PLAT BOOK 3 PAGE 23 LOT 28 BLOCK 1	ROMNEY, RUSSELL T & LESA I 500 KENNY WY LAS VEGAS NV 89107-4439	157750.00	2400.00	690.37

Date: 02/19/04

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE - LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-601-053	DOC: 20031121:02403 DATE: 11/21/03 PT SE4 NE4 SEC 32 20 61	HAWKINS, FRANK JR QUAL PER RES TR HAWKINS FRANK JR TRS 2300 ALTA DR LAS VEGAS NV 89107-4616	300780.00	4300.00	1245.66
139-32-701-001	DOC: 20030319:01136 DATE: 03/19/03 PT NW4 SE4 SEC 32 20 61	KAHUNA TRUST 2500 WIMBLEDON DR LAS VEGAS NV 89107-2311	211190.00	4600.00	1320.71
139-32-701-002	DOC: 20031104:00381 DATE: 11/04/03 PT NW4 SE4 SEC 32 20 61	AVVAKOUM, GINN AVVAKOUMIDES JACQUELINE 2701 ALTA DR LAS VEGAS NV 89107-4621	369620.00	4800.00	1365.73
139-32-701-003	DOC: 20000526:00104 DATE: 05/26/00 PT NW4 SE4 SEC 32 20 61	MASON DAVID L LIVING TRUST MASON DAVID L TRS 516 S 6TH ST #400 LAS VEGAS NV 89101-6998	210000.00	5400.00	1545.83
139-32-701-004	DOC: 20020311:00942 DATE: 03/11/02 PT NW4 SE4 SEC 32 20 61	L A R LIVING TRUST RUFFIN LYNNE TRS 500 SHETLAND RD LAS VEGAS NV 89107-4642	799530.00	5200.00	1500.80

Date: 02/19/04

Page 8

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1485
ALTA DRIVE – LANDSCAPE MAINTENANCE (FY2005)
 Clark County

FINAL ASSESSMENT ROLL NO. 2004-5

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-32-702-001	DOC: 20000502:01148 DATE: 05/02/00 PT NW4 SE4 SEC 32 20 61	MALONE, JERALD D & DEBRA L 2329 ALTA LAS VEGAS NV 89107-4615	1369150.00	6500.00	1876.01
139-32-702-002	DOC: 19921218:00985 DATE: 12/18/92 PT NW4 SE4 SEC 32 20 61	BERNSTEIN, EDWARD M 2327 ALTA DR LAS VEGAS NV 89107-4615	906510.00	8300.00	2386.28
139-32-702-003	DOC: 20021127:03734 DATE: 11/27/02 PT NW4 SE4 SEC 32 20 61	TIU, OFELIA & ALEXANDER Y 2325 ALTA LAS VEGAS NV 89107-4615	289040.00	5600.00	1605.85
139-32-702-004	DOC: 20030709:02830 DATE: 07/09/03 PT N2 SE4 SEC 32 20 61	ALI, JAMILLAH R 2315 ALTA DR LAS VEGAS NV 89107-4615	649970.00	6100.00	1755.94
** REPORT TOTALS					41902.50

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2005)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-5 for City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 3, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 7, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, April 2, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from

time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

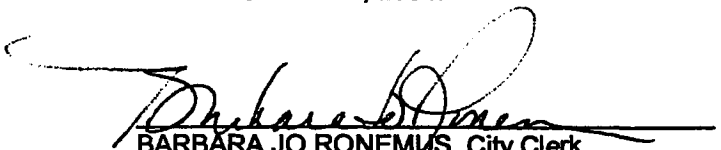
Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in four (4) substantially equal quarterly installments without interest until paid in full. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than April 2, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

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Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 3, 2004.



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-33-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1487 - Jones Boulevard (Beltway to Elkhorn) (\$954,101.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$954,101.48

☐

Budget Funds Available

Dept./Division: Public Works/SID

☒

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

The construction and installation of pavement, "L" type curb and gutter, sidewalk, driveway approaches, water laterals and mains, sewer laterals and mains, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-33-2004

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

There was no discussion.

(9:23 - 9:25)

1-418

RESOLUTION NO. R-33-2004

A RESOLUTION CONCERNING LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1487 – JONES BOULEVARD (BELTWAY TO ELKHORN ROAD) AWARDED THE CONTRACT FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IN THE DISTRICT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST AND BEST BID UPON PROPER TERMS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Bid Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark and State of Nevada, pursuant to the Special Improvement District No. 1487 Creation Ordinance (hereinafter the "Creation Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1487 – Jones Boulevard (Beltway to Elkhorn Road) (hereinafter the "District") and ordered the acquisition of public improvements within such District in the City; and

WHEREAS, a proper notice that sets forth the invitation to submit bids for the furnishing of labor, materials, transportation and services was given by Las Vegas, Nevada, Special Improvement District No. 1487 Provisional Order Resolution in the manner and for the periods that are provided for in Section 271.190 and Section 271.335 of the Nevada Revised Statutes ("NRS" herein); and

WHEREAS, upon the receipt of such bids, the City Engineer and the Engineering Integration Division recommended to the City Council, in writing, the name of the successful bidder; and

WHEREAS, upon having received such written recommendation, the City Council now desires to authorize and award the construction contract, by this Resolution, to the responsible bidder submitting the lowest and best bid upon proper terms; and

WHEREAS, the amount of the best bid for such construction contract for the improvements does not exceed the City Engineer's estimates of cost.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA:

Section 1. The City Council determines and hereby declares that the bid for the construction of the improvements of Special Improvement District No. 1487 – Jones Boulevard (Beltway to Elkhorn Road) submitted by Frehner Construction Company, Inc., of Las Vegas, Nevada (hereinafter the "Contractor"), is the lowest and best bid, determined in the manner required by law, submitted by a responsible bidder and the same is hereby accepted.

Section 2. The Mayor of the City Council and the City Clerk, on behalf of Las Vegas, Nevada, be, and they hereby are, authorized in accordance with NRS 271.335 to execute a contract with the Contractor for a construction project which includes, in part, the construction of the improvements in Las Vegas, Nevada, Special Improvement District No. 1487 – Jones Boulevard (Beltway to Elkhorn Road).

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this Resolution), concerning the District, including, but not limited to, the publication by the City Engineer, on behalf of the City, of the notice to bidders, the acquisition of the improvements, and the levy of assessments for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The Officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the construction project and for the completion of the District.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

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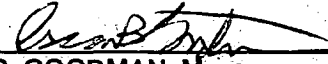
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Section 7. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

PASSED, APPROVED AND ADOPTED, March 3, 2004.



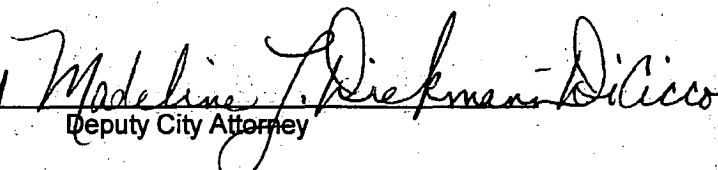
OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

2-19-'04 
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 3, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

NONE

Those Absent:

Lynette Boggs McDonald

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 3, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2004.

(SEAL)

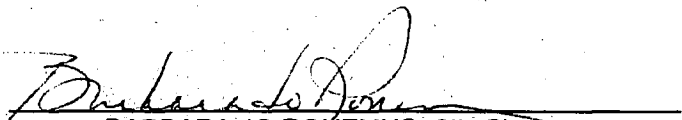

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

CITY COUNCIL AGENDA

MARCH 3, 2004

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Human Resources Department	Pg 3	City Attorney	Pg 5
Leisure Services Department	Pg 3	Finance & Business Services	Pg 5 – 6
Neighborhood Services Department	Pg 3	Boards & Commissions	Pg 6
Public Works Department	Pg 4	Real Estate Committee	Pg 6
Resolutions	Pg 4	Recommending Committee Reports	Pg 6
Real Estate Committee	Pg 5	<i>(Bills eligible for adoption at this meeting)</i>	
		Recommending Committee Reports	Pg 6 – 7
		<i>(Bills eligible for adoption at a later meeting)</i>	
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City of Las Vegas

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.

MARCH 3, 2004

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 CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF PURCHASING AND SUPPLY MANAGEMENT MONTH

BUSINESS ITEMS

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

CONSENT AGENDA

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

FIELD OPERATIONS DEPARTMENT - CONSENT

2. Approval of the Termination and Consent Agreement between the City of Las Vegas and Transit America Las Vegas, LLC for the construction and operation of bus shelters, bus benches, and other transit advertising structures - All Wards
3. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Outdoors Promotions, Inc., a Colorado corporation, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles (\$78,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other checks and Investments
5. Approval of a Special Event License for Higco, Inc., Location: Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (Parking Lot), Date: March 17, 2004, Type: Special Event Beer/Wine, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (L.B. McDonald)
6. Approval of Reclassification From: Supper Club License, To: Tavern License, Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140, Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife - Ward 2 (L.B. McDonald)
7. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Rupinderjit S. Sangha, dba 7-Eleven Food Store #27228C, 2403 South Eastern Avenue, Rupinderjit S. Sangha, Franchise Mgr - Ward 3 (Reese)
8. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Sahara Center, 2423 Las Vegas Boulevard, South - Ward 3 (Reese)
9. Approval of Change of Location for a Burglar Alarm Service License, American Home Security, Inc., dba American Home Security, Inc., From: 5087 Arville Street, #H, To: 4545 Spring Mountain Road, Suite 106, Ira R. Beer, Dir, Pres, CEO, Secy, Treas, 100% - County
10. Approval of a new Psychic Art and Science License, Harry W. Kindness, III, dba Harry W. Kindness, III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
11. Preapproval of award of Bid Number 04.1730.06-CW, Bruce Street Diversion and Charleston Sewer Rehabilitation Phase II to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (monetary range \$5,000,000 to \$7,000,000 - Sanitation Enterprise Fund) - Ward 3 (Reese)
12. Approval of award of contract for RFP No. 040091-CW, Administration of Special Improvement District (SID) Financial Management Services - Finance and Business Services - Award recommended to: ASSESSMENT MANAGEMENT GROUP, INC. (Estimated 3-year total amount of \$2,017,000 - Various Special Revenue Funds) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of issuance of a purchase order for a remote controlled forklift - Department of Fire and Rescue - Award recommended to: JACKSON AND TULL CHARTERED ENGINEERS (\$376,400 - Fire Equipment Internal Service Fund)
14. Approval of issuance of a purchase order for an annual requirements contract for Waukesha Engine Dresser, Inc. OEM parts - Department of Public Works - Award recommended to: STEWART & STEVENSON POWER, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
15. Approval of revision of purchase order 216458 for an annual requirements agreement for Kaba Lock Cores - Department of Detention and Enforcement - Award to: IDN ACME, INCORPORATED (\$60,000 - Various Funds)
16. Approval of award of Bid Number 040070-TG, Annual Requirements Contract for Zone Notification Signs - Department of Planning and Development - Award recommended to: SIGNPRO (Estimated annual amount of \$75,000 - General Fund) - All Wards
17. Approval of issuance of a purchase order for an annual hardware and software maintenance and support agreement for Stratus ftServer - Department of Fire and Rescue - Award Recommended to: TRITECH SOFTWARE SYSTEMS (Estimated annual amount of \$60,000 - Fire Communications Internal Service Fund)
18. Approval of rescission of award and re-award of Lot III of Bid Number 020008-KF, Annual Requirements Contract for Fire Rescue Equipment - Department of Fire and Rescue - Award recommended to: DESERT SPECIALTY RIGGING SUPPLY (Estimated annual amount \$23,000 - General Fund)
19. Approval of revision to purchase order 219364 for Community Emergency Response Team Backpacks - Department of Fire and Rescue - Award to: SAFETY IMAGES (\$8,625 - Multi-Purpose Special Revenue Fund)
20. Approval of issuance of a purchase order for an annual requirements agreement for GPS Navigational Equipment and Subscription Services - Various Departments - Award recommended to: @ROAD (Estimated annual amount of \$300,000 - Various Funds)

HUMAN RESOURCES DEPARTMENT - CONSENT

21. Approval to contract with Medical Management Specialists, LLC for large case management and utilization review (\$66,000 - Self-insurance Internal Service Fund)
22. Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

LEISURE SERVICES DEPARTMENT - CONSENT

23. Approval of name designation of the Doolittle Community Center main and auxiliary gymnasiums - Ward 5 (Weekly)
24. Approval of grant award in the amount of \$10,000 (General Fund) from The National Endowment for the Arts (Grant #04-7800-1050 - CFDA # 45.024), Challenge America - Access to the Arts, to the City of Las Vegas Cultural Affairs Division - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

25. Approval of a reimbursement to Clark County for funding \$105,942 for the provision of winter shelter for homeless individuals at Shade Tree, Salvation Army and Catholic Charities and an allocation of \$37,061 for a Homeless Management Information System (HMIS) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

26. Approval of a Professional Services Agreement with Terracon for Materials Testing and Inspection Services on the Alexander Road/Hualapai Way Roadway Project (\$121,250 - Clark County Regional Flood Control District, \$140,000 - Regional Transportation Commission, \$7,750 - Bureau of Land Management Southern Nevada Public Lands Management Act, \$4,000 - City of Las Vegas Sanitation Fund, \$10,250 - Clark County Special Improvement District #146, \$16,750 - City of Las Vegas Special Improvement District #1493) - Ward 4 (Brown)
27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Alpha Engineering on behalf of Sandra Maserang, owner (southeast corner of Red Coach Avenue and Kevin Way, APN 138-05-203-001) - County (near Ward 4 - Brown)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - P.R.E. Engineers on behalf of Serenity Brook Estates, owners (south of Washburn Road, west of Juliano Road, APNs 125-32-701-013, 125-32-701-014, and 125-32-701-015) - County (near Ward 6- Mack)
29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Jennifer Doody, P.E. on behalf of Farm & Rainbow LLC, owners (north of Farm Road, east of Rainbow Boulevard, APN 125-14-201-008) - County (near Ward 6 - Mack)
30. Approval of an Interlocal Agreement with Clark County for construction of road improvements on Tenaya Way (Northern Beltway To Elkhorn Road) - Ward 6 (Mack)
31. Approval of an Integration/Programming Services Agreement with Honeywell, Inc. for integration/programming services to include migrating all operating systems to current Environmental Division standards, augmenting Environmental Division staff with specialty skills and knowledge, performing operating system upgrades, performing operational improvements to better utilize the Supervisor Control and Data Acquisition system, and converting existing vendor programmable logic controllers to Environmental Division standards for the Water Pollution Control Facility and all satellite facilities (\$3,885,770 - Sanitation Fund) - County

RESOLUTIONS - CONSENT

32. R-27-2004 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
33. R-28-2004 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
34. R-29-2004 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
35. R-30-2004 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Drive/Azure Way (Levy Assessments) - Ward 6 (Mack)
36. R-31-2004 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50 - Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
37. R-32-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005) (\$41,902.50- Capital Projects Fund - Special Assessments) - Ward 1 (Moncrief)
38. R-33-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1487 - Jones Boulevard (Beltway to Elkhorn) (\$954,101.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

39. Approval to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive (\$100 - Real Estate & Asset Management - Rental of Land) - Ward 6 (Mack)
40. Approval of First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive (\$63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report and possible action on the operation of motorized vehicles on a public street or highway without a valid drivers license
42. Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and Sher Development, LLC granting Sher Development a two year exclusive negotiation period to conduct feasibility studies and negotiate a Disposition and Development Agreement with the City for the development of a zoo on the Floyd Lamb State Park site owned by the State of Nevada - Ward 6 (Mack)

BUSINESS DEVELOPMENT - DISCUSSION

43. Discussion and possible action regarding a report concerning the Downtown Entertainment Corporation on their progress to effectuate the implementation of the East Fremont Entertainment District, the appropriateness of extending the sunset of the district another 18 months - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Lameche Anice Davis, 507 North Lamb #5, Las Vegas, Nevada 89110
45. Discussion and possible action to correct the fine imposed against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, January 7, 2004, to \$1,017,000 and to approve a release and settlement agreement between the City, La Fuente, Inc., and Jack Galardi - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

46. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name, and Key Employee for a Tavern License and a new Nonrestricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations, and confirmation of approval by the Nevada Gaming Commission, From: Horseshoe Club Operating Co., dba Horseshoe Club, Becky L. Behnen, COB, Pres, CEO, Treas, 99.153%, Jack B. Binion, .847%, To: Speakeasy Gaming of Fremont, Inc., dba Binion's Horseshoe Casino and Hotel, 128 Fremont Street, Edson R. Arneault, Dir, Pres, Secy, Treas, Roger M. Szepelek, COO, MTR Gaming Group, Inc., PTC, 100%, Edson R. Arneault, COB, CEO, HHLV Management Company, LLC, Key Employee, Thomas M. Jenkin, Key Employee, Harrah's Operating Company, Inc., Mmbr, 100% - Ward 5 (Weekly)
47. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Jim Colbert Golf, Inc., dba Colbert Fogler Golf Enterprises, Robert H.

Williams, Pres, To: Golf Enterprises, Inc., dba Las Vegas Golf Club, 4300 West Washington Avenue, Neil M. Miller, Pres, Treas, Dona L. Tanaka, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

48. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: The Badlands Golf Club, Inc., Stanton V. Abrams, Dir, Pres, Richard B. Rogers, Dir, Secy, Michael J. Meluskey, Dir, Treas, To: American Golf Corporation, dba The Badlands Golf Club, 9119 Alta Drive, Neil M. Miller, EVP, CFO, Treas, Dona L. Tanaka, Secy - Ward 2 (L.B. McDonald)
49. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Mulugeta K. Bour, dba Oakey Discount Market, 1616 Las Vegas Boulevard South, Mulugeta K. Bour, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a Review of a Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
51. ABEYANCE ITEM - Discussion and possible action regarding a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Young Il Kong, dba Grand Master Kong Taekwon-do, 1780 North Buffalo Drive, Suite 105, Young I. Kong, 100% - Ward 4 (Brown)

BOARDS & COMMISSIONS - DISCUSSION

52. ABEYANCE ITEM - TRAFFIC & PARKING COMMISSION - Lewis Brandon, Term Expiration 10-18-2004 (Resigned)
53. ANIMAL ADVISORY COMMITTEE - Mark A. Dolginoff, Term Expiration 3-20-2004

REAL ESTATE COMMITTEE - DISCUSSION

54. Discussion and possible action regarding a Lease Agreement between the City of Las Vegas and the International Institute of Modern Letters for approximately 3,800 square feet of office space located at 400 South Las Vegas Boulevard commonly referred to as the Fifth Street School - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

55. Bill No. 2004-5 - Establishes the "Live/Work Overlay District," together with related regulations and provisions. Proposed by: Robert S. Genzer, Director of Planning and Development
56. Bill No. 2004-6 - Increases the time limit for parking in residential permit parking zones. Proposed by: Michael Sheldon, Director of Detention and Enforcement
57. Bill No. 2004-16 - Extends for an additional 18 months the provisions of Ordinance No. 5521, relating to the Downtown Entertainment Overlay District. Sponsored by: Mayor Oscar B. Goodman

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.

58. Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development
59. Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

60. Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney
61. Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement
63. Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement
64. Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement
65. Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement
66. Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

67. 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

68. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter and dangerous building located at 1020 Hassett Avenue. PROPERTY OWNER: JAMES W. & RHONDA O'CONNOR – Ward 3 (Reese)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1013 Ingraham Street. PROPERTY OWNER: GABRIEL VARGAS AYALA – Ward 3 (Reese)
70. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building/boarded building nuisance located at 510 W. McWilliams Ave.. PROPERTY OWNER: LAND ACQUISITIONS, LLC – Ward 5 (Weekly)
71. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building/Demolition regarding 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - 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 – DISCUSSION

72. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - SDR-3201 - TABERNACLE OF PRAISE CHURCH OF GOD IN CHRIST ON BEHALF OF THE BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR EXISTING TEMPORARY MODULAR TRAILERS TO BECOME PERMANENT on 5 acres at 7550 Constantinople Avenue (APN: 138-10-101-020), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation], Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend DENIAL
73. ABEYANCE ITEM - MAJOR MODIFICATION TO THE IRON MOUNTAIN RANCH MASTER PLAN - PUBLIC HEARING - MOD-3069 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Major Modification to the Iron Mountain Ranch Master Plan (Planned Area 16 and Section 2.3.2) TO ALLOW 14,000 SQUARE FOOT MINIMUM LOT SIZES WHERE 20,000 SQUARE FOOT IS THE MINIMUM ALLOWED on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
74. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3069 - PUBLIC HEARING - SDR-3072 - SIGNATURE HOMES ON BEHALF OF PLASTER DEVELOPMENT COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 18 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.8 acres adjacent to the southwest corner of Horse Drive and Thom Boulevard (APN: 125-12-701-005), R-E (Residence Estates) 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
75. ABEYANCE ITEM - REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-3668 - APPLICANT: HIGCO, INC. - OWNER: BOCA PARK PARCELS, LIMITED LIABILITY COMPANY - Required One Year Review of an approved Special Use Permit (SUP-1164) regarding the hours of operation of a Tavern located at 8820 West Charleston Boulevard, Suite 105 (APN: 138-32-412-027), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). Staff recommends APPROVAL
76. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by Singer & Brown from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL
77. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3315 - BUMPER MEDIC ON BEHALF OF SUN WEST - Request for a Special Use Permit FOR A PROPOSED AUTO PAINT AND BODY REPAIR SHOP at 7870 West Ann Road (APN: 125-28-818-004), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
78. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3369 - LAS VEGAS BILLBOARDS ON BEHALF OF MARVIN JAMES SCHIFF TRUST 80 - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2912 Highland Drive, (APN: 162-09-301-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL. (NOTE: An approved billboard is under construction within 300 feet. Therefore, staff recommends DENIAL)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

79. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - 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, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
80. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3479 - LAMAR OUTDOOR ADVERTISING ON BEHALF OF NEWBERG-FIORELLO DEVELOPMENT - Appeal filed by Lamar Outdoor Advertising from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40 FOOT TALL, 14 FOOT BY 48 FOOT, OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2475 South Jones Boulevard (APN: 163-02-802-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0 vote) and staff recommend DENIAL
81. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3542 - APPLICANT: PAT MARCY - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit and a Waiver of the distance separation requirements FOR A PROPOSED SUPPER CLUB located at 1916 Village Center Circle, Suite 7 (APN: 138-19-719-003), P-C (Planned Community) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. 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
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval to authorize staff to apply for a land lease with the Bureau of Land Management for Recreation and Public Purposes for land located south of Moccasin Road between Cimarron Road and Torrey Pines Drive (\$100 - Real Estate & Asset Management - Rental of Land) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$100

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: Real Estate/Rental of Land

PURPOSE/BACKGROUND:

On 12/17/03, Council approved staff to enter into discussions and possible negotiations with the State of Nevada regarding Floyd Lamb State Park, including relinquishing their current lease with the Bureau of Land Management on 1,060 acres of land in favor of the City of Las Vegas. Staff is requesting to apply for a Recreation and Public Purposes lease to be in second position for this land behind the State of Nevada without further obligation of the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site map

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

Under Item 2, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:23 - 9:25)

Site Map

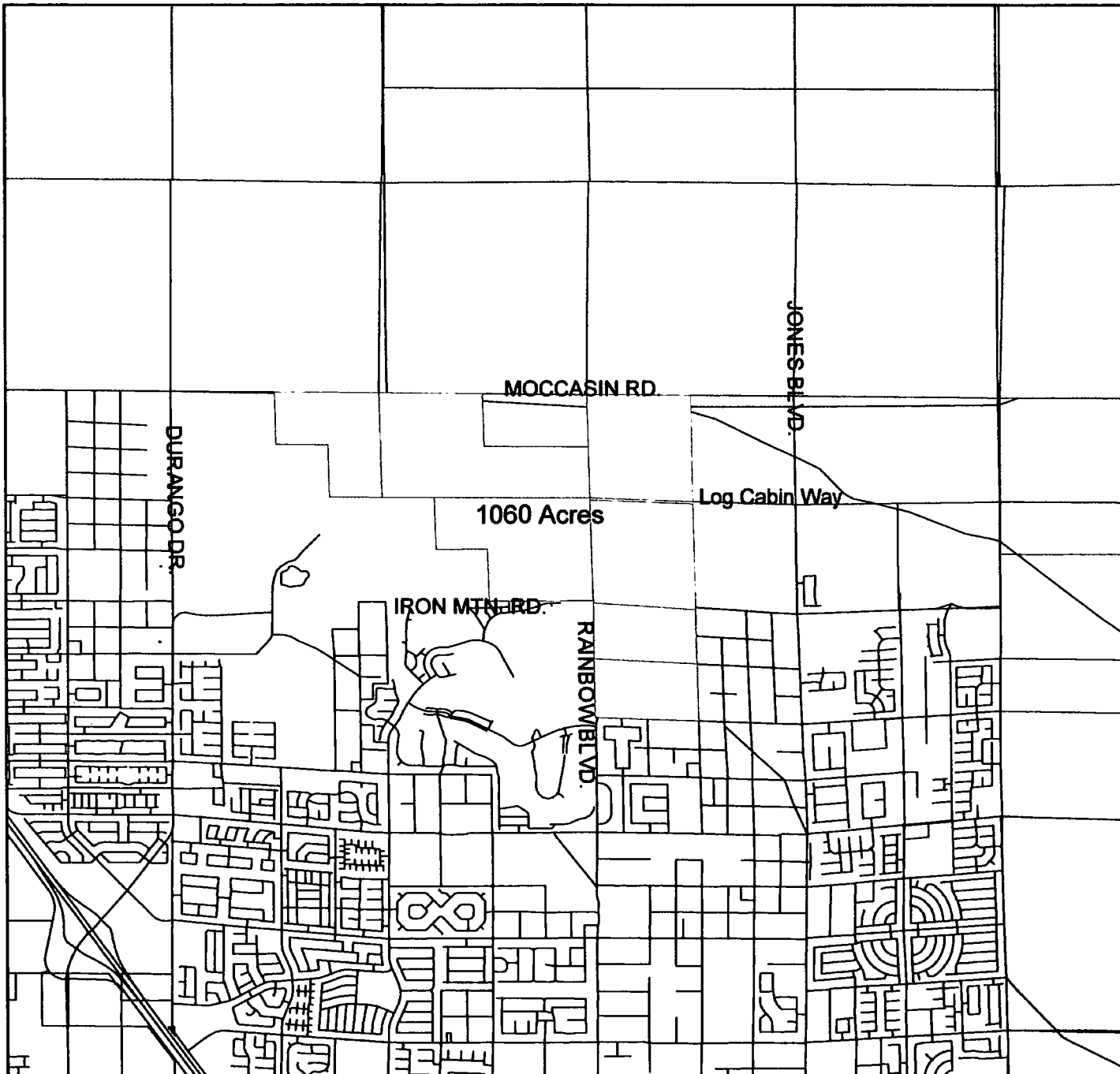
Legend

-  Site
-  Street Centerline
-  USA

Real Estate & Asset Mgmnt



2/13/2004



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 3, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of First Amendment to Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center - 1951 Stella Lake Drive (\$63,072 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount: \$63,072/36 months (revenue)

Dept./Division: Neigh. Svcs./Neigh. Devel.

Funding Source: Las Vegas Business Center
Operations Fund

PURPOSE/BACKGROUND:

In-House Productions is currently a tenant at the Las Vegas Business Center and due to growth, is expanding their business operations to include a second suite. City Council approved In-House Productions' current Lease Agreement on May 21, 2003, and since beginning its tenancy on June 1, 2003, the company has created two full-time positions. In-House Productions provides business support services, convention services, and contract labor to the entertainment industry. The lease term is three years with three one-year options for renewal.

RECOMMENDATION:

Staff recommends approval of the Amended Lease Agreement between the City of Las Vegas and In-House Productions at the Las Vegas Business Center.

BACKUP DOCUMENTATION:

First Amendment to Lease Agreement Las Vegas Business Center

MOTION:

REESE - APPROVED Items 2-21 and 23-40 - UNANIMOUS with L.B. McDONALD excused

Item 22: ABEYANCE to 3/17/2004 under separate action (see individual item)

MINUTES:

Under Item 2, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:23 - 9:25)

1-418

FIRST AMENDMENT TO
LEASE AGREEMENT
LAS VEGAS BUSINESS CENTER

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 3 day of March, 2004, by and between the CITY OF LAS VEGAS, municipal corporation of the State of Nevada ("City"), and IN-HOUSE PRODUCTIONS, ("Lessee").

RECITALS

WHEREAS, the City and Lessee entered into a Lease Agreement ("Lease") dated May 21, 2003, for the lease of certain Premises as the Las Vegas Business Center; and

WHEREAS, the City and Lessee desire to change certain provisions of the Lease concerning the term of tenancy, condition of premises and tenant improvements to the Premises;

NOW THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Lessee agree to amend the Lease as follows:

1. Section 1, entitled "Lease of Premises," shall be deleted and replaced with the following:

Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suites 7 and 34. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by In-House Productions.

2. Section 2, entitled "Term," shall be deleted and replaced with the following:

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on March 1, 2004 (the "Commencement Date") and shall end on February 28, 2007.

3. Section 8, entitled "Minimum Rent," shall be deleted and replaced with the following:

Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of One Thousand Six Hundred Eighty Dollars and No/Hundredths (\$1,680.00) in advance, calculated at Eighty Cents (\$.80) per square foot for the 800 square foot office area and Sixty-five Cents (\$.65) per square foot for the flex-space in the 1600 square foot warehouse area, on the first day of each remaining calendar month during the first year of the Lease. Lessee agrees to pay the sum of One Thousand Seven Hundred Fifty-Two Dollars and No/Hundredths (\$1,752.00), calculated at Eighty-three Cents (\$.83) per square foot for the 800 square foot office area and Sixty-eight Cents (\$.68) per square foot for the flex-space in the 1,600 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of One Thousand Eight Hundred Twenty Four Dollars and No/Hundredths (\$1,824.00), calculated at Eighty-six Cents (\$.86) per square foot for the 800 square foot office area and Seventy-one Cents (\$.71) per square foot for the flex-space in the 1,600 square foot warehouse area, on the first day of each calendar month during the third year of the Lease, thus producing \$63,072 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on March 1, 2004, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Lessee to Lessor may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Lessee shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days written notice thereof.

4. Section 11, entitled "Security Deposit," shall be amended to include the following statement:

On or before the Commencement Date, Lessee agrees to deposit

with Lessor, in addition to the sum specified in Section 8, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) as a security deposit for the performance by Lessee of all the covenants, terms and conditions that it is required to perform hereunder.

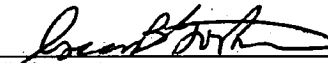
5. Section 44, entitled "Notices," shall be amended as follows:

The statement "Sharon Segerblom, Director," shall be deleted and replaced with "Orlando Sanchez, Acting Director."

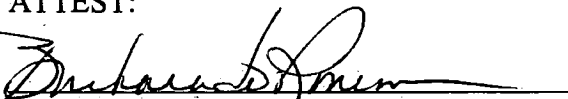
Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

...
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor
"CITY"

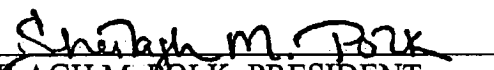
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM  2/2/04

APPROVED BY CITY COUNCIL 3-3-04

IN-HOUSE PRODUCTIONS

By 
SHEILA M. POLK, PRESIDENT
"LESSEE"

...
...
...

Exhibit B

The principals and partners of In-House Productions and all persons and entities holding more than a 1% interest in In-House Productions or any principal of In-House Productions are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	<u>Sheilagh M. Polk</u>	<u>1951 Stella Lake Street, Ste 34 LV, NV 89106</u>	<u>631-4748</u>
2.	<u>Patrick J. Bash</u>	<u>1951 Stella Lake Street, Ste 34 LV, NV 89106</u>	<u>631-4748</u>
3.	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>
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9.	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>

I certify that the information set forth above is true and correct.

In-House Productions

Sneilagh M. Bolk
Sneilagh M. Bolk, President

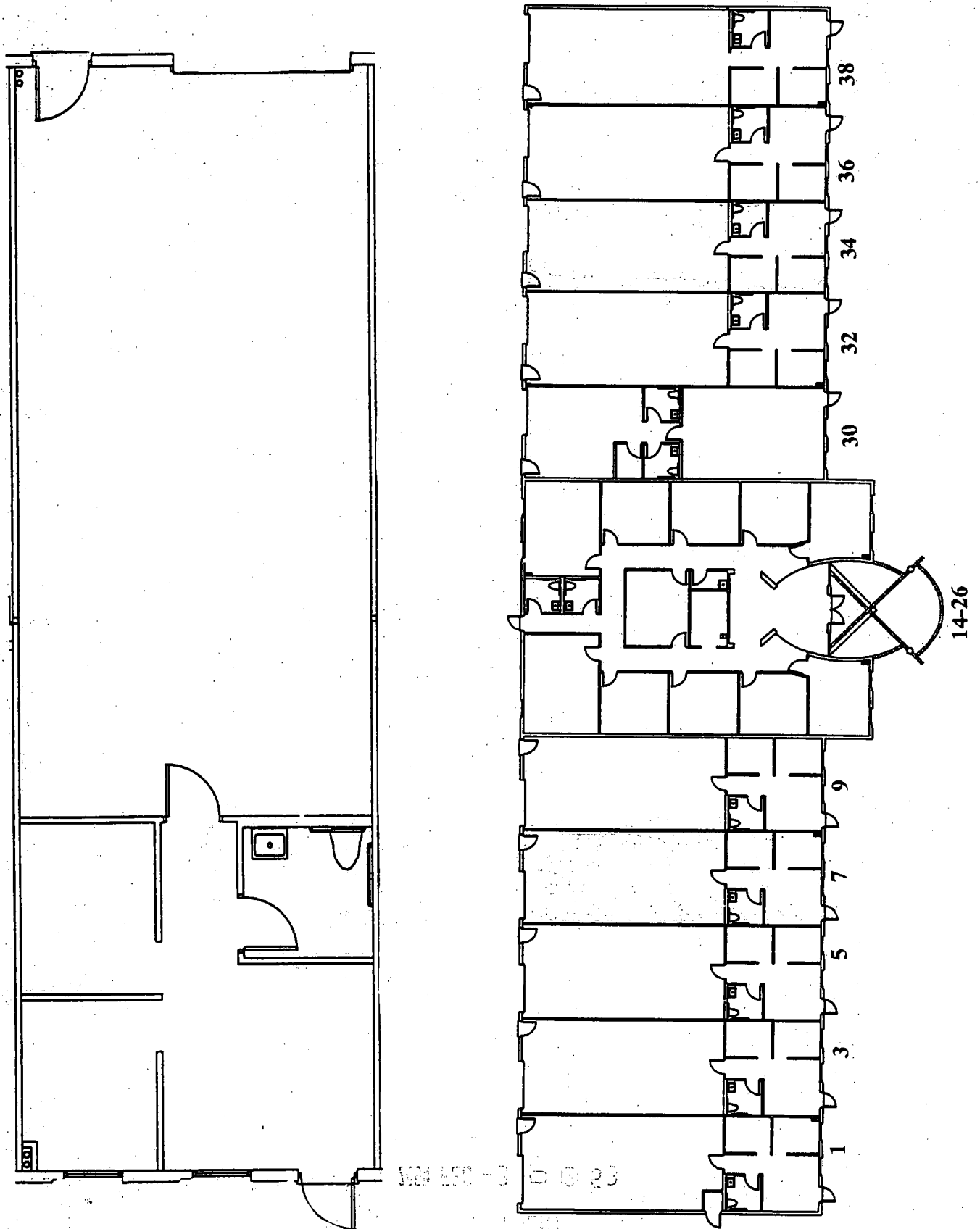
02/03/04

Date _____

ATTEST

Leonard Dixon, Staff
Neighborhood Services Department

Exhibit "A"
Las Vegas Business Center
Floor Plan



SW 450-3 10-23

SECURITY POLICE