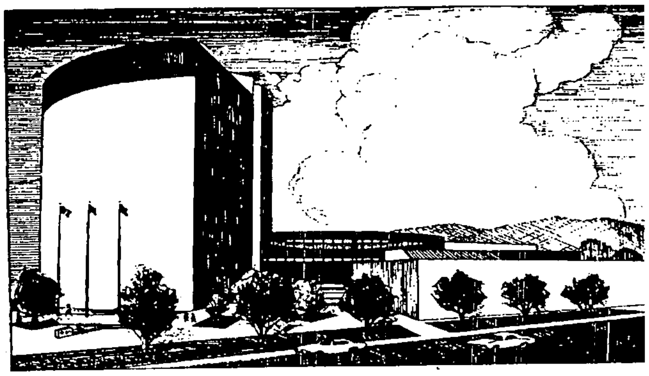

MINUTES

City of Las Vegas

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

CITY COUNCIL
Meeting of

APRIL 7, 2004

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
COUNCILWOMAN LYNETTE BOGGS MCDONALD (Excused from AM session and from PM session until 1:14 PM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILWOMAN JANET MONCRIEF	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: June 16, 2004
ATTEST:

CITY CLERK **MAYOR**

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 **1st** day of **April, 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 **7th day of April, 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.

Paula Clark

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

2nd day of April, 2004

Doreen L Araujo

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
DOREEN L. ARAUJO
My Appointment Expires
April 26, 2005
No. 01-69630-1

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark and Jo Ann Williams, employees of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **1st** day of **April, 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 **7th day of April, 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. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

2nd day of April, 2004

Doreen L. Araujo
NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
DOREEN L. ARAUJO
My Appointment Expires
April 26, 2005
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City of Las Vegas

CITY COUNCIL AGENDA

APRIL 7, 2004

TABLE OF CONTENTS

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.

APRIL 7, 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 - MAJOR WILLIAM RAIHL, CLARK COUNTY COORDINATOR FOR SALVATION ARMY
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF FAIR HOUSING MONTH
- RECOGNITION OF THE CITY CENTRE DEVELOPMENT CORPORATION
- RECOGNITION OF THE WORLD CUP FLAG FOOTBALL CHAMPIONS
- RECOGNITION OF ENVIRONMENTAL AWARENESS 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

2. Approval of the Final Minutes by reference of the Regular City Council Meetings of February 18, 2004 and March 3, 2004 and the Recessed City Council Meeting of March 5, 2004

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

3. Approval of an amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center ($216,947 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

5. Approval of the Fiscal Year 2004 budget for the City Parkway IV A, Inc. ($26,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

6. Approval of the Fiscal Year 2004 operating budget for the City Parkway IV, Inc, and City Parkway V, Inc., combined ($71,269 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

7. Approval of the Fiscal Year 2004 operating budget for the Office District Parking I, Inc. ($3,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

8. Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Date: April 15, 25, May 1, 8, 31, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (L.B. McDonald)

9. Approval of a Special Event License for St. Anne Parish Community, Location: St. Ann Catholic School, 1813 South Maryland Parkway, Dates: April 17-18, 2004, Type: Special Event General, Event: St. Anne Parish Community Fun Fair 2004 Fundraiser, Responsible Person in Charge: Carol Rose - Ward 3 (Reese)

10. Approval of a Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Chicago America Holding, LLC, dba BJ's Restaurant & Brewhouse, 10840 West Charleston Boulevard, Paul A. Motenko, Mgr, Chicago Pizza & Brewery, Inc., a publicly traded company, Mmbr, 100%, Paul A. Motenko, COB, Co-CEO, VP, Secy - Ward 2 (L.B. McDonald)

11. Approval of a new Restricted Gaming License for 5 slots, HWEH, Inc., dba Arco AM/PM Store #5313, 1550 North Rancho Drive, Heung S. Kim, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

12. Approval of a new Restricted Gaming License for 4 slots, Aloha Laundry and Cleaners, Ltd., dba Aloha Laundry, 1404 South 3rd Street, Mary-Kay Pa, Mmbr, 100%, Gregory H. K. Pa, Mgr - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

13. Approval of a new Restricted Gaming License for 7 slots, Spickler-Olenak, LLC, dba Munchies, 6390 West Lake Mead Boulevard, Jason W. Olenak, Mmbr, 50%, Kimberly A. Olenak, Mmbr, 50% - Ward 6 (Mack)

14. Approval of a new Burglar Alarm Service License, Angela M. Gullotta, dba Alarm Specialists, 4202 Carrie Hills Avenue, Angela M. Gullotta, 100% - North Las Vegas

15. Approval of Change of Location for a Burglar Alarm Service License, All Protection Security, Inc., dba All Protection Security, Inc., From: 42217 Rio Nedo, Suite A-204, Temecula, California, To: 2000 South Jones Boulevard, Suite 230, John P. Haecker, Pres, 52.5%, David M. Ray, VP, 47.5% - Ward 1 (Moncrief)

16. Approval of Change of Business Name for a Massage Establishment License, Richard William Harris, dba From: Fitness Massage Therapy, To: The Massage Group, 7980 West Sahara Avenue, Richard W. Harris, 100% - Ward 1 (Moncrief)

17. Approval of award of contract for Request for Proposal No. 040072-CW, Oracle 11i Software Migration Implementation Service - Department of Information Technologies - Award recommended to: SOLBOURNE COMPUTER, INC. ($2,187,172 - Computer Services Internal Service Fund)

18. Approval of award of Bid Number 03.1730.12-LED, Downtown Street Rehabilitation, Phase 3 and Street Rehabilitation - Mayfair Neighborhood, Phase 2 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,487,451 - Public Works Capital Projects Fund) - Ward 5 (Weekly)

19. Approval of award of Contracts 040275 and 040278, SPESCOM Software and Support and Maintenance - Department of Information Technologies - Award recommended to: SPESCOM SOFTWARE, INC. ($944,162 - Computer Services Internal Service Fund)

20. Approval of award of Contract 040120, professional services contract for the Northwest Regional Open Space Plan - Department of Planning and Development - Award recommended to: GREENWAYS, INC. ($235,780 - Parks and Leisure Activities Capital Projects Fund) - Wards 4 and 6 (Brown and Mack)

21. Approval of award of Contract 040269, annual audit services of the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2004, 2005, and 2006 - Department of Finance and Business Services - Award recommended to: KPMG LLC ($156,000 - General Fund)

22. Approval of Contract 030366-LW, Psychological Assessment Services for Fire and Rescue and Detention - Department of Human Resources - Award recommended to: HARRISON C. STANTON AND ASSOCIATES, LLC ($100,000 - General Fund)

23. Approval of award of Bid Number 040193-KF, Annual Requirements Contract for Fire Hydrant Parts - Department of Fire and Rescue - Award recommended to: STANDARD WHOLESALE SUPPLY for Lots II & IV, NATIONAL WATERWORKS for Lot I, FERGUSON ENTERPRISES, INC. for Lots III and VII and UNITED STATES PIPE & FOUNDRY CO. for Lot VI (Estimated annual aggregate amount of $82,000 - General Fund)

24. Approval of issuance of a purchase order for an annual requirements contract for Freightliner, Sterling Western Star and Ford L & C Series truck OEM parts and service - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER (Estimated annual amount of $65,000 - General Fund)

25. Approval of award of Bid Number 040230-KF, Class 6 Truck - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER ($54,092 - Fire Equipment Internal Service Fund)

26. Approval of issuance of a purchase order for four (4) auto-pulse resuscitation systems - Department of Fire and Rescue - Award recommended to: REVIVANT CORPORATION ($49,745.84 - Public Education Special Revenue Fund)

27. Approval of award of Bid Number 03.19402.05-CW, Install Exterior Insulation Foam System at City Hall, 400 Stewart Avenue, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: M&H BUILDING SPECIALTIES, INC. ($51,314 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

28. Approval of issuance of a purchase order for firefighters test preparation manuals and test booklets - Department of Human Resources - Award recommended to: FIREFIGHTER SELECTION, INC. ($30,569.34 - General Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with American Medical Response - Las Vegas for the transfer of interoperable radio equipment for public safety communications - All Wards

30. Approval of Temporary Access and Indemnification Agreement between the City of Las Vegas and the Vestin Group for conducting technical rescue training exercises at the Castaways Hotel Casino and Bowling Center between April and October 2004 - Ward 3 (Reese)

31. Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Paiute Tribal Police Department for the transfer of interoperable radio equipment for public safety communications - All Wards

32. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for the transfer of interoperable radio equipment for public safety communications - All Wards

33. Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with Southwest Ambulance for the transfer of interoperable radio equipment for public safety communications - All Wards

34. Approval of a contract renewal between the City of Las Vegas and Trauma Intervention Programs, Inc. ($46,884 - General Fund) - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

35. Approval of the revised City Health Insurance Employee Benefit Plan Document

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

36. Approval of recommendation of lands to be disposed of by the Bureau of Land Management (BLM) in the Spring 2005 Public Sale - Ward 6 (Mack).

PUBLIC WORKS DEPARTMENT - CONSENT

37. Approval of Second Supplemental Interlocal Contract 389b Jones Boulevard/Las Vegas Beltway to Elkhorn Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to increase the amount of the Interlocal Contract ($60,000 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)

38. Approval of Interlocal Contract 388b Alexander Road/Hualapai Way - Cheyenne Avenue to Cimarron Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for Engineering, Right-of-Way Other and Construction ($6,341,047 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)

39. Approval of Fourth Supplemental Interlocal Contract LAS.19.B.01 Owens Avenue System Rancho Drive to I-15 between the City of Las Vegas and the Clark County Regional Flood Control District to increase funding for Construction Management ($96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

40. Approval of Interlocal Contract #461 - ITS Communication Infrastructure Project between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction ($6,500,000 - Southern Nevada Regional Transportation Commission) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

41. Approval of a Seventh Supplemental Cooperative Agreement - Traffic Capacity and Safety Improvements - Second Program Year between the City of Las Vegas, Clark County and the Southern Nevada Regional Transportation Commission to reduce funding and close the project ($-23,458.96 reduction - Clark County) - All Wards

42. Approval of Third Supplemental Interlocal Contract #321c Vegas Drive/Rancho Drive to I-15 between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to purchase right-of-way, perform construction inspection and construct roadway improvements ($104,000 - Southern Nevada Regional Transportation Commission) - Ward 5 (Weekly)

43. Approval to file an amendment to Right-of-Way Grant Number N-75757 with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes for portions of land lying within the Northeast Quarter of Section 7, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the southwesterly side of U.S. 95, approximately 1,320 feet west of the Fort Apache Road alignment, APN 125-07-601-003 – Ward 6 (Mack)

44. Approval of Contract Modification #1 with Frehner Construction for additional work necessary to complete the Vegas Drive/Owens Avenue - Rancho Road to I-15 project ($287,560 - Regional Transportation Commission - $265,440 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

45. Approval of a Third Amendment to Professional Services Agreement with Kimley-Horn Associates, Inc. for additional engineering services for the Vegas Drive/Owens Avenue - Rancho Drive to Interstate 15 Project ($19,200 - Clark County Regional Flood Control District - $20,800 - Regional Transportation Commission) - Ward 5 (Weekly)

46. Approval of a Second Amendment to Professional Services Agreement with Ninyo and Moore for the continuation of the operation and maintenance of the Gateway Remediation System ($71,978 - Sanitation Funds, 95% of which is to be reimbursed by the Nevada Division of Environmental Protection) - Ward 3 (Reese)

47. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - White 1998 Trust, Timothy L. and Susan A. White, Trustees, owners (southwest corner of Regena Avenue and Conquistador Street, APN 125-30-101-038) - County (near Ward 6 - Mack)

48. Approval of an Encroachment Request from Anthony Bock on behalf of Congregation Sharrei Tefilla, owner (area bound by Charleston Boulevard, 17th Street, Sahara Avenue, Santa Rosa Drive, Rexford Place, Oakey Boulevard, and Sixth Street) - Ward 3 (Reese)

49. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Spinnaker Homes V, LLC, owner (northeast corner of Fort Apache Road and Deer Springs Way) - Ward 6 (Mack)

50. Approval of an Encroachment Request from Integrity Engineering on behalf of Desert Lincoln-Mercury, Incorporated, owner (Duneville Street and Westwind Road) - Ward 1 (Moncrief)

51. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Wright Engineers on behalf of Carina Corporation, owners (southwest corner of Washburn Road and Buffalo Drive, APNs 125-33-704-001, 125-33-704-002, 125-33-704-003, and 125-33-704-004) - County (near Ward 6 - Mack)

52. Approval of an Encroachment Request from G. C. Wallace, Incorporated, on behalf of Sunrise Mountainview Hospital, owner (southeast corner of Cheyenne Avenue and Tenaya Way) - Ward 4 (Brown)

53. Approval of an Encroachment Request from Wright Engineers on behalf of Kimball Hill Homes Nevada, Incorporated, owner (southeast corner of Racel Street and Cimarron Road) - Ward 6 (Mack)

54. Approval of Contract Modification #1 with Harris & Associates, Inc. for construction management services for the Vegas Drive/Owens Avenue - Rancho Drive to I-15 project ($104,000 - Regional Transportation Commission - $96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

55. Approval of City of Las Vegas' portion of the Clean Water Coalition (CWC) FY 2004-2005 Tentative Annual Operating Budget - Annual Capital budget for the Systems Conveyance and Operations Program (SCOP) - ($3,814,600 - Sanitation Fund) - Clark County

PUBLIC WORKS DEPARTMENT - CONSENT

56. Approval of an Interlocal Agreement between the Clean Water Coalition, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District allowing these member agencies to provide different types of support services such as financial, legal, and human resources to the Clean Water Coalition - All Wards

57. Approval of a Second Amendment to a Professional Services Agreement with The WLB Group, Inc. for additional design services of a lighted tennis court and park signage for Parson Park (Patriot Community Park) located at 4050 Thom Boulevard ($21,760 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

58. R-50-2004 - Approval of a Resolution supporting the Lincoln County Lands Act

59. R-51-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

60. R-52-2004 - Approval of a Resolution approving the Fifty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

61. R-53-2004 - Approval of a Resolution directing the City Treasurer to prepare the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

62. R-54-2004 - Approval of a Resolution approving the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

63. R-55-2004 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway To Elkhorn Road) (Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

64. R-56-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III ($51,232.50 - Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

65. R-57-2004 - Approval of a Resolution concerning the City of Las Vegas, Nevada, Special Improvement District No. 607 (Cliff's Edge) and the District Financing Agreement with Cliffs Edge, LLC and similar agreements with other property owners - Ward 6 (Mack)

REAL ESTATE COMMITTEE – CONSENT

66. Approval of Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)

67. Approval of a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

68. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and David M. Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street ($351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)

69. Approval of Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)

70. Approval of City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

71. ABEYANCE ITEM - Discussion and possible action to establish an employment policy for state legislators and other elected or appointed government officials

CITY ATTORNEY - DISCUSSION

72. Discussion and possible action regarding Complaint seeking disciplinary action against Carey Sam Anderson d/b/a Anderson Snack Shack, 516 Jackson Avenue, Las Vegas, Clark County, Nevada, for violations of Titles 6 and 9 of the Las Vegas Municipal Code and NRS Chapter 446 - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

73. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Bells Market Partnership, Caroline Yousif, Ptnr, 50%, Jamal Jeberaeel, Ptnr, 50%, To: Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5 (Weekly)

74. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)

75. Discussion and possible action regarding a Six Month Review of a Package License and a Restricted Gaming License for 11 slots, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)

76. Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License subject to the provisions of the fire codes, American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, #105, Mark L. Robb, Mgr, Mmbr, 49%, Allan S. Melatti, Mgr, Mmbr, 51% - Ward 4 (Brown)

77. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Princess Massage, LLC, dba Princess Massage, 2212 Paradise Road, Douglas R. Wingo, Mmbr, 100% - Ward 3 (Reese)

78. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)

79. Discussion and possible action regarding an Appeal of Revocation of Business License for an Independent Massage Therapist License, Yi Li Liu, dba Yi Li Liu, 2120 Paradise Road, Suite 110, Yi Li Liu, 100% - Ward 3 (Reese)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

80. Discussion and possible action on an allocation of $200,000 in Federal HOME funds to Economic Opportunity Board to operate their Homebuyer Assistance Program - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

81. Discussion and possible action on amendments to the Southern Nevada Water Authority Drought Plan - All Wards

RESOLUTIONS - DISCUSSION

82. R-58-2004 - Discussion and possible action regarding a Resolution Adopting a Permit and Service Fee Schedule for the Department of Fire and Rescue

83. R-59-2004 - Discussion and possible action regarding a Resolution adopting the Las Vegas Boulevard Scenic Byway Corridor Management Plan as an addendum to the Neighborhood Revitalization Component of the City of Las Vegas 2020 Master Plan - All Wards

BOARDS & COMMISSIONS - DISCUSSION

84. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Malcolm D. White, Term Expiration 4-1-2004

85. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Lolanda Bunch, Term Expiration 6-2007 (Resigned)

REAL ESTATE COMMITTEE - DISCUSSION

86. Discussion and possible action regarding a Real Property Conveyance Agreement with Stella Lake Partners, LLC, for the acquisition and development of a 120,000 square foot FBI headquarters on a 5.32-acre parcel located at the Southeast corner of Stella Lake Street and Lake Mead Boulevard, APN 139-21-313-002 (010-290-) - Ward 5 (Weekly)

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.

87. TABLED ITEM - Bill No. 2003-78 – Establishes locational restrictions for the uses "auto pawn," "auto title loan," and "specified financial institution." Proposed by: Robert S. Genzer, Director of Planning and Development

88. Bill No. 2004-17 – Annexation No. ANX-3693 – Property location: On the northeast corner of Michelli Crest Way and Bath Drive; Petitioned by: Cliffs Edge, LLC; Acreage: 2.60 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack

89. Bill No. 2004-18 – Annexation No. ANX-3714 – Property location: On the southwest corner of Chieftain Street and Bath Drive; Petitioned by: James and Lori Kibler; Acreage: 2.53 acres; Zoned: R-E (County zoning), U (TC) (City equivalent). Sponsored by: Councilman Michael Mack

90. Bill No. 2004-19 – Annexation No. ANX-3740 – Property location: On the east side of Fairhaven Street, 1,170 feet south of Lake Mead Boulevard; Petitioned by: Cytha Price, et al.; Acreage: 1.00 acres; Zoned: R-E (County zoning), U (GC) (City equivalent). Sponsored by: Councilman Lawrence Weekly

91. Bill No. 2004-20 – Revises the zoning standards and procedures for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief

92. Bill No. 2004-21 – Updates the City's emergency management provisions. Sponsored by: Mayor Oscar B. Goodman

NEW BILLS

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

93. Bill No. 2004-22 - Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement Districts #1487 (Jones - Beltway to Elkhorn) not to exceed $1,200,000 - Ward 6 (Mack), #1493 (Alexander/Hualapai - Cheyenne to Cimarron) not to exceed $740,000 - Ward 4 (Brown), and #1503 (Durango - Tropical to Clark County Highway 215) not to exceed $300,000 - Ward 6 (Mack)

94. Bill No. 2004-23 – Annexation No. ANX-3835 – Property location: On the northeast corner of Cartier Avenue and Maverick Street; Petitioned by: Saint Mary Coptic Orthodox Church; Acreage: 2.42 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Lawrence Weekly

95. Bill No. 2004-24 – Annexation No. ANX-3871 – Property location: On the southwest corner of Buffalo Drive and Iron Mountain Road; Petitioned by: CCM Trust; Acreage: 10.75 acres; Zoned: R-E (County zoning), U (R-E) (City equivalent). Sponsored by: Councilman Michael Mack

96. Bill No. 2004-25 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese

97. Bill No. 2004-26 – Establishes the "Las Vegas Boulevard Scenic Byway Overlay District," together with related regulations governing signage. Proposed by: Robert S. Genzer, Director of Planning and Development

98. Bill No. 2004-27 – Authorizes the issuance of the City of Las Vegas, Nevada Special Improvement District No. 707 (Summerlin Area) Senior Local Improvement Refunding Bonds, Series 2004

99. Bill No. 2004-28 – Updates the description of the City ward boundaries to reflect annexations, as well as other changes made by the Clark County Election Department in the numbering and description of election precincts. Proposed by: Barbara Jo Ronemus, City Clerk

100. Bill No. 2004-29 – Authorizes the issuance of the City of Las Vegas General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2004 - Various Wards

1:00 P.M. - AFTERNOON SESSION

101. 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

102. 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)

103. Required 30-day extension and review regarding the appeal of the Notice and Order to Abate Dangerous Building/Demolition at 880 E. Sahara Ave. PROPERTY OWNERS: DESERT PALMS INVESTMENT GROUP LLC - Ward 3 (Reese)

104. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1733 N. Decatur Blvd. PROPERTY OWNER: TELOS ENTERPRISES, INC. – Ward 5 (Weekly)

105. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 740 N 11th St. PROPERTY OWNER: WASHINGTON MUTUAL BANK F A – Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

106.EXTENTION OF TIME - EOT-3962 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0156-99) FOR ALCOHOLIC BEVERAGE SALES adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

107.EXTENTION OF TIME - EOT-3963 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0154-99) FOR AN AUTO REPAIR GARAGE, MINOR adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

108.EXTENTION OF TIME - EOT-3964 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0149-99) FOR A SUPPER CLUB adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

109.EXTENTION OF TIME - EOT-3965 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0155-99) FOR A RESTAURANT WITH DRIVE THRU adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

110.EXTENTION OF TIME - EOT-3966 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0153-99) FOR AN AUTOMATIC CAR WASH adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

111.EXTENTION OF TIME - EOT-3967 - APPLICANT: STANPARK CONSTRUCTION - OWNER: KOLOB, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0152-99) FOR A CONVENIENCE STORE WITH FUEL PUMPS adjacent to the northeast corner of Centennial Parkway and Durango Drive (APN: 125-20-801-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL

112.EXTENTION OF TIME - EOT-3992 - APPLICANT/OWNER: GOOD EARTH ENTERPRISES, INC. - Request for an Extension of Time on an approved Special Use Permit (SUP-1531) FOR A 330-UNIT ASSISTED LIVING APARTMENT COMPLEX at 233 South Sixth Street and 232 South Seventh Street (APN: 139-34-611-034, 036, 037, and 039), C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

113. EXTENTION OF TIME - EOT-3975 - APPLICANT/OWNER: KENNETH LONG - Request for an Extension of Time on an approved Rezoning (Z-0070-99) FROM: R-1 (Single-Family Residential) TO: P-R (Professional Office and Parking) on 0.25 acres located at 717 Clark Avenue (APN: 139-34-710-048), Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

114. REQUIRED ONE YEAR REVIEW - REVIEW OF CONDITION - PUBLIC HEARING - RQR-3881 - APPLICANT: YONO ENTERPRISES - OWNER: RICHARD AND BEATRICE STURMAN - Required One-Year Review of an approved Review of Condition (ROC-1770) [WHICH DELETED CONDITION NO. 2] of an approved Special Use Permit (U-0154-98) PROHIBITING THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE for an existing market (Fremont Family Market and Deli) at 611 Fremont Street, Suite 20 (APN: 139-34-611-019), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL

115. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3761 - APPLICANT/OWNER: WESTVIEW, LIMITED LIABILITY COMPANY - Request FOR A REVIEW OF CONDITION NO. 5 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW [Z-0058-01(1)] WHICH ESTABLISHED MINIMUM SITE SETBACKS on property adjacent to the southwest corner of Wittig Avenue and Tee Pee Lane (APN: 125-19-501-011 thru 014; 125-19-601-002 and 003), U (Undeveloped) Zone [L (Low Density Residential) and R (Rural Density Residential) General Plan Designations] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units per Acre), Ward 6 (Mack). Staff recommends APPROVAL

116. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3797 - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES, INC. - Request for a Review of Condition No. 4 of an approved Special Use Permit (U-0088-01) WHICH PROHIBITED THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS, OR SCREW CAP WINE on property located at 2320 East Fremont Street (APN: 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

117. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-3691 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Required Two Year Review of an approved Site Development Plan Review [Z-0026-92(3)] FOR A 4,032 SQUARE FOOT CHILD CARE CENTER IN THREE MODULAR BUILDINGS on 0.97 acres adjacent to the east side of Valley View Boulevard, approximately 1,200 feet north of Charleston Boulevard (APN: 139-31-801-006), C-V (Civic) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

118. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3703 - APPLICANT/OWNER: SHARON KEA - IMPERIAL HEALTH SPA - Request for a Site Development Plan Review FOR A PROPOSED HEALTH SPA, RESTAURANT AND KARAOKE BAR AND WAIVERS TO THE PERIMETER LANDSCAPING REQUIREMENTS at 1070 East Sahara Avenue (APN: 162-03-801-034, 055, 132, 033, and 069), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

119. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3787 - APPLICANT/OWNER: SILVER STATE BANK - Request for a Site Development Plan Review and Waivers of the parking lot landscaping and building foundation landscaping standards FOR A PROPOSED 5,000 SQUARE-FOOT OFFICE BUILDING on 0.46 acres located at 8901 West Sahara Avenue (APN: 163-08-120-036), C-1 (Limited Commercial) Zone, Ward 2 (L.B. McDonald). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3795 - APPLICANT/OWNER: NORTHWEST 95 LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of the Town Center Development Standards requiring on-site open space features; parking spaces to be set back a minimum of 15 feet from property lines; parking lots to be located away from street front; and walkways between parking lots and rows of parking spaces FOR A PROPOSED 293,355 SQUARE-FOOT RETAIL CENTER on 46 acres adjacent to the northwest and northeast corners of Severence Lane and Oso Blanca Road (APN: 125-17-301-003 and a portion of 125-17-701-001) T-C (Town Center) Zone [SC-TC (Service Commercial – Town Center) land use designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

121.MAJOR MODIFICATION TO THE MONTECITO DEVELOPMENT AGREEMENT - PUBLIC HEARING - MOD-3735 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Major Modification to the Montecito Development Agreement TO ADD 10 ACRES TO THE OVERALL PLAN AREA adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone [PROPOSED: ML-TC (Medium-Low Density Residential - Town Center) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL

122.SPECIAL USE PERMIT RELATED TO MOD-3735 - PUBLIC HEARING - SUP-3503 - APPLICANT: RICHMOND AMERICAN HOMES – OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Special Use Permit FOR A GATED SUBDIVISION WITH PRIVATE STREETS WITHIN TOWN CENTER adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone [PROPOSED: ML-TC (Medium-Low Residential - Town Center) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL

123.SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3735 AND SUP-3503 - PUBLIC HEARING - SDR-3505 - APPLICANT: RICHMOND AMERICAN HOMES – OWNERS: JAMES R. TUCKER FAMILY TRUST AND JAMES TUCKER TRUST - Request for a Site Development Plan Review FOR A PROPOSED 96 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 10 acres adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN: 125-20-702-001), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL

124.MAJOR MODIFICATION TO THE MONTECITO TOWN CENTER DEVELOPMENT AGREEMENT - PUBLIC HEARING - MOD-3763 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Major Modification to the Montecito Town Center Development Agreement TO ADD 5.00 ACRES TO THE OVERALL PLAN UNDER THE "MONTECITO TOWN CENTER MIXED USE COMMERCIAL" SPECIAL LAND USE DESIGNATION AND TO MODIFY SECTION 4.1 TO INCREASE COMMERCIAL SQUARE FOOTAGES AND RESIDENTIAL UNITS ACCORDINGLY, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Special Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

125.REZONING RELATED TO MOD-3763 - PUBLIC HEARING - ZON-3840 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) on 5.00 acres adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

126.SPECIAL USE PERMIT RELATED TO MOD-3763 AND ZON-3840 - PUBLIC HEARING - SUP-3765 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

127. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840 AND SUP-3765 - PUBLIC HEARING - SUP-3767 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

128. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765 AND SUP-3767 - PUBLIC HEARING - SUP-3769 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad A of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

129. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767 AND SUP-3769 - PUBLIC HEARING - SUP-3770 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad O of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

130. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767 SUP-3769 AND SUP-3770 - PUBLIC HEARING - SUP-3771 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A TAVERN on Pad P of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

131. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770 AND SUP-3771 - PUBLIC HEARING - SUP-3773 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad P of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

132. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771 AND SUP-3773 - PUBLIC HEARING - SUP-3774 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GASOLINE SALES on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

133. SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773 AND SUP-3774 - PUBLIC HEARING - SUP-3776 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A CAR WASH on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

134.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774 AND SUP-3776 - PUBLIC HEARING - SUP-3777 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

135.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776 AND SUP-3777 - PUBLIC HEARING - SUP-3778 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad Q of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

136.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777 AND SUP-3778 - PUBLIC HEARING - SUP-3779 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A TAVERN on Pad Z of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

137.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778 AND SUP-3779 - PUBLIC HEARING - SUP-3780 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad Z of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

138.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779 AND SUP-3780 - PUBLIC HEARING - SUP-3781 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad F of the proposed Montecito Marketplace commercial development, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Town Center Land Use Designations], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

139.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780 AND SUP-3781 - PUBLIC HEARING - SUP-3783 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR LIQUOR SALES on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

140.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781 AND SUP-3783 - PUBLIC HEARING - SUP-3785 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR GAMING (INCIDENTAL) on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

141.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783 AND SUP-3785 - PUBLIC HEARING - SUP-3786 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad HH of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

142.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785 AND SUP-3786 - PUBLIC HEARING - SUP-3788 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad DD of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

143.SPECIAL USE PERMIT RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3769, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785, SUP-3786 AND SUP-3788 - PUBLIC HEARING - SUP-3789 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY on Pad EE of the proposed Montecito Marketplace commercial development, adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN: 125-20-101-017), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

144.SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3763, ZON-3840, SUP-3765, SUP-3767, SUP-3770, SUP-3771, SUP-3773, SUP-3774, SUP-3776, SUP-3777, SUP-3778, SUP-3779, SUP-3780, SUP-3781, SUP-3783, SUP-3785, SUP-3786, SUP-3788 AND SUP-3789 - PUBLIC HEARING - SDR-3764 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: MTC-118, INC. - Request for a Site Development Plan Review FOR A PROPOSED 587,750 SQUARE-FOOT MIXED-USE COMMERCIAL DEVELOPMENT on 45.6 acres in Montecito Town Center, adjacent to the southeast corner of Elkhorn Road and Durango Drive (A portion of APN: 125-20-501-001 and 125-20-101-017), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) Land Use Designations] and U (Undeveloped) Zone [TC (Town Center) General Plan Designation], PROPOSED: T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use – Town Center) Town Center Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

145.MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING - MOD-3758 - APPLICANT: FRED LESSMAN - Request for a Major Modification to the Lone Mountain Master Plan TO ALLOW A MINI-WAREHOUSE FACILITY AS A PERMITTED USE IN THE VILLAGE COMMERCIAL SPECIAL LAND USE DESIGNATION with the approval of a Special Use Permit, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

146. SPECIAL USE PERMIT RELATED TO MOD-3758 - PUBLIC HEARING - SUP-4009 - APPLICANT: FRED LESSMAN - OWNER: SHADOWS HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A MINI-WAREHOUSE FACILITY on the west side of Shady Timber Street, 900 feet north of Cheyenne Avenue (APN: portions of 137-12-801-001 and 137-12-401-022) U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

147. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3758 AND SUP-4009 - PUBLIC HEARING - SDR-3759 - APPLICANT: FRED LESSMAN - OWNER: SHADOWS HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Reduction in the amount of required perimeter landscaping FOR A PROPOSED MINI-WAREHOUSE FACILITY on 3.57 acres on the west side of Shady Timber Street, 900 feet north of Cheyenne Avenue (APN: portions of 137-12-801-001 and 137-12-401-022), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] Under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

148. VACATION - PUBLIC HEARING - VAC-3664 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate all of Maverick Street, between Meisenheimer Avenue and Racel Street, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

149. TENTATIVE MAP RELATED TO VAC-3664 - TMP-3639 - QUARTERHORSE ESTATES UNIT 1 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the approval of the Planning Commission of a request for a Tentative Map FOR A 17 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 9.76 acres adjacent to the northeast corner of Maverick Street and Racel Street (APN: 125-11-704-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

150. VACATION - PUBLIC HEARING - VAC-3707 - APPLICANT: STERLING S. DEVELOPMENT - OWNER: QUARTERHORSE FALLS II, LIMITED LIABILITY COMPANY - Request for a Petition to vacate public sewer and drainage easements generally located south of Log Cabin Way, west of El Capitan Way, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

151. VACATION - PUBLIC HEARING - VAC-3726 - APPLICANT: OLYMPUS GROUP, INC. - OWNER: O'BANNON-JONES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate public sewer and drainage easements; and U. S. Government Patent Reservations generally located north of O'Bannon Drive, east of Jones Boulevard, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

152. VACATION - PUBLIC HEARING - VAC-3760 - APPLICANT: AMERICAN PREMIER HOMES - OWNER: GRAND VIEW APARTMENTS, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located south of Grand Teton Drive, east of Grand Canyon Drive, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

153. VACATION - PUBLIC HEARING - VAC-3782 - APPLICANT/OWNER: CONCORDIA HOMES NEVADA, INC. - Petition to Vacate U.S. Government Patent Easements generally located adjacent to the south side of Stange Avenue, east of Puli Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

154. VACATION - PUBLIC HEARING - VAC-3802 - APPLICANT: TANEY ENGINEERING - OWNER: UNIVEST I, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located north of Cheyenne Avenue, east of Hualapai Way, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

155. REQUIRED TWO YEAR REVIEW - VARIANCE - PUBLIC HEARING - RQR-3685 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: JAMES AND LINDA SAPP - Required Two Year Review of an Approved Variance (V-0112-96) WHICH ALLOWED AN EXISTING NON-CONFORMING 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO BE RELOCATED 513 FEET FROM ANOTHER OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 750 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED at 1109 Western Avenue (APN: 162-04-504-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

156. REQUIRED TWO YEAR REVIEW - VARIANCE - PUBLIC HEARING - RQR-3705 - APPLICANT: VIACOM OUTDOOR - OWNER: SAHARA RANCHO MEDICAL - Required Two Year Review of an Approved Variance (V-0154-94) WHICH ALLOWED A 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2320 South Rancho Drive (APN: 162-04-401-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

157. VARIANCE - PUBLIC HEARING - VAR-3711 - APPLICANT: RANCHO POINTE - OWNER: TRISISON, LIMITED LIABILITY COMPANY AND HELEN SLAVIN BALDWIN - Request for a Variance TO ALLOW 134 PARKING SPACES WHERE 199 SPACES ARE REQUIRED FOR A PROPOSED COMMERCIAL DEVELOPMENT on 2.55 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Alexander Road (APN: 138-12-110-011 and a portion of 138-12-102-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote) and staff recommend DENIAL

158. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3711 - PUBLIC HEARING - SDR-3452 - APPLICANT: RANCHO POINTE AND J. MARIO SANCHEZ - OWNER: TRISISON, LIMITED LIABILITY COMPANY AND HELEN SLAVIN BALDWIN - Request for a Site Development Plan Review FOR A 23,000 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.55 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Alexander Road (APN: 138-12-110-011 and a portion of 138-12-102-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote) and staff recommend DENIAL

159. VARIANCE - PUBLIC HEARING - VAR-3800 - APPLICANT/OWNER: RICHARD W. MINNEAR - Request for a Variance TO ALLOW A 45-FOOT BUILDING HEIGHT WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED, TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM REQUIRED, AND TO ALLOW 50 PARKING SPACES WHERE 58 SPACES ARE REQUIRED on 0.34 acres located at 1711 Bearden Drive (APN: 139-33-402-014 & 015) PD (Planned Development) Zone [PO (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

160. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3800 - PUBLIC HEARING - SDR-3799 - APPLICANT/OWNER: RICHARD W. MINNEAR - Request for a Site Development Plan Review FOR A PROPOSED 20,400 SQUARE-FOOT MIXED-USE DEVELOPMENT consisting of 6,800 square feet of Medical Office space and 16 multi-family residential units on 0.34 acres at 1711 Bearden Drive (APN: 139-33-402-014 & 015) PD (Planned Development) Zone [PO (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

161. VARIANCE - PUBLIC HEARING - VAR-3880 - APPLICANT/OWNER: ASIE JAH - Request for a Variance TO ALLOW FIVE PARKING SPACES WHERE SIX ARE REQUIRED FOR A PROPOSED OFFICE on 0.18 acres at 2413 Maroney Avenue (APN: 162-02-410-096) R-2 (Medium-Low Density Residential) under Resolution of Intent to N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

162. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3880 - PUBLIC HEARING - SDR-3710 - APPLICANT/OWNER: ASIE JAH - Request for a Site Development Review FOR A PROPOSED LAW OFFICE AND FOR A WAIVER OF THE PERIMETER PARKING LOT LANDSCAPING REQUIREMENTS on 0.18 acres at 2413 Maroney Avenue (APN: 162-02-410-096) R-2 (Medium-Low Density Residential) under Resolution of Intent to N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

163. 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

164. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3545 - APPLICANT: SHOW MEDIA - OWNER: NEVADA SPACE, INC. - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2798 Highland Drive (APN: 162-09-202-007), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

165. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3716 - APPLICANT: AURELIO'S - OWNER: CHEYENNE INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING CHURCH AND PARK at 7660 West Cheyenne Avenue, Suite #122 (APN: 138-09-821-003), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

166. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3712 - APPLICANT: CHURCH'S BAIL BONDS, INC. - OWNER: BONNEVILLE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A BAILBOND SERVICE at 608 South Third Street (APN: 139-34-311-070), R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

167. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3712 - PUBLIC HEARING – SDR-3713 - APPLICANT: CHURCH'S BAIL BONDS, INC. - OWNER: BONNEVILLE CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Review FOR A PROPOSED BAILBOND OFFICE on 0.16 acres at 608 South Third Street (APN: 139-34-311-070), R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

168. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3729 - APPLICANT: BAIL BOND AMERICA, INC. - OWNER: MICHAEL AND CHRISTINE ACCARDI - Request for a Special Use Permit FOR A BAILBOND SERVICE at 800 South Casino Center Boulevard (APN: 139-34-410-027), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) and staff recommend APPROVAL

169. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3746 - APPLICANT: JEFFREY CAMPBELL - OWNER: PAN PACIFIC RETAIL PROPERTIES, INC. - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2101 North Rainbow Boulevard, Suite 102 (APN: 138-22-603-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

170. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3747 - APPLICANT: EXPRESS CASH & LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN: 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

171. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3772 - APPLICANT: RICHARDSON PARTNERSHIP - OWNER: RANCHO WASHINGTON, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED at 2801 West Washington Avenue (APN: 139-29-301-001), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL

172.SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3772 - PUBLIC HEARING - SDR-3766 - APPLICANT: RICHARDSON PARTNERSHIP - OWNER: RANCHO WASHINGTON, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Site Development Plan Review, a Reduction in the amount of required Perimeter and Parking lot landscaping, and Waivers of the Commercial Development Standards to allow a zero rear yard setback where 20 feet is required and to allow no landscaping between the north façade of the building and the parking area, where a minimum of six feet is required FOR A PROPOSED 3,960 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED on 0.48 acres located at 2801 West Washington Avenue (APN: 139-29-301-001), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL

173.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3815 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: PSA LAND INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR LIQUOR SALES (OFF-PREMISE CONSUMPTION) adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-35-801-002; 138-35-803-001), C-1 (Limited-Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

174.SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3815 - PUBLIC HEARING - SDR-3790 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: PSA LAND INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of perimeter buffering and landscaping standards FOR A PROPOSED 101,000 SQUARE-FOOT RETAIL CENTER on 9.74 acres adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-358-01-002; 138-358-03-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

175.REZONING - PUBLIC HEARING - ZON-3665 - APPLICANT/OWNER: DONNA J. CAPRI - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres adjacent to the southwest corner of Eastern Avenue and Canosa Avenue (APN: 162-02-713-114), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

176.REZONING - PUBLIC HEARING - ZON-3678 - APPLICANT/OWNER: RUTH A. SHARRON - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 220 North Lamb Boulevard (APN: 140-32-310-002), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

177.REZONING - PUBLIC HEARING - ZON-3775 - APPLICANT: FIESTA HOMES - OWNER: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD5 (Residential Planned Development - 5 Units Per Acre) on 2.72 acres adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

178.VARIANCE RELATED TO ZON-3775 - PUBLIC HEARING - VAR-3946 - APPLICANT FIESTA HOMES - OWNERS: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW A PROPOSED R-PD (RESIDENTIAL PLANNED DEVELOPMENT) SITE TO DEVELOP ON 2.72 ACRES WHERE A MINIMUM OF FIVE ACRES ARE REQUIRED adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone [PROPOSED: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

179.WAIVER OF TITLE 18 RELATED TO ZON-3775 AND VAR-3946 - PUBLIC HEARING - WVR-3793 - APPLICANT: FIESTA HOMES - OWNERS: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Waiver of Title 18.12.160 TO ALLOW A 198 FOOT SEPARATION BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE, for a proposed subdivision adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone [PROPOSED: R-PD5 (Residential Planned Development – 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

180.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3775, VAR-3946 AND WVR-3793 - PUBLIC HEARING - SDR-3784 - APPLICANT: FIESTA HOMES - OWNER: NEW YORK PLASTICS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 14-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 2.72 acres adjacent to the northwest corner of Bradley Road and Azure Drive (APN: 125-25-101-010 & 011; 125-25-101-014 & 015), R-E (Residence Estates) Zone; [PROPOSED: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

181.REZONING - PUBLIC HEARING - ZON-3919 - APPLICANT/OWNER: CORNERSTONE COMPANY - Request for a Rezoning FROM: R-4 (High Density Residential) TO: C-1 (Limited Commercial) on 0.46 acres adjacent to the northwest corner of Colorado Avenue and 4th Street (APN: 162-03-110-011), Ward 1 (Moncrief). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

182.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3919 - PUBLIC HEARING - SDR-3920 - APPLICANT/OWNER: CORNERSTONE COMPANY - Request for a Site Development Plan Review and Waivers of the Downtown Centennial Plan streetscape and parking standards FOR A PROPOSED MODULAR OFFICE on 0.46 acres adjacent to the northwest corner of Colorado Avenue and 4th Street (APN: 162-03-110-011), R-4 (High Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Moncrief). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

183.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

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

City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: APRIL 7, 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 - MAJOR WILLIAM RAIHL, CLARK COUNTY COORDINATOR FOR SALVATION ARMY
- PLEDGE OF ALLEGIANCE

MINUTES:
PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, L.B. McDONALD (excused from AM Session and PM Session until 1:14 P.M.), WEEKLY, MACK, and MONCRIEF

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, (AM Session), DEPUTY CITY ATTORNEY BRYAN SCOTT (PM 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

(9:05 – 9:06)
1-1

MAJOR WILLIAM RAIHL, Clark County Coordinator for Salvation Army, gave the invocation.

(9:06 – 9:07)
1-23

MAYOR GOODMAN led the audience in the Pledge.

(9:07 – 9:08)
1-65

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN stated that the Citizen of the Month was a tremendous individual, entertainer, community partner and a man whose impact on Las Vegas has made it a better place. This gentleman was unable to be present at this meeting but will be back in the future. He recognized the legend ROY HORN and his manager, BERNIE YUMEN, who was present to accept the award. MAYOR GOODMAN requested MR. YUMEN clear up the misinformation regarding MR. HORN'S health.

MR. YUMEN expressed the gratitude of MR. HORN. Many entertainers spend weeks at a time in Las Vegas, but Seigfreid and Roy have been Las Vegans in their hearts and souls for 35 years, performing 46 weeks each year in Las Vegas. This type of acknowledgement is a fantastic experience. They intend to continue to be a part of the community, to help with its incredible growth and reaffirmed their unconditional support of the honorable and talented Mayor. MR. HORN replied to this honor by stating the Mayor is as smart as he looks. MR. HORN'S cognitive skills are perfect; he speaks perfectly. He is deep in rehabilitation, committed with the will of 1,000 men and his dynamic personality. The local and global outpouring of love, prayer and support has greatly assisted him in thriving and being up to this challenge.

(9:08 – 9:12)

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF FAIR HOUSING MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Proclamation not provided for the record

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN outlined the 36 years since passage of the Civil Rights Acts and the progress with fair housing as a federal law, national policy and fundamental human concept and entitlement. He encouraged all citizens to recognize the importance of fair housing.

WILLIAM THORNE, President, Community Housing Resource Board, stressed the efforts of many community-involved citizens to provide fair housing within the very ethnically diverse community of Las Vegas. This recognition celebrates that effort and that the effort will continue into the future.

(9:12 – 9:14)
1-228

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE CITY CENTRE DEVELOPMENT CORPORATION

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN summarized the remarkable way in which the contributions of these individuals from the private sector have assisted in the revitalization of downtown. The opening of a Krispy Kreme downtown demonstrates the renewed energy, along with the Arts and Entertainment District development across the railroad tracks, the mall and all the new ownership. These things will make Downtown Las Vegas the most vibrant community imaginable. But the process continues with the proposals for the 61-acres where the City will be looking for a developer for high-density residential development. All this was made possible by the direction and expertise of the members of this Board.

IAIN VASEY, Acting Director, Office of Business Development, described the creation of the Board in 1997. The unique private sector perspective was new for the Valley. It raised the bar for development agreements and brought a more practical focus in tune with the private sector. With the record successes downtown the City has turned an important corner and received national and international recognition and interest. Having achieved the goal, the Board members may now return to their own private sector interests and fully participate in the many

MINUTES – Continued:
redevelopment opportunities downtown. The City thanked the representatives present: STEVE SWISHER, STEVE KALB, GARY VAUSE and GEORGE KUNZ. Not present were members KEN TEMPLETON and KEVIN ORROCK.

(9:14 – 9:18)
1-273

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE WORLD CUP FLAG FOOTBALL CHAMPIONS

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILWOMAN MONCRIEF described the winning of preliminary tournaments and fund raising done by the team in order to travel and compete in the Oasis Bowl held this year in the Dominican Republic where they won the World Championship. The City presented a ball to each Coach signed by all members of the Council as well as a certificate for each of the boys. The Champion team consists of two coaches, LARRY MEDFORD and JOE HALE and players MOE BONNET, JASON BROWN (World Cup MVP), RYAN CERDA, DAVID DAY, TOMMY HALE, BOBBY HASSLER, DILLON MOFFITT, MYLES OKADA, JOEY PISATRO and Center Coordinator MARK ROMERO.

COACH MEDFORD and team captain TOMMY HAIL presented a football and jersey for MAYOR GOODMAN and a football for COUNCILWOMAN MONCRIEF. The footballs were signed by all the players.

(9:18 – 9:20)

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL:

RECOGNITION OF ENVIRONMENTAL AWARENESS MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Proclamation not provided for the record

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN explained that Public Works and Field Operations Departments plan, build and maintain the City's infrastructure. Much of their vital service to the City focuses on environmental issues and compliance with federal and state requirements. Public Works is responsible for treating the wastewater of Las Vegas and North Las Vegas. Some of the treated water is used for area golf courses, saving drinking water for other purposes. He outlined the great experience he had in touring the fascinating Water Treatment facility. Both Departments conduct programs to conserve precious resources, including replacing grass with artificial turf, monitoring watering systems and adding cleaner running vehicles to the City fleet. The Fleet Division is a part of a new hydrogen energy fueling station demonstration project that has received national attention. He urged all citizens to recognize environmental awareness and help conserve by wisely using the precious resources.

RICHARD GOECKE, Director, Public Works Department, stressed that being a good steward of the environment is a health issue and a high priority of the Council. The Water Pollution Control Facility just received a rare honor, the Platinum Award, in recognition of five consecutive years with no permit violations whatsoever. That is made possible by the state-of-the-art facility provided by the Council.

(9:20 – 9:23)

MINUTES – Continued:
COUNCILMAN WEEKLY recognized the Sunshine Lady, also known as MISS RUTH, who was born in 1904 in Chicago. She became a resident of Las Vegas 50 years ago and has resided at the Archie Grant facility for 36 years. MISS RUTH NAIDITCH worked for the Hoover and Roosevelt Administrations on the Work Administration Program during the Depression. On her birthday, Friday April 16, she will be 100 years old. MISS RUTH expressed how thrilled she was for all her years and for the attention.

(9:23 – 9:26)
1-564

MAYOR GOODMAN wished a very happy birthday to LULA REESE, who was not present and not feeling well, but picks basketball games better than anyone on the Council.

(9:26 – 9:27)
1-660

Upon the arrival of COUNCILWOMAN McDONALD, AL GALLEGO, citizen of Las Vegas, proudly congratulated her on her appointment as County Commissioner.

MAYOR GOODMAN acknowledged COUNCILWOMAN McDONALD for her unwavering leadership in her ward and the multitude of contributions she has made over the years for the good of the City of Las Vegas and its citizens. He stated that it will be very difficult finding someone to fill her shoes, but wished her well and stated that she would be sorely missed. MAYOR GOODMAN presented the Councilwoman with a pair of boxing gloves indicative of her fighting spirit and urged her to take them with her to the County as a symbol of a heavyweight champion. Lastly, MAYOR GOODMAN presented COUNCILWOMAN McDONALD with a lush arrangement of tropical flowers on behalf of the members of the City Council.

COUNCILMAN REESE recalled seeking the assistance of COUNCILWOMAN McDONALD when she first started with the City Manager's Office. He enjoyed the stance she took believing that there is nothing wrong with disagreeing on matters as long as you do it with humbleness. COUNCILMAN REESE stated that he will miss all the discussions they've had and will forever consider COUNCILWOMAN McDONALD a true friend.

COUNCILMAN MACK remarked that COUNCILWOMAN McDONALD will be a great asset to the County Commission and as much as he will miss her very much, especially her humor; finding the right person to fill her position on the City Council will be a challenge.

COUNCILMAN WEEKLY expressed his appreciation to COUNCILWOMAN McDONALD for her continued support, especially with regard to his seat on the City Council and her constant encouragement and guidance. He recalled many precious moments shared with the Councilwoman and expressed that their spiritual beliefs have propelled them forward and helped

MINUTES – Continued:

them both to make many difficult decisions. He congratulated and offered his best wishes to COUNCILWOMAN McDONALD and thanked her for her friendship.

COUNCILMAN BROWN expressed his admiration for all the years that COUNCILWOMAN McDONALD has served not only the citizens in her ward, but Citywide. He pointed out her dedication and passion for her job, clearly extending her efforts by always being prepared, constantly researching and always articulate in her presentations. COUNCILMAN BROWN added that he and the Councilwoman share a lot of the boundaries and therefore, have mutual friends. Those constituents, he remarked, have expressed their appreciation for her involvement, accessibility at all times especially through Town Meetings and her staunch commitment to her position on the City Council. He praised her for her dedication, not only to her family as a first priority, but in an advisory capacity, to the Seniors and Youth of this City. He wished her well.

COUNCILWOMAN MONCRIEF expressed her best wishes and good luck to COUNCILWOMAN McDONALD as she moves on to her new position with the County. She thanked the Councilwoman for encouraging her to participate in the National League of Cities.

COUNCILWOMAN McDONALD expressed her appreciation for the kind words. She hoped that the solid foundation she has had with her constituents will carry forward as she moves on to the County Commission. She expressed her gratitude for having had the opportunity to work not only as a staff member but also as an elected official. COUNCILWOMAN McDONALD referred to her years of service as a humbling experience and was grateful for the honor of serving the public.

(1:14 – 1:23)
3-810

MAYOR GOODMAN announced that BOB O'CONNELL passed away and expressed his condolences to his wife, ANNE O'CONNELL, on behalf of the City Council.

(2:16 – 2:19)
4-2836

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 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 HOLD IN ABEYANCE Item 73 to 4/21/2004 and STRIKE Item 80 – UNANIMOUS with L.B. McDONALD excused

MINUTES:
COUNCILMAN REESE announced that Item 71 would be trailed to the afternoon session in order for COUNCILWOMAN McDONALD to be present during the discussion.

(9:27 – 9:29)

1-711

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Regular City Council Meetings of February 18, 2004 and March 3, 2004 and the Recessed City Council Meeting of March 5, 2004

MOTION:

REESE – APPROVED by Reference – UNANIMOUS with L.B. McDONALD excused

MINUTES:

There was no discussion.

(9:49)

1-1300

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of an amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center ($216,947 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $216,947
[X]	Budget Funds Available	**Dept./Division:** City Managers Office
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

On December 12, 2002, Clark County and the Cities of Las Vegas, Henderson, North Las Vegas and Boulder City approved an Interlocal Agreement to provide $1, 270,944 for the operation of WestCare Community Triage Center. The Interlocal Agreement had a term of 18-months (January 1, 2003-June 30,2004), but the funding costs and local share match reflected only 12-months. Approval of this Amendment to the Interlocal Agreement will make it possible to extend this program for an additional 6-months from January 1, 2004 to June 30, 2004 at a cost of $216, 947 to the City of Las Vegas. The total cost to all participating entities for the 6-month period is $1, 414,733.

RECOMMENDATION:
Staff recommends approval of the amendment to the Interlocal Agreement.

BACKUP DOCUMENTATION:
Amendment to the Interlocal Agreement

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

NOTE: The initial motion by REESE for approval of the Consent items included Item 58. That motion was reconsidered as to Item 58 only upon a motion by REESE which carried unanimously with L.B. McDONALD excused and a subsequent motion for approval by GOODMAN which carried unanimously with L.B. McDONALD excused.

CITY COUNCIL MEETING OF APRIL 7, 2004
Consent – Administrative Services
Item 3 – Approval of an amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center ($216,947 - General Fund)

MOTION - Continued:
NOTE: COUNCILMAN MACK disclosed that Item 69 involves a site near a SuperPawn owned by his brother STEVEN MACK, for whom he is a consultant. His brother has not approached him regarding the item; the item will not have any impact on his business, and he would vote on the item.

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.

COUNCILMAN MACK requested that Items 20 and 57 be brought forward for discussion, and COUNCILMAN REESE requested Item 36 be brought forward for discussion.

(9:29 – 9:31)

1-772

AMENDMENT TO THE INTERLOCAL AGREEMENT
TO PROVIDE FUNDS FOR THE
COMMUNITY TRIAGE CENTER

THIS AMENDMENT TO AN INTERLOCAL AGREEMENT previously adopted on December 12, 2002, is made and entered into this 6th day of April, 2004, by and among Clark County, the City of Las Vegas, the City of Henderson, the City of North Las Vegas, and the City of Boulder City (the "parties") to provide additional funds for the Community Triage Center, also known as the Crisis Triage Center, to be operated by WestCare Nevada, Inc. (the "Recipient"), a Nevada non-profit corporation, at 401 South Martin Luther King Boulevard, Las Vegas, Nevada 89101; and

WHEREAS, this Amendment to the Interlocal Agreement ("Amendment") constitutes an agreement among participants of the Southern Nevada Regional Planning Coalition; and

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

WHEREAS, the original total cost for operation of the Community Triage Center for the period January 1, 2003 to December 31, 2003 is $3,812,833 (Exhibit "A"); and

WHEREAS, as of December 2003, the total project operational funding for the Community Triage Center have become depleted; and

WHEREAS, the parties hereby agree to provide up to one-third of the estimated budget funding of operating a centrally-located drop-off triage center for individuals experiencing a crisis due to substance abuse and/or mental health issues; and

WHEREAS, the Recipient desires to have increased the funding levels by the participating parties by an additional $635,471, and extend the funding period of the original Interlocal Agreement by an additional six months in duration, from January 1, 2004 to June 30, 2004; and

NOW, THEREFORE, BE IT AGREED BY THE PARTIES, THAT:

Section 1. That except as expressly amended hereby or by necessary implication, the Interlocal Agreement shall remain in full force and effect.

Section 2. This Amendment shall be in effect after its acceptance by the Recipient as a condition of the grant, or amendment thereto, to be provided by Clark County to effectuate the purpose of this Amendment and after its adoption in accordance of law.

Section 3. The parties agree to an extension of funding operating expenses under the six-month period of January 1, 2004 to June 30, 2004 under a funding distribution allocation as provided in Exhibit "B" attached thereto, and each of the parties agrees to pay its per entity costs as designated thereby.

PASSED, ADOPTED, and APPROVED this 6th day of April, 2004.

ATTEST:

SHIRLEY B. PARRAGUIRRE, County Clerk

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

BY:
CHIP MAXFIELD, CHAIRMAN

APPROVED AS TO FORM:

DAVID ROGER,
DISTRICT ATTORNEY

By: 4-15-04
Deputy District Attorney Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

By:
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

By:
TERESITA PONTICELLO Date

CITY OF LAS VEGAS

(See previous page)

ATTEST:

MONICA M. SIMMONS, City Clerk

CITY OF HENDERSON

BY: ______________________
JAMES GIBSON, Mayor

APPROVED AS TO FORM:

By: ______________________ 4/13/04
SHAUNA HUGHES Date

COUNCIL ACTION
APR 6 2004

ATTEST:

~~EILEEN M. SEVIGNY, City Clerk~~
KAREN L. STORMS, CMC, Acting City Clerk

CITY OF NORTH LAS VEGAS

By:
MICHAEL L. MONTANDON, Mayor

APPROVED AS TO FORM:

By: 4-08-04
SEAN McGOWAN Date

ATTEST:

VICKI G. MAYES, City Clerk

CITY OF BOULDER CITY

By: ROBERT S. FERRARO, Mayor

APPROVED AS TO FORM:

By: 04-20-04
DAVID OLSEN Date

Exhibit A: Projected Costs

Costs of Program	Jan. 1, 2003 – Dec. 30, 2003 (12 month)	Jan. 1, 2004 – June 30, 2004 ((6 month extension)	Total Costs
Total Project Cost	$3,812,833*	$1,414,733**	$5,227,566

* On December 17, 2002, the Board of County Commissioners approved an Interlocal Agreement between Clark County and the Cities of Las Vegas, Henderson, North Las Vegas, and Boulder City to provide up to one-third of the estimated budget costs of operating the Community Triage Center. At an estimated annual cost of $3,812,833, the local governments' one-third share was $1,270,944.

** This increase in project costs is for an additional six-month period for $1,414,733, making the total for a n 18-month period $5,227,566.

Exhibit "A"

	WestCare CTC Budget	**Page 1**			
	26-Nov-02	**Revenues**	**$3,812,833**		
Expense Category	**Description**	**UNITS**	**AMOUNT**	**EXPENSES SUBTOTAL**	
Salary					
	Administrator	1	$85,000	$85,000	
	Administrative Assistant	1	$35,000	$35,000	
	Mental Health Director	1	$55,000	$55,000	
	Detoxification Director	1	$55,000	$55,000	
	Advanced Nurse Practitioner	1.4	$65,000	$91,000	
	Registered Nurse	8.4	$45,000	$378,000	
	EMT's	8.4	$24,960	$209,664	
	Mental Health Counselor	2	$40,000	$80,000	
	Driver	8.4	$22,000	$184,800	
	Case Manager	4	$30,000	$120,000	
	Client Technician	8.4	$20,800	$174,720	
	Security	4.2	$25,000	$105,000	
	Transportation Coordinator	1	$35,000	$35,000	
	Cook	1.4	$24,000	$33,600	
	Maintenance II	1	$30,000	$30,000	
	Housekeeping	1.4	$14,560	$20,384	
	Relief/Per Diem Staffing	1	$60,000	$60,000	
		Total FTEs 51		SUBTOTAL	**$1,752,168**
Benefits	Payroll and Related Fringe @ 25%			$438,042	
				SUBTOTAL	**$438,042**
Food Service	Food at $4.50 per patient day	4.5	21,900	$98,550	
				SUBTOTAL	**$98,550**
		Monthly	Amounts		
Occupancy	Rent Expense	12	$9,000	$108,000	
	Electricity	12	$1,367	$16,404	
	Gas/Water/Disposal	12	$933	$11,196	
				SUBTOTAL	**$135,600**
Prgm Maint/Supplies	Program House Supplies	12	$2,000	$24,000	
	Medical Supplies	12	$14,850	$178,200	
	Resident Personal Needs	12	$1,250	$15,000	
	Testing and Lab Fees	12	$1,730	$20,760	
	Repair and Maintenance	12	$1,583	$18,996	
	Auto Expense	12	$2,533	$30,396	
	Office Supplies	12	$250	$3,000	
	Postage & Freight	12	$83	$996	
	Copier/Lease	12	$600	$7,200	
	Educational Materials	12	$400	$4,800	
	Printing and Duplication	12	$300	$3,600	
	Beds, Bedding and Linen Service	12	$2,640	$31,680	
	Rent/Lease Equipment	12	$1,000	$12,000	
	Computer Equipment & Software	12	$2,000	$24,000	
				SUBTOTAL	**$374,628**
Consulting	Consulting Service Fees - Physician	12	$13,000	$156,000	
	Consulting Evaluation - UNLV	12	$2,500	$30,000	
				SUBTOTAL	**$186,000**
Travel	Conferences/Meeting	12	$600	$7,200	
	Training	12	$1,000	$12,000	
	Travel	12	$750	$9,000	
				SUBTOTAL	**$28,200**

Exhibit "A"

Expense Category	WestCare CTC Budget 26-Nov-02 Description	Page 2 Revenues UNITS	\$3,812,833 AMOUNT	SUBTOTAL	
Other	Pager and Cell Phone Expenses	12	\$1,325	\$15,900	
	Telephone Expenses	12	\$1,800	\$21,600	
	Internet Fees	12	\$100	\$1,200	
	Furniture and Equipment	12	\$2,000	\$24,000	
	Auto Insurance	12	\$700	\$8,400	
	Property Liability Insurance	12	\$1,400	\$16,800	
	Audit Fees	12	\$800	\$9,600	
	Recruitment	12	\$750	\$9,000	
	Taxes and Licenses	12	\$320	\$3,835	
	Dues and Subscriptions	12	\$50	\$600	
	Miscellaneous	12	\$200	\$2,400	
				SUBTOTAL	**\$113,335**
Management/Admin	Management & Administration	12	\$57,192	\$686,310	
				SUBTOTAL	**\$686,310**
Depreciation Expense		12	\$0	\$0	
		TOTAL EXPENSE		\$3,812,833	**\$3,812,833**

WestCare Nevada, Inc.
CTC Budget 01/01/04 - 06/30/04

Expense Category	Description	UNITS	Annual AMOUNT	EXPENSES SUBTOTAL	
Salary	Management				
	Administrator	1	$65,000	$32,500	
	Executive Assistant	1	$25,760	$12,880	
	Physician Extender	1	$72,804	$36,402	
	Coordinator of Clinical Nursing	1	$55,000	$27,500	
	Program Coordinator	1	$34,320	$17,160	
	Coordinator of Transporation Services	1	$34,320	$17,160	
	Direct Service Staff				
	Licensed Practical Nurse	5	$41,600	$104,000	
	EMT's	5	$29,120	$72,800	
	Case Manager	2	$31,200	$31,200	
	Mental Health Counselor II	2	$39,516	$39,516	
	Substance Abuse Counselor	1	$31,200	$15,600	
	Counselor Technicians	7	$28,080	$98,280	
	Non Clinical Staff				
	Driver	5	$20,796	$51,990	
	Maintenance	1	$19,356	$9,678	
	Cook	1	$17,904	$8,952	
	Total FTEs 35			SUBTOTAL	$575,618
nefits	Payroll and Related Fringe @ .25%			$143,905	
				SUBTOTAL	$143,905
ntract Staff (Consulting)	Medical Director	Dr. Annoshiam	$60,000	$30,000	
	Medical Director	Dr. Pohl	$60,000	$30,000	
	Medical Director	Dr. Kaiser	$24,000	$12,000	
	Nurse Practitioner		$40,000	$20,000	
	Consultant		$4,800	$2,400	
	Nutrition		$3,600	$1,800	
	Infection Control		$2,400	$1,200	
	UNLV		$2,400	$1,200	
				SUBTOTAL	$98,600
l Service	Food at $4.50 per patient day	4.5	21,900	49,275	
				SUBTOTAL	$49,275
		Monthly	Amounts		
pa	Rent Expense	6	$9,000	$54,000	
	Electricity	6	$1,367	$8,202	
	Gas/Water/Disposal	6	$933	$5,598	
				SUBTOTAL	$67,800
	Program House Supplies	6	$2,500	$15,000	
Maint/ Supplies	Medical Supplies	6	$5,500	$33,000	
	Resident Personal Needs	6	$1,750	$10,500	
	Testing and Lab Fees	6	$1,730	$10,380	
	Repair and Maintenance	6	$1,583	$9,498	
	Auto Expense	6	$2,533	$15,198	
	Office Supplies	6	$350	$2,100	
	Postage & Freight	6	$133	$798	
	Copier/Lease	6	$600	$3,600	
	Educational Materials	6	$400	$2,400	
	Printing and Duplication	6	$300	$1,800	
	Beds, Bedding and Linen Service	6	$2,640	$15,840	
	Rent/Lease Equipment	6	$1,000	$6,000	
	Computer Equipment & Software	6	$833	$5,000	
				SUBTOTAL	$131,114

ravel	Conferences/Meeting	6	$600	$3,600	
	Training	6	$1,000	$6,000	
	Travel	6	$750	$4,500	
				SUBTOTAL	$14,100
ther	Pager and Cell Phone Expenses	6	$1,325	$7,950	
	Telephone Expenses	6	$1,800	$10,800	
	Internet Fees	6	$160	$960	
	Furniture and Equipment	6	$1,000	$6,000	
	Auto Insurance	6	$700	$4,200	
	Property Liability Insurance	6	$1,400	$8,400	
	Accounting and Audit Fees	6	$800	$4,800	
	Recruitment	6	$750	$4,500	
	Taxes and Licenses	6	$320	$1,920	
	Dues and Subscriptions	6	$50	$300	
	Miscellaneous	6	$258	$1,545	
				SUBTOTAL	$51,375
anagement/ Admin	Management & Administration	6	$47,158	$282,947	
				SUBTOTAL	$282,947
ep[illegible]iation Expense		6	$0	$0	
		TOTAL EXPENSE		$1,414,733	

Exhibit B: Funding Distribution by Government Entity

Entity	Percent Allocation	Jan. 1, 2003 – Dec. 31, 2003 (12 month)	Jan. 1, 2004 – June 30, 2004 (6 month ext.)	Total Contribution
Clark County	43 %	$ 544,356	$ 272,178	$ 816,534
City of Las Vegas	34	$ 433,895	$ 216,947	$ 650,842
City of Henderson	13	$ 169,682	$ 84,841	$ 254,523
City of No. Las Vegas	9	$ 110,284	$ 55,142	$ 165,426
City of Boulder City	1	$ 12,727	$ 6,363	$ 19,090
Total	100 %	$1,270,944	$ 635,471	$1,906,415

Exhibit "B"

Proposed Funding Formula - Crisis Triage Center

October 10, 2002

Based on one-third share of $3,812,833 estimated operating budget
2001 Certified Population Numbers
supplied by the State of NV Department of Taxation

Entity	Population	Per Capita Cost	Per Entity Cost
Boulder City	14,760	0.8622912	$ 12,727
Clark County	631,290	0.8622912	544,356
Henderson	196,780	0.8622912	169,682
Las Vegas	503,188	0.8622912	433,895
North Las Vegas	127,897	0.8622912	110,284
Total	1,473,915		$ 1,270,944

Prepared by Janelle Kraft, LVMPD
October 10, 2002

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

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

Fiscal Impact

- [ ] No Impact
- [X] Budget Funds Available
- [ ] Augmentation Required

Amount: $51,507,337.94

Dept./Division: Accounting Operations

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 03/01/04 - 03/15/04

Total Services and Materials Checks	$	9,999,593.75
Total Payroll Checks	$	5,402,892.24
Total Wire Transfers	$	36,104,851.95

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items).

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Summary of Cash Expenditures

For period of 3/1/04 - 3/15/04

Total Services & Materials Checks :	**$9,999,593.75**
Total Payroll Checks:	**$5,402,892.24**
Total Wire Transfers:	**$36,104,851.95**
Grand Total:	**$51,507,337.94**

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 April 7, 2004, the City Council approved the above cash expenditures.

Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of the Fiscal Year 2004 budget for the City Parkway IV A, Inc. ($26,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact	**Amount:** $26,000
[ ] Budget Funds Available	**Dept./Division:** Finance and Business Servic
[X] Augmentation Required	**Funding Source:** Industrial Dev. Special Rev. Fund

PURPOSE/BACKGROUND:
The City Council had previously approved an operating budget of $22,650 for City Parkway IV A (owner of property located at F Street and Odgen). This budget was exceeded as cost through FY 2003 totaled $31,923. Staff believes it is prudent to establish an operating budget for each fiscal year. Consequently, a budget of $26,000 is recommended for FY 2004. This budget is funded through loans from the City's Industrial Development Special Revenue Fund, which will be paid back from proceeds from the sale of parcels.

RECOMMENDATION:
It is recommended that the City Council approve the combined FY 2004 budget for City Parkway IV A.

BACKUP DOCUMENTATION:
City Parkway IV A, Inc. Budget

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)

1-772

City Parkway IV A, Inc
Fiscal Year 2004 Budget

	2001-02 Budget	2001-02 Expenditures / Loan Amount	2002-03 Expenditures / Loan Amount	2003-04 Budget
Architect & Eng	$1,000	$0	$0	$0
Legal	$1,000	$0	($17,500)	($20,000)
Consulting	$0	$0	$0	$0
Insurance (Env / Gen)	$10,000	$0	$0	$0
Association Fees (Maint.)	$5,650	($5,982)	($5,549)	($5,500)
Accounting & Audits	$5,000	$0	$0	$0
Supplies	$0	($2,877)	($15)	($500)
Total	$22,650	($8,859)	($23,064)	($26,000)

Source of Funds: Industrial Development Special Revenue Fund

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of the Fiscal Year 2004 operating budget for the City Parkway IV, Inc, and City Parkway V, Inc., combined ($71,269 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:**	$71,269
[ ]	Budget Funds Available	**Dept./Division:**	Finance and Business Servic
[X]	Augmentation Required	**Funding Source:**	Industrial Dev. Special Rev. Fund

PURPOSE/BACKGROUND:
The City Council had previously approved an operating budget of $748,995 for the combined City Parkways IV and V (owner of the property located at 100 S. Grand Central Parkway). Although this budget has not been exceeded as cost through FY 2003 totaled $620,264, staff believes it is prudent to establish an operating budget for each fiscal year. Consequently, a budget of $200,000 is recommended for FY 2004, representing a cumulative $71,269 increase. This budget is funded through loans from the City's Industrial Development Special Revenue Fund, which will be paid back from proceeds from the sale of parcels.

RECOMMENDATION:
It is recommended that the City Council approve the combined FY 2004 budget for City Parkways IV and V.

BACKUP DOCUMENTATION:
City Parkways IV & V, Inc. Budget

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City Parkway IV& V, Inc
Fiscal Year 2004 Budget

	2001-02 Budget	2001-02 Expenditures / Loan Amount	2002-03 Expenditures / Loan Amount	2003-04 Budget
Legal	$150,000	($57,882)	($30,440)	($20,000)
Consultants	$500,000	($198,970)	($162,215)	($115,000)
Insurance	$20,000	($7,826)	($3,913)	$0
Association Fees (Maint.)	$68,995	($95,367)	($60,136)	($64,500)
Accounting & Audits	$10,000	$0	$0	$0
Supplies	$0	($130)	($3,385)	($500)
Total	$748,995	($360,175)	($260,089)	($200,000)

Source of Funds: Industrial Development Special Revenue Fund

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of the Fiscal Year 2004 operating budget for the Office District Parking I, Inc. ($3,000 - Industrial Development Special Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:**	$3,000
[X]	Budget Funds Available	**Dept./Division:**	Finance and Business Servic
[ ]	Augmentation Required	**Funding Source:**	Industrial Dev. Special Rev. Fund

PURPOSE/BACKGROUND:
The City Council had previously approved an operating budget of $123,000 for Office District Parking I, Inc. (owner of the 3rd and Bonneville property). Although this budget has not been exceeded as cost through FY 2003 totaled $43,802, staff believes it is prudent to establish an operating budget for each fiscal year. Consequently, a budget of $3,000 is recommended for FY 2004. This budget is funded through loans from the City's Industrial Development Special Revenue Fund, which will be paid back from proceeds from the sale of parcels.

RECOMMENDATION:
It is recommended that the City Council approve the FY 2004 operating budget for Office District Parking I, Inc.

BACKUP DOCUMENTATION:
Office District Parking I, Inc. Budget

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

Office District Parking I, Inc
Fiscal Year 2004 Budget

	2001-02 Budget	2001-02 Expenditures / Loan Amount	2002-03 Expenditures / Loan Amount	2003-04 Budget
Architect & Eng	$50,000	($1,245)	$0	$0
Legal	$15,000	($653)	($2,963)	($1,000)
Consulting	$25,000	($13,064)	$0	$0
Insurance (Gen/Enviro.)	$28,000	($23,296)	($1,489)	($1,500)
Association Fees (Maint.)	$0	$0	$0	$0
Accounting & Audits	$5,000	$0	$0	$0
Supplies	$0	($1,077)	($15)	($500)
Total	$123,000	($39,335)	($4,467)	($3,000)

Source of Funds: Industrial Development Special Revenue Fund

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Date: April 15, 25, May 1, 8, 31, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (L.B. McDonald)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a Special Event License for St. Anne Parish Community, Location: St. Ann Catholic School, 1813 South Maryland Parkway, Dates: April 17-18, 2004, Type: Special Event General, Event: St. Anne Parish Community Fun Fair 2004 Fundraiser, Responsible Person in Charge: Carol Rose - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Chicago America Holding, LLC, dba BJ's Restaurant & Brewhouse, 10840 West Charleston Boulevard, Paul A. Motenko, Mgr, Chicago Pizza & Brewery, Inc., a publicly traded company, Mmbr, 100%, Paul A. Motenko, COB, Co-CEO, VP, Secy - Ward 2 (L.B. McDonald)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a Supper Club License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

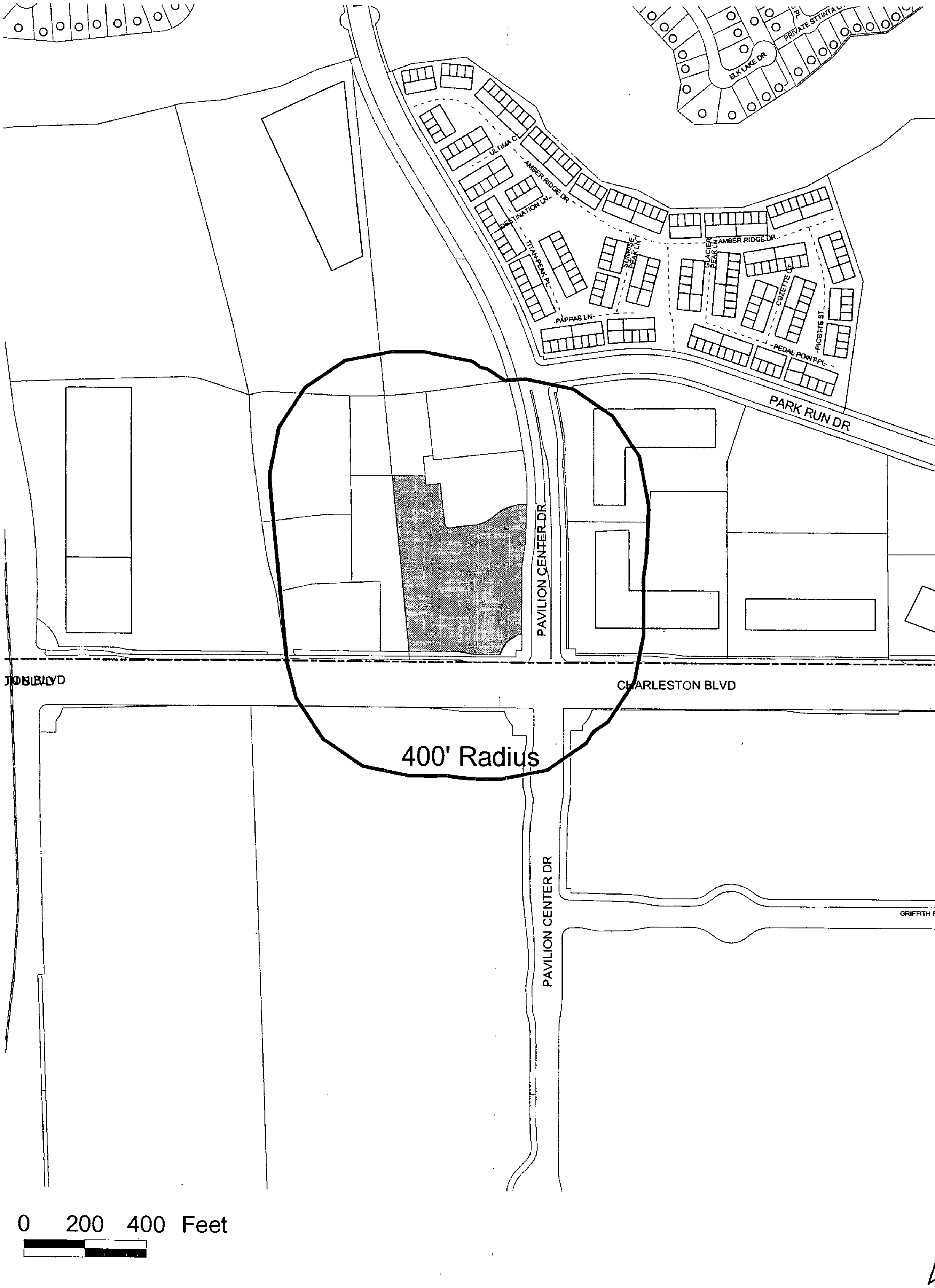
MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

BJ's Restaurant & Brewhouse



City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a new Restricted Gaming License for 5 slots, HWEH, Inc., dba Arco AM/PM Store #5313, 1550 North Rancho Drive, Heung S. Kim, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 5 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

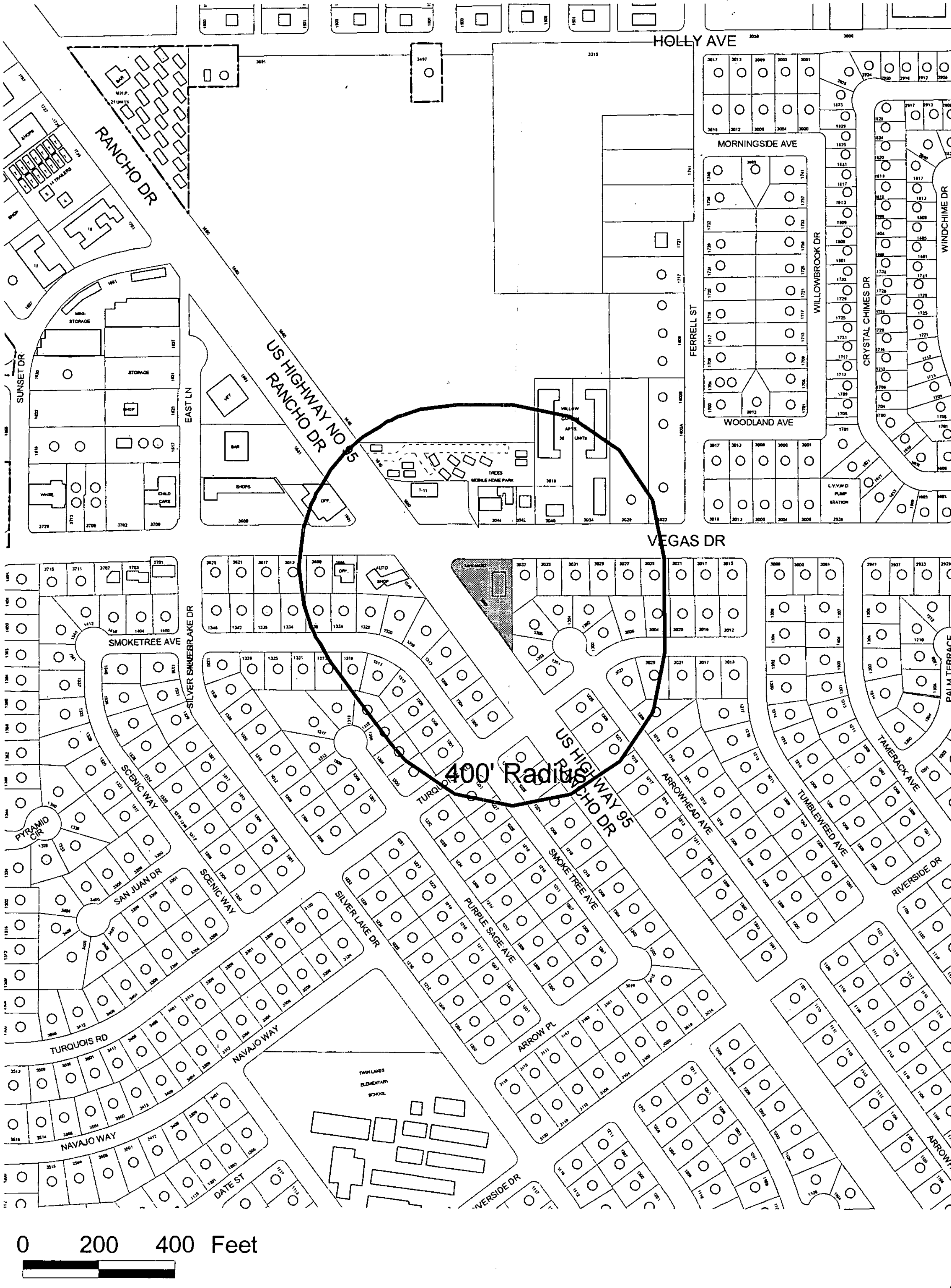
MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

ARCO AM/PM Store #5313



City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of a new Restricted Gaming License for 4 slots, Aloha Laundry and Cleaners, Ltd., dba Aloha Laundry, 1404 South 3rd Street, Mary-Kay Pa, Mmbr, 100%, Gregory H. K. Pa, Mgr - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 4 slots

RECOMMENDATION:
Recommend approval

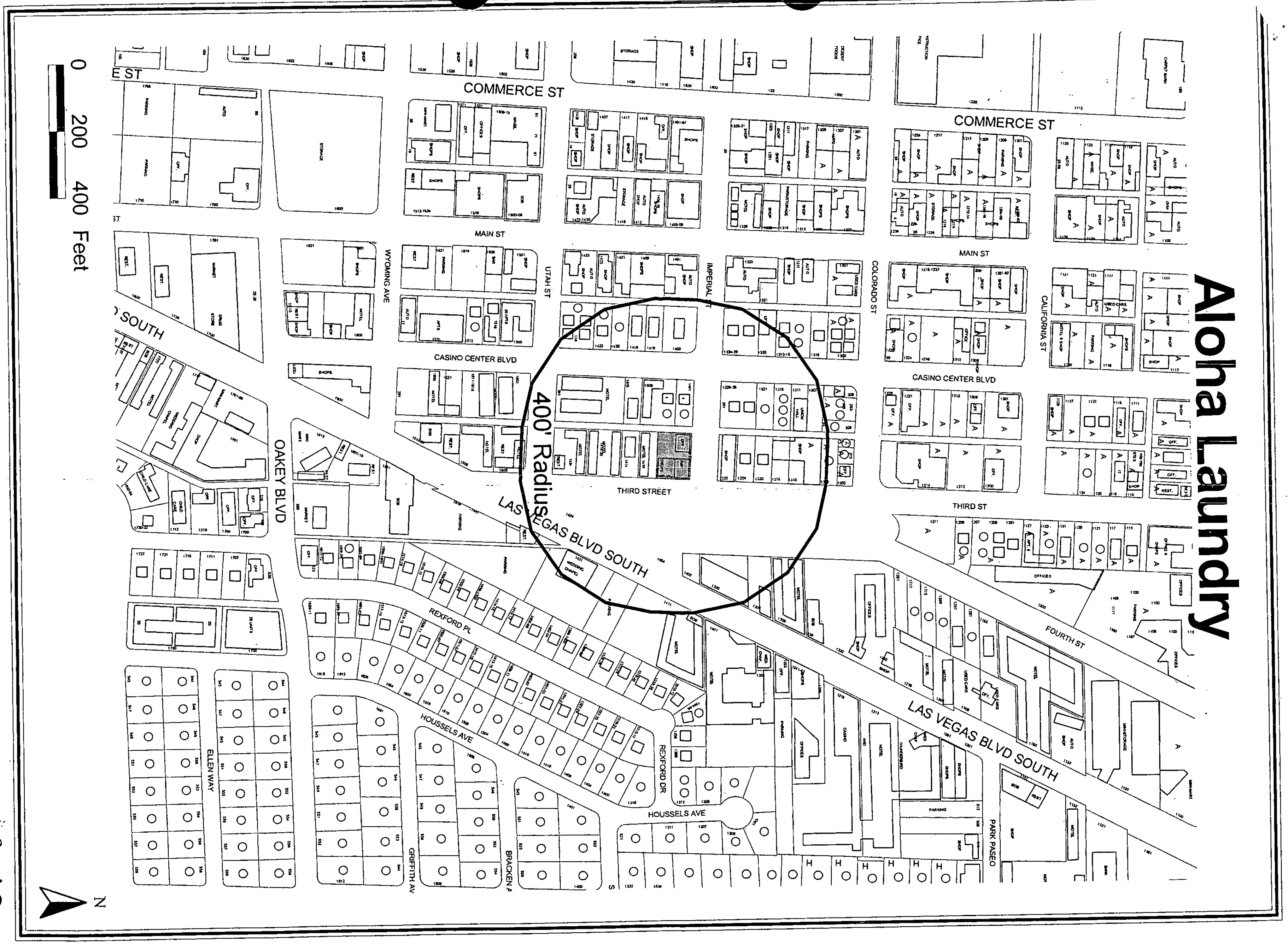
BACKUP DOCUMENTATION:
Map

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772



Aloha Laundry
400' Radius
0 200 400 Feet
N
COMMERCE ST
MAIN ST
CASINO CENTER BLVD
THIRD STREET
THIRD ST
FOURTH ST
LAS VEGAS BLVD SOUTH
WYOMING AVE
UTAH ST
IMPERIAL ST
COLORADO ST
CALIFORNIA ST
OAKEY BLVD
REXFORD PL
REXFORD DR
HOUSSELS AVE
ELLEN WAY
GRIFFITH AV
BRACKEN A
PARK PASEO

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a new Restricted Gaming License for 7 slots, Spickler-Olenak, LLC, dba Munchies, 6390 West Lake Mead Boulevard, Jason W. Olenak, Mmbr, 50%, Kimberly A. Olenak, Mmbr, 50% - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

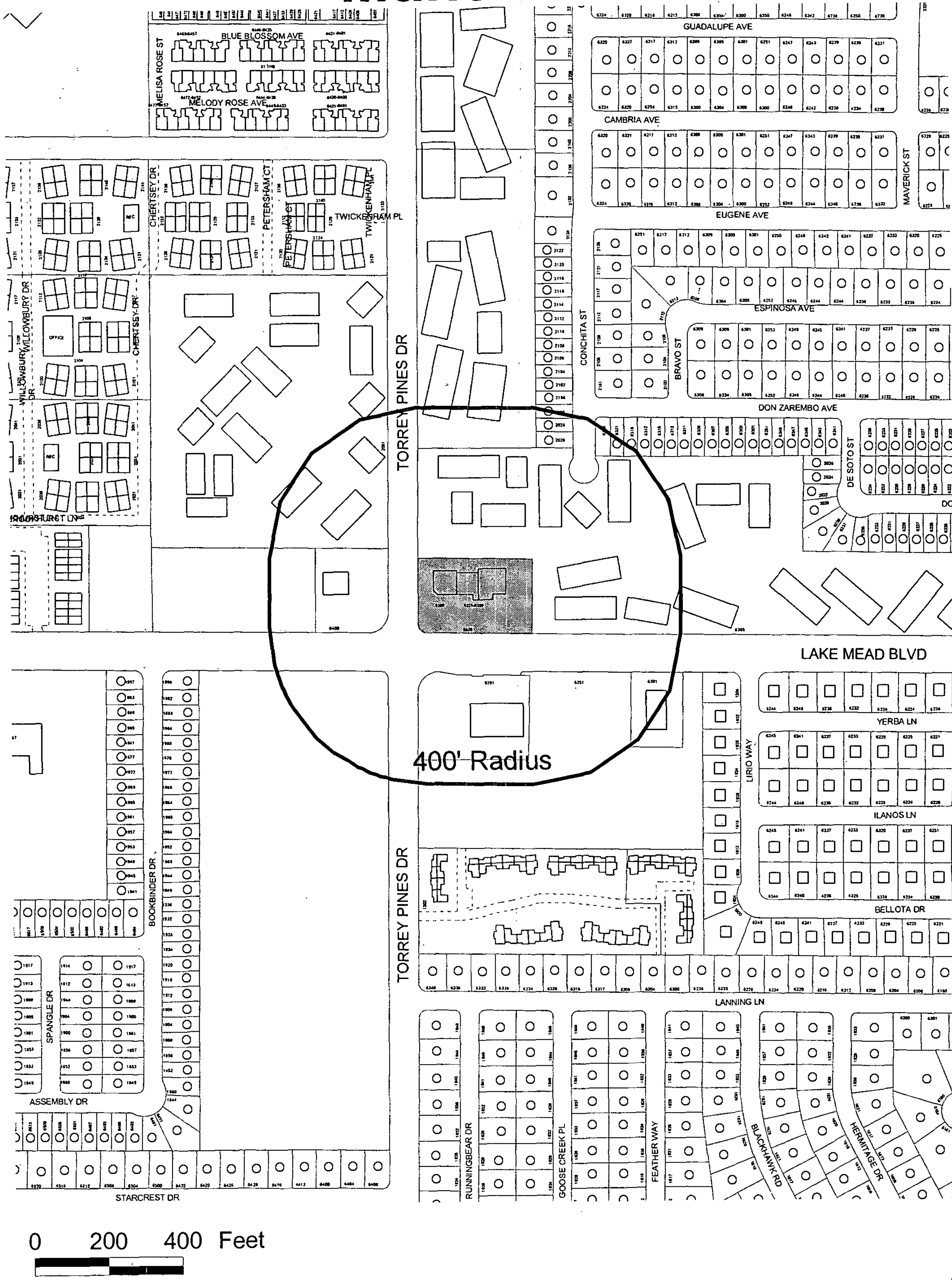
MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

Munchies



BLUE BLOSSOM AVE
MELODY ROSE AVE
MELISA ROSE ST
GUADALUPE AVE
CAMBRIA AVE
EUGENE AVE
MAVERICK ST
TWICKENHAM PL
CHERTSEY DR
PETERSHAM CT
WILLOWBURY DR
OFFICE
REC
ESPINOSA AVE
CONCHITA ST
BRAVO ST
DON ZAREMBO AVE
DE SOTO ST
TORREY PINES DR
LAKE MEAD BLVD
YERBA LN
LIRIO WAY
ILANOS LN
BELLOTA DR
400' Radius
BOOKBINDER DR
SPANGLE DR
ASSEMBLY DR
STARCREST DR
LANNING LN
RUNNINGBEAR DR
GOOSE CREEK PL
FEATHER WAY
BLACKHAWK RD
HERMITAGE DR
0 200 400 Feet
N

City of Las Vegas — Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of a new Burglar Alarm Service License, Angela M. Gullotta, dba Alarm Specialists, 4202 Carrie Hills Avenue, Angela M. Gullotta, 100% - North Las Vegas

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Location for a Burglar Alarm Service License, All Protection Security, Inc., dba All Protection Security, Inc., From: 42217 Rio Nedo, Suite A-204, Temecula, California, To: 2000 South Jones Boulevard, Suite 230, John P. Haecker, Pres, 52.5%, David M. Ray, VP, 47.5% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

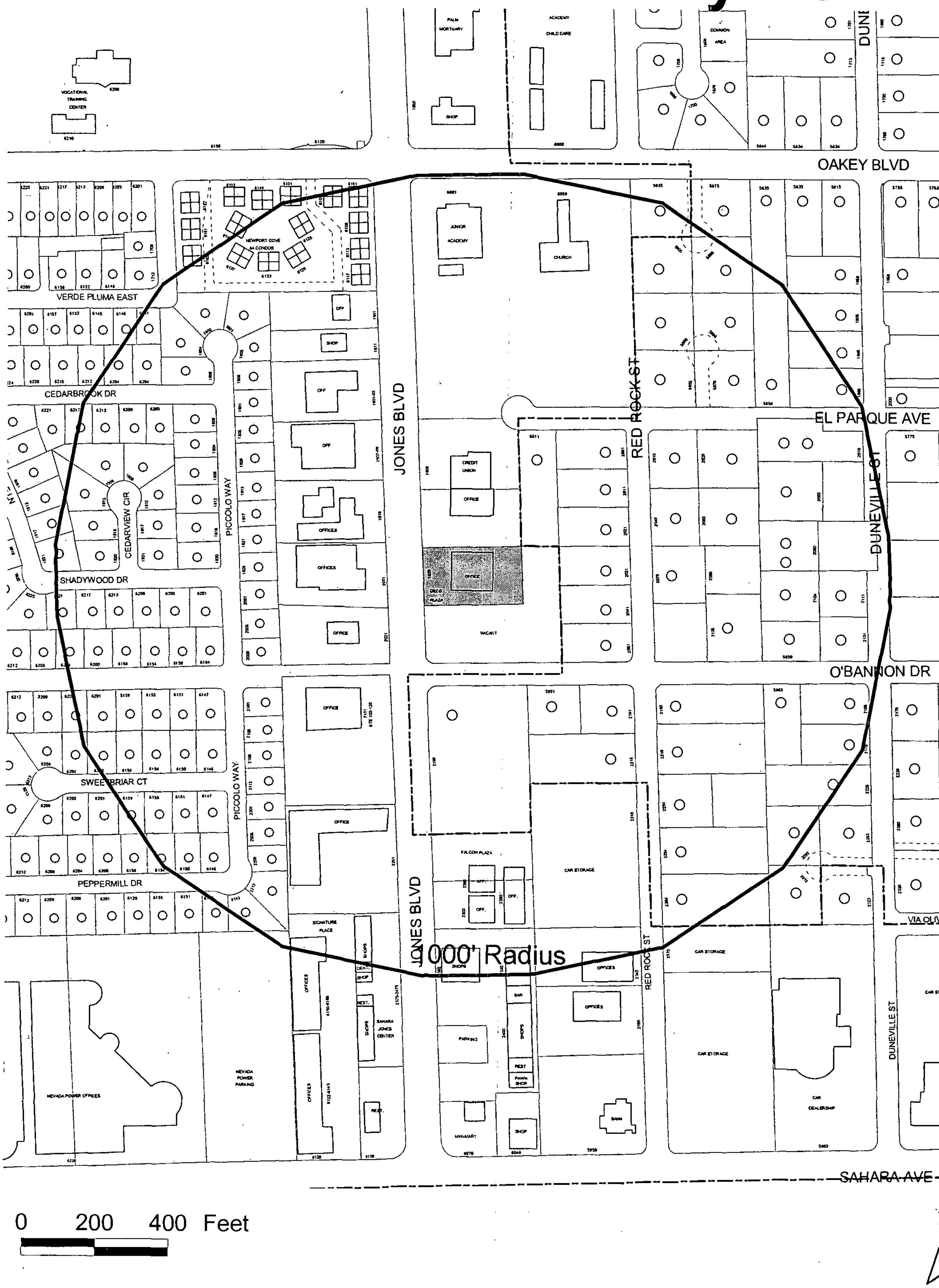
MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

All Protection Security Inc.



City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:
Approval of Change of Business Name for a Massage Establishment License, Richard William Harris, dba From: Fitness Massage Therapy, To: The Massage Group, 7980 West Sahara Avenue, Richard W. Harris, 100% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of Change of Business Name for a Massage Establishment License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of award of contract for Request for Proposal No. 040072-CW, Oracle 11i Software Migration Implementation Service - Department of Information Technologies - Award recommended to: SOLBOURNE COMPUTER, INC. ($2,187,172 - Computer Services Internal Service Fund)

Fiscal Impact

[ ] No Impact		**Amount:** $2,187,172
[X] Budget Funds Available		**Dept./Division:** Information Technologies
[ ] Augmentation Required		**Funding Source:** Computer Services ISF

PURPOSE/BACKGROUND:
This contract will provide an Oracle 11i Software Migration Implementation service in accordance with the Department of Information Technologies and the City's technical business strategic initiatives from date of award through August 31, 2005 with total costs not to exceed $2,187,172. Solbourne Computer, Inc. was selected based upon overall best evaluation.

PCC: C. White
POC: Brian Christenson - (303) 417-2821

RECOMMENDATION:
That the City Council approve the award of contract for Request for Proposals No. 040072-CW, Oracle 11i Software Migration Implementation Service to Solbourne Computer, Inc. from date of award through August 31, 2005 in the amount of $2,187,172 and approve a 10% contingency reserve of $218,717. Authority to execute Contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

O40072-CW

EXHIBIT A
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	Block 2 Description
Solbourne Computer, Inc. Name	Oracle 11i Implementation Services
1790 38th Street, Suite 300 Boulder, CO 80301 Address	
303-417-2800 Telephone	
16-135-0020 EIN or DUNS	RFQ #040072-CW

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

Exhibit "A"
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.	Walter Pounds	1790 38th Street, Ste 300 Boulder, CO 80301	303-417-2800
2.	Mary Sheffield	1790 38th Street, Ste 300 Boulder, CO 80301	979-822-5646
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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.

W. P[signature]
Name

11/18/03
Date

Subscribed and sworn to before me this 18th day of

November, 2003.

Notary Public

Margaret Chidlaw

My Commission Expires
2/11/2006

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Bid Number 03.1730.12-LED, Downtown Street Rehabilitation, Phase 3 and Street Rehabilitation - Mayfair Neighborhood, Phase 2 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,487,451 - Public Works Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact		**Amount:** $1,487,451
[X] Budget Funds Available		**Dept./Division:** Public Works
[ ] Augmentation Required		**Funding Source:** Public Works CPF

PURPOSE/BACKGROUND:

This project consists of the removal and reconstruction of roadways; curbs; gutters; sidewalks; driveway transitions; ADA compliant wheelchair ramps; streetlight installation and adjustment; and electric conduit installation. Work is located at various sites in the Downtown area and within the Mayfair Neighborhood.

PCC: L. E. Davis
POC: Ryan Mendenhall - (702) 251-5800

RECOMMENDATION:

That the City Council approve the award of Bid Number 03.1730.12-LED, Downtown Street Rehabilitation, Phase 3 and Street Rehabilitation - Mayfair Neighborhood, Phase 2 to Las Vegas Paving Corporation in the amount of $1,487,451 and approve a construction conflicts and contingency reserve of $292,832.70. Authority to execute the Contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contracts 040275 and 040278, SPESCOM Software and Support and Maintenance - Department of Information Technologies - Award recommended to: SPESCOM SOFTWARE, INC. ($944,162 - Computer Services Internal Service Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $944,162	
[X] **Budget Funds Available**	**Dept./Division:** Information Technologies	
[ ] **Augmentation Required**	**Funding Source:** Computer Services ISF	

PURPOSE/BACKGROUND:

These contracts provide for the project development, purchase, and maintenance of Spescom Software, Inc. electronic document management software. Software will enable an enterprise wide system of records management, document storage and retrieval based on the document retention life cycle.

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

PCC: L. Wheeler
POC: Bryan Christie - (858) 410-6862

RECOMMENDATION:

That the City Council approve award of Contracts 040275 and 040278, Spescom Software and Support and Maintenance in the amount of $944,162 with annual support and maintenance renewals as long as the competitive bidding exception applies in the estimated annual amount of $120,000. Authority to execute contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name Spescom Software Inc.
Address 10052 Mesa Ridge Ct., Suite 100 San Diego, Ca. 92121-2916
Telephone 858-625-3000
EIN or DUNS 02-238-6049

Block 2 **Description**
Subject Matter of Contract/Agreement **Electronic Document Management Software, Support & Maintenance, and Professional Services**
Contract No. 040275 040278

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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: Principal Shareholders from Form S-2

Date of Attached Document: February 20, 2004 Number of Pages: 1

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

John M. [signature]

Name

3/17/04

Date

Subscribed and sworn to before me this 17th day of March, 2004

abe albanna

Notary Public

OFFICIAL SEAL
ABE ALBANNA
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1417192
SAN DIEGO COUNTY
MY COMM. EXP. MAY 11, 2007
RBG-1

[CAO – September 2001]

PRINCIPAL SHAREHOLDERS

The following table sets forth information as to shares of the Common Stock owned as of February 20, 2004 by (i) each director, (ii) the Company's Chief Executive Officer, (iii) the four other most highly compensated executive officers having compensation of $100,000 or more during the fiscal year ended September 30, 2003 (iv) all directors and executive officers as a group and (v) each person who, to the extent known to the Company, beneficially owned more than 5% of the outstanding shares of Common Stock. Unless otherwise indicated in the footnotes following the table, the persons as to whom the information is given have sole voting and investment power over the shares shown as beneficially owned, subject to community property laws where applicable.

Name	Number of Shares (1)	Percent of Class (1)
Spescom Ltd (4)	27,408,249 (3)	60.0%
Forest Securities Limited	3,141,910	9.2%
Carl Mostert (2)	27,633,249 (3)	60.0%
Johann Leitner	237,500	*
D. Ross Hamilton	264,000	*
Hilton Isaacman (2)	27,483,249 (3)	60.0%
James P. Myers (2)	27,458,249 (3)	60.0%
Larry D. Unruh	81,797	*
John W. Low	304,500	*
Mark Schneider	102,700	*
Pierre de Wet	147,600	*
All Current Directors and Executive Officers as a Group (9 persons) (2)	28,896,346 (3)	61.4%

*Less than one percent.

(1) Amounts and percentages include shares of Common Stock that may be acquired within 60 days of February 20, 2004 through the exercise of stock options as follows: 225,000 shares for Mr. Mostert, 146,000 shares for Mr. De Wet, 251,000 shares for Mr. Low, 99,500 shares for Mr. Schneider, 77,500 shares for Mr. Hamilton, 77,500 shares for Mr. Unruh, 251,000 shares for Dr. Leitner, 75,000 shares for Mr. Isaacman, 50,000 shares for Mr. Myers and 1,239,000 shares for all directors and executive officers as a group.

(2) Mr. Mostert was appointed to the board of directors of Spescom Ltd in January 2004. Dr. Myers is also a member of the board of directors of Spescom Ltd., and Mr. Isaacman serves as its Director of Corporate Finance. As affiliates of Spescom Ltd., Messrs. Mostert and Isaacman and Dr. Myers could be deemed to be beneficial owners of the shares of Common Stock owned by Spescom Ltd.. However, Messrs. Mostert and Isaacman and Dr. Myers disclaim beneficial ownership of all such shares.

(3) Amount includes 11,757,778 shares of Common Stock issuable upon conversion of the Series F Preferred Stock at a stated conversion price of $0.45 per share.

(4) The primary business address of Spescom Ltd. and Messrs. Isaacman and Myers is Spescom Park, Cnr. Alexandra & Second Street, Halfway House, Midrand 1685, South Africa.

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of award of Contract 040120, professional services contract for the Northwest Regional Open Space Plan - Department of Planning and Development - Award recommended to: GREENWAYS, INC. ($235,780 - Parks and Leisure Activities Capital Projects Fund) - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

[ ] **No Impact**	**Amount:** $235,780
[X] **Budget Funds Available**	**Dept./Division:** Planning and Development
[ ] **Augmentation Required**	**Funding Source:** Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:
The project to conduct an open space plan process in the northwest portion of the City and the Las Vegas Valley was previously approved by Council on May 7, 2003. Council approved staff recommendation to negotiate with Wenk & Clarion Associates for the amount of $250,000. However, a mutually agreeable scope of work could not be negotiated and a revised RFP was subsequently issued. Greenways, Inc. was selected on the basis of best value.

PCC: Denise Kaplan
POC: Charles A. Flink II - (919) 464-8448

RECOMMENDATION:
That the City Council approve the award of Contract 040120, professional services contract for the Northwest Regional Open Space Plan to Greenways, Inc. in an amount not to exceed $235,780. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

MOTION:
MACK – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused

MINUTES:
COUNCILMAN MACK requested that Items 20 and 57 be brought forward for discussion, and COUNCILMAN REESE requested Item 36 be brought forward for discussion.

COUNCILMAN MACK thanked staff for their efforts over a lengthy process. This is a great step toward protecting the City's natural resources.

(9:31 – 9:32)

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.

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
Greenways Incorporated	Subject Matter of Contract/Agreement
Name 5850 Fayetteville Road,	Northwest Regional Open Space Plan – Consulting Services
Address Ste. 211, Durham,NC 27713	
Telephone (919) 484-8448	
EIN or DUNS 783015324	RFP No. 040120-LW

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.	Charles A. Flink, II	5850 Fayetteville Road, Suite 211, Durham, NC 27713	(919) 484-8448
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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 c interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee R Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth i above. A description of such disclosure documents must be included below.

Name of Attached Document: Not Applicable

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

Charles A Flink
Name

December 5, 2003
Date

Subscribed and sworn to before me this 5th day of December, 2003

Marjorie Strawn Flink
Notary Public

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of award of Contract 040269, annual audit services of the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2004, 2005, and 2006 - Department of Finance and Business Services - Award recommended to: KPMG LLC ($156,000 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $156,000
[X]	Budget Funds Available	**Dept./Division:** Finance and Business Services
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
The City of Las Vegas and the Redevelopment Agency are required to have their financial statements audited annually in accordance with Government Auditing Standards issued by the Comptroller General of the United States. This Contract is for Fiscal Year 2004 ($156,000 fixed price) and two (2) one year options for Fiscal Year 2005 ($160,000 fixed price) and Fiscal Year 2006 ($164,000 fixed price).

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

POC: Denise Kaplan
PCC: Thomas Snow - (213) 972-4000

RECOMMENDATION:
That the City Council approve the award of Contract 040269 for annual audit services to KPMG LLC from date of award through January 31, 2005 for $156,000 with two (2) one-year renewal options. Authority to execute the Contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
KPMG LLP
Name 355 South Grand Avenue, Suite 2000
Address Los Angeles, CA 90071
Telephone 213-972-4000
EIN or DUNS 13-5565207

Block 2 Description
Subject Matter of Contract/Agreement Audit Services
RFP#

Block 3 **Type of Business**

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

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[CAO – September 2001]

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	KPMG LLP is a national limited liability partnership having 1,550 partners. It would not be practical to list all partners. No individual partner has more than a 1% ownership interest.		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: ______________________

Date of Attached Document: ______________ Number of Pages: __________

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

STATE OF California
COUNTY OF Los Angeles

Thomas W Snow
Name (Thomas W. Snow)

March 9, 2004
Date

Subscribed and sworn to before me this 11th day of March, 2003 2004

Alexandra A. Espe
Notary Public

ALEXANDRA A. ESPE
Commission # 1429860
Notary Public - California
Los Angeles County
My Comm. Expires Aug 9, 2007

ALEXANDRA A. ESPE
Comm. # 1429860 NOTARY PUBLIC
CALIFORNIA
Los Angeles County
My Comm. Exp. Aug 9

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[CAO – September 2001]

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of Contract 030366-LW, Psychological Assessment Services for Fire and Rescue and Detention - Department of Human Resources - Award recommended to: HARRISON C. STANTON AND ASSOCIATES, LLC ($100,000 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $100,000
[X]	Budget Funds Available	**Dept./Division:** Human Resources
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
This contract will provide for psychological assessment services to the Department of Human Resources for the pre-employment testing of Fire and Rescue and Detention applicants.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: L. Wheeler
POC: Dr. Harrison C. Stanton - (702) 947-6222

RECOMMENDATION:
That the City Council approve award of Contract 030366-LW, Psychological Assessment Services for Fire and Rescue and Detention to Harrison C. Stanton and Associates, LLC from date of award through April 6, 2005 in an amount not to exceed $100,000 with annual renewals as long as the competitive bidding exception applies. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 **Contracting Entity**	
Name	Harrison C. Stanton, PhD, Ltd
Address	101 Convention Dr., LV, NV 89109
Telephone	(702) 947-6222
EIN or DUNS	88-0410878

Block 2 **Description**
Subject Matter of Contract/Agreement
Psychological Assessment Services
Contract No. 030366-LW

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.	Harrison C. Stanton	PhD, President	(702) 947-6222
2.	Shari Stanton, PhD,	Secretary Treasurer	
3.			
4.		101 Convention Center Dr,	Suite 849
5.		Las Vegas, NV 8	9109
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: ____________________

Date of Attached Document: ____________________ Number of Pages: ____________

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

[signature] PhD
Name

____
Date

Subscribed and sworn to before me this 5 day of March, 2004

[signature: M Hines]
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MICHELE HINES
Appt. No. 03-82911-1
My Appt. Expires June 24, 2007

[CAO – September 2001]

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Bid Number 040193-KF, Annual Requirements Contract for Fire Hydrant Parts - Department of Fire and Rescue - Award recommended to: STANDARD WHOLESALE SUPPLY for Lots II & IV, NATIONAL WATERWORKS for Lot I, FERGUSON ENTERPRISES, INC. for Lots III and VII and UNITED STATES PIPE & FOUNDRY CO. for Lot VI (Estimated annual aggregate amount of $82,000 - General Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $82,000
[X] **Budget Funds Available**	**Dept./Division:** Fire and Rescue
[ ] **Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

This is an annual requirements contract for the purchase of fire hydrant parts to be used to repair hydrants throughout the City. Lot V of the bid will not be awarded because there is no longer a need for the specified parts.

PCC: K. Falline
POC: Ken Thompson, Standard Wholesale Supply - (702) 382-6930
POC: Kevin McGinnis, National Waterworks - (702) 399-7766
POC: Richard Prutsman, Ferguson Enterprises, Inc. - (702) 564-2660
POC: David Miller, United States Pipe & Foundry Co. - (877) 574-7473

RECOMMENDATION:

That the City Council approve the award of Bid Number 040193-KF, annual requirements contract for fire hydrant parts to Standard Wholesale Supply, National Waterworks, Ferguson Enterprises, Inc., and U.S. Pipe from date of award through March 31, 2005, with four (4) one-year renewal options in the estimated annual aggregate amount of $82,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of issuance of a purchase order for an annual requirements contract for Freightliner, Sterling Western Star and Ford L & C Series truck OEM parts and service - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER (Estimated annual amount of $65,000 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $65,000
[X]	Budget Funds Available	**Dept./Division:** Fire and Rescue
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
This request provides for an annual requirements contract for Freightliner, Sterling Western Star and Ford L & C Series truck OEM parts and service for use by Fire and Rescue and Fleet Management.

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: K. Falline
POC: Jim Oevering - (702) 524-1959
CFN: 040262-KFF

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for Freightliner, Sterling Western Star and Ford L & C Series truck OEM parts and service to Las Vegas Freightliner in the estimated annual amount of $65,000 from date of award through June 30, 2005, with annual renewals as long as the competitive exemption applies.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of award of Bid Number 040230-KF, Class 6 Truck - Department of Fire and Rescue - Award recommended to: LAS VEGAS FREIGHTLINER ($54,092 - Fire Equipment Internal Service Fund)

Fiscal Impact

[ ] No Impact	**Amount:** $54,092	
[X] Budget Funds Available	**Dept./Division:** Fire and Rescue	
[ ] Augmentation Required	**Funding Source:** Fire Equipment ISF	

PURPOSE/BACKGROUND:
This request will provide for the purchase of one (1) Class 6 Truck to be added to the fleet for use by the Fire & Rescue Bomb Squad, as well as facilitate the purchase of additional trucks, if needed, throughout the current production model year availability under the open-end contract provision. This purchase will be reimbursed in the amount of $41,000 through a Homeland Security Grant with the additional $13,092 coming from the General Fund.

PCC: K. Falline
POC: Kurt Frye - (702) 942-6209

RECOMMENDATION:
That the City Council approve the award of Bid Number 040230-KF, Class 6 Truck to Las Vegas Freightliner in the amount of $54,092.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of issuance of a purchase order for four (4) auto-pulse resuscitation systems - Department of Fire and Rescue - Award recommended to: REVIVANT CORPORATION ($49,745.84 - Public Education Special Revenue Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $49,745.84
[X]	**Budget Funds Available**	**Dept./Division:** Fire and Rescue
[ ]	**Augmentation Required**	**Funding Source:** Public Education SRF

PURPOSE/BACKGROUND:

This request provides for four (4) auto-pulse resuscitation systems. These devices are able to maintain constant cardio-pulmonary chest compressions without the aid of human intervention. This device will also allow the transport of patients without one or more paramedics attempting to perform chest compressions.

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

PCC: K. Falline
POC: Susan Gagnier - (408) 524-3500, ext. 354
CFN: 040287-KF

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for four (4) auto-pulse resuscitation systems to Revivant Corporation in the amount of $49,745.84.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of award of Bid Number 03.19402.05-CW, Install Exterior Insulation Foam System at City Hall, 400 Stewart Avenue, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: M&H BUILDING SPECIALTIES, INC. ($51,314 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $51,314
[X]	**Budget Funds Available**	**Dept./Division:** Field Operations
[ ]	**Augmentation Required**	**Funding Source:** City Facilities CPF

PURPOSE/BACKGROUND:
This project consists of installation of an Exterior Insulation Foam System on the west side of the new building addition at City Hall.

PCC: C. White
POC: Nancy Harris - (702) 385-3168

RECOMMENDATION:
That the City Council approve the award of Bid Number 03.19402.05-CW, Install Exterior Insulation Foam System at City Hall to M&H Building Specialties., Inc. in the amount of $51,314 and approve a construction conflicts and contingency reserve of $5,131. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

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

SUBJECT:
Approval of issuance of a purchase order for firefighters test preparation manuals and test booklets - Department of Human Resources - Award recommended to: FIREFIGHTER SELECTION, INC. ($30,569.34 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $30,569.34
[X]	Budget Funds Available	**Dept./Division:** Human Resources
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
This request provides for the purchase of firefighters test preparation manuals and test booklets to be used by Human Resources for recruitment of firefighters for the City of Las Vegas and North Las Vegas. The City of North Las Vegas will reimburse the City of Las Vegas 20% percent of the total cost for test booklets.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(i), books, library materials and subscriptions.

PCC: A. Green
POC: Steven Armbrust - (916) 266-0907
CFN: 040270-TG

RECOMMENDATION:
That City Council approve the issuance of a purchase order for firefighters test preparation manuals and test booklets to Firefighter Selection, Inc. in the amount of $30,569.34

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with American Medical Response - Las Vegas for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

This Secondary User's Agreement between the City of Las Vegas and American Medical Response will facilitate the temporary transfer of radio equipment to enable interoperable communications between the ambulance service's staff and other public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Homeland Security Phase-II grant program. This agreement also authorizes the City to invoice American Medical Response annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of March, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **AMERICAN MEDICAL RESPONSE – LAS VEGAS** hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

WHEREAS, in a spirit of cooperation and collaboration, numerous public agencies in the Las Vegas region have developed a regional communications system to meet the needs of each agency and to create communications interoperability among those agencies; and,

WHEREAS, the regional communications system is managed by a multi-jurisdictional board known as the Southern Nevada Area Communications Council, hereinafter referred to as "SNACC;" and,

WHEREAS, the City, a member agency of SNACC, may sponsor other allied agencies as Secondary Users onto the SNACC regional communications system for the purposes of achieving communications interoperability with such allied agencies; and,

WHEREAS, the City has received federal grant funding to purchase equipment to achieve communications interoperability between City public safety agencies and other allied agencies, including private ambulance services and hospitals, for the purpose of enhancing the Las Vegas region's emergency medical services system; and,

NOW, THERFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I – DEFINITIONS

A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.

B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix "A".

C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.

D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.

E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.

F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.

G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.

H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.

I. RADIO is defined as any mobile, portable, control station or base station radio.

J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.

K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.

L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.

M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.

N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.

B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the installation and any other technical assistance that may be required to complete the installation.

Upon completion of installation the City will provide an itemized inventory list of end user equipment provided through this Agreement to be signed by an authorized representative of both parties. Such signing will denote the date of acceptance by the Secondary Users.

C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.

D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

A. The programming of all end user equipment provided through this Agreement shall be conducted exclusively by an authorized representative from the Communication Center or SNACC. Programming and/or reprogramming of end user equipment by any other party is strictly prohibited.

B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.

B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable polices and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.

B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.

C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.

B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.

C. The Secondary User shall not release or otherwise disclose it's possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. The Secondary Users may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

B. The Secondary Users shall not transfer possession of any end user equipment provided through this Agreement to any other party without the express written consent of the City.

SECTION VII – TERMINATION BY SECONDARY USERS

Secondary Users may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the City. Conditions of termination by Secondary Users may include Secondary Users' decision to terminate or alter its services. In such circumstances, Secondary Users shall still be obligated to pay the full annual user fee for the current year; and, Secondary Users shall be responsible for all costs associated with the removal and return to the City all end user equipment provided through this Agreement. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION VIII – TERMINATION BY THE CITY

The City may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the Secondary Users. In addition, the City reserves the right to immediately terminate this Agreement in accordance with Section III(B) or Section V(C) for unauthorized use or communication concerning the End User Equipment. Conditions of termination by the City may coincide with the termination or alternation of franchise agreements with Secondary Users or for any other reason that the City deems is in the best interest of service to the City. In such circumstances, Secondary Users shall still be obligated to pay the pro-rated portion of the annual user fee for the current year through the date of termination. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION IX – INDEMNIFICATION

The Secondary User agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns, and the Southern Nevada Area Communications Council and its member agencies, agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

SECTION X – AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

SECTION XI – INTEGRATION AND AMENDMENTS

This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely be means of written amendment signed by both parties.

SECTION XII – NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SECONDARY USER:	Chief Operating Officer American Medical Response – Las Vegas 1130 S. Martin Luther King Blvd. Las Vegas, Nevada 89101
TO CITY:	Communications Chief Las Vegas Combined Communication Center 500 N. Casino Center Blvd. Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on the date and year first hereinabove appearing and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: ______________________
Louis Amell, Communications Chief

APPROVED AS TO FORM:

______________________ 3/26/04
Date
Daniel Still
Deputy City Attorney

ATTEST:

____
Barbara Jo Ronemus
City Clerk

AMERICAN MEDICAL RESPONSE – LAS VEGAS

By: ______________________

APPROVED AS TO FORM:

3/23/04
Date

APPENDIX "A"

SOUTHERN NEVADA AREA COMMUNCATIONS COUNCIL
ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE

Description	Cost
Annual SNACC Per Radio User Fee Assessment[1]	$189.00 per radio

[1] The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws.

APPENDIX "B"

AMERICAN MEDICAL RESPONSE – LAS VEGAS
SCHEDULE OF FACILITIES FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
50	Ambulance Vehicles	1130 S. Martin Luther Ling Blvd.
1	Emergency Support Vehicles	1130 S. Martin Luther Ling Blvd.
51	**TOTAL**	

[2] For the purpose of audits/inspections of equipment installed in vehicles denote the street address of the primary deployment location.

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Temporary Access and Indemnification Agreement between the City of Las Vegas and the Vestin Group for conducting technical rescue training exercises at the Castaways Hotel Casino and Bowling Center between April and October 2004 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Las Vegas Fire & Rescue wishes to gain temporary access to the Castaways Hotel structure in order to conduct specialized technical rescue training exercises between April and October 2004. The training will only take place on the roof and the exterior of the building. The property is currently not in business.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Temporary Access and Indemnification Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

TEMPORARY ACCESS AND INDEMNIFICATION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Releasor, City of Las Vegas Fire & Rescue, its agents representatives, and employees ("LVF&R") hereby forever indemnify, defend, hold harmless, release, discharge and acquit the undersigned Releasees, Vestin Mortgage, Vestin Fund I, Vestin Fund II, and Owens Mortgage Investment Fund, their successors, assigns and personal representatives ("Vestin parties") from any claim, lawsuit or liability arising from any personal injury or death of any person or persons, or for any loss, damage or destruction of any property whether owned by the Vestin parties or others, relating in any manner to the LVF&R's use of the property at 2800 East Fremont, Las Vegas, Nevada formerly known as The Castaways Hotel and Casino ("Castaways").

The LVF&R shall have access to conduct technical rescue training exercises at the Castaways between April 8, 2004 and October 31, 2004. The LVF&R shall have access Monday thru Friday, normally after 5:00 p.m., or on the weekends after coordination with the Vestin parties representative. The exact date(s) and time(s) ("Access Date") for training shall be coordinated and confirmed with the Vestin parties representative. Thereafter, Vestin parties shall grant permission to LVF&R for temporary access and the right to enter upon and conduct training drills at Castaways only upon the agreed Access Date(s).

LVF&R specifically warrants, represents and agrees that it will use Castaways in a manner which will in no way harm or create a risk of harm to the building or its contents, and will in no manner expose any occupants of Castaways to any risk of, or actual, physical bodily injury.

The LVF&R shall provide the Vestin parties a City of Las Vegas self-insurance certificate and hereby represent that the City is self-insured for worker's compensation with the State of Nevada. This Agreement is governed by the laws of the State of Nevada. Any lawsuit relating to this Agreement shall be heard in state District Court within Clark County, Nevada.

In executing this agreement, LVF&R additionally intends to bind its legal representatives, assigns and anyone else claiming under it. LVF&R will not assign any claim covered by this release to another party.

. . .

. . .

This Agreement applies to the foregoing, and no other debt, obligation, agreement or liability by and between the parties shall be governed or affected by this Agreement.

IN WITNESS WHEREOF, We have hereunto set our hands this 7th day of April, 2004.

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

______________________ 3/31/04
Date

____
Vestin Mortgage on behalf of
Itself and Manage and Loan Servicer
or Vestin Fund I, Vestin Fund II,

____
Owens Mortgage Investment Fund

Texas Station Gambling Hall & Hotel
Green Valley Ranch Station Casino
Santa Fe Station Hotel & Casino
Fiesta Henderson Casino Hotel
Palace Station Hotel & Casino
Thunder Valley Casino

STATION CASINOS INC.®

Wild Wild West Gambling Hall & Hotel
Barley's Casino & Brewing Company
Boulder Station Hotel & Casino
Sunset Station Hotel & Casino
Fiesta Casino Hotel
Wildfire Casino

Direct Dial: (702) 221-6529
Facsimile: (702) 221-6613

Matthew L. Heinhold, Esq.
Corporate Counsel

October 4, 2004

via facsimile (384-1667)
and first class mail
Las Vegas Fire & Rescue
500 North Casino Center
Las Vegas, Nevada 89101
Attention: Roy Lawson

Re: Assignment of Temporary Access and Indemnification Agreement

Dear Mr. Lawson:

Reference is made to that certain Temporary Access and Indemnification Agreement dated April 7, 2004 (the "Indemnification Agreement"), by and between City of Las Vegas Fire & Rescue, its agents, representatives, and employees (collectively, the "LVF&R") and Vestin Mortgage, Vestin Fund I, Vestin Fund II and Owens Mortgage Investment Fund, their successors, assigns and personal representatives (collectively, "Vestin"), pursuant to which Vestin agreed to grant temporary access to the Castaways (as defined below) in order to allow LVF&R to conduct technical rescue training exercises. As you may be aware, Station Casinos, Inc. ("SCI") recently purchased the property located at 2800 East Fremont Street, Las Vegas, Nevada formerly know as the Castaways Hotel and Casino (the "Castaways") and was just informed of the agreement between LVF&R and Vestin and the Indemnification Agreement today. This letter is to confirm that SCI agrees to grant LVF&R access to the Castaways, assuming that the City of Las Vegas and the LVF&R acknowledge and agree that all of the protections, warranties, representations, terms, conditions and obligations set forth in the Indemnification Agreement accrue and run to the benefit of SCI. Unless we hear otherwise from you, we will assume that you, on behalf of the City of Las Vegas and the LVF&R, agree with the preceding sentence. If that is not the case, please notify us immediately.

If you have any questions regarding the forgoing, please contact me.

Sincerely,

Matthew L. Heinhold, Esq.
Corporate Counsel

cc: Ned Martin
David L. Washington

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Paiute Tribal Police Department for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and the Las Vegas Paiute Tribal Police Department will facilitate the permanent transfer of radio equipment for use by the Tribal Police Department to enable communications between public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Interoperable Communications Equipment Grant Program. This agreement also authorizes the City to invoice the Las Vegas Paiute Tribal Police Department in the amount of $28,771.75 to cover a 25% cash-match required by the federal grant program.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND PAIUTE TRIBAL POLICE DEPARTMENT

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with U.S. Department of Justice Office of Community Oriented Policing Services for participation in the **FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM** (hereinafter "Program"); and,

WHEREAS, the objectives of the equipment and scope of work funded by the Program are to establish interoperable communications between public safety agencies operating within the Las Vegas Metropolitan Statistical Area (MSA), as defined by the U.S. Department of Justice; and

WHEREAS, the PAIUTE TRIBAL POLICE DEPARTMENT (hereinafter "Subrecipient"), a unit of local government is a committed participant in the Program; and,

WHEREAS, the City has agreed to provide equipment acquired through the Program to the Subrecipient as defined in Exhibit "A" "Schedule of Equipment Assets", such equipment to be administered by the Las Vegas Combined Communications Center, a division of the Fire & Rescue Department of the City of Las Vegas (City and Subrecipient hereinafter referenced collectively as "Parties"); and,

WHEREAS, both Parties understand and agree that equipment acquired through the Program is funded by 75% federal funds and the 25% balance is funded by a non-federal cash-match based upon the pro-rated share of each Parties' total equipment costs; and,

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In accordance with the Program guidance, the Parties are committed to establishing interoperable communications systems. All communications systems, including radio equipment, acquired through this grant program will be compatible with the federally recommended suite of standards, ANSI/TIA/EIAA-102 Phase 1 (Project 25).

2. City will provide Subrecipient all equipment assets as defined in Exhibit "A", "Schedule of Equipment Assets", through a permanent, fixed asset transaction from City to Subrecipient.

   a. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the Program.

   b. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order. "Total Cost", as defined in Exhibit "A" "Schedule of Equipment Assets", will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees. Subrecipient further agrees to all financial assurances described in Exhibit "C," "City of Las Vegas Financial Assurances," attached hereto and incorporated herein as if fully set forth.

c. All transferred assets shall become the permanent property of Subrecipient. Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all transferred assets; and, Subrecipient shall assume audit accountability of all transferred assets.

3. The Subrecipient agrees to use the equipment assets acquired through the Program to facilitate interoperable communications identified within Exhibit "B," "Scope of Work," attached hereto and incorporated herein as if fully set forth.

4. Subrecipient will comply with all applicable Federal assurances and will provide City with documentation supporting any and all audit requests. Subrecipient will provide any additional documentation requested by City that may be required in the administration of the grant program.

5. Regardless of any termination of this Agreement, Subrecipient shall comply with all federal laws and regulations associated with the receipt of equipment through the Program.

6. It is specifically understood and agreed by all Parties that any changes to the equipment and scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by the U.S. Department of Justice Office of Community Oriented Policing Services.

7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:

a. The terms of this Agreement shall be completed by **August 31, 2004**. An extension after the **August 31, 2004** deadline must be requested the City.

b. By any Party, for any reason with written notice of at least 60 days.

8. In the event the City is able to increase the budgeted equipment amounts set forth in Section 2 and Exhibit "A," subject to Subrecipient's consent to provide matching funds, the City, at its sole discretion, will increase the aforesaid budgeted equipment amounts, and Subrecipient agrees that if such augmentation of the budgeted amounts occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 2 and in Exhibit "A."

9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

10. Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by

such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

11. The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

12. This Agreement embodies the entire agreement of the Parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely be means of written amendment signed by both parties.

13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

Theodore R. Quasula, Police Chief
Las Vegas Paiute Tribe
Number One Paiute Drive
Las Vegas, NV 89106-3261

TO CITY:

Chief of Communications
Las Vegas Combined Communications Center
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this 7th day of April, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: ______________________________ 4/8/2004
Oscar B. Goodman, Mayor Date

ATTEST:

______________________________ 4/8/2004
Barbara Jo Ronemus, City Clerk Date

APPROVED AS TO FORM:

______________________________ ______________
Daniel Still, Deputy City Attorney Date

PAIUTE TRIBAL POLICE DEPARTMENT

By: Gloria Hernandez
Gloria Hernandez, Tribal Chairperson

3-16-04
Date

ATTEST:
Patricia Peckinpaugh
Patricia Peckinpaugh, Tribal Secretary

3-16-04
Date

APPROVED AS TO FORM:

David Colvin, Tribal Attorney

2/15/04
Date

EXHIBIT "A"

SCHEDULE OF EQUIPMENT ASSETS
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

PAIUTE TRIBAL POLICE DEPARTMENT

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
12	MOTOROLA XTS-2500 PORTABLE RADIO	$2,561.75	$30,741.00
12	MOTOROLA XTL-5000 MOBILE RADIO	$3,656.00	$43,872.00
1	MOTOROLA XTL-5000 CONTROL STATION**	$3,974.00	$3,974.00
25	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$36,500.00
		TOTAL COST	$ 115,087.00
		75% FEDERAL REIMBURSEMENT TO CITY	$86,315.25
		25% SUBRECIPIENT REIMBURSEMENT TO CITY	$ 28,771.75

** = ANTENNA AND COAX NOT INCLUDED

EXHIBIT "B"

SCOPE OF WORK
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

PAIUTE TRIBAL POLICE DEPARTMENT

Subrecipient agrees to perform the following tasks in order to accomplish the scope of work identified in the grant program:

1. Designate a technical representative to work with the City's project manager to identify subrecipient's specific equipment needs. Inform the City's project manager of any project change requests desired by subrecipient.

2. Receive the transfer of equipment assets acquired for subrecipient through the grant program and maintain internal property records for audit purposes for a period of not less than three (3) years from date of transfer as required by the Federal grant program.

3. Conduct a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) years as required by the Federal grant program. Provide the City any necessary inventory records or reports, as requested, for the City's audit requirements.

4. Install, or coordinate the installation of (as necessary), equipment assets acquired through the grant program in subrecipient's facilities and/or vehicles.

5. Ensure appropriate training is provided to all personnel employed by subrecipient that will use the equipment assets acquired through the grant program.

6. Implement the use the equipment assets acquired through the grant program by the end of the grant performance period, or any extension period(s) requested by the City and authorized by the U.S. Department of Justice.

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EXHIBIT "C"

CITY OF LAS VEGAS
FINANCIAL ASSURANCES

1. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the FFY-03 Interoperable Communications Technology Grant Program administered by the U.S. Department of Justice Office of Community Oriented Policing Services.

2. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order.

   a. "Total Cost", as defined in Exhibit "A", will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees.

   b. City will invoice Subrecipient for the 25% balance of the total cost of Subrecipient's equipment order at the time the order is placed. Subrecipient will issue reimbursement, in full, to City within **net 30 days** from time of invoice.

   c. Subrecipient shall include with return payment a letter of certification indicating that the source of its 25% cash-match obligation originates from a non-federal source.

3. Subreceipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

4. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

5. Required documentation for the performance of audits and quarterly reports must be provided to the City of Las Vegas within 30 days of request. Grant closeout is contingent upon City audit and resolution of any discrepancies.

6. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this agreement.

7. Subrecipients are instructed to send all aforementioned payments and financial correspondence to:

   Patty Braganza, Financial Analyst
   City of Las Vegas Finance Department, 6th Floor
   400 Stewart Street, Las Vegas
   Nevada, 89101-2986.

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City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and the Clark County School District will facilitate the permanent transfer of radio equipment for use by the School District's Police Department to enable communications between public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Interoperable Communications Equipment Grant Program. This agreement also authorizes the City to invoice the Clark County School District in the amount of $250,788.19 to cover a 25% cash-match required by the federal grant program.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND CLARK COUNTY SCHOOL DISTRICT POLICE DEPARTMENT

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with U.S. Department of Justice Office of Community Oriented Policing Services for participation in the **FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM** (hereinafter "Program"); and,

WHEREAS, the objectives of the equipment and scope of work funded by the Program are to establish interoperable communications between public safety agencies operating within the Las Vegas Metropolitan Statistical Area (MSA), as defined by the U.S. Department of Justice; and

WHEREAS, the CLARK COUNTY SCHOOL DISTRICT POLICE DEPARTMENT (hereinafter "Subrecipient"), a unit of local government is a committed participant in the Program; and,

WHEREAS, the City has agreed to provide equipment acquired through the Program to the Subrecipient as defined in Exhibit "A" "Schedule of Equipment Assets," such equipment to be administered by the Las Vegas Combined Communications Center, a division of the Fire & Rescue Department of the City of Las Vegas (City and Subrecipient hereinafter referenced collectively as "Parties"); and,

WHEREAS, both Parties understand and agree that equipment acquired through the Program is funded by 75% federal funds and the 25% balance is funded by a non-federal cash-match based upon the pro-rated share of each Parties' total equipment costs; and,

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In accordance with the Program guidance, the Parties are committed to establishing interoperable communications systems. All communications systems, including radio equipment, acquired through this grant program will be compatible with the federally recommended suite of standards, ANSI/TIA/EIAA-102 Phase 1 (Project 25).

2. City will provide Subrecipient all equipment assets as defined in Exhibit "A," "Schedule of Equipment Assets," through a permanent, fixed asset transfer from City to Subrecipient.

   a. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf on all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the Program.

   b. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order. "Total Cost," as defined in Exhibit "A" "Schedule of Equipment Assets," will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees. Subrecipient further agrees to all financial assurances described in Exhibit "C," "City of Las Vegas Financial Assurances," attached hereto and incorporated herein as if fully set forth.

c. All transferred assets shall become the permanent property of Subrecipient. Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all transferred assets; and, Subrecipient shall assume audit accountability of all transferred assets.

3. The Subrecipient agrees to use the equipment assets acquired through the Program to facilitate interoperable communications identified within Exhibit "B," "Scope of Work," attached hereto and incorporated herein as if fully set forth.

4. Subrecipient will comply with all applicable Federal assurances and will provide City with documentation supporting any and all audit requests. Subrecipient will provide any additional documentation requested by City that may be required in the administration of the grant program.

5. Regardless of any termination of this Agreement, Subrecipient shall comply with all federal laws and regulations associated with the receipt of equipment through the Program.

6. It is specifically understood and agreed by all Parties that any changes to the equipment and scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by the U.S. Department of Justice Office of Community Oriented Policing Services.

7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:

a. The terms of this Agreement shall be completed by **August 31, 2004**. An extension after the **August 31, 2004** deadline must be requested the City.

b. By any Party, for any reason with written notice of at least 60 days.

8. In the event the City is able to increase the budgeted equipment amounts set forth in Section 2 and Exhibit "A," subject to Subrecipient's consent to provide matching funds, the City, at its sole discretion, will increase the aforesaid budgeted equipment amounts, and Subrecipient agrees that if such augmentation of the budgeted amounts occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 2 and in Exhibit "A."

9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

10. Subject to NRS Chapter 41, and other applicable law, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses

and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

11. The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

12. This Agreement embodies the entire agreement of the Parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely be means of written amendment signed by both parties.

13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:	Sgt. Chris Bonati Clark County School District Police Services 818 Bridger Avenue Las Vegas, NV 89101
TO CITY:	Chief of Communications Las Vegas Combined Communications Center 500 N. Casino Center Blvd. Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this 7th day of April, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: ______________________ Date 4/8/2004
Oscar B. Goodman, Mayor

ATTEST:

______________________ Date 4/8/2004
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

______________________ Date ______
Daniel Still, Deputy City Attorney

CLARK COUNTY SCHOOL DISTRICT
POLICE DEPARTMENT

By: Susan Brager-Wellman
Susan Brager-Wellman, President
Board of Trustees

3-25-04
Date

ATTEST:

Mary Beth Scow
Mary Beth Scow, ~~Secretary~~ Clerk

3-25-04
Date

APPROVED AS TO FORM:

C. W. Hoffman, Jr., Attorney

3/10/04
Date

EXHIBIT "A"

SCHEDULE OF EQUIPMENT ASSETS
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

CLARK COUNTY SCHOOL DISTRICT
POLICE DEPARTMENT

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
165	MOTOROLA STX-2500 PORTABLE RADIO	$2,561.75	$422,688.75
60	MOTOROLA XTL-5000 MOBILE RADIO	$3,656.00	$219,360.00
6	MOTOROLA XTL-5000 CONTROL STATION**	$3,974.00	$23,844.00
231	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$337,260.00
		TOTAL COST	$1,003,152.75
		75% FEDERAL REIMBURSEMENT TO CITY	$752,364.56
		25% SUBRECIPIENT REIMBURSEMENT TO CITY	$ 250,788.19

** = DOES NOT INCLUDE ANTENNAS OR COAX

EXHIBIT "B"

SCOPE OF WORK
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

CLARK COUNTY SCHOOL DISTRICT
POLICE DEPARTMENT

Subrecipient agrees to perform the following tasks in order to accomplish the scope of work identified in the grant program:

1. Designate a technical representative to work with the City's project manager to identify subrecipient's specific equipment needs. Inform the City's project manager of any project change requests desired by subrecipient.

2. Receive the transfer of equipment assets acquired for subrecipient through the grant program and maintain internal property records for audit purposes for a period of not less than three (3) years from date of transfer as required by the Federal grant program.

3. Conduct a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) years as required by the Federal grant program. Provide the City any necessary inventory records or reports, as requested, for the City's audit requirements.

4. Install, or coordinate the installation of (as necessary), equipment assets acquired through the grant program in subrecipient's facilities and/or vehicles.

5. Ensure appropriate training is provided to all personnel employed by subrecipient that will use the equipment assets acquired through the grant program.

6. Implement the use the equipment assets acquired through the grant program by the end of the grant performance period, or any extension period(s) requested by the City and authorized by the U.S. Department of Justice.

###

EXHIBIT "C"

CITY OF LAS VEGAS
FINANCIAL ASSURANCES

1. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the FFY-03 Interoperable Communications Technology Grant Program administered by the U.S. Department of Justice Office of Community Oriented Policing Services.

2. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order.

   a. "Total Cost", as defined in Exhibit "A", will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees.

   b. City will invoice Subrecipient for the 25% balance of the total cost of Subrecipient's equipment order at the time the order is placed. Subrecipient will issue reimbursement, in full, to City within **net 30 days** from time of invoice.

   c. Subrecipient shall include with return payment a letter of certification indicating that the source of its 25% cash-match obligation originates from a non-federal source.

3. Subreceipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

4. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

5. Required documentation for the performance of audits and quarterly reports must be provided to the City of Las Vegas within 30 days of request. Grant closeout is contingent upon City audit and resolution of any discrepancies.

6. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this agreement.

7. Subrecipients are instructed to send all aforementioned payments and financial correspondence to:

   Patty Braganza, Financial Analyst
   City of Las Vegas Finance Department, 6th Floor
   400 Stewart Street, Las Vegas
   Nevada, 89101-2986.

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City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval authorizing Las Vegas Fire & Rescue to execute a Secondary User's Agreement with Southwest Ambulance for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

This Secondary User's Agreement between the City of Las Vegas and Southwest Ambulance will facilitate the temporary transfer of radio equipment to enable interoperable communications between the ambulance service's staff and other public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Homeland Security Phase-II grant program. This agreement also authorizes the City to invoice Southwest Ambulance annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of March, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and **SOUTHWEST AMBULANCE** hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

WHEREAS, in a spirit of cooperation and collaboration, numerous public agencies in the Las Vegas region have developed a regional communications system to meet the needs of each agency and to create communications interoperability among those agencies; and,

WHEREAS, the regional communications system is managed by a multi-jurisdictional board known as the Southern Nevada Area Communications Council, hereinafter referred to as "SNACC;" and,

WHEREAS, the City, a member agency of SNACC, may sponsor other allied agencies as Secondary Users onto the SNACC regional communications system for the purposes of achieving communications interoperability with such allied agencies; and,

WHEREAS, the City has received federal grant funding to purchase equipment to achieve communications interoperability between City public safety agencies and other allied agencies, including private ambulance services and hospitals, for the purpose of enhancing the Las Vegas region's emergency medical services system; and,

NOW, THERFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I – DEFINITIONS

A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.

B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix "A".

C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.

D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.

E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.

F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.

G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.

H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.

I. RADIO is defined as any mobile, portable, control station or base station radio.

J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.

K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.

L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.

M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.

N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.

B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the installation and any other technical assistance that may be required to complete the installation.

Upon completion of installation the City will provide an itemized inventory list of end user equipment provided through this Agreement to be signed by an authorized representative of both parties. Such signing will denote the date of acceptance by the Secondary Users.

C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.

D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

A. The programming of all end user equipment provided through this Agreement shall be conducted exclusively by an authorized representative from the Communication Center or SNACC. Programming and/or reprogramming of end user equipment by any other party is strictly prohibited.

B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.

B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable polices and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.

B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.

C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.

B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.

C. The Secondary User shall not release or otherwise disclose it's possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. The Secondary Users may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

B. The Secondary Users shall not transfer possession of any end user equipment provided through this Agreement to any other party without the express written consent of the City.

SECTION VII – TERMINATION BY SECONDARY USERS

Secondary Users may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the City. Conditions of termination by Secondary Users may include Secondary Users' decision to terminate or alter its services. In such circumstances, Secondary Users shall still be obligated to pay the full annual user fee for the current year; and, Secondary Users shall be responsible for all costs associated with the removal and return to the City all end user equipment provided through this Agreement. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION VIII – TERMINATION BY THE CITY

The City may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the Secondary Users. In addition, the City reserves the right to immediately terminate this Agreement in accordance with Section III(B) or Section V(C) for unauthorized use or communication concerning the End User Equipment. Conditions of termination by the City may coincide with the termination or alternation of franchise agreements with Secondary Users or for any other reason that the City deems is in the best interest of service to the City. In such circumstances, Secondary Users shall still be obligated to pay the pro-rated portion of the annual user fee for the current year through the date of termination. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION IX – INDEMNIFICATION

The Secondary User agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns, and the Southern Nevada Area Communications Council and its member agencies, agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

SECTION X – AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

SECTION XI – INTEGRATION AND AMENDMENTS

This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely be means of written amendment signed by both parties.

SECTION XII – NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SECONDARY USER:	Chief Operating Officer Southwest Ambulance 4640 Arville Street Las Vegas, Nevada 89103
TO CITY:	Communications Chief Las Vegas Combined Communication Center 500 N. Casino Center Blvd. Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on the date and year first hereinabove appearing and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: Louis Amell
Louis Amell, Communications Chief

APPROVED AS TO FORM:

3/27/04
Daniel Still, Date
Deputy City Attorney

ATTEST:

Barbara Jo Ronemus
City Clerk

SOUTHWEST AMBULANCE

By:
John Wilson, Executive Partner

APPROVED AS TO FORM:

3/10/04
Date

APPENDIX "A"

SOUTHERN NEVADA AREA COMMUNCATIONS COUNCIL
ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE

Description	Cost
Annual SNACC Per Radio User Fee Assessment[1]	$189.00 per radio

[1] The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws.

APPENDIX "B"

SOUTHWEST AMBULANCE
SCHEDULE OF FACILITIES FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
36	Ambulance Vehicles	4640 Arville Street
1	Emergency Support Vehicles	4640 Arville Street
37	**TOTAL**	

[2] For the purpose of audits/inspections of equipment installed in vehicles denote the street address of the primary deployment location.

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FIRE & RESCUE
DIRECTOR: **DAVID L. WASHINGTON** [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of a contract renewal between the City of Las Vegas and Trauma Intervention Programs, Inc. ($46,884 - General Fund) - All Wards

Fiscal Impact

[ ]	**No Impact**	**Amount:** $46,884
[X]	**Budget Funds Available**	**Dept./Division:** Fire/Rescue - Suppression Div.
[ ]	**Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:
Trauma Intervention Programs, Inc. (TIP) uses citizen volunteers to provide emotional and practical support to victims of traumatic events. This contract has been in place with the City since March 1, 1994 and TIP continues to respond to all emergency incidents when requested by Fire Department personnel. TIP administers the entire program including recruiting, training, and the supervision of all personnel. The contract could be cancelled at any time with proper notification. This contract is effective July 1, 2004.

RECOMMENDATION:
Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:
Agreement between City of Las Vegas and Trauma Intervention Programs, Inc.

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

AGREEMENT BETWEEN CITY OF LAS VEGAS
AND
TRAUMA INTERVENTION PROGRAMS, INC.

THIS AGREEMENT is made and entered into this 7th of April, 2004, but effective as of the 1st day of July, 2004, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

WITNESSETH:

WHEREAS, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

WHEREAS, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

WHEREAS, TIP is a contractor which has the ability to provide such services; and

WHEREAS, the parties wish to enter into an agreement whereby TIP will furnish such services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. <u>SERVICES AND DUTIES</u>

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

(d) Upon request of or referral by the City, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services;

providing information and referral services; performing one follow-up contact to verify the client's welfare.

(e) TIP shall comply with all applicable local, state or federal laws or regulations.

2. COMPENSATION FOR SERVICES

The City agrees to pay TIP a maximum amount of $46,884.00 for the services to be performed hereunder. The City agrees to pay annually, in advance, unless some other method of payment is mutually agreed to in writing.

3. INDEPENDENT CONTRACTOR

In the performance of the obligations under this Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the City shall exercise no control or direction over the manner and means by which TIP performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents of TIP and no person employed by or volunteering for TIP shall be entitled to any City pension, civil service, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the City of Las Vegas.

4. INDEMNIFICATION

TIP promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

5. PROPRIETARY RIGHTS

(a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified (collectively, "Proprietary Marks and Indicia").

(b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Las Vegas. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

6. INSURANCE

(a) TIP shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. The insurance coverages mentioned herein shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Each policy shall be for not less than $1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than $1,000,000 on account for any one occurrence, and $1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of Nevada. The City shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers. The contractor shall porivde written proof of all insurance coverage required herein within ten (10) days after the parties have signed this agreement.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, TIP will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the City Attorney of the City and/or the City Manager of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

(b) Workers' Compensation. TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Nevada. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

7. TERMINATION

(a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then the offending party will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.

(b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.

(c) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term specific in Section 8, TIP shall reimburse the City a pro rata amount of the any compensation paid in advance.

8. TERM

This Agreement shall continue through the 30th day of June 2005 unless earlier terminated in accordance with Section 7.

9. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City: City Manager
City of Las Vegas
400 E. Stewart
Las Vegas, NV 89101

TIP: Trauma Intervention Programs, Inc.
1420 Phillips Street
Vista, CA 92083

10. ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING WAIVER

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

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

CITY OF LAS VEGAS

By: ____________________
Mayor

Date: 4/8/2004

TRAUMA INTERVENTION PROGRAMS, INC.

By: ____________________ 1/12/04
President

Date: ____________

Attest:

____
City Clerk

APPROVED AS TO FORM:

____________________ 3/11/04
DATE

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the revised City Health Insurance Employee Benefit Plan Document

Fiscal Impact

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

PURPOSE/BACKGROUND:
To change the current City Health Insurance Employee Benefit Plan Document to incorporate changes approved by the Insurance Committee.

RECOMMENDATION:
Approve the revised City Health Insurance Employee Benefit Plan Document incorporating changes approved by the Insurance Committee.

BACKUP DOCUMENTATION:
Insurance Committee Minutes dated September 23, 2003

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

Insurance Committee Meeting
Minutes 9/23/03

The meeting commenced at 4:07 p.m.

Chairman King opened the meeting with what do we do and what do we recommend for the upcoming years.

It was agreed that education was key in containing medical costs over the next few years. Therefore, education will continue after the initial employee education programs.

The committee decided to offer three medical programs for the calendar year 2004. They selected Lumenos as the first option, as the administrator for Consumer Driven Health Care. The second option is to retain the City Health Insurance Plan (CHIP) with revisions. Those revisions are included as an attachment to these minutes. The third option will be Health Plan of Nevada.

The meeting was adjourned at 5:40 p.m.

Secretary, Insurance Committee September 23, 2003

CHIP MEDICAL PLAN
CALENDAR YEAR 2004

Annual Maximum	$1,000,000
Lifetime Maximum	$2,000,000

PLAN PROVISIONS (IN PLAN)	**EMPLOYEE PAYS**
Deductible:	
Deductible (active and retiree)	
• Employee/retiree only	$250
• Employee/retiree + one dependent	$500
• Employee/retiree + family	$750
Co-Insurance	20% after deductible
Out-of-Pocket annual maximums	
• Employee/retiree only	$2,500 after deductible
• Employee/retiree + one dependent	$3,750 after deductible
• Employee/retiree + family	$5,000 after deductible
Outpatient Mental Health Benefits:	
• Deductibles waived	
• First 3 visits annually	no charge
• Co-insurance after first 3 visits	20%
• Substance Abuse	$39,000 lifetime maximum
Inpatient Mental Health Benefits	
• Deductible schedule applies	see deductible schedule
• Annual maximum benefit	$9,000 annual maximum

UM/UR requirements remain unchanged, as do the limits on chiropractic, hearing aids, home health care, occupation & physical therapy and temporomandibular joint dysfunction.

Out of area benefits will no longer be applicable and will be classified as non-network.

PLAN PROVIDIONS (OUT-OF-NETWORK)	EMPLOYEE PAYS
Deductible:	
• Employee/retiree only	$250
• Employee/retiree + one dependent	$500
• Employee/retiree + family	$750
Co-Insurance	40% of in-plan fee schedule plus all charges in excess of the fee schedule after deductible is satisfied
Out-of-Pocket annual maximums*	
• Employee/retiree only	$5,000 after deductible
• Employee/retiree + one dependent	$10,000 after deductible
• Employee/retiree + family	$10,000 after deductible
Outpatient Mental Health Benefits	not covered
Inpatient Mental Health Benefits	
Deductible schedule applies	see deductible schedule
Annual maximum benefit	$9,000 annual maximum

UM/UR requirements remain unchanged, as do the limits on chiropractic, hearing aids, home health care, occupation & physical therapy and temporomandibular joint dysfunction.

* Charges above the fee schedule will not apply to the out of pocket maximum.

PHARMACY BENEFITS

PLAN PROVISIONS (IN PLAN)	**EMPLOYEE PAYS**
Generic Medications	the greater of \$5 or 10% max co-pay \$50
Preferred (formulary) Brand	the greater of \$25 or 25%, max co-pay \$100
Non-preferred (non-formulary) Brand	the greater of \$50 or 50%, max co-pay \$150

Cost for prescription medications do not count towards the deductibles or the out-of-pocket maximums.

Mail order for maintenance medications is available.

No out of network benefits will be provided.

City of Las Vegas Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of recommendation of lands to be disposed of by the Bureau of Land Management (BLM) in the Spring 2005 Public Sale - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Staff is recommending four (4) parcels for disposal at the Spring 2005 BLM land sale. The combined area of these parcels is approximately 28 gross acres. The City has no need to reserve this land for public purposes and their nomination is in accordance with the Priority Groupings map as adopted by the City Council. They are located north of Iron Mountain Road, west of Hualapai Way.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Spring 2005 BLM Disposal Nominations map
2. Submitted at Council meeting – revised map

MOTION:

REESE – APPROVED with revised map as recommended – UNANIMOUS with L.B. McDONALD excused

MINUTES:

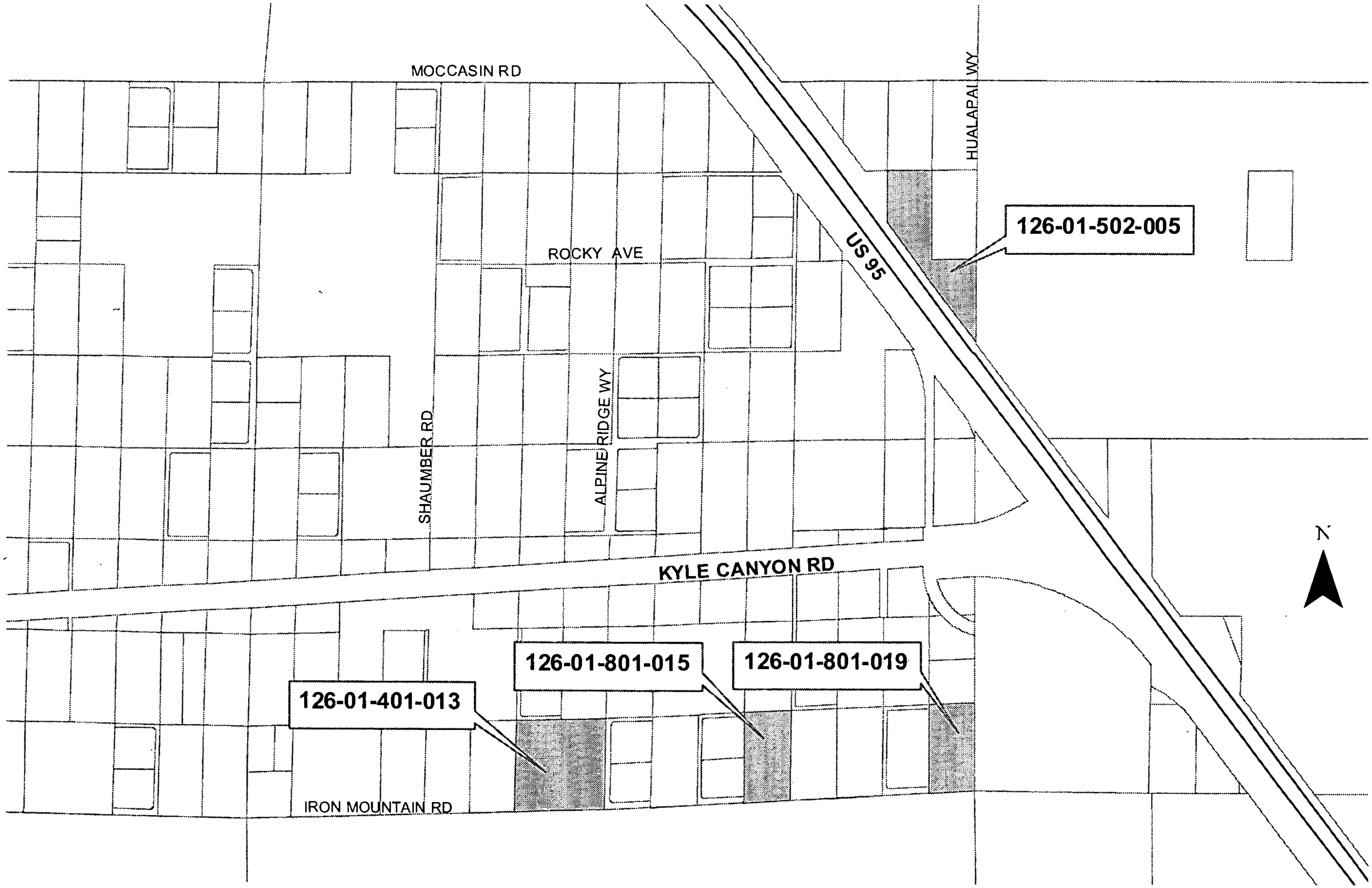
COUNCILMAN MACK requested that Items 20 and 57 be brought forward for discussion, and COUNCILMAN REESE requested Item 36 be brought forward for discussion.

SEAN ROBERTSON, Planning & Development Department, explained that a revised map was being submitted to allow for more land that was determined to be needed for improvements.

(9:35 – 9:36)

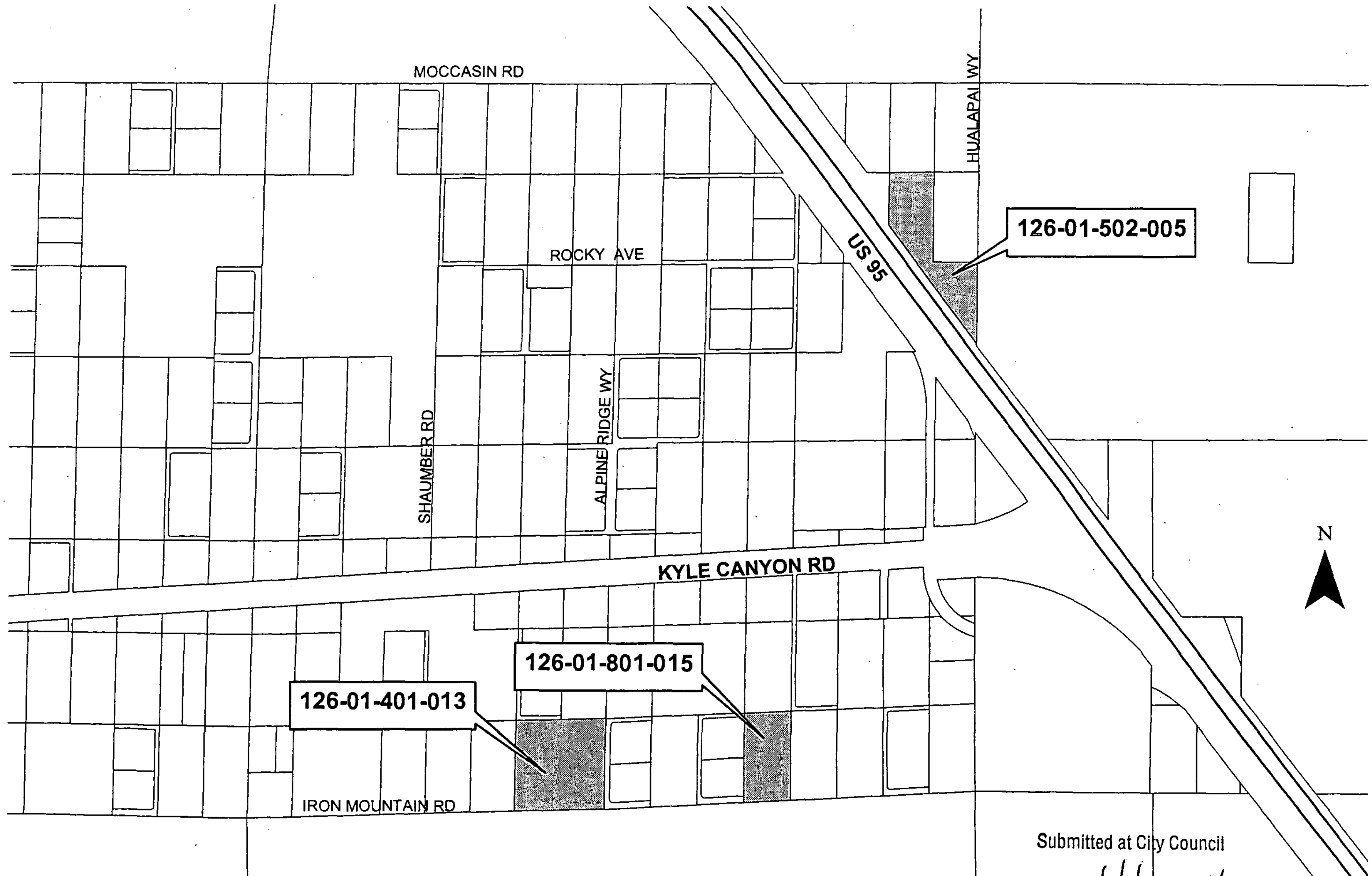
1-977

City of Las Vegas
Nominations for Spring 2005 BLM Public Land Sale



36

City of Las Vegas
Nominations for Spring 2005 BLM Public Land Sale



Submitted at City Council

Date 4/7/04 Item #36

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Second Supplemental Interlocal Contract 389b Jones Boulevard/Las Vegas Beltway to Elkhorn Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to increase the amount of the Interlocal Contract ($60,000 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $60,000
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/City Engineer
[ ]	**Augmentation Required**	**Funding Source:** Regional Transportation Commission

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract 389b will increase funding for Right-of-Way Acquisition. This increase is necessary to cover increased Right of Way Acquisition costs. The Southern Nevada Regional Transportation Commission approved this contract at their February 12, 2004 Board meeting. Total cost of this project shall not exceed $4,451,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract 389b

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

CONTRACT # 389b

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

JONES BOULEVARD, BELTWAY TO ELKHORN ROAD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7th day of April, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Jones Boulevard, Beltway to Elkhorn Road located partially within the CITY and partially within the COUNTY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 11, 2001 and a Supplemental Interlocal Contract dated October 1, 2003 for the design and construction of Jones Boulevard, Beltway to Elkhorn Road; and

WHEREAS, the CITY desires to increase total project funding, and receive a Revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II – PROJECT COSTS shall be revised to read as follows:

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $4,451,000 which includes all of the above items.

2. The CITY will be granted an "Authorization to Proceed" for engineering at a cost not to exceed $1,026,230, for right-of-way drawings, descriptions and obtaining appraisals at a cost not to exceed $60,000, right-of-way acquisition at a cost not to exceed $360,000 and construction at a cost not to exceed $3.004,770. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

Jones Blvd Beltway to Elkhorn 33K 2s.doc

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Interlocal Contract 388b Alexander Road/Hualapai Way - Cheyenne Avenue to Cimarron Road between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for Engineering, Right-of-Way Other and Construction ($6,341,047 - Southern Nevada Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $6,341,047
Dept./Division: Public Works/City Engineer
Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:
Second Supplemental Interlocal Contract 388b will increase funding for Engineering and Right-of-Way Other and add Construction Funding. The Southern Nevada Regional Transportation Commission approved this contract at their February 12, 2004 Board meeting. Total cost of this project shall not exceed $8,500,700.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract #388b

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

CONTRACT # 388b

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

ALEXANDER/HUALAPAI, CHEYENNE AVENUE TO CIMMARON ROAD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7th day of April, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Alexander/Hualapai, Cheyenne Avenue To Cimarron Road located partially within the CITY and partially within Clark County, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 11, 2000 and a Supplemental Interlocal Contract dated March 13, 2003 for the design and construction of Alexander/Hualapai, Cheyenne Avenue to Cimarron Road; and

WHEREAS, the CITY wishes to request additional funding, extend the date of completion and receive a revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II - PROJECT COSTS shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $8,500,700 which includes all of the above items.

2. The CITY will be granted "Authorization to Proceed" with engineering at a cost not to exceed $1,241,000 and preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $123,097, acquisition at a cost not to exceed $1,286,603, and construction at a cost not to exceed $5,850,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental Interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III – GENERAL PARAGRAPH 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to October 11, 2006. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

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APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

4/7/2004

ATTEST:

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:
Thomas R. Green 3/12/04
Date

DATE OF COMMISSION ACTION:

3/2/04

ATTEST:

SHIRLEY B. PARRAGUIRRE
COUNTY CLERK

COUNTY OF CLARK

By: ______________________
CHIP MAXFIELD, CHAIRMAN

DATE OF COMMISSION ACTION:

2/12/04

ATTEST

TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: ______________________
BRUCE L. WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS.19.B.01 Owens Avenue System Rancho Drive to I-15 between the City of Las Vegas and the Clark County Regional Flood Control District to increase funding for Construction Management ($96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $96,000
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/City Engineer
[ ]	**Augmentation Required**	**Funding Source:** Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract LAS.19.B.01 will increase funding for Construction Management. The Clark County Regional Flood Control District approved this contract at their March 11, 2004 meeting. Total cost of this project shall not exceed $4,727,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS.19.B.01

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF OWENS AVENUE SYSTEM (RANCHO DRIVE TO I-15)

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 11th day of March, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 and 2002 Master Plan Structure No. LVOW 0000 and LVOW 0146 hereinafter referred to as "PROJECT"; and

WHEREAS, on April 12, 2001, the Board approved the PROJECT and set a priority for funding; and

WHEREAS, the DISTRICT entered into an Entity Advanced Funding Interlocal Contract on December 13, 2001, a First Supplemental Interlocal contract on December 12, 2002, to reduce funding, a Second Supplemental Interlocal Contract on June 12, 2003 to change the funding source to the DISTRICT, and a Third Supplemental Contract on December 11, 2003 to increase funding for construction; and

WHEREAS, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the CITY wishes to increase funding for Construction Management; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS SHALL BE REVISED TO READ AS FOLLOWS:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed $4,287,000.

2. Construction Management shall not exceed $440,000.

3. The total cost of this Contract shall not exceed $4,727,000 which includes all Items described in Paragraph one and two above.

4. Sufficient DISTRICT funds are now available for the Project. Therefore, the DISTRICT is able to meet its obligation to fully fund the Project and reimburse the CITY for advanced Project costs, without interest, for eligible Project costs incurred after April 12, 2001.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated December 13, 2001 and the Supplemental Interlocal Contracts dated December 12, 2002, June 12, 2003, and December 11, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date Of District Action:

March 11, 2004

ATTEST

Carolyn Frazier

CAROLYN FRAZIER

Secretary to the Board

Approved as to Form:

CHRISTOPHER FIGGINS

CHIEF DEPUTY DISTRICT ATTORNEY

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, CHAIRMAN

****

DATE OF COUNCIL ACTION:

4-7-2004

ATTEST

BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

3/17/04

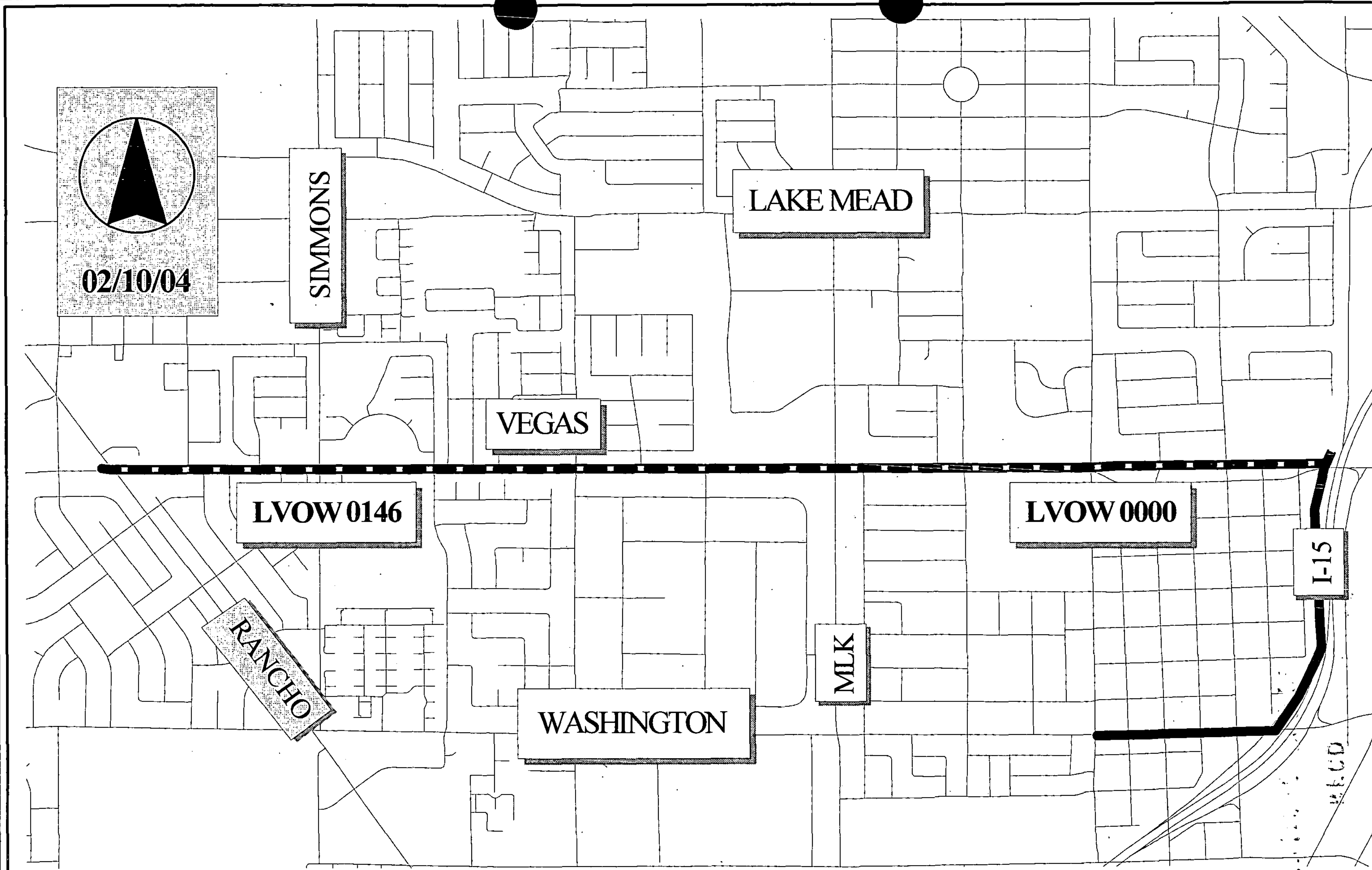
DEPUTY CITY ATTORNEY

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, MAYOR

LAS.19.B.01



OWENS AVENUE SYSTEM (RANCHO DRIVE TO I-15)
EXHIBIT A

LAS.19.B.01

F:\Depot\Engineering_Planning\Flood\Arcview\CCRFCD\Ve Owens

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Interlocal Contract #461 - ITS Communication Infrastructure Project between the City of Las Vegas and the Southern Nevada Regional Transportation Commission for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction ($6,500,000 - Southern Nevada Regional Transportation Commission) - All Wards

Fiscal Impact

[ ] No Impact	**Amount:** $6,500,000
[X] Budget Funds Available	**Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:** Regional Transportation Commission

PURPOSE/BACKGROUND:

Interlocal Contract #461 will provide funding for Engineering Design, contract administration, surveying, inspection, testing, utility relocation and construction of fiber optic interconnect conduit and fiber optic cable along various city streets. The Southern Nevada Regional Transportation Commission approved this contract at their March 11, 2004 meeting. Total cost of this project shall not exceed $6,500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #461

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

#4601

INTERLOCAL CONTRACT

ITS COMMUNICATION INFRASTRUCTURE PROJECT

THIS INTERLOCAL CONTRACT, made and entered into this 7th day of April, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", the COUNTY OF CLARK, a political subdivision of the State of Nevada, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design roadway improvements for ITS Communication Infrastructure Project located wholly within the CITY, has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to all improvements needed to provide fiber optics interconnect conduit and fiber optic cable along: (1) Charleston Boulevard from Clark County 215 to Nellis Boulevard, (2) Rancho Road from Rainbow Boulevard to Sahara Avenue, (3) Cheyenne Avenue from Clark County 215 to Decatur Boulevard, (4) Rainbow Boulevard from Ann Road to Rancho Road, (5) Ann Road from Centennial Center Boulevard to Rainbow Boulevard and (6) Centennial Center Boulevard from Tropical Parkway to Ann Road.

SECTION II – PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction shall not exceed $6,500,000 which includes all of the above.
2. "Authorization to Proceed" for engineering design at a cost not to exceed $600,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency.
2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. Construction costs shall be paid directly to the contractor based on estimates prepared by the CITY.
5. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
6. Upon completion of the construction of the Project it shall be maintained by the responsible entity and no funding is provided by this Interlocal Contract for such maintenance.
7. The project must be completed to the satisfaction of the RTC prior to February 12, 2007. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
8. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Seventh Supplemental Cooperative Agreement - Traffic Capacity and Safety Improvements - Second Program Year between the City of Las Vegas, Clark County and the Southern Nevada Regional Transportation Commission to reduce funding and close the project ($-23,458.96 reduction - Clark County) - All Wards

Fiscal Impact

[X] No Impact
[ ] Budget Funds Available
[ ] Augmentation Required

Amount: $-23,458.96 reduction
Dept./Division: Public Works/City Engineer
Funding Source: Clark County

PURPOSE/BACKGROUND:

This Seventh Supplemental Cooperative Agreement will reduce funding and close the Traffic Capacity and Safety Improvement Second Program Year Project. The Southern Nevada Regional Transportation Commission approved this contract at their March 11, 2004 meeting. Total cost of this project shall not exceed $539,041.04.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Seventh Supplemental Cooperative Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

Fund 436

SEVENTH SUPPLEMENTAL COOPERATIVE AGREEMENT
TRAFFIC CAPACITY AND SAFETY IMPROVEMENTS - SECOND PROGRAM YEAR

THIS SUPPLEMENTAL COOPERATIVE AGREEMENT, made and entered into this 4th day of May 2004 by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, a Cooperative Agreement dated May 16, 1989, and Supplemental Cooperative Agreements dated January 6, 1993, June 15, 1994, July 5, 1995, July 11, 1996, October 3, 2000 and February 3, 2003 were entered into by the CITY and COUNTY for the design and construction of a Traffic Capacity and Safety Improvement Project - Second Year Capacity Program; and

WHEREAS, the Project is complete and the parties desire to finalize all costs and obligations of the Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto set forth, parties mutually agree to supplement the Cooperative Agreement for the Project as follows:

SECTION II - PROJECT COST, shall be changed to read as follows:

COUNTY agrees to fund PROJECT costs within the limits specified below:

1. Total costs for preparation of right-of-way drawings, descriptions, right-of-way engineering, surveys, appraisals, negotiations and acquisitions, engineering design, drafting and preparation of contract documents, contract supervision, field staking, construction inspection and testing to ensure compliance with contract documents and construction at a cost of $539,041.04.
2. The maximum amount to be funded by the COUNTY pursuant to this Agreement shall be $539,041.04.

SECTION IV - OTHER PROVISIONS, paragraph 9 shall be changed to read as follows:

9. The date of completion for the Project shall be March 11, 2004.

The remainder of the Cooperative Agreement remains unchanged.

APPROVED AS TO LEGALITY AND FORM:

CHRIS FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

4-7-2004

ATTEST:

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS

By: ____________________
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:
3/23/04
Date

DATE OF COMMISSION ACTION:

May 4, 2004

ATTEST:

SHIRLEY PARRAGUIRRE
COUNTY CLERK

COUNTY OF CLARK

By: ____________________
CHIP MAXFIELD, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE OF COMMISSION ACTION:

3.11.04

ATTEST

TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: ____________________
BRUCE WOODBURY, CHAIRMAN

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Third Supplemental Interlocal Contract #321c Vegas Drive/Rancho Drive to I-15 between the City of Las Vegas and the Southern Nevada Regional Transportation Commission to purchase right-of-way, perform construction inspection and construct roadway improvements ($104,000 - Southern Nevada Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact	**Amount:** $104,000
[X] Budget Funds Available	**Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:** Regional Transportation Commission

PURPOSE/BACKGROUND:

Third Supplemental Interlocal Contract #321c will increase funding for Engineering Design on the Vegas Drive/Rancho Drive to I-15 project. The Southern Nevada Regional Transportation Commission approved this contract at their March 11, 2004 meeting. Total cost of this project shall not exceed $11,511,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract #321c

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

Contract # 321c

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

VEGAS DRIVE, RANCHO DRIVE TO I-15

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7th day of April, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Vegas Drive, Rancho Drive to I-15 located wholly within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated May 13, 1999 for the design and construction of Vegas Drive, Rancho Road to I-15 and a Supplemental Interlocal Contracts dated October 11, 2001 and November 13, 2003; and

WHEREAS, the CITY desires to increase total project funding, extend the date of completion and revise the authorization to proceed for the Project; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II – PROJECT COSTS shall be revised to read as follows:

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed $11,511,000 which includes all of the above items.

2. The CITY was previously granted "Authorization to Proceed" with engineering at a cost not to exceed $1,550,000, preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $25,000, right-of-way acquisition at a cost not to exceed $15,000, and construction at a cost not to exceed $9,817,000.

3. The CITY will receive an additional Authorization to Proceed for engineering at a cost not to exceed $1,654,000 at the time written authorization to proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow for exceptions to the adopted policies and procedures of the RTC or the amount noted above.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

SECTION III - GENERAL

7. In the event that the items covered herin have not been completed to the satisfaction of the RTC prior to April 30, 2005 the RTC may at any time thereafter terminate this Interlocal Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated May 13, 1999 and Supplemental Interlocal Contracts dated October 11, 2001 and November 13, 203 shall remain unchanged.

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to file an amendment to Right-of-Way Grant Number N-75757 with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes for portions of land lying within the Northeast Quarter of Section 7, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the southwesterly side of U.S. 95, approximately 1,320 feet west of the Fort Apache Road alignment, APN 125-07-601-003 – Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Contract Modification #1 with Frehner Construction for additional work necessary to complete the Vegas Drive/Owens Avenue - Rancho Road to I-15 project ($287,560 - Regional Transportation Commission - $265,440 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact	**Amount:**	$553,000
[X] Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:**	RTC, CCRFCD

PURPOSE/BACKGROUND:
During construction, it was determined that the 16" water line was in conflict with the proposed 84" storm drain. Additional costs were incurred due to the relocation and additional Las Vegas Valley Water District requirements including night work, installation of isolation valves, and the cost to maintain service to businesses and residents at all times. Also, hazardous waste material and ground water were encountered. The hazardous waste is soil contaminated with benzene and will be removed per EPA requirements. All work will be done on a time and material basis.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Contract Modification #1

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: February 23, 2004

BID# 02.1730.26 PURCHASE ORDER #216529 SUPPLEMENT: MODIFICATION #:

NAME AND ADDRESS OF CONTRACTOR: Frehner Construction
4040 Frehner Road
North Las Vegas, NV 89030

CONTRACT DESCRIPTION:
Vegas Drive/Owens Avenue – Rancho to I-15

DESCRIPTION AND REASON FOR MODIFICATION:
Additional quantities necessary for completion of project due to unforeseen field conditions. These quantities are above the original contingency amount.

CONTRACT CONTINGENCY AMOUNT: $1,000,000.00

PRICE OF THIS MODIFICATION (WRITTEN): DOLLARS: $ 553,000.00
Five hundred fifty three thousand dollars and xx/100

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): TBD # DAYS: TBD

ORIGINAL COMPLETION DATE: December 18, 2003 NEW COMPLETION DATE: June 30, 2004

PRICE OF ORIGINAL CONTRACT:	$ 12,588,472.00
PRICE OF ALL PREVIOUS MODIFICATIONS:	$ (#_______through _______)
PRICE OF THIS MODIFICATION:	$ 553,000.00
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	$ 13,141,472.00

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DEPARTMENT: DIRECTOR APPROVAL:..................................... [signature]

DIRECTOR ~~GENERAL~~ BUSINESS SERVICES APPROVAL: [signature]

DEPUTY CITY MANAGER APPROVAL:............ [signature]

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

[signature]
(SIGNATURE)

4-8-2004
(DATE)

ATTEST: [signature]

(CITY CLERK)

FREHNER CONST CO. INC
(NAME OF CONTRACTOR)

BY [signature] 2/24/04
DATE

VICE PRESIDENT
(TITLE)

CITY MANAGER APPROVAL

CHIEF, PURCHASING AND CONTRACTS DIVISION

APPROVED AS TO FORM:
Robert Sylvain 3-2-04
Date

VEGAS DRIVE CHANGE ORDER LOG

	DESCRIPTION	CHANGE ORDERS	CREDIT CHANGE ORDERRS	CONTINGENCY BALANCE
				$ 1,000,000.00
1	31 CALENDAR DAY EXTENTIO IN LIEU OF MAT'L NOTICE TO PROCEED	$ -		$ 1,000,000.00
2	MILESTONE MODIFICATIONS			$ 1,000,000.00
3	STEEL CASING DELETION V/E		$ 689.50	$ 1,000,689.50
4	SUBSTITUTION OF TEES FOR SDMH'S		$ 103,103.53	$ 1,103,793.03
5	CTB VALUE ENGINEERING SUBSTITUTE GEOGRID		$ 30,721.62	$ 1,134,514.65
6	POST 25 MPH SPEED LIMIT SIGNS/REPLACE 35 MPH SIGNS	$ 2,243.93		$ 1,132,270.72
7	REMOVE AND REPLACE 10" SANITARY SEWER	$ 97,944.50		$ 1,034,326.22
8	Transite pipe removal	$ 1,159.65		$ 1,033,166.57
9	Waterline Potholing H to J	$ 1,260.69		$ 1,031,905.88
10	Check dams 5 at $ 909.54/Ea	$ 7,276.32		$ 1,024,629.56
11	Rock for over-ex	$ 64,362.55		$ 960,267.01
12	No Cost Change Order for AC Deduction	$ -		$ 960,267.01
13	Miscellaneous Paving	$ 16,524.00		$ 943,743.01
14	Detectable Warning Strips	$ 36,787.00		$ 906,956.01
15	Overruns on 10" Sewer	$ 18,268.35		$ 888,687.66
16	Sanitary Sewer Tie-in Sta 131+00	$ -		$ 888,687.66
17	Contaminated Soil Disposal	$ 37,870.54		$ 850,817.12
18	Drop Inlet Extension	$ 1,845.36		$ 848,971.76
19	4-16" Water Gate Valves	$ 21,559.56		$ 827,412.20
20	Additional Cost - Relocation 96" RCP	$ 46,404.35		$ 781,007.85
21	EWFA in Various Areas	$ 4,704.18		$ 776,303.67
22	Remove Curb Gutter & Driveway	$ 1,079.45		$ 775,224.22
23	Lower Type"A" DI SW Corner MLK	$ 1,140.90		$ 774,083.32
24	Expose and Lower Existing Tele. MH	$ 360.61		$ 773,722.71
25	Repair Corp. Stop	$ 223.84		$ 773,498.87
26	Weep Holes and Cutoff Walls	$ 12,160.55		$ 761,338.32
27	12-in Waterline and Valaes @MLK	$ 9,193.44		$ 752,144.88
28	Profile Change H St. to MLK	$ 25,933.82		$ 726,211.06
29	New Grate for Drop Inlet	$ 344.72		$ 725,866.34
30	Removal of Ramps at J Street	$ 456.65		$ 725,409.69
31	Type A DI in lieu of CM3 DI	$ 14,537.00		$ 710,872.69
32	Remove Ramps at"J" Street	$ 544.56		$ 710,328.13
33	Pothole 36" Waterline @ Simmons	$ 840.00		$ 709,488.13

34	Chip Down existing precast DI	$ 128.84			$ 709,359.29
35	Abandon Existing SDMH on 12" Storm drain	$ 290.85			$ 709,068.44
37	Type "A" Median Curb	$ 21,770.00			$ 687,298.44
38	Replace Existing Interconnect	$ 12,000.00			$ 675,298.44
	BALANCE REMAINING				**$ 675,298.44**
	TOTALS	$ 459,216.21	$ 134,514.65		

PENDING CHANGE ORDERS

Pothole 16" waterline	$ 1,200.00	
36" SNWA Line Lowering	$ 150,000.00	
B Street Sewer Modification	$ 1,200.00	
Barrier Rail for RCP Realignment	$ 20,000.00	
Truncated Domes	$ 32,000.00	20 at 600, 40 at 495
Harrison & Gutter Drvwys & Handicp Ramps	$ 20,000.00	
Curb & Gutter Phase 3 Drvwys Handicap Ramps, Cross Gutters	$ 25,000.00	
24" to 16" connection	$ 60,000.00	
Anticipated disposal of 16" aesbestos clay pipe waterline	$ 50,000.00	
Removal & Replace existing median islands due to grade changes	$ 40,000.00	
TOTAL AMOUNT OF PENDING CHANGE ORDERS	**$ 399,400.00**	
TOTAL REMAINING FROM ORIGINAL CONTINGENCY AMOUNT		**$ 275,898.44**

NOTE: THIS CHANGE ORDER LIST DOES NOT INCLUDE THE COST FOR THE 16" WATERLINE. SEE ATTACHED SHEET FOR COST FOR THE WATERLINE.

QUANTITIES ALREADY PAID TOWARDS 16" WATERLINE

	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	UANTITY PAID	TOTAL PAID
629.02	6" Water Lateral	3	EA	$ 5,000.00	$ 15,000.00	2	
629.03	Relocate Fire Hydrant	1	EA	$ 1,500.00	$ 1,500.00	1	
629.04	Adjust Water Valve Box to FG	90	EA	$ 300.00	$ 27,000.00	60	
629.05	6" PVC Waterline	45	LF	$ 70.00	$ 3,150.00	60	$ 4,200.00
629.06	8" PVC Waterline	90	LF	$ 75.00	$ 6,750.00	40	$ 3,000.00
629.07	14" PVC Waterline	45	LF	$ 125.00	$ 5,625.00	55	$ 6,875.00
629.08	16" PVC Waterline	1,700	LF	$ 52.00	$ 88,400.00	1953	$ 101,556.00
629.09	6" Gate Valve	1	EA	$ 650.00	$ 650.00	3	$ 1,950.00
629.10	8" Gate Valve	6	EA	$ 550.00	$ 3,300.00	5	$ 2,750.00
629.11	14" Gate Valve	1	EA	$ 3,500.00	$ 3,500.00	1	$ 3,500.00
629.12	16" Gate Valve	3	EA	$ 4,000.00	$ 12,000.00	5	$ 20,000.00
629.13	Reconnect Residential Service	17	EA	$ 1,250.00	$ 21,250.00	37	$ 46,250.00
					$ 188,125.00		$ 190,081.00

TOTAL AMOUNT FOR 16" WATERLINE $487,891.60

AMOUNT NEEDED FOR CONTRACT MODIFICATION $297,810.60

VEGAS DRIVE - PROPOSED CONTRACT MODIFICATION

DESCRIPTION	TOTAL COST
CONTAMINATED MATERIAL - HAZARDOUS WASTE ENCOUNTERED DURING STORM DRAIN PLACEMENT. ALSO TO REMOE CONTAMINATED GROUND WATER AT RANCHO AND VEGAS DRIVE FOR PROPOSED STORM DRAIN INSTALLATION.	$188,000.00
OVER-EXCAVATION TO TRENCH BOTTOM OF 96" RCP DUE TO UNSTABLE MATERIALS.	$65,000.00
WATER LATERAL CONNECTION - DUE TO 16" WATERLINE RELOCATION, EXISTING LATERAL CONNECTIONS HAD TO BE MOVED TO NEW LOCATION.	$300,000.00
TOTAL CONTRACT MODIFICATION FOR UNFORSEEN SITE CONDITIONS	**$553,000.00**

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Third Amendment to Professional Services Agreement with Kimley-Horn Associates, Inc. for additional engineering services for the Vegas Drive/Owens Avenue - Rancho Drive to Interstate 15 Project ($19,200 - Clark County Regional Flood Control District - $20,800 - Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact

[ ] No Impact		**Amount:** $40,000
[X] Budget Funds Available		**Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required		**Funding Source:** CCRFCD/RTC

PURPOSE/BACKGROUND:

This amendment provides for additional engineering services during the construction phase of the Vegas Drive/Owens Avenue - Rancho Drive to Interstate 15 road and storm drain project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Amendment to Professional Services Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
Vegas Drive / Owens Avenue – Rancho Drive to Interstate 15

THIS THIRD AMENDMENT made and entered into as of the 7th day of April, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "CITY") and KIMLEY-HORN AND ASSOCIATES, INC (herein the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated May 24, 1999 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design and preparation of contract bid documents for the Vegas Drive / Owens Avenue – Rancho Drive to Interstate 15 more fully described therein (herein the "PROJECT"); and

WHEREAS, the CITY desires to have additional services performed for the PROJECT that were not included in the original scope of the PROJECT including additional engineering design and construction support services.

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section VIII, Compensation and Terms of Payment, Paragraph B.3 of the AGREEMENT is hereby amended to change the amount referenced therein for Additional Services of the CONSULTANT from $256,585 to **$296,585** (Two Hundred Ninety-six Thousand Five Hundred Eighty-five Dollars) and to change the total amount of the entire Agreement referenced therein from $893,665 to **$933,665** (Nine Hundred Thirty-three Thousand Six Hundred Sixty-five Dollars).

IN WITNESS WHEREOF, the parties have caused this Third Amendment to the original AGREEMENT for the Vegas Drive / Owens Avenue – Rancho Drive to Interstate 15 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:

________________________ 2-13-04
ROBERT S. SYLVAIN Date
Deputy City Attorney

KIMLEY-HORN AND ASSOCIATES

By________________________
KEN ACKERET, Vice-President

"CONSULTANT"

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Kimley-Horn and Associates, Inc.
Address	1050 East Flamingo Rd., S210 Las Vegas, NV 89119
Telephone	(702) 734-5666
EIN or DUNS	56-0885615

Block 2	**Description**
Subject Matter of Contract/Agreement:	Engineering Services for Vegas Drive/Owens Avenue Rancho to I-15
RFP #:	

Block 3	Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Associates Group Services, Inc. (owns 100 % of Kimley-Horn)	3001 Weston Parkway Cary, NC 27513	919-677-2000
2.	Mark S. Wilson President	3001 Weston Parkway Cary, NC 27513	919-677-2000
3.	Michael N. Byrd Executive Vice President	3001 Weston Parkway Cary, NC 27513	919-677-2000
4.	Robert G. Wright Chairman	3001 Weston Parkway Cary, NC 27513	919-677-2000
5.	Barton J. Barham Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
6.	Brooks H. Peed Executive Vice President	601 21st Street, Suite 400 Vero Beach, FL 32960	772-562-7981
7.	Joseph B. Pollack Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
8.	T. Jack Bagby, III Senior Vice President	501 Independence Parkway, Suite 300 Chesapeake, VA 23320	757-548-7300
9.	Donald L. Bartlett Executive Vice President	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
10.	Steve G. Godfrey Senior Vice President	3660 Maguire Boulevard, Suite 200 Orlando, FL 32803-3062	407-898-1511

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: ______________________

Date of Attached Document: ______________ Number of Pages: ________

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

KATHLEEN H. JACOBSON
NOTARY PUBLIC
STATE OF NEVADA
Appointment Exp: 04-07-2007
Certificate No: 03-3628-1

Michael Colety [signature]
Name

3/10/04
Date

Subscribed and sworn to before me this 10th day of

March, 2004. Kathleen H Jacobson
Notary Public

Kimley-Horn and Associates, Inc.

Principal Name
John C. Atz
Barry L. Barber
Mona Barham
Roscoe L. Biby
Gregory B. Burns
Paul L. Cherry
Brent L. Christian
B. D. Coomer
Fred C. Corey
Gary M. Garlow
Kevin S. Gaskey
Charles L. Geer
Ross M. Horn
Jerry Ingram
J. S. Mifflin
Stephen J. Oenbrink
Howard Penny
James M. Roberts
K. K. Saxena
Michael G. Schiller
Frederick W. Schwartz
Christopher A. Squires
Charles Staples
Sam S. Stebbins
Joseph C. Swanson
Henry B. Wall, III
Gary W. Wallace
Deborah Wilson

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Second Amendment to Professional Services Agreement with Ninyo and Moore for the continuation of the operation and maintenance of the Gateway Remediation System ($71,978 - Sanitation Funds, 95% of which is to be reimbursed by the Nevada Division of Environmental Protection) - Ward 3 (Reese)

Fiscal Impact

[ ] No Impact		**Amount:** $71,978
[X] Budget Funds Available		**Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required		**Funding Source:** Sanitation Funds/NDEP

PURPOSE/BACKGROUND:

The City desires to continue the operation and maintenance of the Gateway Remediation System, and to expand the treatment to include the construction of a new monitoring/remediation well and the resumption of hydrogen peroxide injection to treat contaminated groundwater near the intersection of South 4th Street and Las Vegas Boulevard created by former leaking (but now removed) underground fuel storage tanks. The additional cost associated with this Second Amendment to the Professional Services Agreement is $71,978.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Amendment to Professional Services Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
Gateway Remediation System

THIS SECOND AMENDMENT made and entered into as of the 7th day of April, 2004, by and between the CITY of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY") and NINYO & MOORE (herein the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated November 23, 1998 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the installation and operation of the Gateway groundwater contamination remediation system more fully described therein (herein the "PROJECT"); and

WHEREAS, the CITY desires to expand the scope of the PROJECT to install a new monitoring/remediation well and to extend the operation and monitoring of the groundwater remediation system to such time as the groundwater contamination falls below Nevada Division of Environmental Protection (NDEP) action levels, to re-install and resume operating an underground hydrogen peroxide injection system, to provide quarterly monitoring, analysis and report preparation, and to provide other related additional remediation services not included in the original scope of the PROJECT;

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section VIII, Compensation and Terms of Payment, Paragraph B.1 of the AGREEMENT is hereby amended to change the amount referenced therein for basic services of the CONSULTANT from $111,049.00 to **$176,439.00** (a change of $65,390.00).

2. Section VIII, Compensation and Terms of Payment, Paragraph B.3 of the AGREEMENT is hereby amended to change the amount referenced therein for Additional Services of the CONSULTANT from $15,473.00 to **$22,061.00** (a change of $6,588.00) and to change the total amount of the entire Agreement referenced therein from $126,522.00 to **$198,500.00** (a change of $71,978).

. . .

. . .

. . .

. . .

. . .

. . .

3. Insert new Exhibit A2-1 identified as Amendment No. 2 Exhibit (including Proposal Cost Estimate Sheet), and new Exhibit G, all as attached hereto.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the original AGREEMENT to be executed the day and year first above written.

CITY OF LAS VEGAS

By ______________________
OSCAR B. GOODMAN, Mayor

"CITY"

ATTEST:

By ______________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By ______________________ 3/15/04
Thomas R. Green, Esq. Date
Deputy City Attorney

NINYO & MOORE

By ______________________
ROBERT M. TROISI, C.E.M.
Principal Environmental Geologist

"CONSULTANT"

EXHIBIT A2-1
GATEWAY REMEDIATION SYSTEM
Amendment No. 2

SCOPE OF WORK

This project consists of the continuation of corrective action activities associated with the former leaking underground storage tanks that originated on the property known as 1426 South Las Vegas Boulevard in Las Vegas, Nevada. The scope of work includes the drilling of a new injection well, underground injection of 3.5 percent hydrogen peroxide solution into wells MW-5, MW-6, MW-7, MW-8, and the new MW-9, quarterly groundwater monitoring and sampling; quarterly report preparation; and petroleum fund reimbursement package preparation.

TASK 1 – DRILLING A NEW INJECTION WELL

Based on discussions with the Nevada Division of Environmental Protection (NDEP) and the City of Las Vegas (CLV), it has been determined, based on continued levels of contaminants that exceed action levels detected during the initial closure monitoring period, that a new injection well will be needed up gradient of the contamination source area to aid in decreasing the concentrations of the petroleum contamination to below action levels.

The soil boring will be advanced to approximately 25 feet below ground surface and will be converted to a 4-inch diameter monitoring/injection well. The soil boring will be performed using hollow stem auger drilling methods. Soil samples will be obtained using a decontaminated soil sampler at 5-foot intervals and field-screened utilizing a photoionization detector to detect volatile organic compounds (VOCs). A geologic log will be completed of the boring describing the lithology and a diagram of the well construction.

The drilling rig and all sampling equipment will be decontaminated prior to use at the drilling location. Drill cuttings and decontamination rinsate will be stored in DOT 17 E/H drums, pending laboratory analysis. Cuttings and decontamination rinsate will then be disposed in accordance with applicable local, state, and federal regulatory requirements.

The new well will be constructed using approximately 20 feet of 4-inch diameter flush-jointed Schedule 40 PVC well screen with 0.020-inch factory cut slots and 5 feet of 4-inch diameter flush jointed Schedule 40 PVC blank pipe installed to the surface. A threaded end plug will be placed at the bottom of the well and a PVC screw cap will be placed at the top of the casing. The annular space will be filled with Monterey No. 3 sand (or equivalent) to a level of 2 feet above the top of the screen. A 2-foot bentonite seal will be placed at the top of the sand pack, and the remaining annulus will be sealed with a cement grout to the surface. The top of the casing will be finished with a watertight, traffic bearing, steel box with a locking cap to prevent unauthorized access. The well will be developed using a combination of swabbing, bailing, and pumping with a submersible pump until the discharged water is clear.

The Nevada Bureau of Water Pollution Control (NBWPC) in Carson City, Nevada regulates the UIC permits for underground injection. The NBWPC requires a detailed description of the proposed injection system, a description of the geologic and hydrogeologic site conditions, the concentrations of the injectate, and the frequency of the injections. The existing UIC permit will be amended to include the new injection well.

TASK 2 – INJECTION OF 3.5% HYDROGEN PEROXIDE SOLUTION

This task consists of personnel time and materials to inject a 3.5% solution of hydrogen peroxide and water in wells MW-5 through MW-9 on a weekly basis. A 150-gallon tank is placed in the bed of a Ninyo & Moore pick-up truck and filled with water from a fire hydrant near the site. The water is blended with five gallons of 35 percent solution hydrogen peroxide and approximately 295 grams of sodium thiosulfate. Hoses are connected from the tank to a pump, and then to the wellhead apparatus that creates a tight fit on the well casing. The pump is turned on and approximately 50 to 100 gallons of fluid will be injected into each well. A gauge is used to monitor the injection pressure as to not exceed 5 pounds per square inch (psi). The weekly injection of the dilute hydrogen peroxide solution will be halted three weeks prior to the quarterly sampling event.

TASK 3 – UIC PERMITTING REPORT PREPARATION

One of the requirements of the UIC permit issued by the NBWC is to report the date and time of the injections at each well location, dissolved oxygen readings, water level readings, and the amount of fluid injected into each well. This task consists of personnel time to prepare the reports for the UIC permit reporting the data collected on a quarterly basis.

TASK 4 – QUARTERLY GROUNDWATER MONITORING AND SAMPLING

This task consists of the amount of personnel time and materials needed to accomplish purging and sampling all groundwater-monitoring wells on a quarterly basis. There are seven wells to be purged and sampled.

Prior to obtaining a sample of groundwater for analysis, each monitoring well will be purged a minimum of three casing volumes, or until pH, EC, and temperature measurements have stabilized within 10 percent of consecutive measurements. All purging equipment will be decontaminated between each use.

Following completion of purging, clean disposable polyethylene bailers will be used to collect groundwater samples from each monitoring well. Each sample will be placed into labeled, laboratory provided sample containers, sealed, and placed into a secure, chilled ice chest. Samples will be recorded on an approved chain-of-custody form for transport to the selected analytical laboratory for detailed water quality analysis.

The subject wells are identified as follows: MW-2, MW-4, MW-5, MW-6, MW-7, MW-8, and the new well MW-9. This includes equipment preparation and calibration, travel time to and from the site; decontamination of equipment; preparation of samples for delivery to the laboratory; and coordinating disposal of purge water.

TASK 5 – QUARTERLY REPORT PREPARATION

This task consists of personnel time to prepare quarterly reports summarizing the weekly data collected from the injections and the laboratory analytical results from the quarterly sampling. This includes compiling the readings collected during the weekly injections, tabulating the chemical analysis results from the laboratory, and calculating hydrologic groundwater flow direction, which is plotted on the site plan. All of this information and data is compiled into a bound report submitted to the City of Las Vegas and the NDEP on a quarterly basis.

TASK 6 – PETROLEUM FUND PACKAGE PREPARATION

This task consists of personnel time to prepare and submit reimbursement packages to the State of Nevada Petroleum Fund on behalf of the City of Las Vegas. This consists of filling out certain forms, such as, the *Cleanup Activity Summary Sheet, Invoice Itemization Forms, Equipment Accountability Form, Contractor/Subcontractor Bid Forms,* and compiling all of the invoices and backup receipts into an organized packet to be submitted to the State Petroleum Fund personnel for review.

Proposal Cost Estimate Sheet

Project Name: Gateway Remediation System

Scope of Work: New well/ Peroxide injection/Quarterly monitoring/Fund submittal

Expense Category	Task	Unit Rate	Units	Unloaded	Loaded
Labor					
Principal	1	$130.00	1	$130.00	$130.00
Project	1	$90.00	20	$1,800.00	$1,800.00
Data Processing	1	$40.00	2	$80.00	$80.00
Draftsman	1	$50.00	2	$100.00	$100.00
Principal	2	$130.00	12	$1,560.00	$1,560.00
Project	2	$90.00	48	$4,320.00	$4,320.00
Senior Staff	2	$80.00	260	$20,800.00	$20,800.00
Principal	3	$130.00	4	$520.00	$520.00
Project	3	$90.00	16	$1,440.00	$1,440.00
Principal	4	$130.00	2	$260.00	$260.00
Project	4	$90.00	4	$360.00	$360.00
Senior Staff	4	$80.00	48	$3,840.00	$3,840.00
Principal	5	$130.00	4	$520.00	$520.00
Project	5	$90.00	12	$1,080.00	$1,080.00
Senior Staff	5	$80.00	12	$960.00	$960.00
Data Processing	5	$40.00	4	$160.00	$160.00
Draftsman	5	$50.00	8	$400.00	$400.00
Principal	6	$130.00	2	$260.00	$260.00
Project	6	$90.00	6	$540.00	$540.00
Data Processing	6	$40.00	4	$160.00	$160.00
SUBTOTAL			471	$39,290.00	$39,290.00
Analytical					
Method 8260B Water	4	$225.00	28	$6,300.00	$6,300.00
SUBTOTAL				$6,300.00	$6,300.00
Subcontractor					
Monitoring Well Installation	1	$5,000.00	1	$5,000.00	$5,000.00
SUBTOTAL				$5,000.00	$5,000.00
Miscellaneous					
Meters, pumps, mileage, bailers, etc.	4	$300.00	4	$1,200.00	$1,200.00
Hydrogen Peroxide	2	$340.00	40	$13,600.00	$13,600.00
SUBTOTAL				$14,800.00	$14,800.00
TOTAL				**$65,390.00**	**$65,390.00**

Task Description	Task	Task Total
Drilling a new well	1	$7,110.00
Peroxide Injection	2	$40,280.00
UIC Report Preparation	3	$1,960.00
Quarterly Monitoring	4	$11,960.00
Quarterly Report	5	$3,120.00
Fund Package Preparation	6	$960.00
Total		$65,390.00

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

   "City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1	**Contracting Entity**
Name	NINYO & MOORE
Address	6700 PARADISE Rd, Ste. E LAS VEGAS, NV 89119
Telephone	(702) 433-0330
EIN or DUNS	15-410-4079

Block 2	**Description**
Subject Matter of Contract/Agreement:	
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	AVRAM NINYO / PRINCIPAL ENGINEER	5710 RUFFIN ROAD SAN DIEGO CA 92123	(858) 576-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: ______________________

Date of Attached Document: ______________ Number of Pages: ________

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

LOUISE T. KIDD
Notary Public, State of Nevada
Appointment No. 98-4924-1
My Appt. Expires Jul 21, 2006

[signature]
Name

3/15/2004
Date

Subscribed and sworn to before me this 15th day of

March, 2004

Louise T Kidd
Notary Public

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - White 1998 Trust, Timothy L. and Susan A. White, Trustees, owners (southwest corner of Regena Avenue and Conquistador Street, APN 125-30-101-038) - County (near Ward 6 - Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect 4 single family dwellings located at the southwest corner of Regena Avenue and Conquistador Street. Based on existing information the owners propose to connect to the 10" City sewer line in Centennial Parkway and Jensen Street. The sewer path will require public sewer easements from parcels along Regena Avenue. The Planning Department has determined the project does conform to the City's General Plan. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

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

BACKUP DOCUMENTATION:
Agenda Memo

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

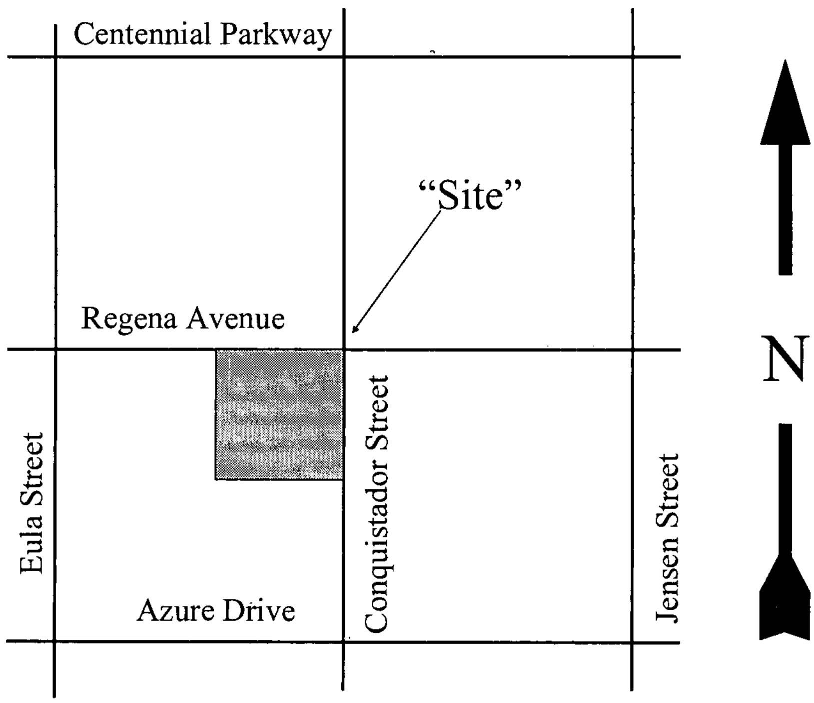
(9:29 – 9:31)
1-772

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – WHITE 1998 TRUST, TIMOTHY L. WHITE AND SUSAN A. WHITE, TRUSTEES, OWNERS (SOUTHWEST CORNER OF REGENA AVENUE AND CONQUISTADOR STREET, APN 125-30-101-038)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 18th 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 White 1998 Trust; White, Timothy L. & Susan A. Trs. (approximately 2.5 acres -- vacant land; Parcel No. 125-30-101-038 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By ______________________
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

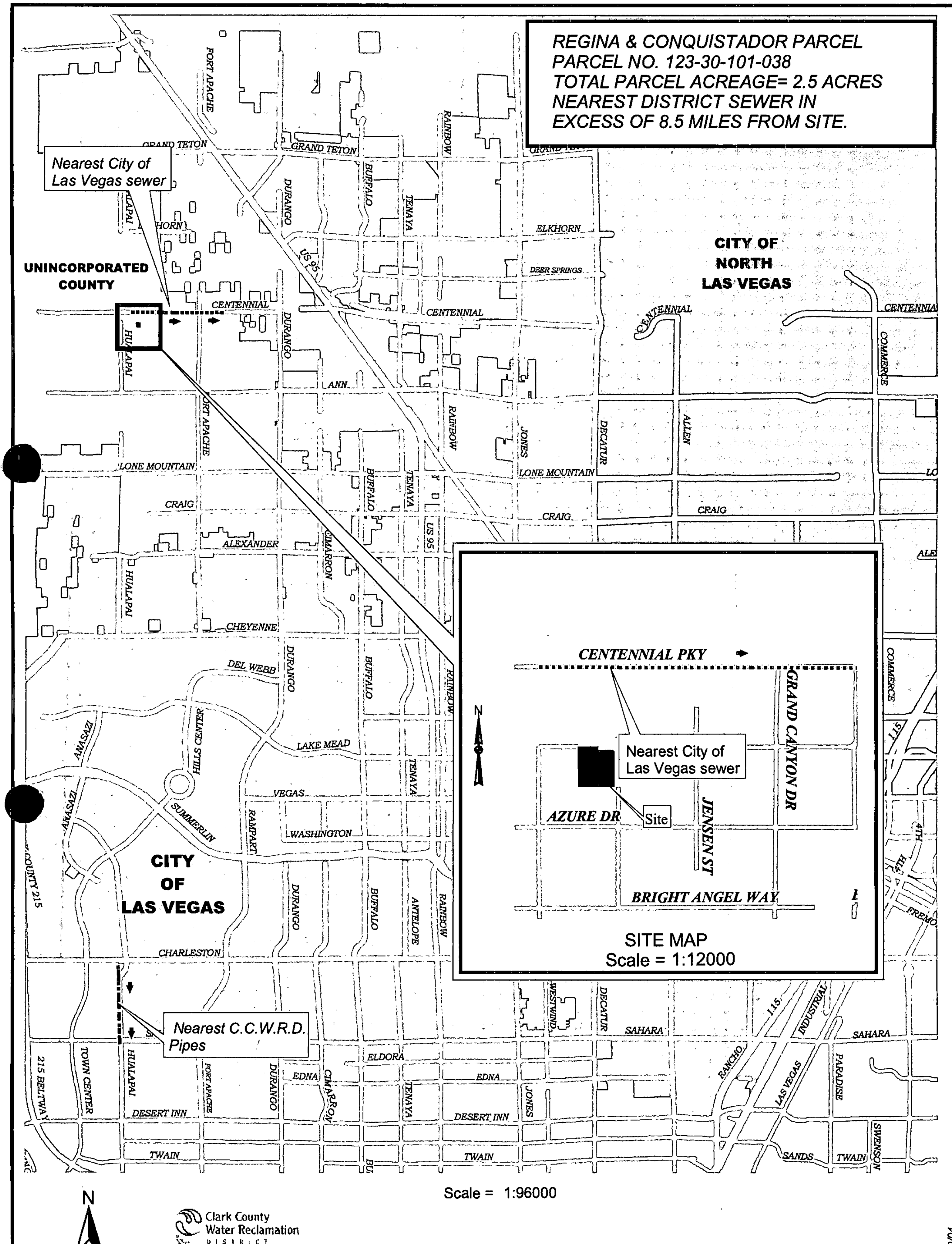
By ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

By ______________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 4/12/04
Deputy City Attorney



ILA #275- EXHIBIT A

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Anthony Bock on behalf of Congregation Sharrei Tefilla, owner (area bound by Charleston Boulevard, 17th Street, Sahara Avenue, Santa Rosa Drive, Rexford Place, Oakey Boulevard, and Sixth Street) - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of a string of fishing line connecting light, power, and connector poles on Charleston Boulevard, 17th Street, Sahara Avenue, Santa Rosa Drive, Rexford Place, Oakey Boulevard, and Sixth Street.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Exhibit 1 (General Laws of Eruv)
3. Exhibit 2 (Eruv boundary)

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST FROM ANTHONY BOCK ON BEHALF OF CONGREGATION SHARREI TEFILLA, OWNER (AREA BOUND BY CHARLESTON BOULEVARD, 17TH STREET, SAHARA AVENUE, SANTA ROSA DRIVE, REXFORD PLACE, OAKEY BOULEVARD, AND SIXTH STREET)

The proposed encroachment will create an eruv area to allow certain personal functions during certain religious times of the year. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability, and removal.

The applicant has submitted, to the City, a letter from the Nevada Department of Transportation stating that it has no objection to the wire being hung in NDOT right-of-way as long as they meet criteria placed forward by NDOT.

The proposed encroachment is also subject to approval from Nevada Power. The owner or it's representative shall submit to the City a copy of such letter prior to the hanging of the line.

Las Vegas Traffic Engineering has given their authorization for the eruv subject to inspections.

EXHIBIT 1

General Laws of ERUV

WHAT IS AN ERUV?

The Torah permits carrying within an enclosed "private" area on Shabbat and Yom Kippur. Such an area enclosed and considered "private" may vary in size from a small home to an entire community. The Talmud specifies both the definitions of an enclosure and how to render an entire area a private domain. All these conditions have been met in order to create the Eruv, and it is therefore permissible, within the area described below and according to the conditions herein detailed, to carry on Shabbat and Yom Kippur.

At the same time, it continues to be the responsibility of parents to teach their children the Halachot and restrictions of carrying on Shabbat. It is only because of the Eruv that we are allowed to carry within the area contained in the Eruv. Everyone, including children, should be aware of the proper Halachic behavior in areas where there is no Eruv.

ERUV GUIDELINES

- **THE ERUV: A SOURCE FOR COMMUNITY INVOLVEMENT**
- **THE LIMITS OF ERUV ENHANCEMENT**
- **THE ERUV MAY BECOME TEMPORARILY INVALID**
- **WEEKLY ERUV INSPECTION**
- **ERUV TAMPERING**

THE ERUV: A SOURCE FOR COMMUNITY INVOLVEMENT

The Eruv will be helpful to families with young children and to individuals who are unable to walk, as carriages, strollers and wheelchairs may be wheeled within the area of an Eruv. Others will find it convenient to bring a Tallit or Siddur to Shule, or a Sefer to a class or Shiur, or to carry glasses, house keys or other permitted items necessary for Shabbat. Please note that items required for use after Shabbat may not be carried on Shabbat. Children's tricycles may be used inside the Eruv.

It is the obligation of each individual who wishes to use the Eruv to ascertain, every Friday, that the Eruv is indeed functional. It is not adequate for one to assume that the Eruv is functional if there have been no storms or major adverse weather conditions during the previous week. Many factors can invalidate an Eruv, and only specific authoritative confirmation on Friday validates the Eruv for use each week.

THE LIMITS OF ERUV ENHANCEMENT

The purpose of the Eruv is the enhancement of Shabbat observance, not its diminution therefore, the existance of the Eruv should not be considered a dispensation to enter places not consistent with maintaining the sanctity and spiritual character of Shabbat. Whether a community does or does not have an Eruv, one many not enter the following on Shabbat: Business establishments, stores, offices, and places of entertainment (movies etc. – even if payment has been made in advance). The following activities are never permitted on Shabbat: athletic activities, bicycle riding, tennis, swimming, skating, sledding, ball playing, watering the lawn, gardening, playing with water, putting Trash out for pick up, picking flowers, fruits, etc, playing in a sprinkler, playing in a sandbox, bringing gifts to hosts on Shabbat and Yom Tov, and mailing letters.

Even within the Eruv there are a number of common items, because the are classified as Muktza, may no be carried or handled on Shabbat at home. Following is a partial catalog of Muktza items.

1. Any item whose primary us s prohibited on Shabbat, example, hammer, pens, wallet, pocketbook etc.
2. Any item which is neither food nor utensil that has practical use on Shabbat, example, money, animal, stone, credit card.
3. Any item so valuable that one takes extra care for its safety, passport, check, painting, merchandise set aside for sale.
4. Any item (e.g. fruit, leaves, flowers, herbs) attached to its source of growth before Shabbat, and falls off during Shabbat.
5. Any item that cannot be used on Shabbat, or whose intended use is for after Shabbat, example car keys, office keys.
6. An umbrella may not be carried, even if opened before Shabbat or Yom Tov.
7. Gardening equipment, tools, athletic equipment, sleds, etc.

THE ERUV MAY BECOME TEMPORARILY INVALID

In order to insure that no joyous event be marred by disappointment, or G-d forbid, inadvertent transgression of Hilchot Shabbat, no Kiddush, Bar Mitzva, Aufruf, or other Shabbat affair should be planned with the assumption that the Eruv will be in operations, as last minute storms, telephone company repairs, etc. could render the Eruv invalid. Therefore, since events must be planned far in advance, all celebration should be planned as if there were no Eruv. Food should be brouaht to the location of a simcha before Shabbat.

also copies of speeches, or baskets of throwing candy, kippot etc.

WEEKLY ERUV INSPECTION

The Eruv will usually be inspected on Friday morning, repairs made if needed. An official voice mail message on the Eruv Status Lines will notify everyone of the Eruv's status each week. In case of a major storm beginning anytime after preparation of the message – generally no later than one hour before candle lighting, the Eruv should be presumed to be non-operational. Heavy rains, wind, snow, or other weather conditions can frequently invalidate an Eruv. To eliminate the chance of inappropriate reliance on a damaged Eruv, it is best to assume that the Eruv is invalid on the aftermath of any severe storm.

Multiple dwellings, example, two family houses, apartment houses, etc. should have an additional Eruv Chatzerot (merging of courtyards), made without a Beracha in order to permit from apartment to apartment if the community Eruv fails. An Eruv Chatzerot is appropriate in a courtyard, hall, or staircase that is shared by the residents of a two family house, condominium, or apartment house because it is forbidden to carry anything from the private dwelling into the shared dwelling on Shabbat or Yom Kippur. The Eruv Chatzairot is a procedure whereby all the dwellings opening into the shared area are considered as owned by a single consortium. This is achieved by each residents placing Matzah in one of the dwelling units, symbolizing that all participants are legal residents of that unit.

ERUV TAMPERING

Because of the complexity of the laws of Eruvin, no one should extend the Eruv, or attach wires or any other addition to the Eruv. The Eruv constitutes a closed and complete entity onto itself: tampering with it could result in its becoming totally invalid..

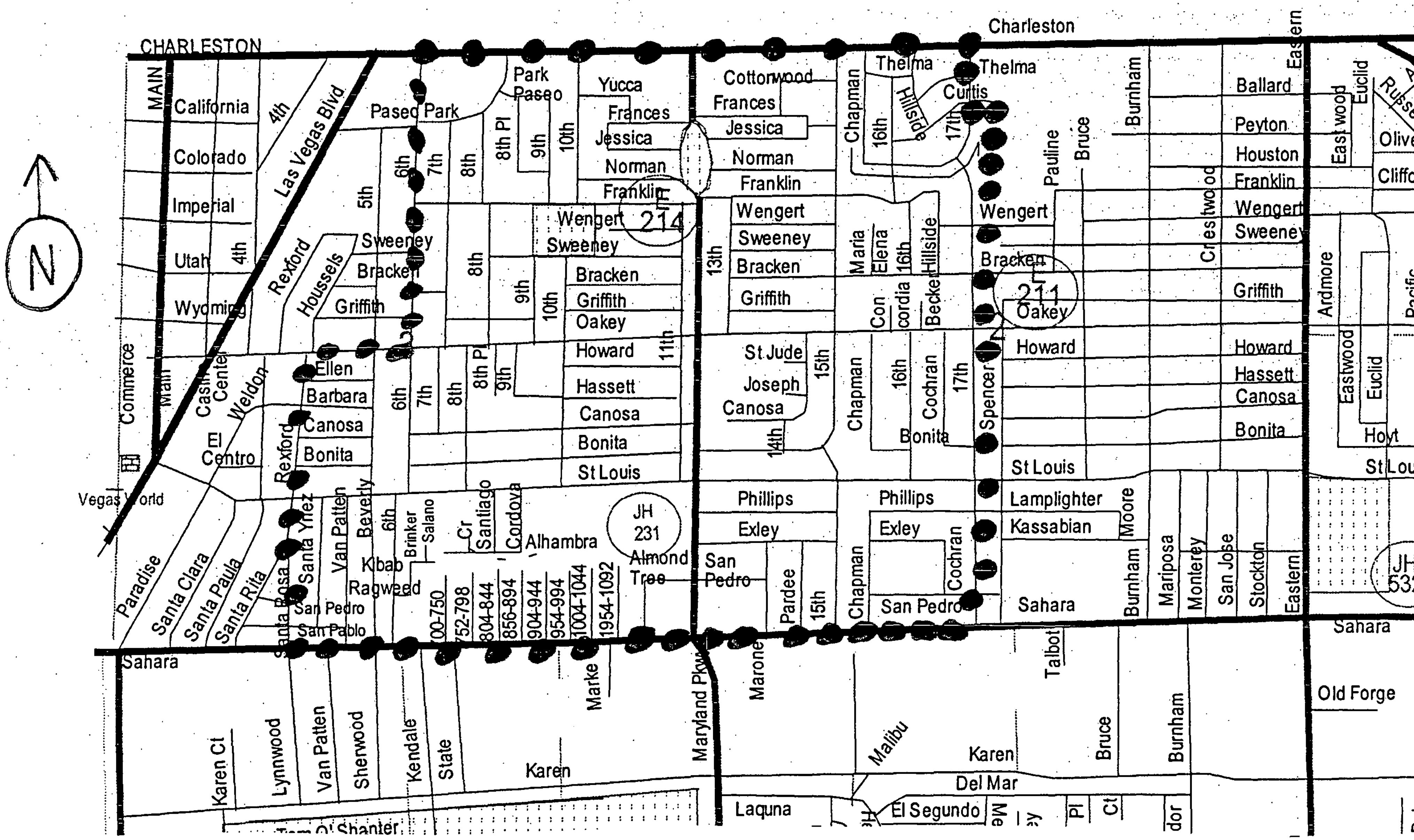
The Eruv and the Makom Tefillah

The entire community benefits from an Eruv. Shabbat social life is enhanced and more people are able to come to Shule to Daven and to learn Torah. At the same time, it is most important that the sanctity and dignity of every Makom Tefillah be properly maintained.

Furthermore, everyone should be aware that the following are not appropriate in a Makom Tefillah: changing of diapers, nursing, permitting a noisy/crying child to remain (the child should be carried from the Makom Tefillah even during the private Sh'moneh Esrei), permitting a child with soiled diapers to remain, permitting a child to eat cereal, cookies, etc. Your cooperation in these matters is essential. The Eruv must continue to be an addition to our community of which we are all proud.

ERUV BOUNDARY

EXHIBIT "2"



City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Spinnaker Homes V, LLC, owner (northeast corner of Fort Apache Road and Deer Springs Way) - Ward 6 (Mack)

Fiscal Impact

[X] No Impact
[ ] Budget Funds Available
[ ] Augmentation Required

Amount:
Dept./Division: Public Works/City Engineer
Funding Source:

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of landscaping on the east side of Fort Apache Road and of the medians in Fort Apache Road between Deer Springs Way and Dorrell Lane and on the north side of Deer Springs way extending eastward from Fort Apache Road consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Spinnaker at Town Center Unit 4. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

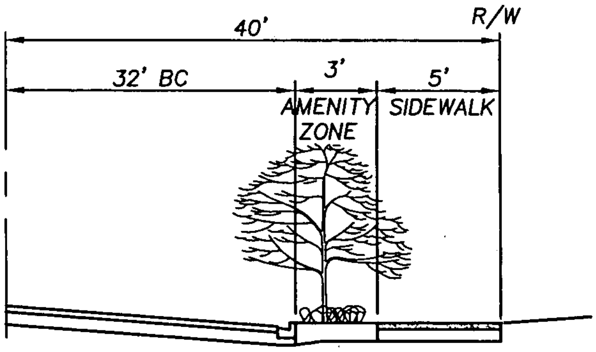
BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" (Fort Apache Road south of Dorrell Lane)
2. Copy of Encroachment Exhibit "B" (northeast corner of Fort Apache Road and Deer Springs Way)

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

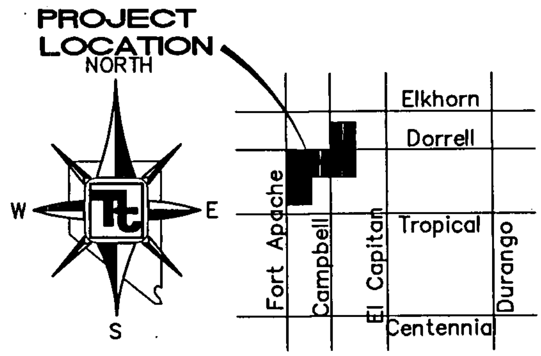
Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772



TYPICAL SECTION - DEER SPRINGS WAY
NOT TO SCALE



VICINITY MAP

AREA OF ENCROACHMENT PROPOSED LANDSCAPING AREA

AREA OF ENCROACHMENT WITHIN SVRZ AREA. HEIGHT NOT TO EXCEED 24" ABOVE TC

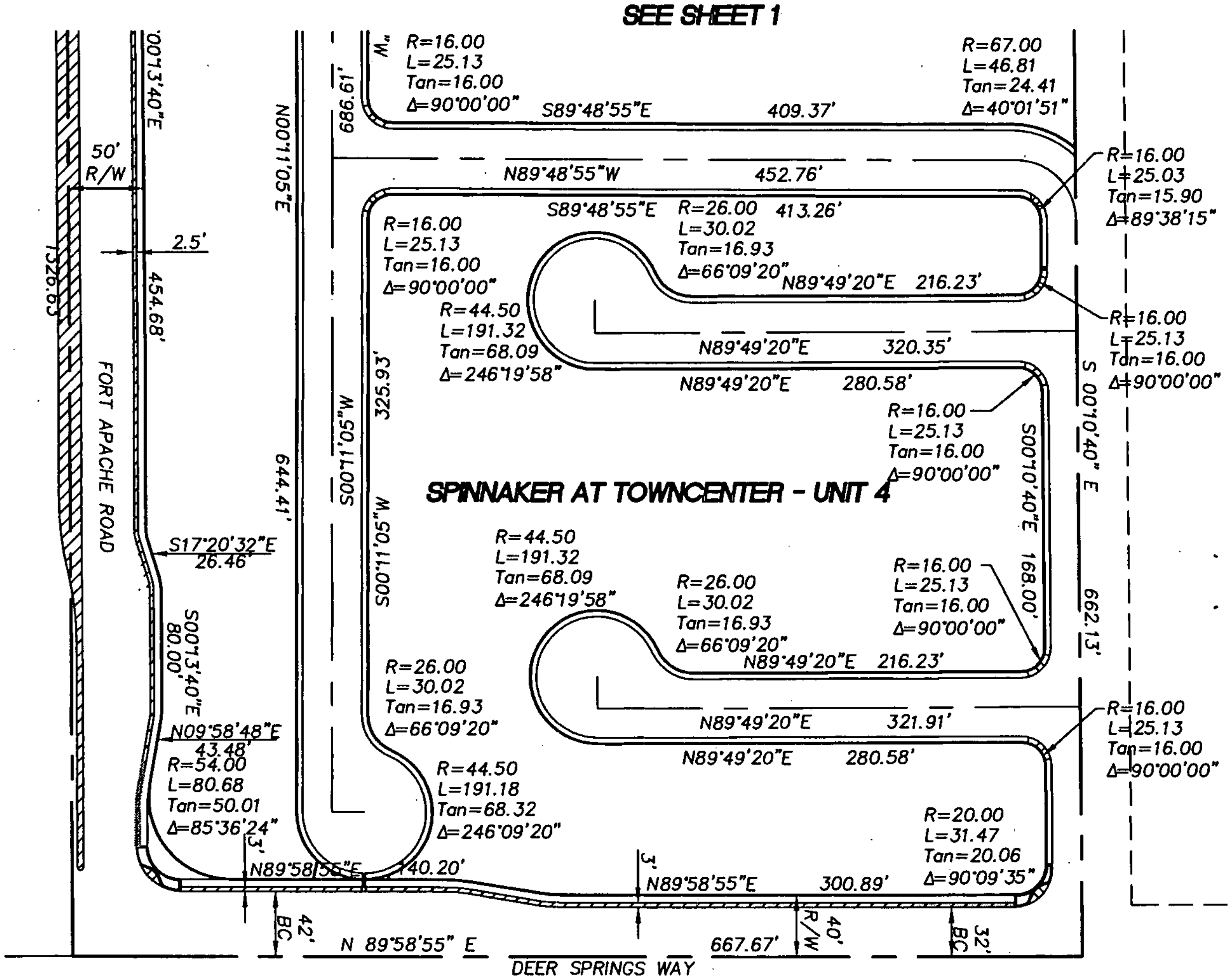


EXHIBIT "B"

SHEET 2 OF 2

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Integrity Engineering on behalf of Desert Lincoln-Mercury, Incorporated, owner (Duneville Street and Westwind Road) - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of crash gates approximately 48' long and 6' tall with approximate 18" to 36" footings extending across Duneville Street and Westwind Road south of their intersection with Via Olivero Avenue. The gates will be constructed in conjuction with the proposed Desert Lincoln-Mercury Body Shop to satisfy a condition of SUP-1408. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

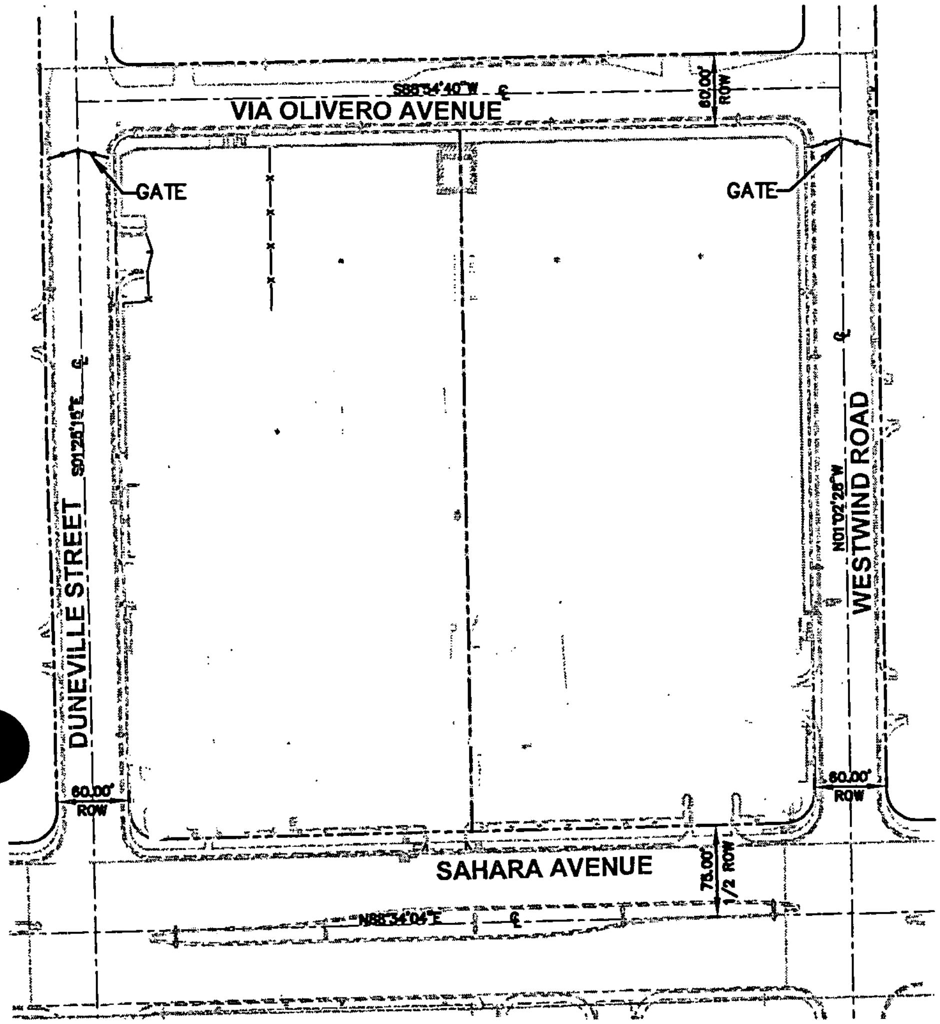
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (area bound by Sahara Avenue, Duneville Street, Via Olivero Avenue, Westwind Road)

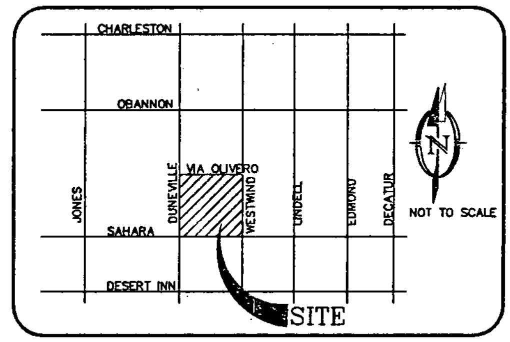
MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

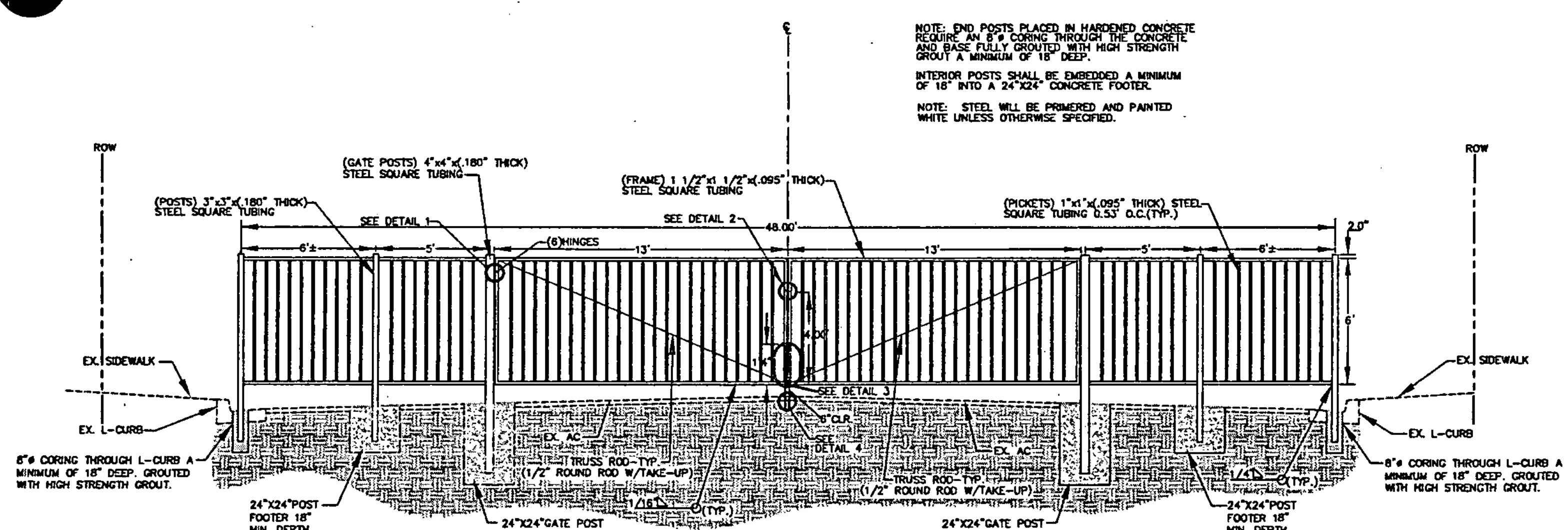
(9:29 – 9:31)
1-772





VICINITY MAP

EXHIBIT "A"



CRASH GATE DETAIL

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Wright Engineers on behalf of Carina Corporation, owners (southwest corner of Washburn Road and Buffalo Drive, APNs 125-33-704-001, 125-33-704-002, 125-33-704-003, and 125-33-704-004) - County (near Ward 6 - Mack)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

This request is to connect 19 single family dwellings located at the southwest corner of Washburn Road and Buffalo Drive.The owners propose to connect to an existing 8" sewer line located in Washburn Road. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of March, 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 Carina Corporation (approximately 10.4 acres -- vacant land; Parcel No. 125-33-704-001, 002, 003 & 004 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By ______________________
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

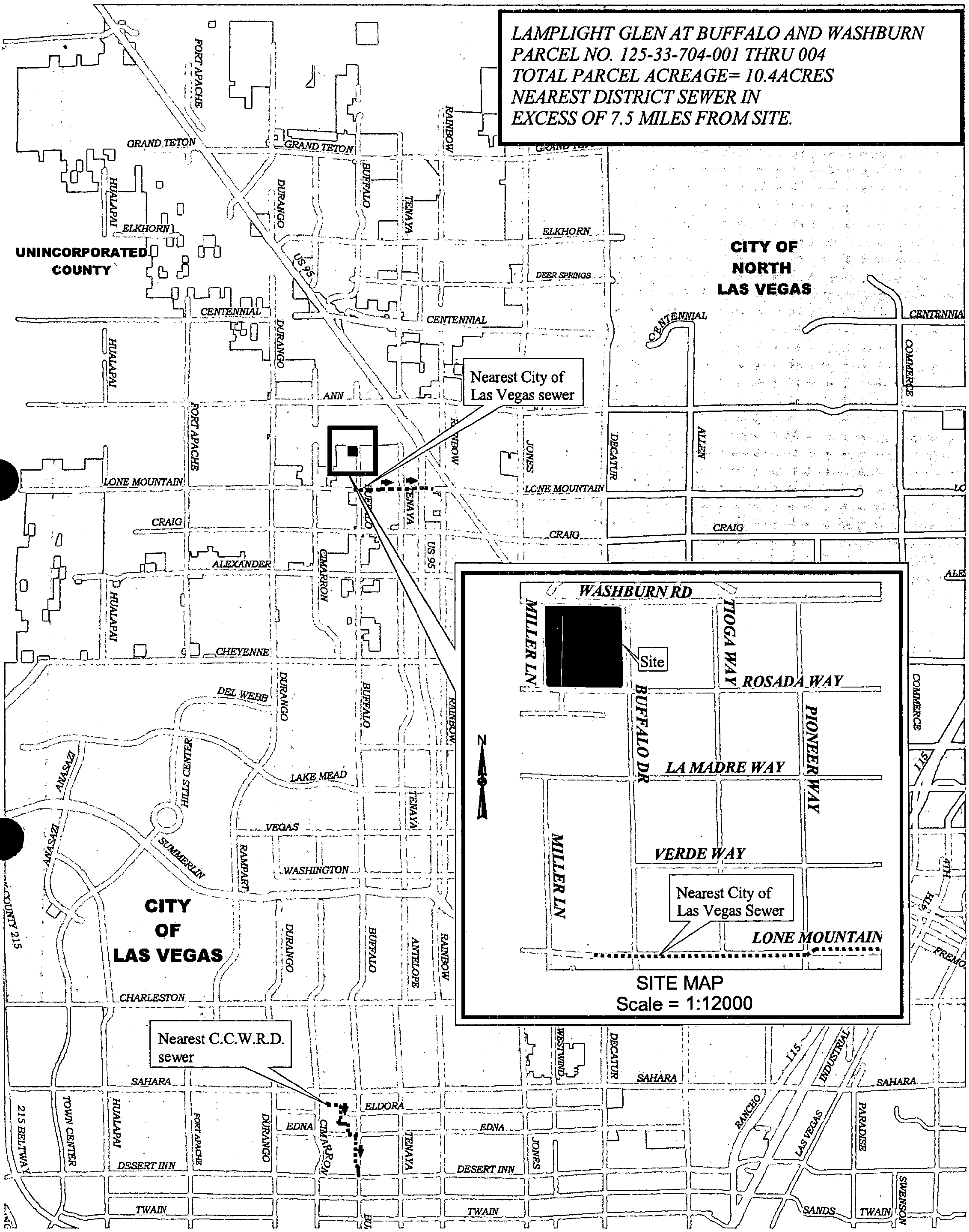
By ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

By ______________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 4/12/04
Deputy City Attorney



Scale = 1:96000

N

Clark County Water Reclamation District

ILA #276- EXHIBIT A

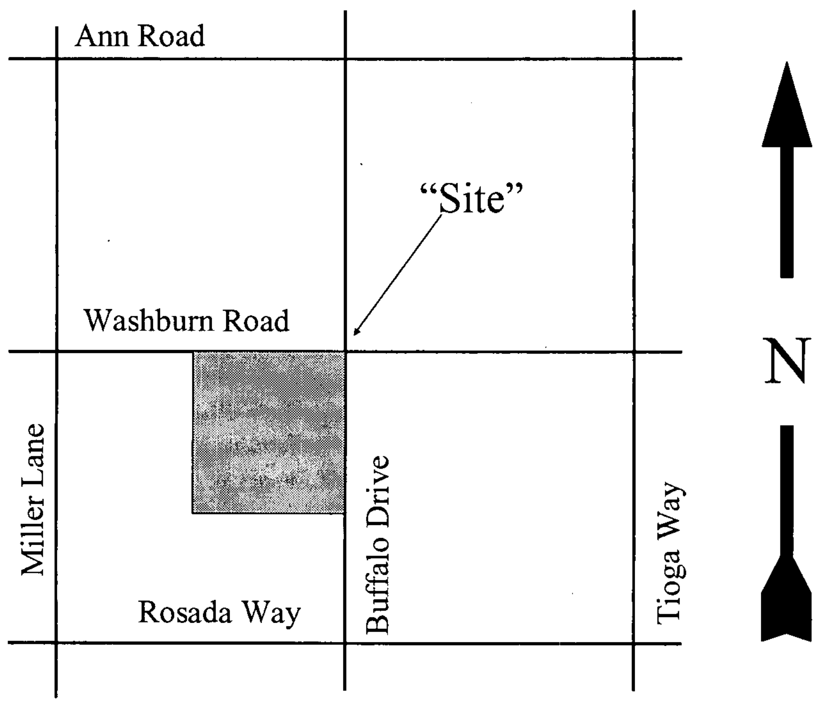
03/03/04

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – WRIGHT ENGINEERS ON BEHALF OF CARINA CORPORATION, OWNERS (SOUTHWEST CORNER OF WASHBURN ROAD AND BUFFALO DRIVE, APN 125-33-704-001, 125-33-704-002, 125-33-704-003, AND 125-33-704-004)

VICINITY MAP



City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from G. C. Wallace, Incorporated, on behalf of Sunrise Mountainview Hospital, owner (southeast corner of Cheyenne Avenue and Tenaya Way) - Ward 4 (Brown)

Fiscal Impact

[X] No Impact
[ ] Budget Funds Available
[ ] Augmentation Required

Amount:
Dept./Division: Public Works/City Engineer
Funding Source:

PURPOSE/BACKGROUND:
The existing encroachment consists of landscaping on the south side of Cheyenne Avenue beginning approximately 265' east of Tenaya Way extending eastward approximately 372' consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Mountainview Hospital parking garage. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Cheyenne Avenue at Tenaya Way)

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772

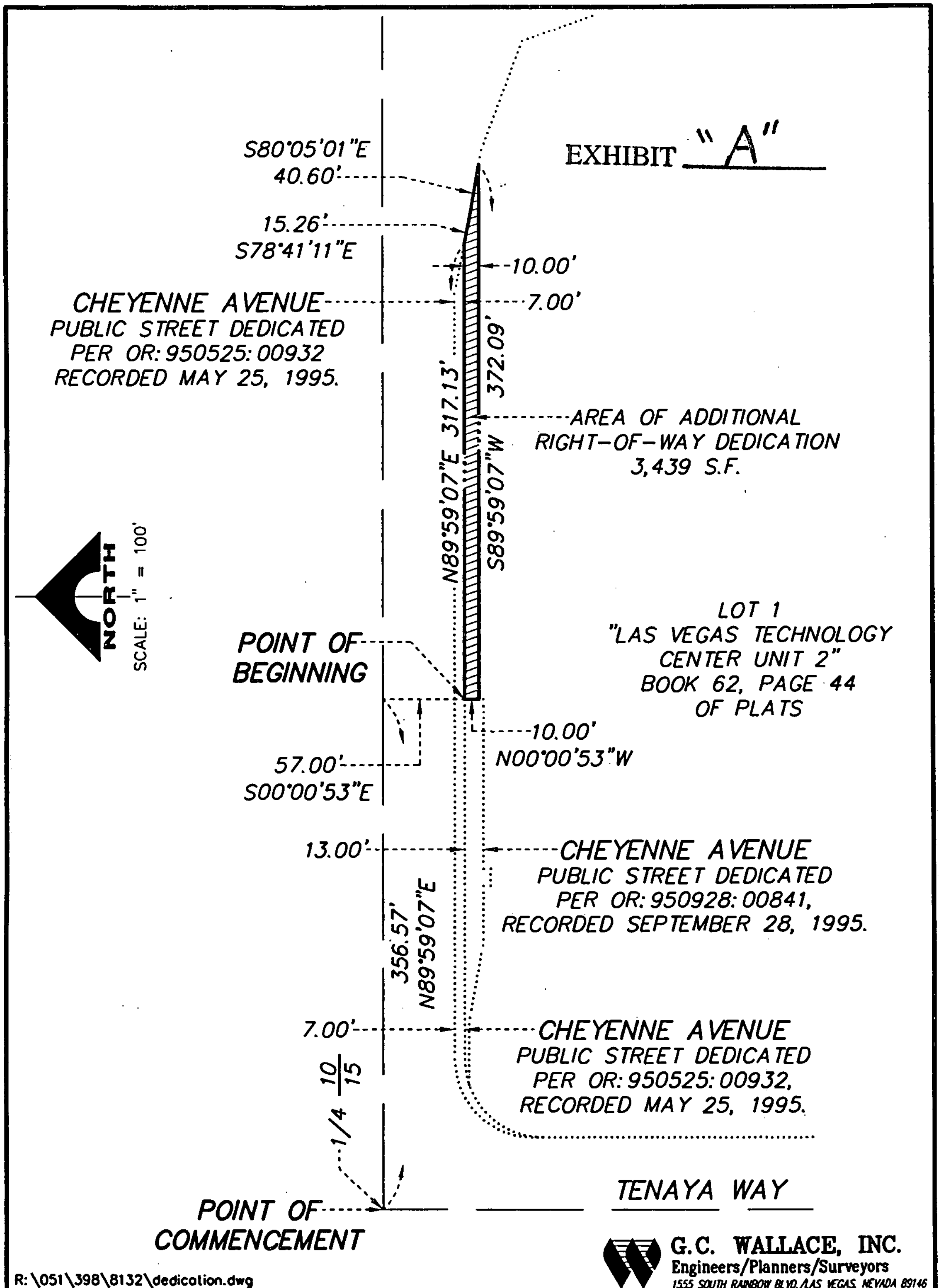


EXHIBIT "A"
S80°05'01"E
40.60'
15.26'
S78°41'11"E
10.00'
7.00'
CHEYENNE AVENUE
PUBLIC STREET DEDICATED
PER OR: 950525: 00932
RECORDED MAY 25, 1995.
N89°59'07"E 317.13'
372.09'
S89°59'07"W
AREA OF ADDITIONAL
RIGHT-OF-WAY DEDICATION
3,439 S.F.
NORTH
SCALE: 1" = 100'
LOT 1
"LAS VEGAS TECHNOLOGY
CENTER UNIT 2"
BOOK 62, PAGE 44
OF PLATS
POINT OF
BEGINNING
10.00'
N00°00'53"W
57.00'
S00°00'53"E
13.00'
CHEYENNE AVENUE
PUBLIC STREET DEDICATED
PER OR: 950928: 00841,
RECORDED SEPTEMBER 28, 1995.
356.57'
N89°59'07"E
7.00'
CHEYENNE AVENUE
PUBLIC STREET DEDICATED
PER OR: 950525: 00932,
RECORDED MAY 25, 1995.
1/4 10/15
TENAYA WAY
POINT OF
COMMENCEMENT
R:\051\398\8132\dedication.dwg
G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Wright Engineers on behalf of Kimball Hill Homes Nevada, Incorporated, owner (southeast corner of Racel Street and Cimarron Road) - Ward 6 (Mack)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of an approximate 10' wide area of landscaping on the south side of Racel Street extending approximately 1,303' eastward from Cimarron Road consisting of a 2' tall rock wall, shrubs, large boulders, and an irrigation system for the proposed Tolbert's Mill subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liaibility, and removal.

RECOMMENDATION:
Approval

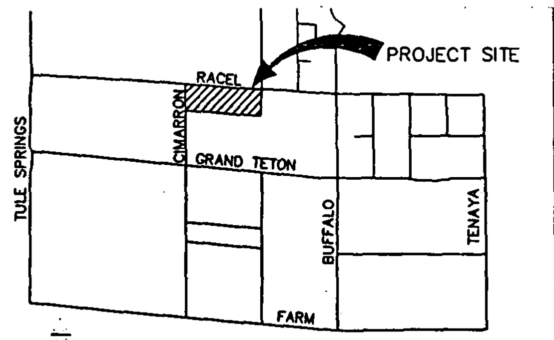
BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" (Racel Street vicinity map and typical section)
2. Copy of Encroachment Exhibit "B" (southeast corner of Racel Street and Cimarron Road)

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

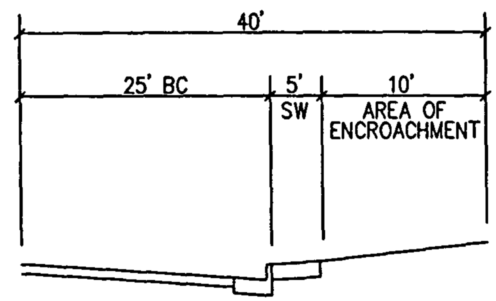
MINUTES:
There was no related discussion.

(9:29 – 9:31)
1-772



NORTH

VICINITY MAP
NOT TO SCALE



TYP. SECTION
NOT TO SCALE

ENCROACHMENT EXHIBIT	WRIGHT ENGINEERS	**WRIGHT ENGINEERS** 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 TEL (702) 933-7000 FAX (702) 933-7001
RACEL STREET		

EXHIBIT "A"

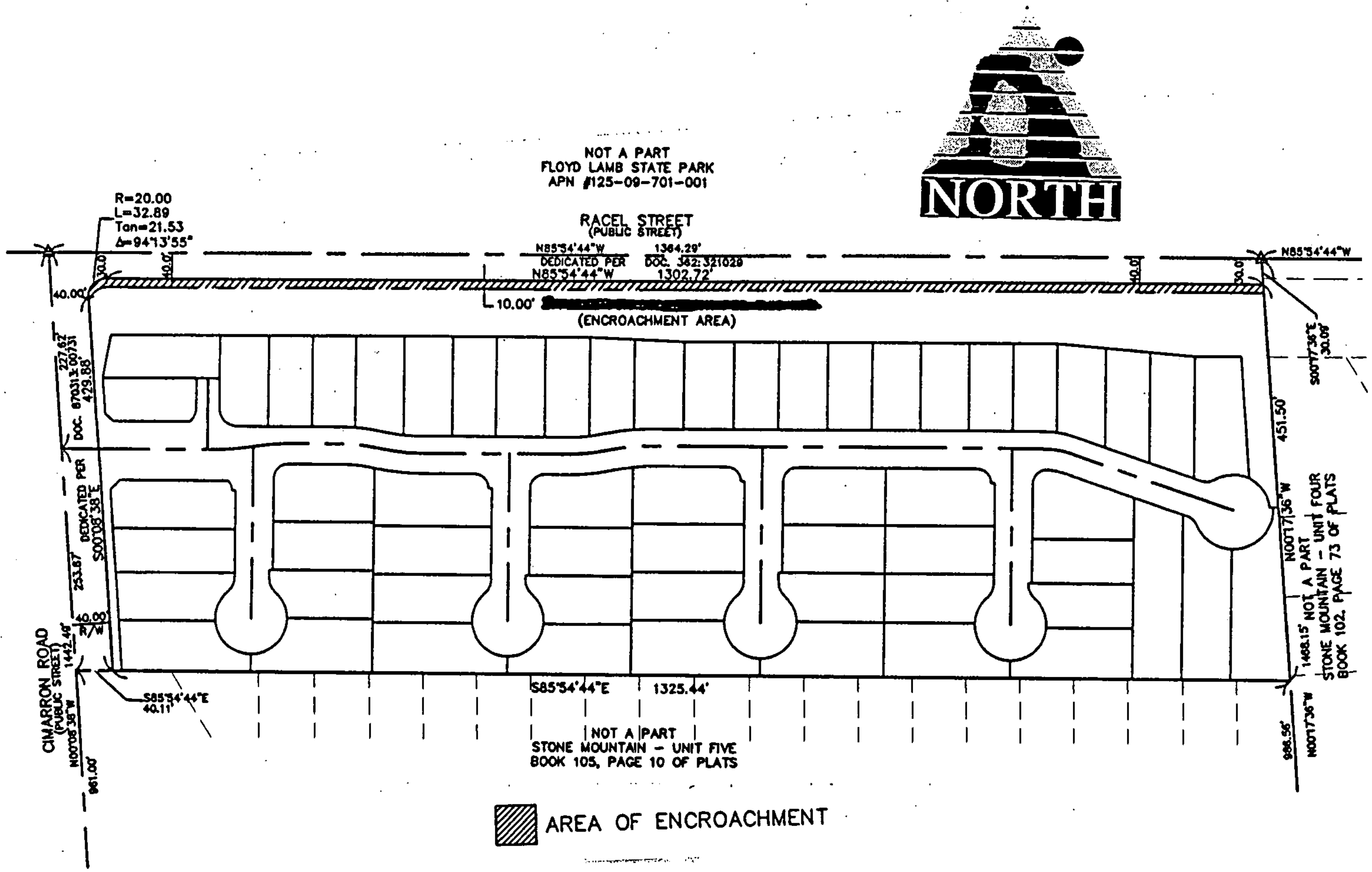

NOT A PART
FLOYD LAMB STATE PARK
APN #125-09-701-001
NORTH
R=20.00
L=32.89
Tan=21.53
Δ=94°13'55"
RACEL STREET
(PUBLIC STREET)
N85°54'44"W 1364.29'
DEDICATED PER DOC. 382:321029
N85°54'44"W 1302.72'
N85°54'44"W
40.00'
30.0'
40.0'
10.00' [redacted]
(ENCROACHMENT AREA)
227.62
DOC. 870313:00731
429.88'
DEDICATED PER
S00°08'38"E
253.87
40.00'
R/W
1442.44'
CIMARRON ROAD
(PUBLIC STREET)
N00°08'38"W
961.00'
S85°54'44"E
40.11'
S85°54'44"E 1325.44'
NOT A PART
STONE MOUNTAIN - UNIT FIVE
BOOK 105, PAGE 10 OF PLATS
S00°17'36"E
30.00'
451.50'
N00°17'36"W
1468.15'
NOT A PART
STONE MOUNTAIN - UNIT FOUR
BOOK 102, PAGE 73 OF PLATS
986.56'
N00°17'36"W
AREA OF ENCROACHMENT

EXHIBIT "B"

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of Contract Modification #1 with Harris & Associates, Inc. for construction management services for the Vegas Drive/Owens Avenue - Rancho Drive to I-15 project ($104,000 - Regional Transportation Commission - $96,000 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact

[ ]	No Impact	**Amount:** $200,000
[X]	Budget Funds Available	**Dept./Division:** Public Works/City Engineer
[ ]	Augmentation Required	**Funding Source:** RTC/RFCD

PURPOSE/BACKGROUND:

Due to unforeseen utility conflicts in the field, the contractor will be granted time extensions to complete construction of this project. It is anticipated that the construction phase and the closeout of this project will be extended by four months. This contract modification is for Harris & Associates to provide construction management services through the completion of the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Contract Modification #1

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: February 4, 2004

BID# PURCHASE ORDER #215759 SUPPLEMENT: 1 MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR: Harris & Associates
2310 Paseo del Prado
Las Vegas, NV 89102

CONTRACT DESCRIPTION:
Vegas Drive/Owens Avenue – Rancho to I-15

DESCRIPTION AND REASON FOR MODIFICATION:
Due to unforeseen utility conflicts in the field, the contractor will be given time extensions, the estimated completion date is June to complete the project. These funds are to extend Harris & Associates' contract to perform construction management services.

CONTRACT CONTINGENCY AMOUNT: $100,000.00

PRICE OF THIS MODIFICATION (WRITTEN): DOLLARS: $ 200,000.00
Two hundred thousand dollars and xx/100

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): TBD # DAYS: TBD

ORIGINAL COMPLETION DATE: March 5, 2004 NEW COMPLETION DATE: June 30, 2004

PRICE OF ORIGINAL CONTRACT:	$ 850,949.00	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$	(#_______through _______)
PRICE OF THIS MODIFICATION:	$ 200,000.00	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):	$1,050,949.00	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DEPARTMENT: DIRECTOR APPROVAL: [signature]
DIRECTOR ~~GENERAL~~ FINANCE SERVICES APPROVAL: [signature]
DEPUTY CITY MANAGER APPROVAL: [signature]

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

(SIGNATURE)

4/8/2004
(DATE)

ATTEST:

(CITY CLERK)

HARRIS & ASSOCIATES
(NAME OF CONTRACTOR)

BY 2-12-04
DATE

VICE PRESIDENT
(TITLE)

CITY MANAGER APPROVAL

CHIEF, PURCHASING AND CONTRACTS DIVISION

APPROVED AS TO FORM:
Robert J. 2-17-04
Date

City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of City of Las Vegas' portion of the Clean Water Coalition (CWC) FY 2004-2005 Tentative Annual Operating Budget - Annual Capital budget for the Systems Conveyance and Operations Program (SCOP) - ($3,814,600 - Sanitation Fund) - Clark County

Fiscal Impact

[ ] No Impact	**Amount:** $3,814,600
[X] Budget Funds Available	**Dept./Division:** Public Works/Environmental
[ ] Augmentation Required	**Funding Source:** Sanitation Fund

PURPOSE/BACKGROUND:
The CWC Annual Operating and Capital Budget estimate for FY 04/05 is $9,536,500.00. The Capital budget, totaling $8,929,000, includes professional service contracts, federal reimbursement contracts and SCOP preferred alternative design. The Operating budget, totaling $607,500 includes CWC wages, office expenses, legal, financial, lobbying and other expenses. The City's participation in these costs at 40%, based on the approved capacity rights of each member agency is $3,814,600.

RECOMMENDATION:
The Director of Public Works recommends that the City Council approve the City of Las Vegas' portion of the estimated Clean Water Coalition FY 04/05 Annual Operating and Capital Budget for the Systems Conveyance and Operations Program

BACKUP DOCUMENTATION:
Clean Water Coalition Tentative Annual Operating Budget Annual Capital Budget FY2004/2005

MOTION:
REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:29 – 9:31)

1-772

Clean Water Coalition

Tentative
Annual Operating Budget

Annual Capital Budget

Fiscal Year 2004-2005

CleanWater COALITION | *Solutions for Clean Water Management*

Clark County Water Reclamation DISTRICT
"The Clean Water Team"

THE CITY OF HENDERSON
A Place To Call Home

Clean Water Coalition

Tentative
Annual Operating Budget

Annual Capital Budget

Fiscal Year 2004-2005

CleanWater COALITION | *Solutions for Clean Water Management*

Clark County Water Reclamation DISTRICT
"The Clean Water Team"

THE CITY OF HENDERSON
A Place To Call Home

CleanWater COALITION | *Solutions for Clean Water Management*

1001 Whitney Ranch Dr. #100 ❖ Henderson, NV 89014 ❖ (702) 319-4433

March 15, 2004

Honorable Clean Water Coalition Board Members:

On behalf of the Clean Water Coalition (CWC) and its Member Agencies, I am pleased to present the Annual Operating Budget and Annual Capital Budget for Fiscal Year 2004-2005. The Interlocal Cooperative Agreement that established the CWC requires Annual Operating Budgets and Annual Capital Budgets be prepared for each ensuing fiscal year on or before March 15 with the final annual budgets being adopted on or before June 1st of each year. This budget, which also contains a three-year business plan and other general information regarding the CWC, is provided to assist both the CWC and its Member Agencies in the successful implementation of the Systems Conveyance and Operations Program.

The Annual Operating Budget provides funds for the CWC office, Program Administrator and support staff, and the ongoing expenses associated with the operation of an administrative office. The Annual Capital Budget anticipates that in Fiscal Year 2004-2005 the CWC will continue the administration of several consulting and engineering contracts. Major efforts for this fiscal year will focus on continuing the Environmental Impact Statement process and the engineering support for that effort, along with continuing computer modeling of water quality, assessments of pipeline routes and regulatory criteria, and a Financial Task Force to provide recommendations regarding the financing of the project.

The efforts for the Fiscal Year 2004-2005 will be funded by the Member Agencies as provided for in the Interlocal Cooperative Agreement Establishing the Clean Water Coalition.

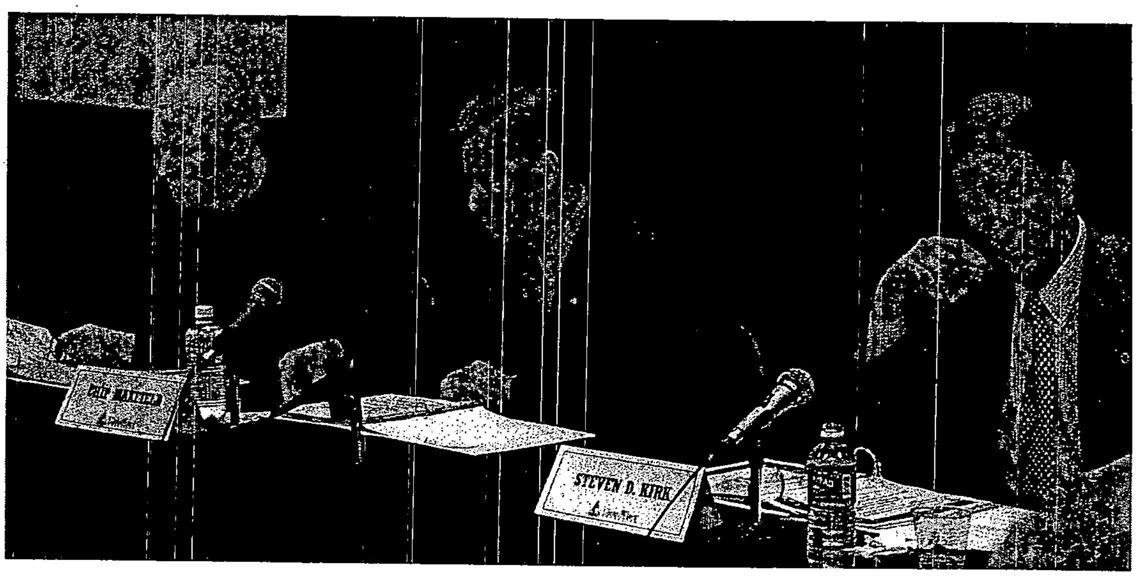
Respectfully submitted,

Douglas W. Karafa

Douglas W. Karafa
Program Administrator

Table of Contents

CWC OFFICIALS



Clean Water Coalition Management Board

The Governing Board of the CWC is composed of a member and alternate representing each of the three Member Agencies to the CWC. It consists of a Chairperson, Vice-Chairperson and Secretary. The Board meets a minimum of once every three months, but usually meets monthly to conduct the business of the CWC. Board meetings are publicly noticed and posted according to Nevada's Open Meeting Law. A representative or alternate representative must be present from all three Member Agencies to constitute a quorum and conduct business.

Chairperson—Clark County **Commissioner Chip Maxfield**

Alternate—Commissioner Yvonne Atkinson Gates

Vice-Chairperson—City of Las Vegas **Councilman Larry Brown**

Alternate—Councilman Michael Mack

Secretary—City of Henderson **Councilman Steven Kirk**

Alternate—Councilman Andy Hafen

Clean Water Coalition Program Administrator's Office

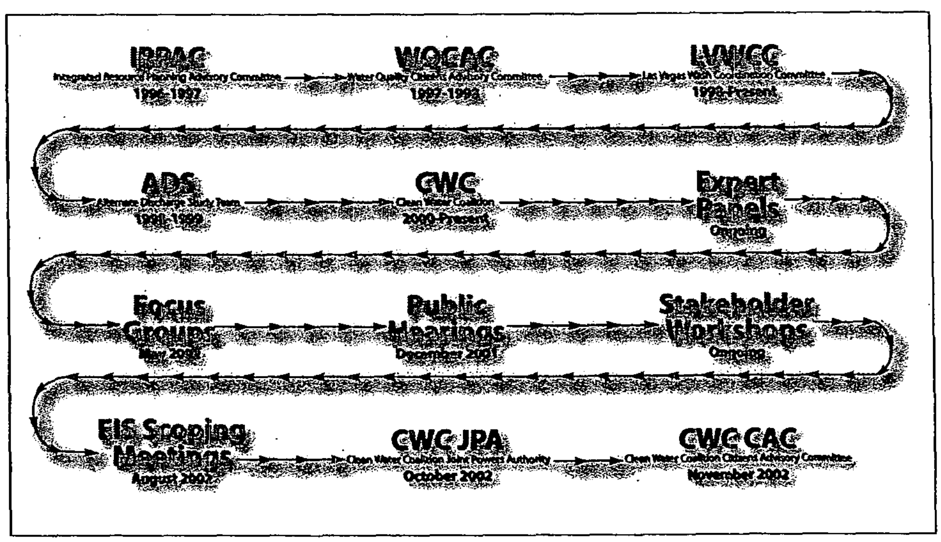
The Program Administrator is the chief administrative officer of the CWC. The Program Administrator's office includes the Program Administrator and any other employees who may be assigned directly to the CWC. It also includes legal counsel under contract to the CWC.

Program Administrator—Douglas Karafa

Legal Counsel—Robert Marshall

Administrative Assistant—Jennifer Ripplinger

HISTORY AND PURPOSE



CWC History

For many years the three agencies responsible for wastewater treatment in the Las Vegas Valley (the Clark County Water Reclamation District, the City of Las Vegas and the City of Henderson) have worked together on a variety of efforts, including planning, engineering studies and environmental monitoring. In 1995 the agencies began to work together on a more formal basis through a series of Interlocal agreements on issues specific to water quality in the Las Vegas Wash and Las Vegas Bay of Lake Mead. The agencies worked together through Interlocal agreements through the Alternate Discharge Study Phases I, II, IIIA, and IIIA-EIS. These studies led to the recognition that with the combination of ever increasing wastewater flows in the future, and more stringent water quality standards, there was a need to pursue an "Alternative Discharge" location in Lake Mead. As the studies led to the possibilities of a regional conveyance system for wastewater effluent that would serve all three of the agencies, it became apparent a system for joint planning, funding and governance was needed. In October 2001 the three agencies entered into a Memorandum of Understanding to develop a cooperative agreement to implement the alternate discharge conveyance system. In November 2002 the agencies approved the "Interlocal Cooperative Agreement" establishing the Clean Water Coalition (CWC), and the CWC became a separate political subdivision of the State of Nevada pursuant to NRS 277.074 and NRS 277.120.

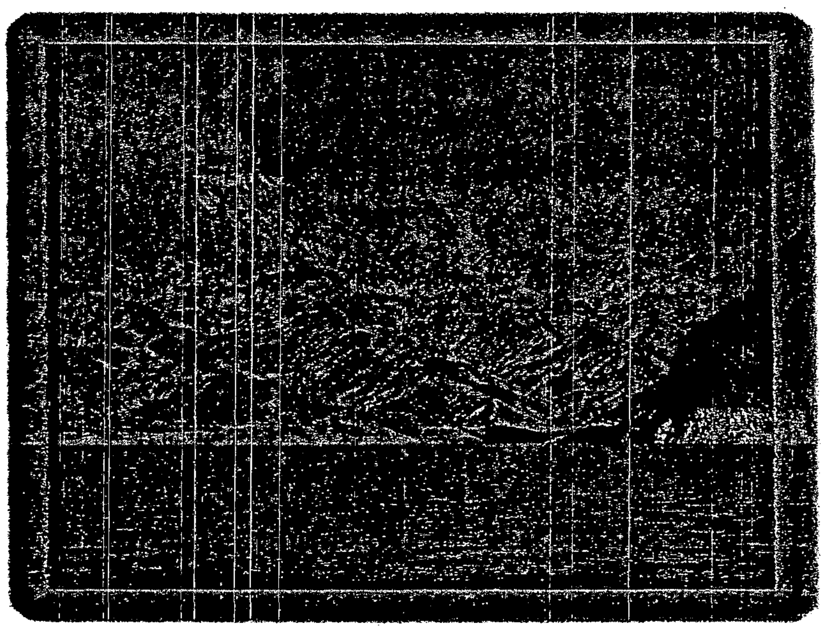
CWC Purpose

The purpose of the CWC is to carry out the Systems Conveyance and Operations Program (SCOP). SCOP encompasses the planning, design, financing, construction, and operation and maintenance of a regional system that transports effluent (highly treated wastewater) from the facilities of the three member agencies, and discharges from other legal entities as the CWC Members approve, to the ultimate outfall location returning effluent to the Colorado River system.

The Mission Statement for the Systems Conveyance and Operations Program is to:

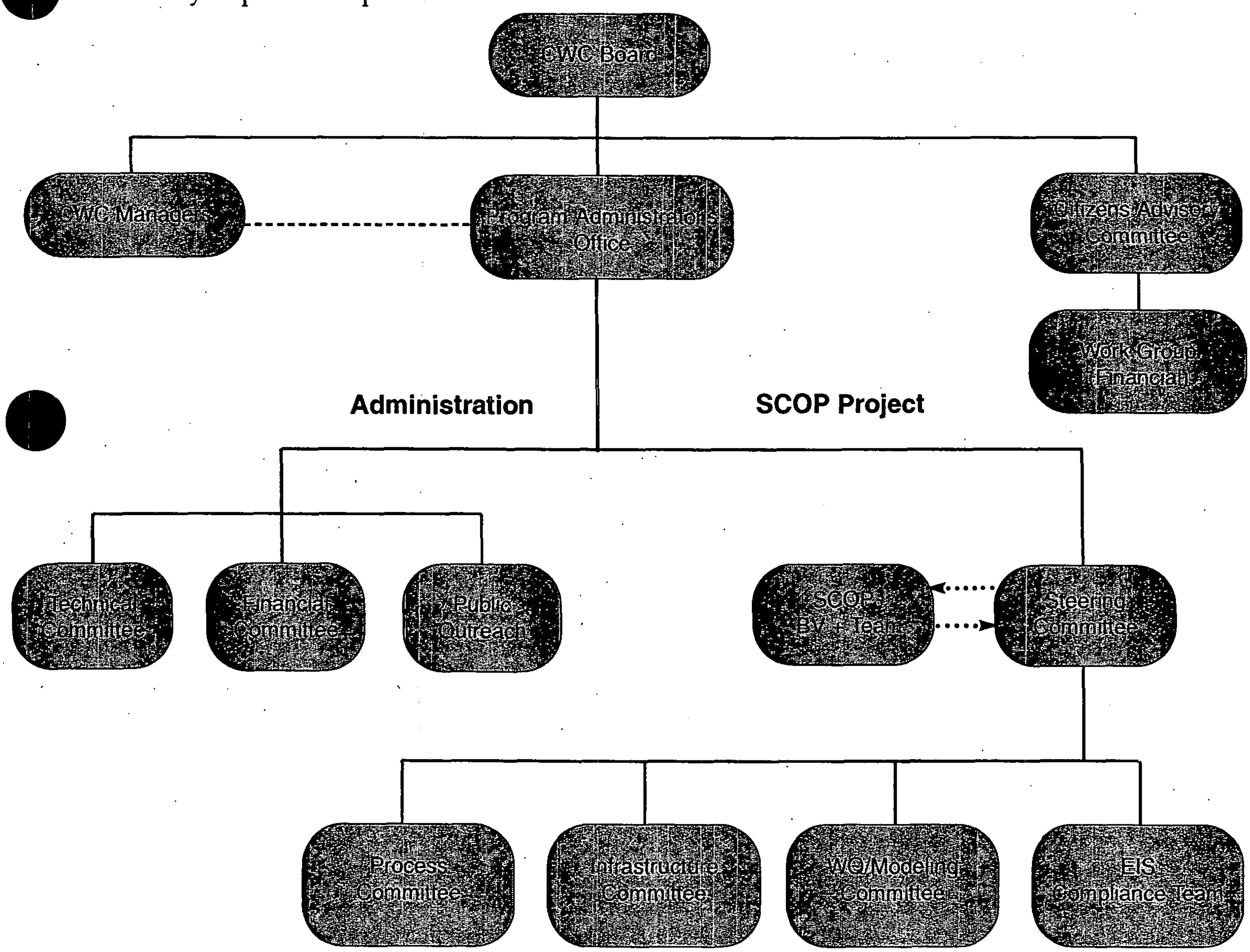
"Determine the most feasible method(s) to return that effluent not being reused (including future flows) to the Colorado River System, that is consistent with the CAMP (Comprehensive Adaptive Management Plan for the Las Vegas Wash); that includes strategies for a flexible program to address the water quality issues of the Las Vegas Wash, the Las Vegas Bay and Boulder Basin; that includes strategies to enhance the protection of the municipal drinking water source; and that is implementable, reasonably cost effective, environmentally sound, and publicly and politically acceptable."

ORGANIZATION

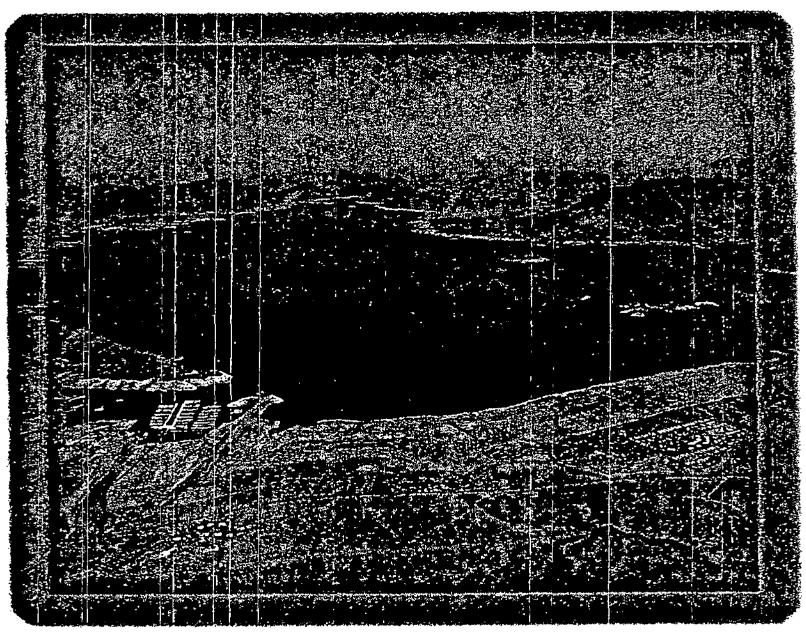


Although the CWC was formed as a separate legal entity, it is intended to keep staffing at a minimal level, to operate independently from any one Member Agency, and answer to all Member Agencies and the CWC Board on an equal basis. Although some functions are best handled by a dedicated, centralized CWC staff, most support activities are to be contracted out, either to consultant and engineering firms or back to the Member Agencies.

Given that the CWC intends to have a minimal level of staff and yet be an agency that is responsive to the needs of its Member Agencies, the following chart shows how the organization is set up to provide for advice and input from the appropriate levels within the Member Agencies. Staff from the three Member Agencies (and, when appropriate, the Southern Nevada Water Authority) is involved in every committee on the team, at every level of decision making, to be sure the concerns of the Member Agencies are addressed. This arrangement requires CWC staff to confer regularly with Member Agency staffs on issues and also requires a commitment from the Member Agencies to ensure the appropriate staff is available, engaged, and ready to provide input to decisions.



CWC INFORMATION



The Agreement that established the CWC sets forth the conferred and prohibited functions of the CWC, establishes the Governing Board for the CWC, provides for Annual Budgets, and delineates the financial obligations of the CWC Member Agencies (the Clark County Water Reclamation District, the City of Las Vegas and the City of Henderson).

The conferred functions of the CWC are as follows:

1. To undertake implementation of all aspects of the Systems Conveyance and Operations Program (SCOP) as may be approved from time to time by the Governing Boards of each Member Agency and by the Board of the CWC as provided in the Agreement.

2. SCOP means the planning, design, financing, construction, and operation and maintenance of a regional system for the conveyance of effluent from the Cities of Las Vegas and Henderson and the Clark County Water Reclamation District's wastewater treatment facilities and discharges from other legal entities as the CWC Members approve, to the ultimate outfall location(s) returning effluent to the Colorado River system or other locations as the CWC Members approve. The regional system may include:

   (a) Physical facilities such as pipelines, tunnels, energy recovery facilities, and all appurtenant structures.

   (b) Real and personal property, including leases of the same; rights-of-way, permits and licenses associated with the regional system facilities, including environmental impact statements.

   (c) Any other regional system facilities associated with the treatment and conveyance of Effluent, downstream of the discharge point of the Members treatment facilities.

   (d) Any other such items as listed in Paragraphs (a) through (c) the Members from time to time may include within SCOP.

3. To manage the sale, lease and use of Effluent flowing through CWC facilities, including entering into contracts and all necessary documents with respect thereto.

4. To enter into contracts for the sale or lease of power produced from energy recovery facilities that may be constructed as part of the CWC Facilities.

Prohibited functions of the CWC

To the extent permitted by applicable law, the CWC shall not perform any function or exercise any power that is not performable or exercisable by at least one of the Members.

Governing Board of the CWC

The business and affairs of the CWC are conducted and managed by a Governing Board, termed the Management Board ("Board"), which is subject to Nevada law. The Board consists of one representative from each of the three Member Agencies together with one alternate from each of the three Member Agencies. The officers of the Board consist of a Chairperson, Vice-Chairperson, and Secretary, each of whom is elected annually in December. The Board meets no less than once every three months, and is governed by Nevada's open meeting law.

Annual Budgets

A Tentative Annual Operating Budget and a Tentative Annual Capital Budget is required to be prepared for each ensuing fiscal year on or before March 15. The final annual budgets are required to be adopted on or before June 1st of each year. The Annual Operating Budget and Annual Capital Budget, along with any long term Capital Improvement Plan, require approval by both the CWC Board and the Governing Boards of each of the Member Agencies.

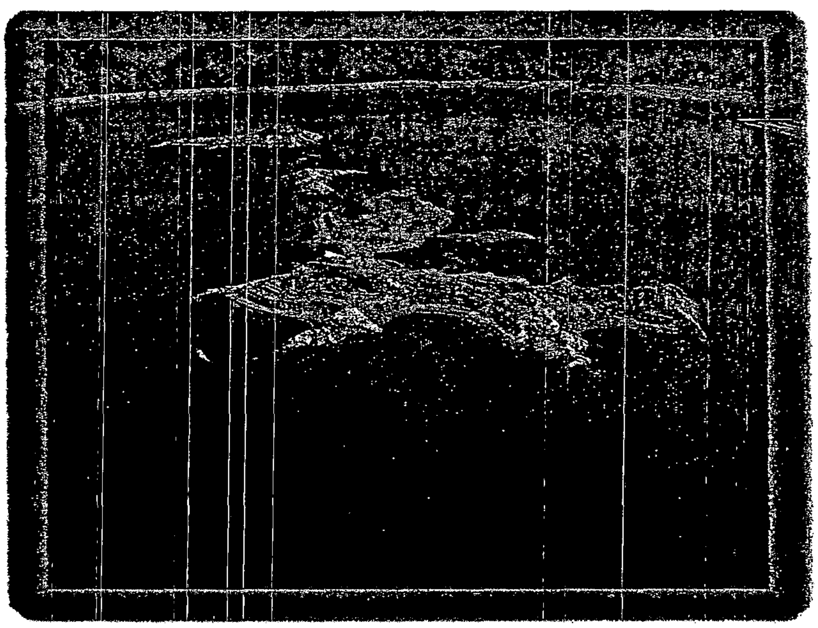
Capacity Rights and Assessments for Operating and Capital Expenses

The capacity rights and assessment for contributions to the CWC operating and capital budgets were set based on the percentages of the total peak flow requirements of each of the Member Agencies as known at the time of the original agreement. These percentages are as follows:

City of Las Vegas	40%
Clark County Water Reclamation District	46%
City of Henderson	14%

These percentages may be reviewed and amended with approval of the CWC Board and the Member Agencies Governing Boards prior to the commencement of construction of the SCOP project, and ten years after the commencement of construction, at any time, with the written request of any one of the Member agencies.

ANNUAL OPERATING BUDGET



CLEAN WATER COALITION

ANNUAL OPERATING BUDGET -- FY 2004-2005

Program Administration

Wages and overhead	$ 315,000
Office lease	$ 38,000
Office utilities	$ 14,400
Office equipment	$ 16,000
Legal and Financial Services	$ 202,000
Public meetings	$ 4,600
Travel, memberships	$ 17,500
Program Administration Total	**$ 607,500**

Annual Operating Budget

Fiscal Year 2004-2005

Budget Item Justifications

Program Administration

Program Administration - $607,500

This budget for Program Administration includes costs for salaries and overhead for the Program Administrator, and part-time or clerical help. It also includes the costs of maintaining the CWC office. These costs include ongoing expenses such as office rent, utilities, and normal travel expenses. Expenses for furnishings, computers and office equipment also are included in the budget. Additionally, it allows for expenses for legal, financial and other administrative services to be provided either by private consultants or by reimbursement to the Member Agencies staff.

Program Administration Budget Breakdown

Budget Item	Monthly	Annual	Total
Wages and Overhead			
Program Administrator		$ 180,000	
Staff Engineer		$ 135,000	
			$ 315,000
Office Lease	$ 3,154	$ 37,848	$ 38,000
Office Utilities			
Electricity	$ 250	$ 3,000	
Gas	$ 100	$ 1,200	
Telephone/Network Services	$ 600	$ 7,200	
HVAC Maintenance		$ 600	
Custodial	$ 150	$ 1,800	
Pest Control	$ 50	$ 600	
			$ 14,400
Office Equipment			
Computers, Software		$ 5,000	
Furnishings		$ 2,000	
Office Supplies	$ 250	$ 3,000	
Copy Machine Lease	$ 500	$ 6,000	
			$ 16,000
Legal and Financial Services			
Insurance		$ 10,000	
Attorneys Fees	$ 7,500	$ 90,000	
Financial Services	$ 1,000	$ 12,000	
Lobbyist	$ 7,500	$ 90,000	
			$ 202,000
Public Meetings			
Meeting Room Rental	$ 500	$ 4,000	
Refreshments	$ 100	$ 600	
			$ 4,600
Travel, Memberships			
Travel Washington, DC		$ 6,000	
Travel Southwest Cities		$ 6,000	
Memberships/Subscriptions		$ 5,500	
			$ 17,500
			$ 607,500

ANNUAL CAPITAL BUDGET

CLEAN WATER COALITION

ANNUAL CAPITAL BUDGET -- FY 2004-2005

Systems Conveyance and Operations Program Professional Services Contract

Environmental Impact Statement	$ 1,608,000	
EIS Engineering Support	$ 275,000	
Modeling Boulder Basin, Diffuser Operations	$ 385,000	
Water Quality and Regulatory Criteria Assessment	$ 82,500	
Lake Conveyance System Preliminary Assessment	$ 567,500	
Project Management	$ 396,000	
Legal Regulatory Support	$ 154,000	
SCOP Professional Services Contract Total		$ 3,468,000

Federal Reimbursement Contracts

Reimbursement Contract with Bureau of Reclamation	$ 125,000	
Reimbursement Contract with National Park Service	$ 125,000	
Federal Reimbursement Contracts Total		$ 250,000

Systems Conveyance and Operations Program Preferred Alternative Design

Effluent Interceptor Final Design	$ 2,881,500	
Lake Conveyance O&M and Permitting Plan	$ 1,084,500	
Early Design Total		$ 3,966,000

Additional Professional Services Contracts

Public Outreach Program	$ 495,000	
Financial and Rate Modeling	$ 200,000	
Environmental Assessment and Analysis	$ 250,000	
Additional Contracts Project Management	$ 300,000	
Additional Professional Services Contracts Total		$ 1,245,000

TOTAL BUDGET FOR FY 2004-2005 **$ 8,929,000**

Annual Capital Budget
Fiscal Year 2004-2005
Budget Item Justifications

Systems Conveyance and Operations Program Professional Services Contract

Environmental Impact Statement (EIS) -- $1,608,000

This budget item includes preparation of the federally required Environmental Impact Statement (EIS) to address the potential impacts associated with the construction, operation, and maintenance of an effluent interceptor; the effluent conveyance system to receiving areas within Boulder Basin and/or the Colorado River; the water quality issues associated with the receiving areas within Boulder Basin and/or the Colorado River; and the management of the water quality issues of the Las Vegas Wash between the City of Las Vegas Water Pollution Control Facility and the Las Vegas Bay. The conveyance system is expected to traverse private property and lands under the jurisdiction of the Bureau of Land Management, the Bureau of Reclamation, and the National Park Service. The Bureau of Reclamation and the National Park Service are expected to be co-leading Federal agencies for the development of the EIS. This budget amount includes approximately $800,000 of previously budgeted but unspent funds due to delays in starting on the Draft EIS. It is expected the final EIS will be completed in late summer of 2005.

EIS Engineering Support - $275,000

The Draft EIS will carry forward a "Future Without" and one or two pipeline conveyance system alternatives. As the EIS progresses, the conveyance system alternatives will require additional engineering support to define the alternatives sufficiently for federal and other reviewing agencies. Planning and design criteria for the effluent conveyance system to receiving areas within Boulder Basin and/or the Colorado River will be developed.

Modeling Boulder Basin and Diffuser Operations - $385,000

Pollutants of concern in the Las Vegas Wash and Lake Mead include conventional constituents, endocrine disrupters, and other toxicants. Conventional constituents include nitrogen, phosphorus, suspended solids, dissolved solids, and bacteria. Computer modeling will be performed to fully understand the transport and fate of pollutants in Lake Mead and the balance between the Las Vegas Wash and Lake Mead ecologies. The models will continue to be developed at further levels of detail to evaluate potential alternate discharge locations. Model runs will be completed on selected alternatives to provide information for the public and also to propose regulatory standards.

Water Quality and Regulatory Criteria Assessment - $82,500

This budget item is to develop beneficial uses and water quality criteria that will meet current regulatory requirements and emphasize the Clean Water Act present and future regulatory requirements regarding the National Permit Discharge Elimination System, Regional Storm Water permits, and associated Environmental Guidelines. This analysis will complement the efforts to establish in-channel riparian and enhanced wetlands, recreational wetlands, and wildlife habitat. The Water Quality Criteria Assessment will provide:

- Coordination between proposed actions and predicted outcomes
- Identification of key environmental indicators
- Determination of the areas of cause and effect relationships between actions
- Assistance in organizing a management approach between the many agencies involved with the Wash
- A guide for development of monitoring programs to perform flexible management functions
- Recommended implementation programs for meeting current and future water quality standards in the Las Vegas Wash and Boulder Basin

Lake Conveyance System Preliminary Assessment - $567,500

As the Draft EIS process continues, further definition and development of the Boulder Island or other alternatives will be needed. It is expected engineering support will identify and further define pipeline routes, geologic conditions, tunnel vs. open-cut construction, and other technical details. The capacities of the conveyance system and the receiving areas will be used to develop a management program for conveyance and distribution of the effluent. This management program will allow flexibility in distribution of effluent to receiving areas based on seasonal variations, lake levels, and other factors potentially impacting water quality of the Boulder Basin.

Project Management - $396,000

This budget item is for the overall management of the SCOP project by the consultant team. It involves monthly CWC meetings to review Project progress and exchange ideas and information, informal Project Meetings as required during the course of the Project, and participation in Stakeholder Meetings with agencies such as SNWA, LVWCC, LMWQF, SWAC, etc. It also includes technical support to the Program Administrator for presentations and briefings with stakeholders and citizens. The consultant team will coordinate with the CWC's consultant engineers on all outfall connections. The consultant team will provide oversight, coordination and management of Federal Lead Agencies activities during the EIS process.

Legal Regulatory Support - $154,000

As the alternatives considered in the EIS are developed there will be a parallel action needed to identify beneficial uses, expected water quality, and eventually conditions that will be needed for the issuance of a National Pollution Discharge Elimination System Discharge Permit. Legal support to analyze Clean Water Act requirements and permitting scenarios will be required as a part of the permit negotiation process.

Federal Reimbursement Contracts

Federal Reimbursement Contracts - $250,000

This budget item is to fund reimbursement contracts with the Bureau of Reclamation and the National Park Service, who are the federal co-leads for the EIS on the SCOP. It is expected each agency will be reimbursed $125,000 for the budget period. The agencies are reimbursed for staff time and materials to attend meetings, review documents, and perform other services that will lead to the final EIS.

Systems Conveyance and Operations Program Preferred Alternative Design

Effluent Interceptor Geotechnical and Permitting - $2,881,500

It is anticipated contracts will be let for certain portions of the Systems Conveyance and Operations Program once there is sufficient progress made on determining the "preferred alternative" through the EIS process. The project schedule anticipates certain elements of the project can be let out so elements can be near ready for final design by the time the final EIS Record of Decision and other permits are obtained. Since the Effluent Interceptor is a common element to all alternatives, it is anticipated work could begin on final surveys, land permit applications, and geotechnical investigations. With this work completed, the project can be ready to move to actual design.

Lake Conveyance Operations, Monitoring, and Permitting Plan - $1,084,500

It is anticipated that, concurrent with the EIS, permitting through the Nevada Division of Environmental Protection and other agencies will need to be obtained. A Lake Conveyance Diffuser will need to be modeled and a conceptual design completed in order to predict near field effects of effluent discharge. This information will then be factored in to discussions and eventual permitting and monitoring plans to ensure compliance with water quality standards.

Additional Professional Services Contracts

Public Outreach Program - $495,000

This budget item is to develop and implement a comprehensive Public Information/Outreach Plan that will include continuation of support to the Advisory Committee to the CWC Board and interface with other agency Public Information Officers and the media. The Public Outreach Program also includes the services of an administrative assistant for outreach services located at the CWC office. Consultants will prepare material and/or conduct regular presentations and briefings on the project status to the CWC Senior Staff, Councils, and/or Boards, as requested by the CWC. It also will allow for preparation of project videos, brochures, newsletters, and other collateral materials needed for public information purposes. As requested by the CWC, they will also make presentations to civic and other public groups in the Las Vegas Valley on the project. Efforts to obtain project funding from federal sources may also be pursued.

Financial Analysis and Support - $200,000

As the preferred alternatives are developed, an analysis of funding sources, financing methods, and the general impact to sewer rates or other revenue sources will need to be developed. It is expected the Citizens Advisory Committee will continue their work after recommending alternative(s) to extend to the issues of how the community will pay for the selected alternative. Financial analysis will support the Citizens Advisory Committee in that effort. Financial analysis is expected to include identification of potential funding and revenue sources, financing methods and financial models, and consideration of the probable effects of various scenarios on rates.

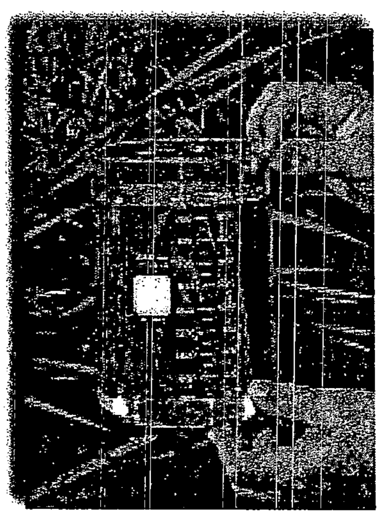
Environmental Assessment and Analysis - $250,000

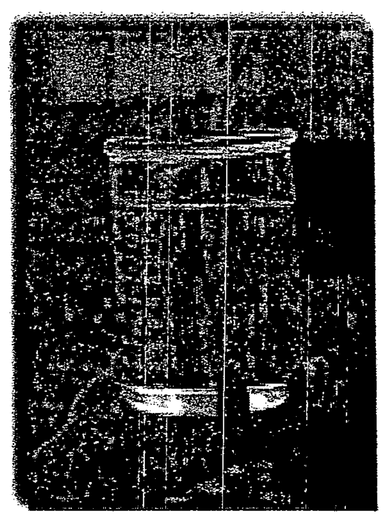
This budget item will provide for analysis of environmental factors that may need to be determined in support of regulatory permitting activities. It may be necessary to establish base-line conditions for some aquatic species to determine project effects. Further analysis may be required to determine specific algae species for further water quality modeling. Effects on fisheries as nutrient source levels and locations are evaluated, as well as other effects on aquatic life.

Additional Contracts Project Management - $300,000

It is anticipated near the end of the budget year, as project designs work begins, there may be a need for a Project Management contract. This contract would provide for oversight and contract management since project components would be separated into several separate design and construction contracts.

FINANCIAL STATEMENTS





Detailed Financial Statements

Statement of Revenues, Expenses and Net Income

	FY 2002-03 Actual	FY 2003-04 Estimated	FY 2004-05 Budget
OPERATING REVENUE			
Other Local Governments	150,000	595,000	607,500
Total Operating Revenue	150,000	595,000	607,500
OPERATING EXPENSE			
Wages and benefits	19,174	350,000	315,000
Office Lease		65,000	38,000
Utilities	139	15,000	14,400
Office Equipment		40,000	16,000
Legal and Financial Services	115,232	100,000	202,000
Public Meetings	1,393	0	4,600
Travel, Memberships	2,663	25,000	17,500
Miscellaneous	952	0	
Depreciation/Amortization			
Total Operating Expense	139,553	595,000	607,500
Operating Income or (Loss)	10,447	0	0
NONOPERATING REVENUES			
Interest Earnings	147		1,000
Capital contributions	9,615,131	8,357,900	8,929,000
Other			
Total Nonoperating Revenues	9,615,278	8,357,900	8,930,000
NONOPERATING EXPENSES			
Interest Expense*			
Other			
Total Nonoperating Expenses	0	0	0
Net Income (Loss) before Operating Transfers	9,625,725	8,357,900	8,930,000
Operating Transfers (Schedule T)			
In			
Out			
Net Operating Transfers	0	0	0
NET INCOME (LOSS)	9,625,725	8,357,900	8,930,000

Statement of Cash Flows

PROPRIETARY FUND	FY 2002-03 Actual	FY 2003-04 Estimated	FY 2004-05 Budget
A. CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from other govt agencies	150,000	595,000	607,500
Cash paid for services & supplies	(139,553)	(595,000)	(607,500)
a. Net cash provided by operating activities	10,447	0	0
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
b. Net cash provided by noncapital financing activities	0	0	0
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Bonds			
Acquisition, construction or improvement of capital assets	(9,601,566)	(8,357,900)	(8,929,000)
Contributed capital	9,615,131	8,357,900	8,929,000
Proceeds from sale of capital assets			
Principal			
Interest			
c. Net cash used for capital and related financing activities	13,565	0	0
D. CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest earnings	147	0	1,000
d. Net cash used in investing activities	147	0	1,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	24,159	0	1,000
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	0	24,159	24,159
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	24,159	24,159	25,159

THREE-YEAR BUSINESS PLAN

The Clean Water Coalition was created on November 20, 2002, through an Interlocal Cooperative Agreement, pursuant to the provisions of Chapter 277 of NRS. CWC is a political subdivision of the State of Nevada and is separate from the Members, pursuant to NRS 277.074 and NRS 277.120. The three Member Agencies are: Clark County Water Reclamation District, City of Henderson, and City of Las Vegas (See "History of the CWC").

The Mission Statement for the Systems Conveyance and Operations Program is to:

"Determine the most feasible method(s) to return that effluent not being reused (including future flows) to the Colorado River System, that is consistent with the CAMP (Comprehensive Adaptive Management Plan for the Las Vegas Wash); that includes strategies for a flexible program to address the water quality issues of the Las Vegas Wash, the Las Vegas Bay and Boulder Basin; that includes strategies to enhance the protection of the municipal drinking water source; and that is implementable, reasonably cost effective, environmentally sound, and publicly and politically acceptable."

The Member Agencies of the CWC felt it was important to begin work now on a regional basis to plan and implement the Systems Conveyance and Operations Program for the following reasons:

- *Increasing wastewater flows continue to exceed projections*
- *Water quality regulations grow more stringent each year*
- *Water resources depend upon responsible management of reclaimed water*
- *Failure to act could result in regulatory actions by NDEP and/or permit restrictions that impact our community's future*
- *Increasing flows and new regulations require the utilization of emerging treatment technologies and alternative effluent management strategies*
- *Other agencies depend on the CWC to help address wastewater treatment, water quality protection and reclaimed water distribution issues*
- *Public trust regarding the safety of our primary water resource must be maintained*
- *Water quality in Lake Mead and downstream must be protected*
- *Restoration of LV Wash habitat & future recreation areas depend on our management of reclaimed water*
- *Planning, design and construction of facilities for the future must begin now because of time required for implementation*

This 3 Year Business Plan provides the roadmap to provide for the orderly implementation of the SCOP Project. It provides the annual goals and actions that will need to be completed over the next three years. Since the elements of the SCOP project will not be clearly defined until after the completion of the Final Environmental Impact Statement, no attempt has been made to plan for a longer time period. This plan will be updated annually and, as more is known about the project, the Business Plan will be updated to reflect the elements to be constructed under the SCOP on a longer-term basis.

CLEAN WATER COALITION THREE-YEAR PLAN

GOALS and ACTIONS

FY 2003-2004

1. Complete Organizational and Administrative Structure

Actions:

Lease office space and equip offices. Approximately 1800 square feet of office space has been leased in the Whitney Business Park, located at 1001 Whitney Ranch Drive, in Henderson, NV. It will provide offices, a secretarial/reception area, and conference room. Furnishings and office equipment are budgeted in the CWC Annual Operating Budget for FY 2003-2004, and Member Agencies have offered to contribute surplus equipment.

(a) Occupy dedicated office by October 1, 2003.

Prepare Interlocal Agreement providing services from Member agencies. The current Interlocal Agreement to provide Administrative Services between the CWC and its Member Agencies will expire on June 30, 2004 (except for Human Resources services from the City of Las Vegas). Provisions will need to be made to extend contracts with the Member Agencies.

(a) Renew and extend an amended Interlocal Agreement to provide Administrative Services between the CWC and its Member Agencies by April 15, 2003.

(b) Work with the Clark County Water Reclamation District to hire an accounting officer to provide part times services in accounting to the CWC before June 30, 2004.

(c) Utilize Public Education and Support Services Contract to provide office and administrative support beginning October 1, 2003. The current contract provides for this level of support. With this support in place, the CWC should be able to support administrative functions such as preparations for CWC Board meeting, Citizens Advisory Committees, and other functions.

(d) Consider any additional services that could be contracted or provided by Member Agencies, and have contracts in place by June 30, 2004. These services include additional consulting and engineering services and other clerical and financial support.

2. Complete Draft Environmental Impact Statement and Public Input through the Citizens Advisory Committee Process

Actions:

Complete Draft Environmental Statement. The Draft EIS will complete the first leg of the EIS process. This document will consider the environmental effects of the project and the alternatives will be narrowed to include only those that are viable to continue into the Final EIS process.

(a) Complete Preliminary Draft EIS (PDEIS) by June 2004.

Present the Clean Water Coalition Citizens Advisory Committee recommendations to the CWC Board. The Citizens Advisory process has been a major component of the public outreach program satisfying the need for public input to the program. This group of citizens will provide a set of recommendations to the CWC Board and provide future input to the recommended plan.

(a) Continue Citizens Advisory Committee process and Financial Workgroup process. Finalize recommendations plan and submit to the CWC Board for acceptance by March 2004.
(b) Create Financial Task Force to begin the process of providing financing recommendations to the CWC Board by April 15, 2004.
(c) Complete verification and review of recommendations by May 2004.
(d) Continue with the Citizens Advisory Committee to provide support and public acceptance of recommendations through June 30, 2004.

3. Continue services to complete the EIS and financial plan

Actions:

Determine consulting services necessary to attain Final EIS and Record of Decision. It is expected after the Draft EIS is published by June 30, 2004, there will be a need to continue the EIS process and related engineering support. The current consulting contract with the Black & Veatch Team will expire on June 30, 2004. Additional services will be needed to complete at least one more year of work to attain the Record of Decision.

(a) Determine remaining services, time and costs necessary to bring the EIS to completion by April 2004.

(b) Prepare consulting contract documents, scope of work, and consulting agreement for CWC Board approval by May 2004.

Contract with a financial consulting firm to support the Citizens Advisory Process on recommending financial options. It is expected after the Citizens Advisory Committee makes its recommendations regarding the project alternative(s) there will be a need to further determine financing options, potential funding sources, and possible impacts to sewer rates.

(a) Define scope of services for financial consultant by March 2004.
(b) Select consultant through a RFQ process by April 2004.
(c) Prepare consulting contract documents, scope of work, and consulting agreement for CWC Board approval by April 15, 2004.

Continue Public Outreach activities. After the adoption of the Citizens Advisory Committee recommendations, public outreach efforts will be needed to continue to support that group as it moves on to financial recommendations.

(a) Support the needs of the CAC through the development and implementation of their recommendations (continuing).
(b) Coordinate and support the development of a Financial Task Force by March 2004.
(c) Update and enhance the CWC Web site to include project updates for CWC member agencies, a Members portion of the site, and more detailed project information by April 2004.

4. Annual Operating Budget and Annual Capital Budget

Actions:

Prepare the Annual Operating and Annual Capital Budget for FY 2004-2005. The annual budget for operating and capital is part of the planning process for the CWC. In addition, the budget needs to be prepared in time for the Member agencies to include it in their own budgets and prepare their individual Boards and Councils to approve it.

(a) Prepare and send preliminary tentative budgets to member agencies for inclusion in their own budget documents by November 26, 2003.
(b) Update Conceptual Capital Improvement Plan estimates based on best available information by February 2004.
(c) Prepare Tentative Budget per the Interlocal Cooperative Agreement by March 15, 2004.
(d) Member Agency Governing Boards approve tentative budget by May 2004.

(e) CWC Board hold Public Hearing on tentative budget by May 20, 2004.

(f) Adopt final budget by June 1, 2004.

Business Plan 2003-04 Accomplishments

Complete Organizational and Administrative Structure

- Office space is leased and set up for work and hosting of smaller meetings
- CWC offices have taken responsibility for Board and CAC meetings, including agendas, records, files
- Accounting services are set up to be provided by a dedicated staff member at CCWRD
- Office Administrative support is in place
- Other support contracts for legal, lobbying, etc. are under consideration
- Organization of Member Agency committees and input structure is complete

Complete Draft EIS and Public Input through the CAC Process

- The Preliminary Draft EIS is on schedule to be completed by May 2004
- Supporting Engineering reports are being wrapped up and will be final or near final by March 2004
    - Effluent Interceptor Preliminary Design Report
    - Process Improvements Report
    - Water Quality Modeling Report
- The CWCCAC recommendations were approved by the CWCCAC and accepted by the CWC Board on February 19, 2004
- The CWC Manager and other managers are meeting in the W3 process in January 2004
- A recommendations verification panel and additional water quality modeling verification will be completed by May 2004

Continue to define the Project and attain a final EIS

- Additional Scope of Services and Contract to finish the EIS will begin in March 2004
- A scope of work for future financial consulting and modeling will be started in March 2004

Annual Operating and Capital Budget preparation

- Preliminary Tentative budgets were delivered to Member Agencies in November 2003
- Conceptual Cost Estimates for a likely project scenario are complete
- A tentative budget has been supplied to the Member agencies by the due date of March 15, 2004

FY 2004-2005

1. Complete project basic permitting activities

Actions:

Complete the required activities to move the Draft EIS to the Final EIS stage.

(a) Submit PDEIS to Federal Agencies by August 2004.
(b) Draft EIS published by October 2004.
(c) Comment Period Ends on January 20, 2005.
(d) Submit Preliminary Final EIS document by June 30, 2005.

Obtain approvals from Nevada Division of Environmental Protection.

(a) Commence program to determine beneficial uses, standards, and any modifications needed by July 2004.
(b) Determine remaining information to be submitted as part of the approval process by July 2004.
(c) Prepare and submit to NDEP modeling, aquatic life studies, and other supporting studies to support approval of strategies by June 2005.

2. Assess Program Management needs and Design Opportunities

Actions:

Assess the project size and complexity to determine Program Management needs. Once the preferred alternative is set in the EIS process and enough information is gained as to the size and complexity of the project, it will be necessary to determine what level of project management will be necessary.

(a) Determine likelihood of a preferred alternative by March 2005.

(b) Determine project breakdown, based on size, common function and optimum cost package size for elements by March 2005.

(c) Determine what project management method should be employed by March 2005.

Assess opportunities for early design of Effluent Interceptor and early pre-design of selected Lake Conveyance System. Multiple consulting firms will be used for project management, facility design, and associated functions. The Preliminary Design Report for the Effluent Interceptor portion of the project is nearly complete. If any pipeline option is selected, this portion of the project is a common element that could begin design and be ready for construction as soon as the Record of Decision is obtained. Additionally, if the EIS process permits, elements of the Lake Conveyance System could start pre-design efforts.

(a) Assess the project direction and status of the Effluent Interceptor and Lake Conveyance System based on selected alternatives and comments received in the EIS by January 2005.

(b) Establish breakdown elements of the Effluent Interceptor by January 2005.

(c) Based on project progress and EIS comments obtain authorization from the CWC Board to proceed with requests for proposals from Design Firms by January 2005.

(d) Select design firms, negotiate contracts, and obtain CWC Board approval and Notice to Proceed by March 2005.

3. Establish Financial Plan

Actions:

Determine project costs and scheduling, to determine financial plan. As soon as the basic alternatives are established in the EIS, a project Capital Improvement Plan and schedule can be estimated and a specific financial plan can be established.

(a) Establish estimated draft project CIP and schedule by January 2005.

(b) Based on Draft CIP, work with CWC Member Agencies to establish a financing plan by June 2005.

(c) Consider any Nevada legislative initiatives for bonding by October 2004.

(d) Pursue federal funding through use of a lobbyist, and coordinate with other local agencies.

(e) Prepare Draft Tentative FY 2005-06 Annual Operating and Capital Budgets for Member Agency distribution by November 15, 2004.

(f) Prepare Fiscal Year 2005-2006 Annual Operating and Capital Budgets for Member Agency and Board approval by March 15, 2005.

4. Continue Public Outreach in support of the EIS and other activities

Actions:

<u>Continue Public Outreach Efforts</u>. After the CWC's Citizens Advisory Committee has completed their recommendations, outreach efforts will be needed for implementation. In addition, other public outreach efforts currently in process must be continued in support of the EIS and other local support.

(a) Support the needs of the CAC through the development and implementation of their recommendations.

(b) Support the Financial Task Force and finalization of their recommendations by December 2004.

(c) Provide public outreach and coordination of public meetings for the Environmental Impact Statement by October 2004.

(d) Develop a comprehensive outreach program for the implementation of the CAC recommendations by December 2004.

(e) Garner public and political support from key individuals and stakeholder organizations necessary for the implementation of CWC projects.

FY 2005-2006

1. Complete project basic permitting activities

Actions:

<u>Complete the required activities to complete the Final EIS and complete a Record of Decision.</u>

(a) Complete the federally mandated steps to Final EIS.

(b) Final Record of Decision by October 2005.

(c) Seek authorizations and obtain permits from NDEP and other regulatory agencies to begin construction by December 2005.

2. Finalize Project CIP and Project Management

Actions:

<u>Finalize a Capital Improvement Plan for the complete Project.</u> Once a Record of Decision is obtained, the final alternative will be selected and a final Capital Improvement Plan and Schedule can be determined.

(a) Determine final project work breakdown structure and schedule by September 2005.

(b) Assess breakdown of project into common elements and biddable sizes to determine individual projects by November 2005.

(c) Select design firms and begin major design work by February 2006.

(d) Select and hire Project Management firm (if necessary) by December 2005.

3. Begin Construction for portions of the project

Actions:

<u>Begin Construction of the Effluent Interceptor.</u> The effluent interceptor design portion of the project may be complete by January 2006. Construction of that portion of the project will then be set to begin.

(a) Finish Effluent Interceptor Design and bid documents by January 2006.

(b) Obtain construction bids for the separate construction elements by April 2006.

(c) Begin construction by June 2006.

4. Public Outreach

Actions:

<u>As the project nears final permitting and construction phases, Public Outreach efforts</u>

will be directed at continuing support of the implementation plan, including construction activities.

(a) Develop a comprehensive outreach program for the implementation of the project implementation plan and the beginning of the SCOP construction phase by January 2006.

(b) Continue to garner public and political support from key individuals and stakeholder organizations necessary for the construction of CWC projects.

FY 2006 - 2007

Construction of Effluent Interceptor
Design of Lake Conveyance System
Begin formation of Operations and Maintenance Plan

FY 2007- 2008

Complete construction of Effluent Interceptor
Begin Construction of Lake Conveyance System
Complete Operations and Maintenance Plan

FY 2008- 2011

Complete construction of Lake Conveyance System

Three-year plan calendar

FY 2003-2004

October 1, 2003: Occupy dedicated office

October 1, 2003: Utilize Public Education and Support Services Contract to provide office and administrative support

November 26, 2003: Prepare and send preliminary tentative budgets to member agencies for inclusion in their own budget documents

February 2004: Update Conceptual Capital Improvement Plan estimates based on best available information

March 2004: Define scope of services for financial consultant

March 2004: Finalize CAC recommendations plan and submit to the CWC Board for acceptance

March 2004: Coordinate development of Financial Task Force

March 15, 2004: Prepare Tentative Budget per the Interlocal Cooperative Agreement

April 15, 2004: Prepare financial consulting contract documents, scope of work, and consulting agreement for CWC Board approval

April 15, 2004: Create Financial Task Force

April 15, 2004: Renew and extend amended Interlocal Contract to provide Administrative Services

April 2004: Select Financial consultant through a RFQ process

April 2004: Update and enhance CWC web site

April 2004: Determine remaining services, time and costs necessary to bring the EIS to completion

May 2004: Member Agency Governing Boards approve tentative Budget

May 2004: Complete verification of CAC Recommendations

May 2004: Prepare engineering consulting contract documents, scope of work, and consulting agreement for CWC Board approval

May 20, 2004: CWC Board hold Public Hearing on tentative budget

June 1, 2004: Adopt final budget

June, 2004: Complete Preliminary Draft EIS (PDEIS)

June 30, 2004: Hire an accounting officer through CCWRD for part time services to CWC

June 30, 2004: Consider other services that could be contracted or provided by Member Agencies, and have contracts in place

June 30, 2004: Citizens Advisory Committee continue to provide support and public acceptance of recommendations

FY 2004-2005

July 2004: Commence program to determine beneficial uses, standards, and any modifications needed

July 2004: Determine remaining information to be submitted as part of the approval process

August 2004: Submit PDEIS to Federal Agencies

October 2004: Publish Draft EIS

October 2004: Provide public outreach and coordination of public meetings for the EIS impact statement

November 15, 2004: Prepare Draft Tentative FY 2005-06 Annual Operating and Capital Budgets for Member Agency distribution

December 2004: Support finalization of recommendations by the Financial Task Force

December 2004: Develop a comprehensive public outreach program for implementation of the CAC and FTF recommendations

January 2005: Assess the project direction and status of the Effluent Interceptor and Lake Conveyance System based on selected alternatives and comments received in the EIS

January 2005: Establish breakdown elements of the Effluent Interceptor

January 2005: Based on project progress and EIS comments obtain authorization from the CWC Board to proceed with requests for proposals from Design Firms

January 2005: Establish estimated draft project CIP and schedule

January 20, 2005: Draft EIS comment period ends

March 2005: Determine likelihood of a preferred alternative

March 2005: Determine project breakdown, based on size, common function, optimum cost package size for elements

March 2005: Determine what project management method should be employed

March 2005: Select design firms, negotiate contracts, and obtain CWC Board approval and Notice to Proceed

March 15, 2005: Prepare Annual Operating and Capital Budgets for Fiscal Year 2005-2006

June 2005: Prepare modeling, aquatic life studies and other supporting studies to support permitting strategies

June 2005: Based on Draft CIP, work with CWC Member Agencies to establish a financing plan

June 30, 2005: Preliminary Final EIS submittal

FY 2005-6

September 2005: Determine final project work breakdown structure and schedule

October 2005: Final Record of Decision for EIS

November 2005: Assess breakdown of project into common elements, biddable sizes, to determine individual projects

December 2005: Seek authorization and permits to begin construction

December 2005: Select and hire Project Management Firm (if necessary)

January 2006: Finish Effluent Interceptor Design and bid documents

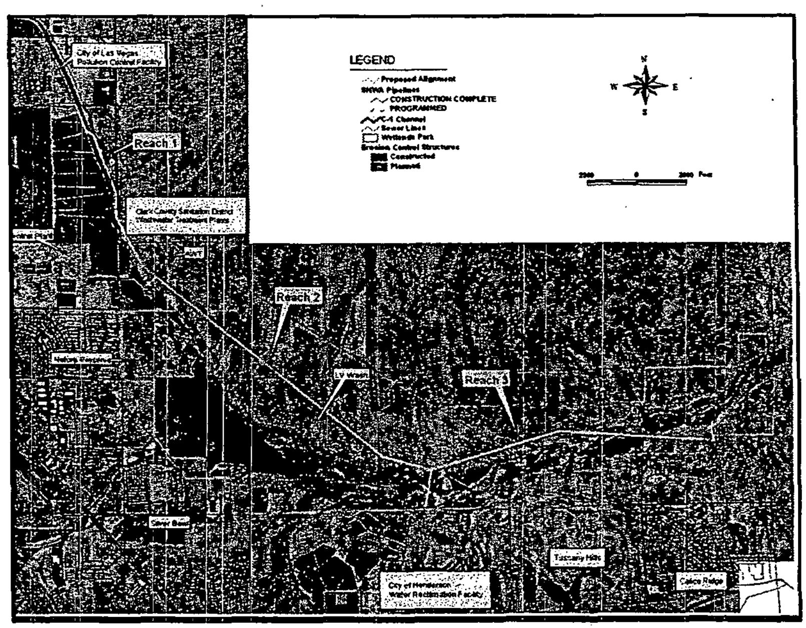
January 2006: Develop comprehensive public outreach program for construction phase

February 2006: Select design firms and begin major design work

April 2006: Obtain construction bids for the separate construction elements

June 2006: Begin construction

APPENDIX A: TERMS AND ACRONYMS



Annual Capital Budget--All obligations expected to require cash in a fiscal year pertaining to Capital Costs.

Annual Operating Budget--All obligations expected to be paid in cash in a fiscal year pertaining to operating the CWC facilities and conducting the business of the CWC, other than Capital Costs

CAMP (Comprehensive Adaptive Management Plan)--The CAMP is the document developed by the LVWCC which is a comprehensive plan to address land and water resource management in the Las Vegas Wash.

Capital Costs--The cost of constructing, financing, acquiring, planning, designing, permitting (including environmental review and any mitigation costs and filing fees), CWC facilities, and funding of reasonable construction reserves

CCWRD--Clark County Water Reclamation District

CIP--Capital Improvement Plan

Clean Water Act (CWA)--The Clean Water Act (also known as the Federal Water Pollution Control Act Amendments of 1972 - Public Law 92-500) is the federal law that sets the national water quality policy and regulations for the United States.

Conventional Constituents--Conventional constituents are those compounds that are normally considered pollutants and are removed in conventional wastewater treatment processes. Normally these are suspended solids, biochemical oxygen demand, phosphorus, and nitrogen.

CWC--Clean Water Coalition

CWCCAC - Clean Water Coalition Citizens Advisory Committee--The CWCCAC is the 27-member committee comprised of persons representing a cross-section of the community, which formed the recommendations for project alternatives for the SCOP.

Effluent--The final water that has been produced from wastewater that has been collected and treated to a high level in order to meet environmental standards. (also known as Reclaimed Water)

Effluent Conveyance System--A system of pipes, tunnels, diffusers, and other appurtenant structures used to convey treated wastewater effluent for final discharge into Lake Mead.

Effluent Interceptor--A pipeline and tunnel which is used to collect and convey treated wastewater effluent from the CWC Member Agency facilities to the Effluent Conveyance System.

Endocrine Disruptors--Chemical and natural substances which imitate natural hormones and can disrupt the normal reproductive system of organisms.

Environmental Impact Statement (EIS)--An EIS is the document required under the National Environmental Policy Act of 1969, whenever a project may require Federal actions. The EIS is required to evaluate the environmental impacts and mitigation for various project alternatives and arrive at a preferred alternative.

FY--Fiscal year (July 1 through June 30 for CWC)

Lake Conveyance Diffuser--The Lake Conveyance Diffuser is the final element in the Effluent Conveyance System. It is used to disperse and mix effluent at the point of discharge to Lake Mead.

LMWQF - Lake Mead Water Quality Forum--The LMWQF is a forum of local, state and federal agency representatives that have an interest in coordinating environmental issues for the Las Vegas Wash and Lake Mead. It was formed in February 1997 and is lead by the NDEP.

LVWCC - Las Vegas Wash Coordination Committee--The LVWCC was created in September 1998, and is a 28 member group representing local, state, federal agencies, along with members of the public, business people, and environmental groups. The committee was charged with researching and analyzing issues related to the Las Vegas Wash. The LVWCC developed the CAMP.

Member Agencies--The Clean Water Coalition's member agencies are the Clark County Water Reclamation District, the City of Las Vegas and the City of Henderson.

National Permit Discharge Elimination System (NPDES)--This is the name of the program under the CWA which allows for the issuance of permits for discharge of treated wastewater effluent.

NDEP--Nevada Division of Environmental Protection

NRS--Nevada Revised Statutes

O&M--Operations & Maintenance

PDEIS--Preliminary Draft Environmental Impact Statement

Record of Decision (ROD)--The ROD is the final document issued by the federal lead agency, approving the preferred alternative from the EIS.

Regional Storm Water permits--Also know as the Municipal Separate Storm Sewer System (MS4) permit. In response to the 1987 Amendments to the Clean Water Act (CWA), the U.S. Environmental Protection Agency developed Phase I of the NPDES Storm Water Program in 1990, and Phase II in 1999, which regulates discharge of storm water flows to the environment.

RFQ--Request For Qualifications

SNWA--Southern Nevada Water Authority

SWAC--Sewage and Wastewater Advisory Committee

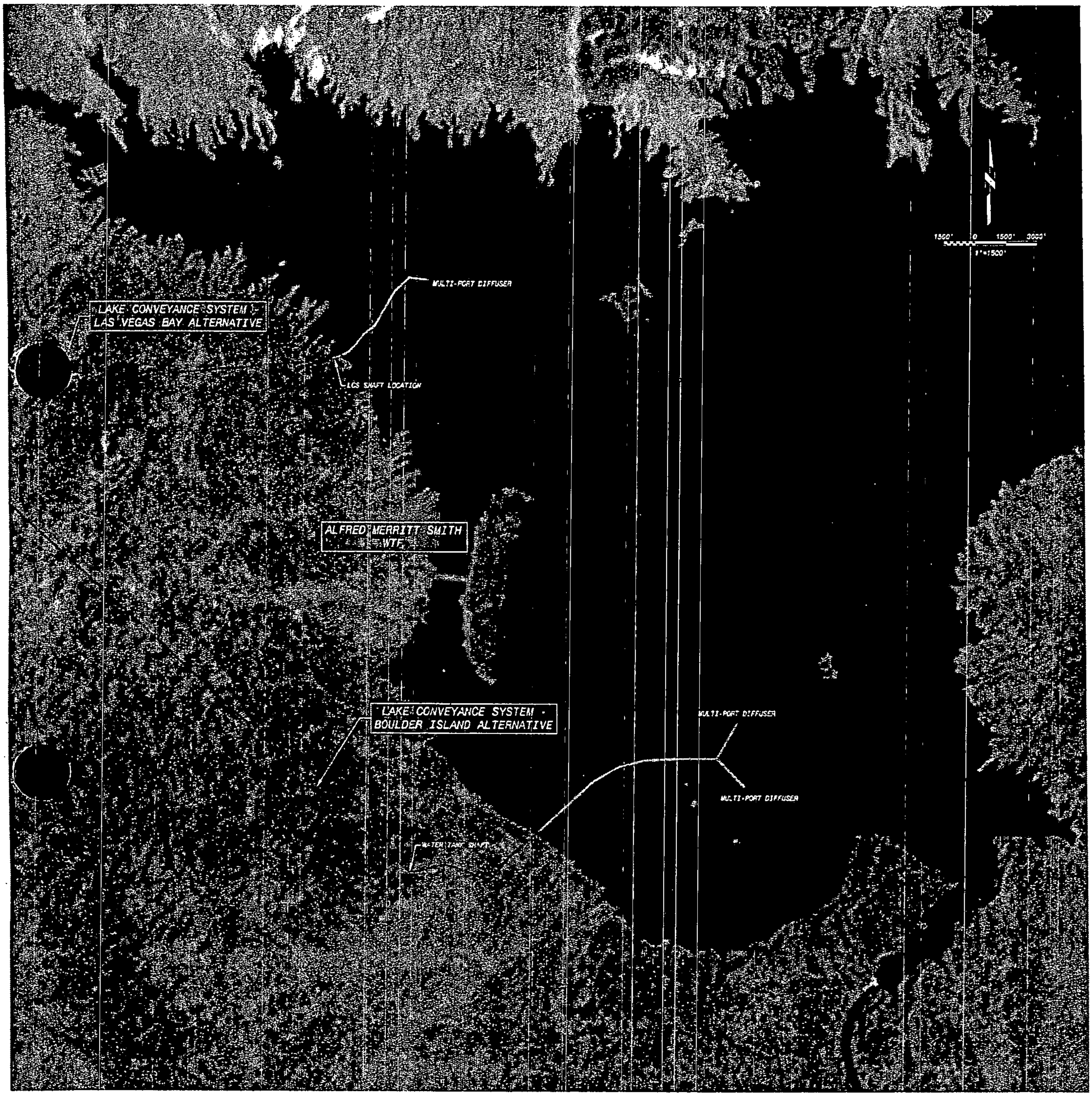
Systems Conveyance and Operations Program (SCOP)--The project initiated to address the need to provide new discharge alternatives to protect water quality in the Las Vegas Wash and Las Vegas Bay of Lake Mead.

W3 Process--A combination of the wash, wastewater reuse and wetlands agencies brought together to coordinate and manage overlapping areas, to synchronize their efforts, and to be aware of the efforts of the other agencies

Appendix B: SCOP Project Map

This map details the proposed development of the Systems Conveyance & Operations Program (SCOP), including the potential alternate discharge area at Boulder Islands (as recommended in CWCCAC Recommendation #2). Also shown is the Las Vegas Bay alternative, which ranked second in the CAC's alternative ranking process.

SCOP Project Map



CleanWater
COALITION
Solutions for Clean Water Management

Clean Water Coalition

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Chip Maxfield
CWC Chairperson
Board Chairman,
Clark County Water Reclamation District

Larry Brown
CWC Vice Chairperson
Councilman,
City of Las Vegas

Steven Kirk
CWC Secretary
Councilman,
City of Henderson

Clark County Water Reclamation DISTRICT

A Place To Call Home

www.cleanwatercoalition.com

March 2004

City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the Clean Water Coalition, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District allowing these member agencies to provide different types of support services such as financial, legal, and human resources to the Clean Water Coalition - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Clean Water Coalition (CWC) has been formed and a permanent Program Administrator has been hired. However, support services are still needed from the three member agencies, to carry out the daily affairs of the organization. This agreement allows the member agencies to provide those services until the agreement expires June 30, 2009 or until the services are no longer needed from the agencies.

RECOMMENDATION:

The Director of Public Works recommends that the City Council approve this interlocal agreement

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58 **APPROVED under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:29 – 9:31)

1-772

ACTION TAKEN
not signed as of 5/21/04 vwd
Date

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and among the Clean Water Coalition, a political subdivision of the State of Nevada created by an Interlocal Agreement on the 20th day of November, 2002 ("CWC"), the City of Henderson ("Henderson"), the City of Las Vegas ("Las Vegas") and the Clark County Water Reclamation District ("District"). Henderson, Las Vegas and the District may collectively be referred to as "Members."

Recitals

1. The CWC currently has minimal staffing and is in need of certain administrative and legal services which can be provided by the Members in accordance with the terms of this Agreement.

2. The Members are willing to undertake, on behalf of the CWC, the activities set forth in this Agreement for each Member to perform.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. District's Responsibilities under this Agreement:

1.1 The District will make its staff and resources available to the CWC to support the Program Administrator in carrying out the administrative functions of the CWC, which shall consist of the following:

(a) Fiscal services, including collecting CWC funds, banking CWC funds or depositing such funds in separate accounts provided CWC funds are identified and are available for CWC use at all times, disbursing CWC funds as authorized within the budget approved by the CWC Board, and preparation and filing such financial forms and information with relevant public agencies as required by law.

1.2 The District may undertake such additional administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the Program Administrator, provided the District is agreeable to performing such duties.

1.3 The District shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expenses. Invoices shall be paid by the CWC within thirty (30) days of receipt.

2. Las Vegas' responsibilities under this Agreement:

2.1 Las Vegas agrees that its Human Resources Department and benefits administration resources will be available to the CWC for employee benefits and pension plan enrollment for all CWC employees.

2.2 Las Vegas may undertake such additional administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the Program Administrator, provided Las Vegas is agreeable to performing such duties.

2.3 Las Vegas shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis render a reasonably itemized statement to the CWC of such time and expenses. Invoices shall be paid by the CWC within thirty (30) days of receipt.

3. Henderson's responsibilities under this Agreement:

3.1 Henderson agrees to furnish outside legal counsel to the CWC who shall attend all CWC Board meetings, advise the CWC on legal matters pertaining to its operation, assist in preparing documents, agendas, agreements and all other legal matters needed by the CWC. Henderson has advised the parties to this Agreement that it intends to hire Mr. Robert W. Marshall, senior partner of the law firm of Marshall, Hill, Cassas and de Lipkau, located in Reno, Nevada, to act as counsel to the CWC. Any change in legal counsel shall be subject to approval of the CWC Board.

3.2 Henderson may undertake such additional administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the Program Administrator, provided Henderson is agreeable to performing such duties.

3.3 Henderson shall maintain records of its staff time, bills rendered by legal counsel, and records of its resources and expenses attributable to its work described herein, and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expense. Invoices shall be paid by the CWC within thirty (30) days of receipt.

4. Miscellaneous

4.1 This Agreement shall continue until otherwise agreed by all the parties.

4.2 Any service agreed to be provided by any Member to the CWC hereunder may be terminated either by the CWC Board or by the member providing such service on thirty (30) days' written notice, except that the provisions of Sections 4.1 and 4.2 shall not apply to employee benefit packages for existing CWC employees on the dates described in Sections 4.1 and 4.2 which are administered by Las Vegas pursuant to Section 2.1 hereof. Such employee benefit packages may only be changed by mutual consent of Las Vegas and the CWC Board.

4.3 Reimbursable costs under this Agreement shall not exceed authorizations contained in approved CWC budgets without specific CWC Board approval.

4.4 All materials developed and prepared for or acquired by the CWC during the performance of services under this Agreement, including, without limitation, all finished or unfinished documents, research, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs and reports, shall be the property of the CWC.

4.5 All costs, expenses or charges which are invoiced to the CWC from time to time by the parties hereto, shall represent, as nearly as can be reasonably calculated, the actual cost of the party with respect to the items invoiced, it being the express intent of the parties that no party hereto shall knowingly profit from the services herein agreed to be rendered to the CWC.

4.6 Each of the parties hereto is an independent contractor and not an employee of the CWC.

4.7 This Agreement shall be construed in accordance with Nevada law.

4.8 No party shall assign its rights hereunder nor delegate its duties hereunder, except as provided herein, without the written consent of all parties hereto.

4.9 This Agreement shall be effective July 1, 2004.

4.10 This agreement shall terminate on June 30, 2009.

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IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _______________, 2004.

Approved as to form:

Robert W. Marshall, counsel
for Clean Water Coalition

CLEAN WATER COALITION

By________________
Chip Maxfield Chairman

Attest:

____
Shirley B. Parraguirre Clerk

Approved as to form:

____
Paul Johnson Deputy District Attorney

CLARK COUNTY WATER
RECLAMATION DISTRICT

By________________
Peter M. Archuleta General Manager

Attest:

____
Monica Simmons City Clerk

Approved as to form:

____
Shauna Hughes City Attorney

THE CITY OF HENDERSON

By: ________________
James B. Gibson Mayor

Attest:

____
Barbara Jo Ronemus City Clerk

Approved as to form:

____
Bradford R. Jerbic City Attorney

THE CITY OF LAS VEGAS

By: ________________
Oscar B. Goodman Mayor