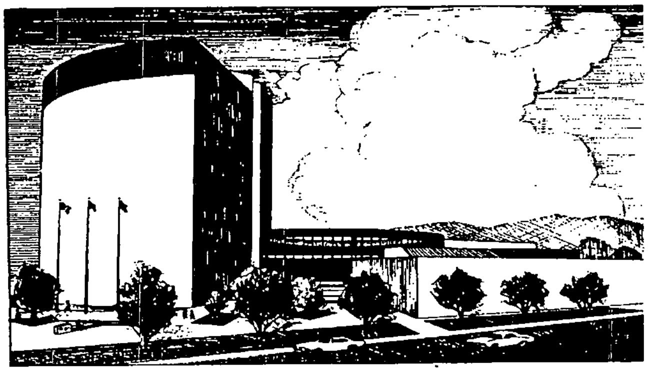

MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL
Meeting of

MAY 19, 2004

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN	☒	☐	☐
WARD 2 SEAT VACANT	☐	☒	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILWOMAN JANET MONCRIEF	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: July 21, 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 **13th** day of **May, 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 **19th day of May, 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

13th day of MAY, 2004

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
JO A. WILLIAMS
My Appointment Expires
January 12, 2006
No. 98-0389-1

AFFIDAVIT OF POSTING
(Posting 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 **13th** day of **May, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **19th day of May, 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

lark

RE

T

rn to before me this

4 ______, 2004

nd for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
JO A WILLIAMS
My Appointment Expires
January 12, 2006
No. 98-0389-1

City of Las Vegas

CITY COUNCIL AGENDA

MAY 19, 2004
TABLE OF CONTENTS

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), VACANT (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.

MAY 19, 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 - THE REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CENTENNIAL HIGH SCHOOL'S ROTC UNIT FOR EARNING NATIONAL AWARDS
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF RUTH DESKIN ELEMENTARY SCHOOL STUDENTS FOR EARNING THE AMERICAN PRIDE AWARD
- RECOGNITION OF CITY'S CONSERVATION EFFORTS
- RECOGNITION OF DELTA SIGMA THETA SORORITY INC.
- RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK
- RECOGNITION OF THE NEVADA CARPENTER'S UNION SAFETY 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 Meeting of March 17, 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 - CONSENT

3. Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

4. Approval of modification of Intergovernmental Agreement with the U.S. Marshal Service to establish a permanent fixed rate of $71.85 for a jail-day rate covering a period of two years, effective April 1, 2004 and expiring March 31, 2006

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

6. Approval of Notice of Intent to Augment the Fiscal Year 2004 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed $20,000,000

7. Approval of a Special Event License for Boricua Association of Las Vegas, Location: Lorenzi Park, 3333 West Washington Avenue, Date: May 30, 2004, Type: Special Event Beer/Wine, Event: Memorial Day Festival, Responsible Person in Charge: David Rosado - Ward 5 (Weekly)

8. Approval of a new Supper Club License, Memphis Championship Barbecue No. 4, Inc., dba Memphis Championship Barbecue No. 4, Inc. subject to the provisions of the fire codes and Health Dept. regulations, 1401 South Rainbow Boulevard, Charles R. Hart, Jr., Dir, Pres, 30%, James M. Mills, Dir, 30%, Carlos D. Silva, Dir, Secy, 10%, Danny O. Volland, Dir, 30%, Anthony J. Faso, Treas - Ward 1 (Moncrief)

9. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License, From: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, Hue T. Do, Dir, Pres, Secy, Treas, 100%, To: Mayolos, Inc., dba Mayolo's Authentic Mexican Food, 220 West Sahara Avenue, Fermin C. Carrillo, Dir, Pres, 50%, Arturo C. Carrillo, Secy, Treas, 50% - Ward 1 (Moncrief)

10. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: NACMI (A Nevada Corp), Jessie A. Berryman, Dir, Pres, 25%, Linda B. Pease, Dir, Secy, 50%, William T. Berryman, Dir, Treas, 25%, To: Pounders, Inc., dba Pounders Sports Lounge, 330-332 West Sahara Avenue, Aaron M. Ries, Dir, Pres, Secy, Treas, 50%, Mary N. Ries, Dir, 50% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Triple Threat Entertainment, Robert R. Black, Dir, Pres, 43%, Barry R. Moore, Dir, Secy, 43%, Kathleen Lofland, Dir, Treas, 14%, To: Woofer Gaming Incorporated, dba Smoke Ranch Junction, 2425 North Rainbow Boulevard, Kenneth C. Droog, Dir, Pres, and Susan L. Droog, Dir, Secy, Treas, 100% Joint Tenancy With Right of Survivorship - Ward 6 (Mack)

12. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, From: Arizona Charlie's, Inc., Carl C. Icahn, COB, Pres, Secy, Treas, Ronald P. Lurie, EVP, Asst. Secy, Gen Mgr, Nybor Limited Partnership, 100%, Barbery Corp., Gen Ptnr, 1.01%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, Starfire Holding Corporation, Limited Ptnr, 98.9%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, To: Arizona Charlie's, LLC, dba Arizona Charlie's Decatur, 740 South Decatur Boulevard, Ronald P. Lurie, Gen Mgr, Charlie's Holding, LLC, Mmbr, 100% - Ward 1 (Moncrief)

13. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Maxco, Inc., Russell E. Davies, Dir, Pres, Secy, Treas, 100%, To: Wuff, Inc., dba Andy Capz Pub, 1631 North Decatur Boulevard, Jon R. Huff, Mgr, Mmbr, 57%, Todd P. Wellman, Mgr, Mmbr, 43% - Ward 5 (Weekly)

14. Approval of Change of Location for a Slot Operator Gaming License, Capado Gaming Corporation, dba Capado Gaming Corporation, From: 2131 Industrial Road, To: 1541 West Oakey Boulevard, Doyle J. Davis, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

15. Approval of Change of Location for a Locksmith License, Ronnell B. Sellars, dba ACME Auto Lockout, From: 3909 Biddle Street, To: 2528 Sierra Luna Avenue, #104, Ronnell B. Sellars, 100% - Ward 5 (Weekly)

16. Approval of award of Bid No. 040253-TG, Annual Requirements Contract for Pedestrian Signal Face Modules - Department of Public Works - Award recommended to: TRASTAR, INC. (Estimated annual amount $400,000 - General Fund)

17. Approval of award of Contract No. 040228, Third Party Collection Agency Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($250,000 - General Fund)

18. Approval of award of Contract No. 040341, Mercury Interactive Corporation U. S. Master Purchase Agreement - Department of Information Technologies - Award recommended to: MERCURY INTERACTIVE COPORATION ($185,000 – Computer Services Internal Service Fund)

19. Approval of award of Contract No. 040229, First Party Debt Receivables Management Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($150,000 - General Fund)

20. Approval of award of Contract No. 040124, Emergency Medical Services (EMS) Transport Billing Services - Department of Fire and Rescue - Award recommended to: MERCY, INC., dba AMERICAN MEDICAL RESPONSE ($150,000 - General Fund)

21. Approval of revision to purchase order 218172 to Collection Agency Services Agreement - Municipal Court - Award to: NCO FINANCIAL SYSTEMS, INC. ($143,000 - General Fund)

22. Approval of revision to purchase order 218251 for annual requirements contract for liquid aluminum sulfate - Department of Public Works - Award to: THATCHER CO. OF NEVADA ($100,000 - Sanitation Enterprise Fund)

23. Approval of Modification No. 1 for Traffic Signal Systems Consulting Services - Department of Public Works - Award to: ORTH-RODGERS & ASSOCIATES, INC. ($297,900 - LVACTS Special Revenue Fund)

24. Approval of award of Contract No. 040334 for Parking Citation Hearing Officer Services - Department of Finance and Business Services - Award recommended to: ROGER L. HARRIS, ESQ. ($80,000 - Parking Enterprise Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

25. Approval of revision to purchase order 219386 for installation of access control system hardware - Department of Detention and Enforcement - Award to: DIEBOLD, INC. ($63,324 - City Facilities Capital Projects Fund and General Fund)

26. Approval of award of Contract No. 040335, Leadership Academy Program Development Services - Department of Human Resources - Award recommended to: MANAGEMENT EDUCATION GROUP ($49,910 - General Fund)

27. Approval of award of Contract No. 040200, Laboratory Services Agreement - Department of Fire and Rescue - Award recommended to: QUEST DIAGNOSTICS ($46,000 - General Fund)

28. Approval of issuance of a purchase order for Symantec Antivirus Software, Support and Maintenance - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (Estimated annual amount of $30,000 - Computer Services Internal Service Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval of an Interlocal Agreement between the City of Las Vegas and the City of Henderson for the transfer of interoperable radio equipment for public safety communications - All Wards

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

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

32. Approval of a Secondary User's Agreement between the City of Las Vegas and Desert Springs Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

33. Approval of a Secondary User's Agreement between the City of Las Vegas and Lake Mead Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

34. Approval of a Secondary User's Agreement between the City of Las Vegas and Mountain View Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

35. Approval of a Secondary User's Agreement between the City of Las Vegas and Catholic Healthcare West, dba St. Rose Dominican Hospitals, for the transfer of interoperable radio equipment for public safety communications - All Wards

36. Approval of a Secondary User's Agreement between the City of Las Vegas and Sunrise Hospital and Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

37. Approval of a Secondary User's Agreement between the City of Las Vegas and University Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

38. Approval of payment for a permanent partial disability award - Claim #WC03110274 - as required under the workers' compensation statutes ($35,499 - Workers' Compensation Internal Service Fund

LEISURE SERVICES DEPARTMENT - CONSENT

39. Approval to accept grant funds in the amount of $150,000 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for the redevelopment of the Historic Downtown Post Office - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of an Engineering Design Services Agreement with Parsons Brinckerhoff Quade & Douglas, Inc. for engineering design services for North Valley Mountain Edge Parkway ($950,088 - Regional Transportation Commission) - Wards 4 and 6 (Brown and Mack)

41. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage, trail and streetscape amenity purposes on portions of land lying within the south half of Section 12, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located on the north side of the Grand Teton Drive alignment, between the Hualapai Way alignment and Puli Road alignment, APN 126-12-000-001 - Ward 6 (Mack)

42. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northwest Quarter of Section 3, Township 21 South, Range 60 East, Mount Diablo Meridian, generally located along Del Rey Avenue and the Holmby Avenue alignment approximately 300 feet east of Buffalo Drive, APN 163-03-101-003 - Ward 1 (Moncrief)

43. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of Gilcrease Avenue and the south side of Grand Teton Drive east of Tee Pee Lane, the east side of Tee Pee Lane and the west side of Fort Apache Road between Grand Teton Drive and Gilcrease Avenue, APNs 125-18-501-006 and -014 – Ward 6 (Mack)

44. Approval of a Right of Way Grant for Fire Hydrant Purposes to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 29, Township 20 South, Range 60 East, Mount Diablo Meridian for two fire hydrant easements for the Durango Drive, Westcliff Drive to Vegas Drive Road Project, located on the west side of Durango Drive, APNs 138-29-601-003 and 138-29-501-007 – Ward 4 (Brown)

45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Joseph Procida, owner (southeast corner of Solar Avenue and Conquistador Street, APN 125-18-401-013 and 125-18-401-014) - County (near Ward 6 - Mack)

46. Approval of an Encroachment Request from Peterson Properties Real Estate Services, Incorporated, on behalf of PP Land Limited Partnership, owner (Durango Drive at El Captian Way) - Ward 6 (Mack)

47. Approval of an Encroachment Request from Rebel Oil Company on behalf of SH Corner, LLC, owner (northeast corner of Hualapai Way and Sahara Avenue) - Ward 2 (Vacant)

48. Approval of an Encroachment Request from JHR Associates on behalf of Soho Lofts, LLC, owner (southwest corner of Hoover Avenue and Las Vegas Boulevard) - Ward 5 (Weekly)

49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Quencia Inc, owner (northwest corner of Grand Canyon Drive and Elkhorn Road, APN 125-19-102-008) - County (near Ward 6 - Mack)

50. Approval of an Encroachment Request from VTN Nevada on behalf of SCC-Canyon, LLC, owner (northeast corner of Hualapai Way and Farm Road) - Ward 6 (Mack)

51. Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 per year - Revolving Special Improvement District Fund) - All Wards

52. Approval of a First Amendment to a Professional Services Agreement with C+B Nevada, Inc. for additional design services of the Detention Culinary Upgrade located at 3300 Stewart Avenue between Mojave Road and Pecos Road ($26,800 - Detention Capital Project) - Ward 3 (Reese)

53. Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding for the Las Vegas Wash activities for FY2004-2005 ($275,044 - Sanitation Fund) – County

RESOLUTIONS - CONSENT

54. R-87-2004 – Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) ($166,839.98 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

55. R-88-2004 – Approval of a Resolution Authorizing the City Manager to Approve and Execute Certain Contracts, Contract Modifications and Renewal Options and Authorizing the Delegation of that Authority to the Deputy City Managers and Certain Department Directors, Designating the Purchasing and Contracts Manager as the City Council's Authorized Representative for Purposes of Chapter 332 and 338, and providing for other matters properly related thereto

56. R-89-2004 – Approval of a Resolution Adopting a Procedure for the Protest of the Proposed Award of a Contract

57. R-90-2004 - Approval of a resolution setting forth the intent of the City of Las Vegas, Nevada, to reimburse out of bond proceeds the cost of a project (Union Park, formerly known as the 61-Acres) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

58. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)

60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

61. Approval of Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

62. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

63. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)

64. Approval to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

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

66. Report on the City of Las Vegas' participation in the e-government internet portal project - All Wards

ADMINISTRATIVE - DISCUSSION

67. Discussion and possible action to ratify Scott Adams as Director of the Office of Business Development ($133,000 - General Fund)

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Andrea M. Robertson, 3028 Vegas Drive, Las Vegas, Nevada 89119

69. Discussion and possible action on Appeal of Work Card Denial: Tamara Lynn Carrera, 555 E. Silverado Ranch, Apt. #1062, Las Vegas, Nevada 89123

70. Discussion and possible action on Appeal of Work Card Denial: Don L. Hampton, 893, W. Balzar, Las Vegas, Nevada 89106

71. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Tina P. Morton, 305 Bonanza Way, Las Vegas, NV 89101

72. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Keith L. Brooks, 825 Camden Lane Court, North Las Vegas, Nevada 89030

73. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Caren Lynn Lopez, 4421 W. Washington Avenue, Las Vegas, NV 89107

74. Hearing, 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

75. Discussion and possible action regarding Change of Ownership and Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: Mario's Northtown Market, Incorporated, dba Mario's Westside Market, Samuel G. Johnson, Jr., Dir, Pres, and Carol A. Johnson, Dir, Secy, Treas, 100% jointly as husband and wife, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard, Maruilio Berlanga, Jr., Mmbr, 50%, William R. O'Connor, Mmbr, 50% - Ward 5 (Weekly)

76. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Russell E. Coelho, dba Ohana Martial Arts Academy, 4838 West Lone Mountain Road, Russell E. Coelho, 100% - Ward 6 (Mack)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

77. Discussion and possible action to establish policies and procedures to address properties that are declared an imminent hazard - All Wards

PLANNING AND DEVELOPMENT DEPARTMENT - DISCUSSION

78. Discussion and possible action to rescind a previous approval of a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue, Ward 1 (Moncrief)

79. Discussion and possible action on a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - DISCUSSION

80. Discussion and possible action on a request to install speed humps on Monroe Avenue between Lamb Boulevard and Marion Drive ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

81. Discussion and possible action on a request to install speed humps on Van Buren Avenue between Marion Drive and Nellis Boulevard ($13,000 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

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

83. ABEYANCE ITEM - CLARK COUNTY DISTRICT BOARD OF HEALTH – Sherry Colquitt, Term Expiration 5-15-2004

84. Discussion and possible action on the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2005

REAL ESTATE COMMITTEE - DISCUSSION

85. Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to –102 and –105 to -110 (receipt of $50,000 deposit) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

86. Bill No. 2004-30 – Requires merchants to make certain disclosures in connection with the sale of motorized scooters and motorized skateboards. Sponsored by: Councilman Michael Mack

87. Bill No. 2004-31 – Prohibits the breeding or training of animals for the purpose of using them in an animal fighting venture. Sponsored by: Councilman Michael Mack

88. Bill No. 2004-32 – Ordinance Creating Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

89. Bill No. 2004-33 – Levies Assessments for Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

90. Bill No. 2004-34 – Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005). Sponsored by: Step Requirement

91. Bill No. 2004-35 – Authorizing the issuance of Local Improvement Bonds, Series 2004 for the City of Las Vegas, Nevada Special Improvement District No. 607 Cliff's Edge not to exceed $51,185,000 - Ward 6 (Mack)

92. Bill No. 2004-36 – An ordinance amending Ordinance No. 5533 authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Parking Bonds (Additionally Secured by Pledged Revenues), Series 2002A, and providing other matters relating thereto - Ward 5 (Weekly)

93. Bill No. 2004-38 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004B, for Special Improvement Districts (SID) numbers 1474 and 1486 in an amount not to exceed $750,000 - Ward 6 (Mack)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

94. Bill No. 2004-39 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004A, for Special Improvement District (SID) number 1481 in an amount not to exceed $2,800,000 - Ward 6 (Mack)

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.

95. Bill No. 2004-37 – Prohibits the sale of new vehicles (cars and trucks) on Sundays. Sponsored by: Councilman Michael Mack

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.

96. Bill No. 2004-40 – Annexation No. ANX-3978 – Property location: On the west side of Calverts Street, 810 feet south of Tropical Parkway; Petitioned by: Ronny Acevedo and Gilmar Acevedo; Acreage: 1.02 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack

97. Bill No. 2004-41 – Revises the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Proposed by: Douglas A. Selby, City Manager

98. Bill No. 2004-42 – Adopts development agreement with El Capitan Associates, LLC, regarding property located at the southwest corner of Durango Drive and Dorrell Lane. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

99. 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

100. Public hearing on proposed local improvement district for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) - Ward 6 (Mack)

101. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building /Demolition regarding 1401 Comstock Drive. PROPERTY OWNERS: WILLIS J. JR. & GLINDA BOWDEN - Ward 5 (Weekly)

102. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 4113 Sunrise Avenue. PROPERTY OWNER: WASHINGTON MUTUAL HOME LOANS, INC., C/O J. TOLENTINO – Ward 3 (Reese)

103. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 1813 Euclid Avenue. PROPERTY OWNERS: VERA L. LOVELADY - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

104.SITE DEVELOPMENT PLAN REVIEW - SD-0062-00 - APPLICANT: BAUGHMAN & TURNER, INC. – OWNER: RONALD AND LYNN FOGLIA - Request for a Site Development Plan Review and a Waiver of Landscaping Requirements FOR A 2,580 SQUARE FOOT OFFICE BUILDING on 0.21 aces located on the north side of Transverse Drive, approximately 160 feet west of Jones Boulevard (APN: 163-01-101-008), R-E (Residence Estates) Zone under Resolution of Intent to O (Office), Ward 1 (Moncrief). Staff recommends APPROVAL

105.DIRECTOR'S BUSINESS - DIR-4432 - OWNER: EL CAPITAN ASSOCIATES, LIMITED LIABILITY COMPANY, APPLICANT: BRENNER AND ASSOCIATES, INC. - Request for a Development Agreement for a condominium conversion for a 284-unit development including 10 retail units on 15.2 acres adjacent to the southwest corner of Durango Drive and Dorrell Lane (APN: 125-20-201-024), Ward 6 (Mack). Staff recommends APPROVAL

106.DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-3934 - APPLICANT/OWNER: HOWARD HUGHES CORPORATION - Discussion and possible action on A REVISED DEVELOPMENT STANDARDS MANUAL FOR SUMMERLIN, Wards 2 and 4 (vacant and Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

107.REVIEW OF CONDITION - PUBLIC HEARING - ROC-4194 - APPLICANT/OWNER: PLASTER DEVELOPMENT - Request for a Review of Condition NO. 5 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-3278), TO ALLOW A 5 TO 8 FOOT SETBACK TO GARAGE DOORS WHERE 18 FEET IS THE MINIMUM SETBACK REQUIRED FOR A 92-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 8.32 acres between Martin L. King Boulevard and Shadow Lane, approximately 1,250 feet north of Alta Drive (APN: 139-33-102-020), C-1 (Limited Commercial) Zone under Resolution of Intent to R-PD11 (Residential Planned Development - 11 Units Per Acre), Ward 5 (Weekly). Staff recommends DENIAL

108.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3898 - APPLICANT/OWNER: LUZ MARIA MEDRANO - Request for a Site Development Plan Review FOR A SEVEN UNIT MULTI FAMILY DEVELOPMENT AND WAIVERS OF THE 10 FOOT WIDE PERIMETER LANDSCAPE PLANTER on 0.29 acres at 1404 North 23rd Street (APN: 139-26-508-007), SC (Service Commercial), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

109.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4069 - APPLICANT: NOVAD CONSTRUCTION - OWNER: RCN PROPERTIES, LIMITED LIABILITY COMPANY & ZORITY QUAN, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO MEDICAL OFFICE BUILDINGS AND WAIVER OF LANDSCAPING REQUIREMENTS on 1.49 acres adjacent to the northeast corner of Smoke Ranch Road and Professional Court (APN: 138-15-410-049 and 050), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110.MASTER SIGN PLAN - PUBLIC HEARING - MSP-4062 – APPLICANT/OWNER: SANTA FE STATION, INC. - Request for amendments to Master Sign Plans MSP-0008-01 and MSP-2881 FOR SIGNS ON THE MOVIE THEATRE ADDITION TO AN EXISTING HOTEL AND CASINO at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111.VACATION - PUBLIC HEARING - VAC-4011 - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate U. S. Government Patent Reservations generally located north of Elkhorn Road, west of Campbell Road, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

112.VACATION - PUBLIC HEARING - VAC-4012 - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LIMITED LIABILITY COMPANY - Request for a Petition to vacate a public sewer and drainage easement generally located west of Decatur Boulevard, north of Tropical Parkway, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

113.VACATION - PUBLIC HEARING - VAC-4041 - APPLICANT/OWNER: RICHMOND AMERICAN HOMES - Request for a Petition to vacate a Bureau of Land Management Right-of-Way Grant generally located east of Cliff Shadows Parkway, south of Gowan Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

114.VARIANCE - PUBLIC HEARING - VAR-3902 - APPLICANT/OWNER: RICHARD AND JILL BURNS - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 25 FOOT FRONT SETBACKS WHERE 30 FEET IS THE MINIMUM SETBACK REQUIRED AND TO ALLOW 25 FOOT REAR SETBACKS WHERE 35 FEET IS THE MINIMUM SETBACK REQUIRED on 9.46 acres on the northwest corner of Maggie Avenue and Coke Street (APN: 125-09-501-002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommend DENIAL

115.ABEYANCE ITEM - REQUIRED SIX MONTH REVIEW - PUBLIC HEARING - RQR-3930 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Required Six Month Review of an approved Special Use Permit (U-0106-02) WHICH ALLOWED A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/ DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

116.ABEYANCE ITEM - REVIEW OF CONDITION RELATED TO RQR-3930 - PUBLIC HEARING - ROC-4121 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Request for a Review of Conditions FOR AN APPROVED SPECIAL USE PERMIT (U-0106-02), TO REMOVE CONDITION NOS. 1 THROUGH 4 FOR A LIQUOR ESTABLISHMENT (OFF-PREMISES CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL

117.REQUIRED ONE YEAR REVIEW - PUBLIC HEARING - RQR-4021 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: JEANNE LEVY FAMILY TRUST - Appeal filed by the applicant from the Denial by Planning Commission of a required One Year Review of an approved Special Use Permit (U-0107-90) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2921 West Sahara Avenue (APN: 162-08-501-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) and staff recommend DENIAL

118.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

119.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3972 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: RITA QUAM FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL

120.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3986 - APPLICANT: MUSTAFA KAVRUKLAR - OWNER: RITA QUAM FAMILY TRUST - Request for a Special Use Permit and a Waiver from the 400-foot distance separation requirement from an existing church FOR A SUPPER CLUB located at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

121. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3653 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT, OFF-PREMISE CONSUMPTION in conjunction with a proposed 39,960 square-foot Grocery Store adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-801-001), 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

122. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3653 - PUBLIC HEARING - SDR-3651 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the foundation landscaping buffer FOR A PROPOSED 87,790 SQUARE-FOOT RETAIL CENTER on 11.73 acres adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-201-001), 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

123. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4046 - APPLICANT: GARY AND GINA SHANKS - OWNERS: MACK SMITH, JR. AND BOOKER T. BURNEY - Request for a Special Use Permit FOR OPEN AIR VENDING at 1000 North Martin L King Boulevard (APN: 139-28-604-006), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

124. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-3708 - APPLICANT/OWNER: EMERALD CREST HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: R-3 (Medium Density Residential) on 0.29 acres adjacent to the northeast corner of Torrey Pines Drive and Garwood Avenue (APN: 138-35-517-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

125. REZONING - PUBLIC HEARING - ZON-4013 - APPLICANT/OWNER: CLIFFS EDGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 2.5 acres located adjacent to the northeast corner of Bath Drive and Michelli Crest Way (APN: 126-24-701-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

126. REZONING - PUBLIC HEARING - ZON-4014 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

127. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4014 - PUBLIC HEARING - SDR-4015 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Site Development Plan Review FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP AND A WAIVER OF LANDSCAPE STANDARDS on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), C-2 (General Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

128. REZONING - PUBLIC HEARING - ZON-4059 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) and R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4059 - PUBLIC HEARING - SDR-4107 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Site Development Plan Review FOR A CHURCH on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), R-3 (Medium Density Residential) and R-4 (High Density Residential) Zones [PROPOSED: C-V (Civic)], Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

130. REZONING - PUBLIC HEARING - ZON-4066 – APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

131. SPECIAL USE PERMIT RELATED TO ZON-4066 - PUBLIC HEARING - SUP-4128 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR PRIVATE STREETS on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

132. VACATION RELATED TO ZON-4066 AND SUP-4128 - PUBLIC HEARING - VAC-4068 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Petition to vacate the south 10 feet of Washburn Road between Maverick Street and Bronco Lane, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

133. REZONING - PUBLIC HEARING - ZON-4082 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL), P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

134. VARIANCE RELATED TO ZON-4082 - PUBLIC HEARING - VAR-4251 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW BUILDING HEIGHTS TO EXCEED THE RESIDENTIAL ADJACENCY STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

135. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4082 AND VAR-4251 - PUBLIC HEARING - SDR-4086 - APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO OFFICE BUILDINGS WITH ATTACHED PARKING GARAGES AND TWO RESTAURANT BUILDINGS WITHIN AN EXISTING OFFICE COMPLEX AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)],Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

136. SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251 AND SDR-4086 - PUBLIC HEARING - SUP-4089 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

137.SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251, SDR-4086 AND SUP-4089 - PUBLIC HEARING - SUP-4090 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

138.REZONING - PUBLIC HEARING - ZON-4083 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

139.VARIANCE RELATED TO ZON-4083 - PUBLIC HEARING - VAR-4190 - APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 4 PARKING SPACES WHERE 5 PARKING SPACES ARE REQUIRED FOR A PROPOSED OFFICE on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommend APPROVAL

140.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4083 AND VAR-4190 - PUBLIC HEARING - SDR-4085 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A HOME/OFFICE CONVERSION AND FOR WAIVER OF LANDSCAPING REQUIREMENTS on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

141.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4044 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request to amend a portion of Map 10 of the Centennial Hills Sector Plan TO REALIGN POWERLINE CORRIDORS WITHIN THE CLIFF'S EDGE MASTER PLAN AREA, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

142.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4042 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 3.88 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

143.REZONING RELATED TO GPA-4042 - PUBLIC HEARING - ZON-4043 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: O (OFFICE) on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

144.SPECIAL USE PERMIT RELATED TO GPA-4042 AND ZON-4043 - PUBLIC HEARING - SUP-4045 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH TO BE LOCATED ON PROPERTY ADJACENT TO A RESIDENTIAL USE on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

145.SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4042, ZON-4043 AND SUP-4045 - PUBLIC HEARING - SDR-4060 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH AND FOR A WAIVER OF THE PARKING LOT LANDSCAPING REQUIREMENTS on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue an Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

146. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4063 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request to amend the Town Center Land Use Plan of the Centennial Hills Sector Plan FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), Ward 6 (Mack). The Planning Commission (4-1-1 vote on a motion for approval) failed to obtain a supermajority vote which is tantamount to denial and staff recommend DENIAL

147. SPECIAL USE PERMIT RELATED TO GPA-4063 - PUBLIC HEARING - SUP-4065 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Special Use Permit FOR A GATED COMMUNITY WITH PRIVATE STREETS adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

148. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4063 AND SUP-4065 - PUBLIC HEARING - SDR-4064 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Site Development Plan Review FOR A 316 UNIT CONDOMINIUM DEVELOPMENT on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

149. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4078 – APPLICANT/OWNER: QUALITY HOMES - Request to amend the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

150. REZONING RELATED TO GPA-4078 - PUBLIC HEARING - ZON-4080 – APPLICANT/OWNER: QUALITY HOMES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

151. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4110 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

152. REZONING RELATED TO GPA-4110 - PUBLIC HEARING - ZON-4111 – APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-CL (SINGLE FAMILY COMPACT-LOT) under Resolution of Intent to O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

153. SPECIAL USE PERMIT RELATED TO GPA-4110 AND ZON-4111 - PUBLIC HEARING - SUP-4113 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

154. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4110, ZON-4111 AND SUP-4113 - PUBLIC HEARING - SDR-4112 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

155.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: MAY 19, 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 - THE REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:
PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WEEKLY, MACK, and MONCRIEF and Ward 2 seat vacant

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

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:
City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

(9:04 – 9:05)
1-1

REVEREND BONNIE POLLEY, Christ Episcopal Church, gave the invocation.

(9:05 – 9:06)
1-21

The Centennial High School ROTC led the Pledge of Allegiance at the podium after their presentation of colors.

(9:06 – 9:08)
1-53

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF CENTENNIAL HIGH SCHOOL'S ROTC UNIT FOR EARNING NATIONAL AWARDS

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: Proclamation recognizing the Centennial High School Navy Junior Reserve Officer Training Corps (NJROTC)

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN congratulated the ROTC Unit for its outstanding presentation.

With pride, COUNCILMAN MACK announced that the Junior ROTC Unit recently returned from Pensacola, Florida, with all kinds of accolades. He expressed his appreciation to the ROTC for always helping out with civic activities.

COUNCILMAN BROWN introduced SENIOR CHIEF TOM BORDERS, who, before saying a few words about the ROTC's competition in Florida, gave thanks to the Council, on behalf of CAPTAIN EDWARD HARDEMAN, Senior Naval Science Instructor, and GARY VELASQUEZ, Principal of Centennial High School. SENIOR CHIEF BORDERS then commented that the ROTC Unit returned from Florida with the Number One Navy Junior ROTC Color Guard in the Country out of 675 schools. He noted that he and the Unit members felt proud to honor and represent Las Vegas.

COUNCILMAN BROWN added that the Centennial High School ROTC Unit defeated the seven-year running national champions in Florida in several categories. In closing, he introduced the following the color guard participants: CADET CHIEF PETTY OFFICER JACKOVINO, CADET PETTY OFFICER FIRST CLASS SANCHEZ, CADET PETTY OFFICER FIRST CLASS McCOMAS, and CADET PETTY OFFICER FIRST CLASS STOKEY.

(9:08 – 9:13)

City of Las Vegas

Proclamation

Whereas; On 2 and 3 April 2004, 68 cadets, instructors, and chaperones from the Centennial High School, Navy Junior Reserve Officer Training Corps (NJROTC) competed against teams from the top 26 (out of over 600), Navy JROTC Units from across the nation at the Navy J.R.O.T.C. National Drill, Academic and Physical Fitness Championship held at Naval Air Station Pensacola Florida; and

Whereas; The competition in Pensacola was the final stop on a journey that started back before the beginning of this school year in August of 2003, a journey that included 7 months and over 400 hours of practice and study both before and after school and on the weekends by members of the Drill, Color Guard, Academic and Physical Fitness teams. This journey also included competing in highly competitive local and regional drill meets in order to qualify for a chance to compete at the prestigious National Championships; and

Whereas; In addition to the long hours of preparation, practice, study and competition, each team member, instructor, as well as every other member of the Centennial High School NJROTC unit worked hard to raise the over $26,000 needed to send the National Team to Florida. This was accomplished through conducting various fundraising events that included everything from carwashes and talent shows to requesting and receiving financial grants. In addition, the support of the Centennial High School Administration, Faculty, and Student Body were key factors in raising the needed funds; and

Whereas; The results of the long hours of fundraising and practice are phenomenal, in only 3 years after its establishment, the Centennial High School NJROTC can boast of having the number one Color Guard in the nation, the number one individual and team in male push-ups and the 3rd place female exhibition drill team, in addition to winning the Navy JROTC national team spirit sportsmanship award; and

Whereas; The determination, dedication, and talent of the Centennials High School NJROTC cadets and instructors illustrate the character that epitomizes the great silver state of Nevada and United States of America; and

Therefore; WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF LAS VEGAS ON THE OCCASION OF THE COLOR GUARD NATIONAL CHAMPIONSHIP DO HEREBY HONOR AND RECOGNIZE

**THE CENTENNIAL HIGH SCHOOL
NAVY JUNIOR RESERVE OFFICER
TRAINING CORPS (NJROTC)**

Oscar B. Goodman
Mayor Oscar B. Goodman

Gary Reese
Councilman Gary Reese

Larry Brown
Councilman Larry Brown

Lawrence Weekly
Councilman Lawrence Weekly

Councilman Michael Mack

Janet Moncrief
Councilwoman Janet Moncrief

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Employee of the Month Certificate to Amanda Harmer

MOTION:
None required. A presentation was made.

MINUTES:
CHIEF JUDGE TOY GREGORY and ERNEST EBLEN, Municipal Court Administrative Services Division Manager, came forward to assist the Mayor in recognizing AMANDA HARMER, of the Municipal Court Administrative Services Division, as May's Employee of the Month. MAYOR GOODMAN commented that MS. HARMER was nominated for showing outstanding leadership skills, dedication, enthusiasm, cooperation, and hard work since she started working with the City in 2002. Within 72 hours, MS. HARMER was instrumental in streamlining the training program for the front desk court staff. She volunteered to participate in the design and implementation of a training program, attended a one-day planning session, developed a training manual, and volunteered to teach new hires. Because of her hard work, the training program exceeded all expectations, and, after only one week of training, the new employees were able to function at the front counter, with minimum supervision. This resulted in an estimated cost savings of $9,000 for training the recent new hires.

MR. EBLEN said that MS. HARMER is very deserving of this recognition. She did a Herculean effort in this process. On behalf of the Municipal Court staff, MR. EBLEN congratulated MS. HARMER. MS. HARMER accepted the Employee of the Month Certificate and thanked everyone for the unexpected recognition.

(9:13 – 9:16)

City of Las Vegas

EMPLOYEE OF THE MONTH

Amanda Harmer

May 2004

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH PRODUCTIVITIY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS

CITY OF LAS VEGAS
NEVADA

MAYOR

CITY MANAGER

DEPUTY CITY MANAGER

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF RUTH DESKIN ELEMENTARY SCHOOL STUDENTS FOR EARNING THE AMERICAN PRIDE AWARD (NOTE: The correct spelling is Ruthe.)

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:
COUNCILMAN BROWN felt privileged to recognize this group of Fifth Grade students from Ruthe Deskin Elementary School who received the American Pride Award. In order to receive this award, these students had to memorize and study the following: preamble of the constitution, U.S. Presidents, States and Capitals, Gettysburg Address, and the Star-Spangled Banner.

COUNCILMAN BROWN acknowledged PRINCIPAL DR. SHELLY CHANNEL, who would be retiring on June 4, 2004, and returning home to Pennsylvania. He also acknowledged JEANNE JOHNSON, teacher and program coordinator.

As each of the students came forward, COUNCILMAN BROWN presented each with a certificate. The students then recited the Gettysburg Address.

(9:16 – 9:22)

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF CITY'S CONSERVATION EFFORTS

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 called forward RICHARD GOECKE, Director of Public Works, LARRY HAUGSNESS, Director of Field Operations, BILL HECK and ALAN HELMS with Nevada Power Company, and DOUG BENNETT with the Southern Nevada Water Authority.

MR. HELMS complimented the City for taking a leadership role in conservation efforts, with a total savings of almost half a million dollars a year in energy costs. He presented the Mayor with a rebate check in the amount of $22,885 for the City's lighting program. MR. GOECKE commented that the City Manager's direction to create an energy management committee paid off in many ways. He noted that replacing the incandescent signal bulbs with LED bulbs not only saves energy, it is a safety issue.

MR. BENNETT noted that Las Vegas is entering its sixth year of drought. Everyone has done a great job to conserve water, but everybody needs to pitch in. All the residents are looking toward the government agencies to contribute to the conservation measures. Therefore, he recognized the City for its various efforts to conserve water, which will save over 50,700,000 gallons of water a year.

MINUTES – Continued:
MR. HAUGSNESS acknowledged STEVE FORD, Facilities Management Manager and current manager of the Energy Conservation Committee, and ORLANDO SANCHEZ, who previously managed the Energy Conservation Committee, for their efforts in energy conservation, as well as JOHN BLACK, Parks and Open Spaces, and his staff for taking the lead in working with the Water District to fine tune water management. The implementation of energy and water conservation measures is saving the City about $750,000 a year.

(9:22 – 9:28)

1-561

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF DELTA SIGMA THETA SORORITY INC.

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation declaring 5/19/2004 as Delta Sigma Theta, Inc. Day

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILMAN WEEKLY felt very blessed and honored to be able to recognize this group of distinguished women. To assist him in this presentation, he asked his friend DR. BEVERLY MATHIS from Kermit R. Booker Elementary School to bring 22 young ladies, who came forward, to recognize these distinguished women who make up the Las Vegas Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

SANDRA PHILLIPS JOHNSON, President, of the Las Vegas Alumnae Chapter, requested those members who were present from the Las Vegas Chapter to stand in recognition. MS. JOHNSON thanked the City and the Council for supporting their efforts, to which this Sorority is also dedicated. Since it was founded in 1913, the Sorority focuses on social action and public service with both the young and elderly. All members are trained as Field Registrars. She noted that the Delta Sigma Theta Sorority, Inc. National Convention will be held July 22-28, 2004, in Las Vegas, with approximately 20,000 attendees. It will be the largest African-American Convention to be held in Las Vegas. She thanked the Council for its support.

COUNCILMAN WEEKLY congratulated MS. JOHNSON and presented her with a Proclamation declaring May 19, 2004, as Delta Sigma Theta Day in the City of Las Vegas. He noted that DR. BARBARA JACKSON, Director of Leisure Services, and CLAUDETTE ENUS, Director of Human Resources, are members of this Sorority. Each of the young ladies from Booker Elementary presented the Sorority members with a rose.

(9:28 – 9:34)

PROCLAMATION

WHEREAS; *Delta Sigma Theta Sorority, Inc. was founded in January 1913 by twenty-two college women at Howard University in Washington, DC as a public service organization; the women demonstrated a vital concern for social welfare, academic excellence and cultural enrichment; and*

WHEREAS; *Delta Sigma Theta, Inc has become one of the largest predominantly African American women's organizations in the world; Delta spans the globe with over 200,000members in more than 975 chapters in 43 states; and*

WHEREAS; *The Las Vegas Alumnae chapter was formed in 1966 by members who had a great desire to respond to the local needs of their community;*

THEREFORE; *In celebration of your 47th annual convention, the Mayor and Las Vegas City Council extends best wishes and hereby proclaims*

May 19, 2004

DELTA SIGMA THETA, INC. DAY

In the City of Las Vegas

Mayor Oscar B. Goodman

Councilman Gary Reese

Councilman Larry Brown

Councilman Lawrence Weekly

Councilman Michael Mack

Councilwoman Janet Moncrief

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation proclaiming May 16-22, 2004 as Emergency Medical Services Week

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN announced that this item is to honor the dedication and hard work of emergency medical service staff throughout the country. He called forward KURT WILLIAMS, Vice President, American Medical Response, who, on behalf of more than 450 employees, thanked the Council for this recognition.

MAYOR GOODMAN presented MR. WILLIAMS with a proclamation proclaiming May 16-22, 2004, as Emergency Medical Services Week. He encouraged all citizens to acknowledge this week with the appropriate programs, ceremonies, and activities.

(9:34 – 9:36)

1-974

Proclamation

From the office of the Mayor

Whereas; emergency medical services is a vital public service; and

Whereas; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas; the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

Whereas; it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designation Emergency Medical Services Week; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM MAY 16-22, 2004, TO BE:

Emergency Medical Services Week

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THIS WEEK WITH APPROPRIATE PROGRAMS, CEREMONIES AND ACTIVITIES.

In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 19TH DAY OF MAY, 2004.

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE NEVADA CARPENTER'S UNION SAFETY AWARENESS MONTH

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation proclaiming May 2004 as The Nevada Carpenters Union Safety Awareness Month

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN indicated that every year the Council recognizes May as Carpenter's Union Safety Awareness Month in an effort to heighten awareness and promote worker and workplace safety. He called forward MARC FURMAN, Director of the Carpenters Union, who commented that safety is a year-round issue in the construction industry. He indicated that the tragedy of 12/28/98, when apprentice, CHRIS GREEN, was killed on the night shift, hit construction workers hard. The carpenters became very involved in safety and have not had an on-site accident since then. Construction accidents are still a problem at residential construction sites. This year the 56,000 members of the Carpenters Union are distributing construction safety posters throughout Arizona, Utah, Southern California, and Nevada in an effort to keep construction sites safe.

MAYOR GOODMAN presented MR. FURMAN with a proclamation declaring May 2004 as The Nevada Carpenters Union Safety Awareness Month.

(9:36 – 9:39)

1-1018

City of Las Vegas

CITY COUNCIL MEETING OF MAY 19, 2004
Ceremonial

MINUTES:
MAYOR GOODMAN introduced a group of students from Garehime Elementary School, which is a very unique school because it has its own governing board, much like the City Council. This group of students will be joining the Councilmembers for a portion of the morning session. COUNCILMAN BROWN remarked it was an honor to have the following three principals together at this meeting: DR. SHELLY CHANNEL, Principal of Ruthe Deskin Elementary, DR. BEVERLY MATHIS, Principal of Kermit Booker Elementary, and FRANCINE SUMMERS, Principal of Garehime Elementary. They are phenomenal women who have greatly impacted the lives of their students, for which he greatly commended them.

COUNCILMAN BROWN then called the students forward: CHELSEA KUPITZ – Mayor, SHA HEILMAN – Ambassador, NICOLE AREVALO – Ambassador, LOGAN ANGLIN, JENNA WEBSTER, GRETCHEN MIKULICH, and CARLY HASSE. Before proceeding to Item 1, each of the students presented the Councilmember with whom he/she was seated with The Power of One Award. MS. KUPITZ, Mayor of Garehime Elementary, presented MAYOR GOODMAN with a key to the school and invited him to visit anytime.

(9:39 – 9:47)

1-1128

Proclamation

From the office of the Mayor

Whereas; construction workers are challenged with hazardous worksite conditions as is the nature of the daily work they perform; and

Whereas; workers, contractors and owners all agree that the safety of the workforce and workplace is of paramount concern; and

Whereas; the Nevada Carpenters Union 5th Annual "Safety Awareness Month" is observed to heighten awareness and promote worker and workplace safety; and

Whereas; the Nevada Carpenters Union extensively trains in safety procedures in their apprentice program as well as training hundreds of carpenter union members yearly; and

Whereas; the life and memory of Christopher Scott Green, the young carpenter killed at the Venetian worksite in December of 1998, will always serve as a unification of worker, employer and workplace safety efforts; now

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

The Nevada Carpenters Union Safety Awareness Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE AND SUPPORT THE NEVADA CARPENTERS UNION AND THEIR EFFORTS TO INFORM AND PROMOTE WORKER AND WORKPLACE SAFETY DURING THE MONTH OF MAY.

In Witness Whereof:
BY THE POWERS GRANTED TO ME, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE CITY OF LAS VEGAS TO BE AFFIXED THIS 21ST DAY OF MAY, 2004.

CITY OF LAS VEGAS NEVADA

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
BUSINESS ITEMS:

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

MOTION:
REESE – Motion to bring forward and STRIKE Items 59 and 68 and Hold in ABEYANCE Items 64, 69, 70, and 85 to 6/2/2004 – UNANIMOUS with Ward 2 seat vacant

MINUTES:
There was no discussion.

(9:47 – 9:48)
1-1443

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 Meeting of March 17, 2004

MOTION:
REESE – APPROVED by Reference – UNANIMOUS with Ward 2 seat vacant

MINUTES:
There was no discussion.

(9:49)
1-1509

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: May 19, 2004

DEPARTMENT: CITY MANAGER

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

SUBJECT:

ADMINISTRATIVE:

Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

Fiscal Impact

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

PURPOSE/BACKGROUND:

The City entered into an original agreement with Clark County in April 1998, further amended in December 1999, to pay $32 million for roughly 93,000 square feet of usable space for our Municipal Courts and related legal functions. Because of the continuing delay in occupancy both the needs of the City and the County have changed. It is requested that the Council authorize the City Manager to enter into negotiations with the County to explore our respective needs for court space including the consideration about whether the City should surrender its space to Clark County.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agenda Memo – Synopsis of the Regional Justice Center and City considerations

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

NOTE: COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him and COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

City of Las Vegas **Agenda Item No. 3**

CITY COUNCIL MEETING OF MAY 19, 2004
Consent – Administrative
Item 3 – Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

MINUTES:
COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

1-1522

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2004
DEPARTMENT: CITY MANAGER
ITEM DESCRIPTION: Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

Purpose
The Regional Justice Center was intended to be the home of the court system for Clark County and, in addition, enjoyed by the Las Vegas Municipal Court. The construction of this facility has proven to be very difficult, and has significantly exceeded the time and money allocated for this project. These difficulties are further compounded by the continuing growth of Clark County, and the corresponding demands placed upon its law and justice system. At this time, the City wishes to open a dialogue with Clark County to reconsider the City's tenancy in this building.

Background
In the late 1990's, Clark County began the design and construction of the Regional Justice Center ("RJC"). This facility was to be the home of the County's District and Justice Courts, and by lease agreement, the Las Vegas Municipal Court. The City entered into a Lease and Agreement for the Joint Use of Space in the Regional Justice Center dated April 27, 1998, wherein they agreed to a funding arrangement to pay for their pro rata portion of the building (estimated at that time to be about 20 percent) not to exceed $29 million. The date of occupancy was estimated at June of 2002.

Subsequently, Clark County amended its agreement with the City recognizing higher construction bids. In that amendment, the City revised its construction commitment to this project to an amount not to exceed $32.1 million. The County was to issue bonds under its full faith and credit. The City would repay its relative portion from fees collected by the Municipal Court. The Nevada State Supreme Court also joined in an agreement to lease a portion of the RJC facility. This lowered the City's pro rata share to approximately 17 percent, but did not impact the $32.1 million cap.

Current concerns
The RJC is still incomplete, more than two years behind the original occupancy schedule. The City was to have inhabitable space no later than December 31, 2003. This did not happen. Under the agreement, the County is now liable for liquidated damages associated with delays beyond that date. The City is currently assessing its potential claims against the County under this provision.

The Municipal Court continues to function at City Hall and other facilities with a serious shortage of space. It was estimated that the RJC would provide the Court and the City Attorney 76,716 square feet of usable space, almost double that which they currently use. This does not include another 15,000 square feet that the City is renting that is reserved for future growth. The failure to move to this space in a timely manner is creating significant problems. Of equal importance, Clark County will occupy almost 400,000 square feet or private space in the new building, fully 5 times that of the City. It would appear that they are experiencing an equal, if not greater, shortage of usable space in attempting to work in limited conditions.

Significant issues

In its lease with Clark County, the City has agreed to pay approximately $2,060,000 per year through the year 2024 for 76, 700 square feet of private space, 15,000 square feet of unfinished space, and an additional 30,000 square feet reflective of the City's portion of shared common space. In addition, the City will be required to pay in perpetuity maintenance and security costs which are initially estimated at $1.5 million per year.

The annual lease payment to the County represents the City's portion of the debt service on bonds issued by the County to fund in part this project. That obligation expires in 2024. To date, the City has paid $8.9 million to the County under this agreement. Funds collected by the Municipal Court through court construction fees provide the majority of this funding. The remaining principal to be paid on these bonds is $26.7 million over 20 years.

It is anticipated that there may be significant parking issues when the new building is open to the public. Originally, the County had committed to build 460 parking spaces in a two-storage parking garage accessible via pedestrian bridge across Clark Avenue. Of these spaces, it was anticipated that 360 would be for public use. The County reduced this portion of the project, eliminating most of the parking and the bridge. We recognize that private developers have expressed some interest in building a private garage near this site; however, no formal commitments have been made. It appears likely that the RJC will open with a significant parking shortfall, exacerbated by the added presence of the employees and customers of the Las Vegas Municipal Court.

The City is suffering from shortage of space pending completion of the RJC. We are led to believe that the County is suffering similar concerns. The County's initial investment in private space in the RJC is just under 400,000 square feet, fully six times that of the City. The County had planned for growth space in the facility, but the need for space and facilities may have already outstripped any provision for future growth. It would not be unrealistic to anticipate that the County court system will grow by as much as 8 to 10 percent per year over the next several years. Even if this growth was only 8 percent, it would absorb the City's total private space within 3 years. It might behoove the County to look to the City's space before they begin planning for new structure.

In summary, the City is interested in discussing these concerns with Clark County prior to the completion of the RJC. We recognize that there are many issues associated with the City's future involvement with the RJC, but we also believe that it is worth studying given the City and County's future needs for additional law and justice space.

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: DETENTION AND ENFORCEMENT

DIRECTOR: MICHAEL SHELDON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of modification of Intergovernmental Agreement with the U.S. Marshal Service to establish a permanent fixed rate of $71.85 for a jail-day rate covering a period of two years, effective April 1, 2004 and expiring March 31, 2006

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Department of Detention and Enforcement is requesting approval of the modification of Intergovernmental Agreement with the U.S. Marshal Service to establish a permanent fixed rate of $71.85 for a jail-day rate covering a period of two years. The permanent rate of $71.85 replaces the previous rate of $65.00. The increase is necessary to facilitate costs and maintenance of an increasing inmate population and to maintain adequate levels of medical, culinary, and psychological services. Based upon current usage levels, this rate will generate an additional $800,000 in revenue for the City.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

U.S. Marshal Service Modification of Intergovernmental Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
Two (2)	018-04	April 1, 2004

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO. / 7. FACILITY CODE(S)
U.S. MARSHALS SERVICE PRISONER SERVICES DIVISION WASHINGTON, D.C. 20530-1000	City of Las Vegas Detention Center 3300 E. Stewart Ave. Las Vegas, NV 89101	6. IGA NO. 48-99-0084 7. FACILITY CODE(S) 9ER

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	$39,212,138.00

EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to establish a permanent fixed rate of $71.85 for a period of two years, effective April 1, 2004 and expiring March 31, 2006. The permanent rate of $71.85 replaces the previous rate of $65.00.

11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. ☐ LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT

B. ☒ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO U.S. MARSHAL

12. APPROVAL

A. LOCAL GOVERNMENT

[signature]
Signature

MAYOR — TITLE
5/19/04 — DATE

B. FEDERAL GOVERNMENT

Gale Watkins
Signature

Gale Watkins
Grants Analyst — TITLE
4/23/04 — DATE

Attest:

By [signature]
BARBARA JO RONEMUS, City Clerk

HQ USE ONLY

Form USM-241aUSMS
(Rev. 3/99)
Page 1 of 1 Pages

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

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

Fiscal Impact

[ ] No Impact	**Amount:** $57,103,865.12
[X] Budget Funds Available	**Dept./Division:** Accounting Operations
[ ] Augmentation Required	**Funding Source:** All Funds

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period 04/16/04 - 04/30/04

Total Services and Materials Checks	$	9,277,093.49
Total Payroll Checks	$	5,952,944.12
Total Wire Transfers	$	41,873,827.51

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Summary of Cash Expenditures

For period of 04/16/04 - 04/30/04

Total Services & Materials Checks :	**$9,277,093.49**
Total Payroll Checks:	**$5,952,944.12**
Total Wire Transfers:	**$41,873,827.51**
Grand Total:	**$57,103,865.12**

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 May 19, 2004, the City Council approved the above cash expenditures.

Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Notice of Intent to Augment the Fiscal Year 2004 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed $20,000,000

Fiscal Impact

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

PURPOSE/BACKGROUND:

Publish notice of the City's intent to act on a resolution to augment the FY2004 Budget of the General Fund in an amount not to exceed $20,000,000 in order to effect an increase in appropriations, pursuant to NRS 354.598005. The public hearing to be held in City Council Chambers June 2, 2004

RECOMMENDATION:

Accept intent to augment and authorize notice to be properly posted and published.

BACKUP DOCUMENTATION:

Notice for Publication

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

CITY OF LAS VEGAS NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT AND AMEND THE GENERAL FUND BUDGET

NOTICE IS HEREBY GIVEN, that the City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment the General Fund budget for fiscal year 2004 in an amount not to exceed $20 million in order to effect an increase in appropriations made available from increased revenues and actual beginning fund balance in excess of budget, pursuant to NAC 354.410 through NAC 354.450, at a meeting to be held in City Council Chambers June 2, 2004, at the hour of 9:00 a.m. at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with Barbara Jo Ronemus, City Clerk, and will be considered.

OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

City of Las Vegas — Agenda Item No. 7

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of a Special Event License for Boricua Association of Las Vegas, Location: Lorenzi Park, 3333 West Washington Avenue, Date: May 30, 2004, Type: Special Event Beer/Wine, Event: Memorial Day Festival, Responsible Person in Charge: David Rosado - Ward 5 (Weekly)

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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of a new Supper Club License, Memphis Championship Barbecue No. 4, Inc., dba Memphis Championship Barbecue No. 4, Inc. subject to the provisions of the fire codes and Health Dept. regulations, 1401 South Rainbow Boulevard, Charles R. Hart, Jr., Dir, Pres, 30%, James M. Mills, Dir, 30%, Carlos D. Silva, Dir, Secy, 10%, Danny O. Volland, Dir, 30%, Anthony J. Faso, Treas - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Supper Club License

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

BACKUP DOCUMENTATION:
Map

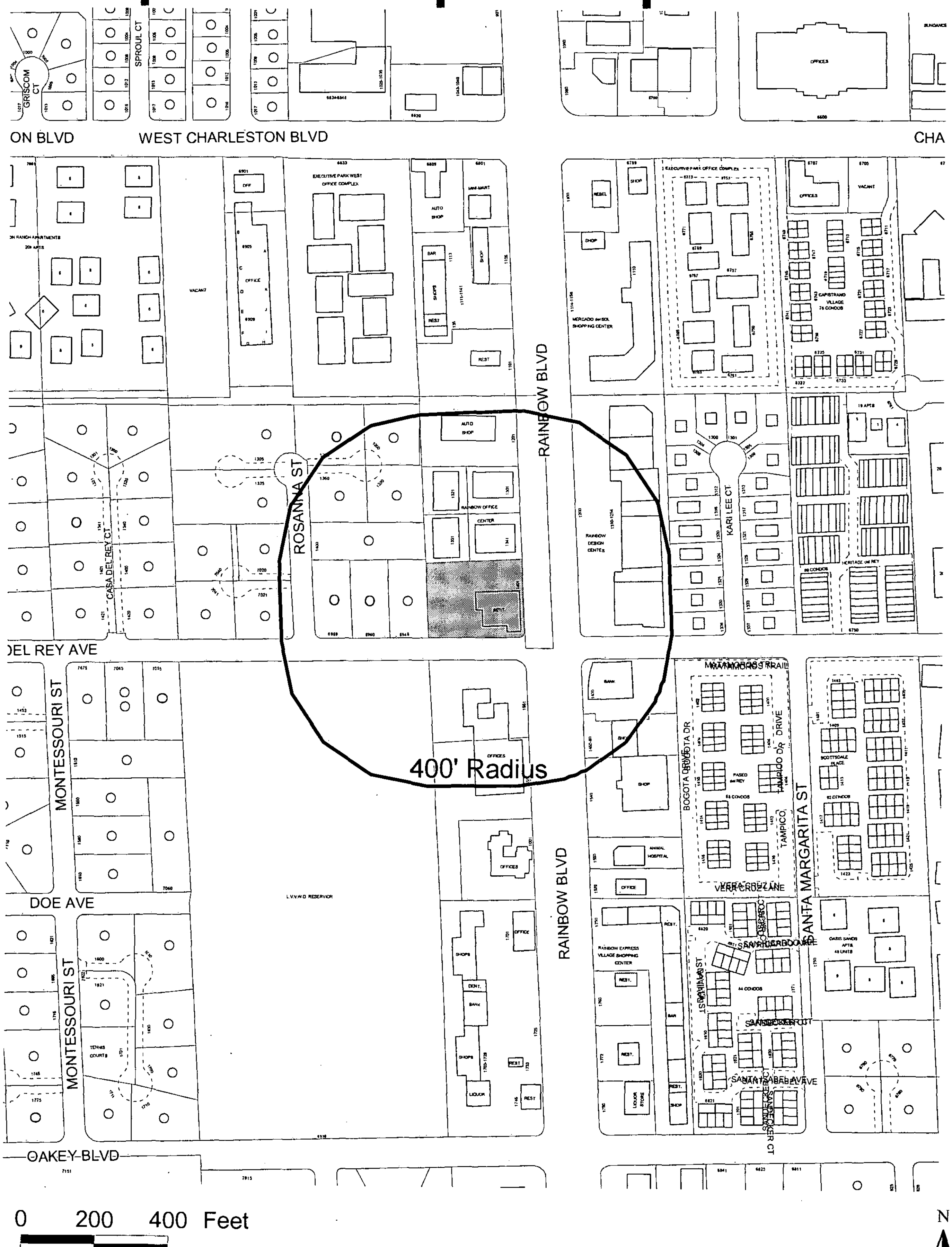
MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

Memphis Championship Barbecue



City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License, From: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, Hue T. Do, Dir, Pres, Secy, Treas, 100%, To: Mayolos, Inc., dba Mayolo's Authentic Mexican Food, 220 West Sahara Avenue, Fermin C. Carrillo, Dir, Pres, 50%, Arturo C. Carrillo, Secy, Treas, 50% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: NACMI (A Nevada Corp), Jessie A. Berryman, Dir, Pres, 25%, Linda B. Pease, Dir, Secy, 50%, William T. Berryman, Dir, Treas, 25%, To: Pounders, Inc., dba Pounders Sports Lounge, 330-332 West Sahara Avenue, Aaron M. Ries, Dir, Pres, Secy, Treas, 50%, Mary N. Ries, Dir, 50% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Triple Threat Entertainment, Robert R. Black, Dir, Pres, 43%, Barry R. Moore, Dir, Secy, 43%, Kathleen Lofland, Dir, Treas, 14%, To: Woofer Gaming Incorporated, dba Smoke Ranch Junction, 2425 North Rainbow Boulevard, Kenneth C. Droog, Dir, Pres, and Susan L. Droog, Dir, Secy, Treas, 100% Joint Tenancy With Right of Survivorship - Ward 6 (Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, From: Arizona Charlie's, Inc., Carl C. Icahn, COB, Pres, Secy, Treas, Ronald P. Lurie, EVP, Asst. Secy, Gen Mgr, Nybor Limited Partnership, 100%, Barbery Corp., Gen Ptnr, 1.01%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, Starfire Holding Corporation, Limited Ptnr, 98.9%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, To: Arizona Charlie's, LLC, dba Arizona Charlie's Decatur, 740 South Decatur Boulevard, Ronald P. Lurie, Gen Mgr, Charlie's Holding, LLC, Mmbr, 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 Ownership for a Tavern License and a new Non-restricted Gaming License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Maxco, Inc., Russell E. Davies, Dir, Pres, Secy, Treas, 100%, To: Wuff, Inc., dba Andy Capz Pub, 1631 North Decatur Boulevard, Jon R. Huff, Mgr, Mmbr, 57%, Todd P. Wellman, Mgr, Mmbr, 43% - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:
Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

NOTE: COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him, COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of Change of Location for a Slot Operator Gaming License, Capado Gaming Corporation, dba Capado Gaming Corporation, From: 2131 Industrial Road, To: 1541 West Oakey Boulevard, Doyle J. Davis, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of Change of Location for a Slot Operator Gaming License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Change of Location for a Locksmith License, Ronnell B. Sellars, dba ACME Auto Lockout, From: 3909 Biddle Street, To: 2528 Sierra Luna Avenue, #104, Ronnell B. Sellars, 100% - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Location for a Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of award of Bid No. 040253-TG, Annual Requirements Contract for Pedestrian Signal Face Modules - Department of Public Works - Award recommended to: TRASTAR, INC. (Estimated annual amount $400,000 - General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$400,000
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:
This request is for an annual requirements contract to purchase pedestrian signal face modules used by Public Works Traffic Engineering and Field Operations Division.

PCC: A. Green
POC: Peter Tian - (972) 480-0888

RECOMMENDATION:
That the City Council approve the award of Bid No. 040253-TG, Annual Requirements Contract for Pedestrian Signal Face Modules to TraStar, Inc. from date of award through April 30, 2005 with four (4) one-year options to renew in the estimated annual amount of $400,000.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:

Approval of award of Contract No. 040228, Third Party Collection Agency Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($250,000 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $250,000
[X]	Budget Funds Available	**Dept./Division:** Municipal Court
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

To provide professional and licensed collection agency services for the purpose of third party debt collection cases with delinquent fines and fees. It is projected that collections of $2 million gross in delinquent fines and fees that would have otherwise gone uncollected will be collected in fiscal year 2004.

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

PCC: D. Kaplan
POC: Robin Taylor - (702) 836-8397

RECOMMENDATION:

That the City Council approve the award of Contract No.040228 for third party collection services to NCO Financial Systems, Inc. for the period of 07/01/04 through 06/30/05 for $250,000, with 3 one- yr. renewal options. Authority to execute the Contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contract No. 040341, Mercury Interactive Corporation U. S. Master Purchase Agreement - Department of Information Technologies - Award recommended to: MERCURY INTERACTIVE COPORATION ($185,000 - Computer Services Internal Service Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $185,000
[X]	**Budget Funds Available**	**Dept./Division:** Information Technologies
[ ]	**Augmentation Required**	**Funding Source:** Computer Services ISF

PURPOSE/BACKGROUND:

The migration to release lli of the Oracle E-Business Suite necessitates this requirement for a test management, functional testing, and performance management tool for use in the software development cycle. This contract will provide for enterprise automated testing software, training, and support and maintenance

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

PCC: G. Leaf
POC: Jerry Weitzman - (949) 400-4332
CFN: 040341-LW

RECOMMENDATION:

That the City Council approve the award of Contract No. 040341, Mercury Interactive Corporation U. S. Master Purchase Agreement in the amount of $185,000 to Mercury Interactive Corporation. 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:

Approval of award of Contract No. 040229, First Party Debt Receivables Management Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($150,000 - General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$150,000
[X]	**Budget Funds Available**	**Dept./Division:**	Municipal Court
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

To provide professional first party billing and skip-tracing services on misdemeanor failure to appear and adjudicated cases which are delinquent with the Municipal Court. It is projected that collections of $1.3 million gross in delinquent fines and fees that would have otherwise gone uncollected will be collected in fiscal year 2004.

This requirement is exempt from competitive bidding process pursuant to NRS 332.155.1(b), professional services.

PCC: D. Kaplan
POC: Robin Taylor - (702) 836-8397

RECOMMENDATION:

That the City Council approve award of Contract No.040229 for first party debt receivables management to NCO Financial Services, Inc. for the period of 07/01/04 to 06/30/05 for $150,000 with 3 one- yr. renewal options. Authority to execute the Contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contract No. 040124, Emergency Medical Services (EMS) Transport Billing Services - Department of Fire and Rescue - Award recommended to: MERCY, INC., dba AMERICAN MEDICAL RESPONSE ($150,000 - General Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $150,000
[X] **Budget Funds Available**	**Dept./Division:** Fire and Rescue
[ ] **Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

This contract will provide for EMS claims processing services to the Department of Fire and Rescue for the coding, billing and collection of revenue generated through transport by Fire and Rescue of those individuals requiring medical attention.

PCC: L. Wheeler
POC: Jim Doty - (310) 851-7688

RECOMMENDATION:

That City Council approve award of Contract No. 040124 to American Medical Response from 05/19/04 to 05/20/05 in an amount NTE $150,000 with annual renewals as long as the competitive bidding exemption applies. Authority to execute contract is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of revision to purchase order 218172 to Collection Agency Services Agreement - Municipal Court - Award to: NCO FINANCIAL SYSTEMS, INC. ($143,000 - General Fund)

Fiscal Impact

[ ] No Impact	**Amount:** $143,000
[X] Budget Funds Available	**Dept./Division:** Municipal Court
[ ] Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

Council approved the original Agreement on September 28, 1998, and subsequent extensions for services through June 30, 2004, with contingency fee payments based on actual third-party collections. This revision increases the current purchase order value because NCO has collected more fees than projected. Based on the outstanding performance over the past fiscal year, the requested increase should satisfy the remaining service agreement period through city fiscal year 2004.

PCC: D. Kaplan
POC: Robin Taylor - (702) 836-8397
CFN: 040259-KF

RECOMMENDATION:

That the City Council approve the issuance of a revision purchase order 218172 for collection agency services to NCO Financial Systems, Inc. through June 30, 2004 in the amount of $143,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59:	**STRICKEN under separate action** (see individual item)
Item 64:	**ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of revision to purchase order 218251 for annual requirements contract for liquid aluminum sulfate - Department of Public Works - Award to: THATCHER CO. OF NEVADA ($100,000 - Sanitation Enterprise Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $100,000	
[X] **Budget Funds Available**	**Dept./Division:** Public Works	
[ ] **Augmentation Required**	**Funding Source:** Sanitation Enterprise Fund	

PURPOSE/BACKGROUND:
On July 5, 2000, City Council awarded Bid Number 0000084-DAR, Annual Requirements Contract for miscellaneous bulk chemicals to treat wastewater. On May 7, 2003 City Council approved an additional $70,000 due to increased usage of the liquid aluminum sulfate. The estimated annual usage amount has again increased by $100,000 due to usage, for a revised total annual amount of $437,440 through June 30, 2004.

PCC: T. Bowman
POC: Kyle Peterson - (702) 564-7622

RECOMMENDATION:
That City Council approve the issuance of a revision to purchase order 218251 for annual requirements contract for liquid aluminum sulfate in the amount of $100,000, for a revised estimated annual amount of $437,440 to Thatcher Co. of Nevada through June 30, 2004.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of Modification No. 1 for Traffic Signal Systems Consulting Services - Department of Public Works - Award to: ORTH-RODGERS & ASSOCIATES, INC. ($297,900 - LVACTS Special Revenue Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$297,900
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works
[ ]	**Augmentation Required**	**Funding Source:**	LVACTS Special Revenue Fund

PURPOSE/BACKGROUND:

This contract provides consulting services to FAST (formerly LVACTS) to analyze, recommend, and implement traffic signal system re-timing solutions to improve traffic flow. Modification No. 1 adds to work scope the purchase and licensing of "Building One" software package, training, and customized GPS interface for uploading data and additional funding to continue traffic signal re-timing work. The City's share of the overall cost is 48% or $142,992.

PCC: D. Kaplan
POC: Richard Romer - (702) 233-4060
CFN: 020060

RECOMMENDATION:

That the City approve Modification No. 1 for Traffic Signal Systems Consulting Services to Orth-Rodgers Associates, Inc. in the annual amount of $297,900 through June 30, 2005. Authority to execute modification 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 **Contracting Entity**
Name Orth-Rodgers & Associates, Inc.
Address 1140 N. Town Center Drive, Ste 190 Las Vegas, NV 89144
Telephone (702) 233-4060
EIN or DUNS 23-2077102

Block 2 **Description**
Traffic Signal System Consulting Services
CFN# 020060

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

ATTACHMENT 1

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.	Robert M. Rodgers, President and Managing Principal	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
2.	Richard T. Romer, Principal	1140 N. Town Center Dr., Suite 190 Las Vegas, NV 89144	(702) 233-4060
3.	Jeffrey L. Greene, Principal	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
4.	Steven B. Bolt, Principal	301 Lindenwood Drive, Ste. 130 Malvern, PA 19355	(610) 407-9700
5.	Michael J. Rodgers, CFO/CIO	18 Campus Blvd., Suite 210 Newtown Square, PA 19073	(610) 355-1932

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.

Richard T Romer
Richard T. Romer, Principal

5/5/04
Date

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

Kathryn Dondero
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN DONDERO
No: 01-68517-1
My Appointment Expires April 17, 2005

[CAO – September 2001]

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contract No. 040334 for Parking Citation Hearing Officer Services - Department of Finance and Business Services - Award recommended to: ROGER L. HARRIS, ESQ. ($80,000 - Parking Enterprise Fund)

Fiscal Impact

[ ] **No Impact**	**Amount:** $80,000
[X] **Budget Funds Available**	**Dept./Division:** Finance and Business Services
[ ] **Augmentation Required**	**Funding Source:** Parking Enterprise Fund

PURPOSE/BACKGROUND:

Mr. Harris has served as the City's Hearing Officer since 1994. He has provided a continuity of service in conducting hearings regarding civil infractions of the City's parking ordinances.

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

PCC: D. Kaplan
POC: Roger L. Harris - (702) 293-6596

RECOMMENDATION:

That City Council approve award of Contract No. 040334 for Parking Citation Hearing Officer Services to Roger L. Harris, Esq. in the amount of $80,000 for the two-year period July 1, 2004 through June 30, 2006. Authority to execute the Contract is given to P&C Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of revision to purchase order 219386 for installation of access control system hardware - Department of Detention and Enforcement - Award to: DIEBOLD, INC. ($63,324 - City Facilities Capital Projects Fund and General Fund)

Fiscal Impact

[ ] **No Impact**

[X] **Budget Funds Available**

[ ] **Augmentation Required**

Amount: $63,324

Dept./Division: Detention and Enforcement

Funding Source: City Facilities CPF and General Fund

PURPOSE/BACKGROUND:

On November 20, 2002, the City Council approved award of an annual requirements contract for hardware maintenance, licensing, and hardware installation to support the City's Access Control System in the annual amount of $150,000. The need for new hardware installation has increased due to the addition of several new city facilities and the estimated amount for the the current year, through November 19, 2004, needs to be increased by $63,324.

PCC: L. Russell
POC: Joseph Rousseau - (714) 933-6000
CFN: 030168

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 219386 for access control system hardware installation in the amount of $63,324, for a revised estimated annual amount of $213,324 for the current year through November 19, 2004 to Diebold, Inc.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contract No. 040335, Leadership Academy Program Development Services - Department of Human Resources - Award recommended to: MANAGEMENT EDUCATION GROUP ($49,910 - General Fund)

Fiscal Impact

[ ]	No Impact	**Amount:** $49,910
[X]	Budget Funds Available	**Dept./Division:** Human Resources
[ ]	Augmentation Required	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

This contract provides for the development of a Leadership Academy Program to upgrade and enchance leadership tools and skills of City employees in managerial/supervisory positions.

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

PCC: D. Kaplan
POC: Marnie Green - (480) 705-9394

RECOMMENDATION:

That the City Council approve the award of Contract No.040335 for Leadership Academy Program Development Services to Management Education Group from date of award through June 30, 2005. 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

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**	Block 2 **Description**
Management Education Group **Name**	**Subject Matter of Contract/Agreement** Leadership Academy Development Program
1211 North Dustin Lane Chandler, AZ 85226 **Address**	
480-705-9394 **Telephone**	
527-89-0178 **EIN or DUNS**	

Block 3 **Type of Business**

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

C:\My Documents\Management Education Group\City of Las Vegas\Disclosure of Ownership Form.doc
[CAO – September 2001]

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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.	Margaret E. Green	1211 North Dustin Lane Chandler, AZ 85226	480-705-9394
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

Margaret E. Green
Name

April 21, 2004
Date

Subscribed and sworn to before me this 21st day of April, 2004

Lesley Scotford
Notary Public

OFFICIAL SEAL
LESLEY SCOTFORD
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 4, 2006

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

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

SUBJECT:

Approval of award of Contract No. 040200, Laboratory Services Agreement - Department of Fire and Rescue - Award recommended to: QUEST DIAGNOSTICS ($46,000 - General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $46,000
[X]	**Budget Funds Available**	**Dept./Division:** Fire and Rescue
[ ]	**Augmentation Required**	**Funding Source:** General Fund

PURPOSE/BACKGROUND:

This contract will provide clinical laboratory testing services for Fire and Rescue personnel.

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

PCC: K. Falline
POC: Jessica Davis - (702) 257-3657
CFN: 040200

RECOMMENDATION:

That the City Council approve the award of Contract No. 040200, Laboratory Services Agreement to Quest Diagnostics in the amount of $46,000 from date of award to May 18, 2005 with 4 one-year options to renew. Authority to execute agreement is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
Approval of issuance of a purchase order for Symantec Antivirus Software, Support and Maintenance - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (Estimated annual amount of $30,000 - Computer Services Internal Service Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $30,000
[X]	**Budget Funds Available**	**Dept./Division:** Information Technologies
[ ]	**Augmentation Required**	**Funding Source:** Computer Services ISF

PURPOSE/BACKGROUND:

The purchase of Symantec software, support and maintenance will provide an enterprise-wide virus protection solution.

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

PCC: G. Leaf
POC: Brandon Carter - (916) 925-3337
CFN: 040313-LW

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for Symantec Antivirus Software, Support and Maintenance from date of award through May 18, 2005 to Marketware Technologies in the estimated annual amount of $30,000 with annual renewals as long as the bidding exception applies.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 City of Henderson 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 City of Henderson will facilitate the permanent transfer of radio equipment to enhance communications interoperability in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Community Oriented Policing Services (COPS) Equipment Grant Program. This agreement also authorizes the City to invoice the City of Henderson in the amount of $66,109.38 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND CITY OF HENDERSON

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 CITY OF HENDERSON (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 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:

Jim Cavalieri, Fire Chief
Henderson Fire Department
240 Water Street
Henderson, NV 89015

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 19 day of May, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: [signature]
Oscar B. Goodman, Mayor

5-19-04
Date

ATTEST:
[signature]
Barbara Jo Ronemus, City Clerk

5-19-04
Date

APPROVED AS TO FORM:
[signature]
Daniel Still, Deputy City Attorney

Date

CITY OF HENDERSON

By: ______________________________
James Gibson, Mayor

4-14-04
Date

ATTEST:

____
Monica Simmons, City Clerk

4-14-04
Date

COUNCIL ACTION
APR 6 2004

APPROVED AS TO FORM:

____
Shauna Hughes, City Attorney

4/8/2004
Date

EXHIBIT "A"

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

CITY OF HENDERSON

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
	POLICE DEPARTMENT		
25	MOTOROLA XTS-5000 PORTABLE RADIO	$3,828.75	$95,718.75
25	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$36,500.00
	FIRE DEPARTMENT		
25	MOTOROLA XTS-5000 PORTABLE RADIO	$3,828.75	$95,718.75
25	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$36,500.00
		TOTAL COST	$ 264,437.50
		75% FEDERAL REIMBURSEMENT TO CITY	$198,328.12
		25% SUBRECIPIENT REIMBURSEMENT TO CITY	$ 66,109.38

EXHIBIT “B”

SCOPE OF WORK
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

CITY OF HENDERSON

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. 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 Metropolitan 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 Metropolitan Police Department (Metro) will facilitate the permanent transfer of radio equipment to enhance communications interoperablity in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Community Oriented Policing Services (COPS) Equipment Grant Program. This agreement also authorizes the City to invoice Metro in the amount of $175,000 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND LAS VEGAS METROPOLITAN 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 LAS VEGAS METROPOLITAN 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 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. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, 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:

Robb Johnson, Director of Communication Systems
Las Vegas Metropolitan Police Department
4591 W. Russell Road
Las Vegas, NV 89118-2203

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 19 day of May, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: Oscar B. Goodman
Oscar B. Goodman, Mayor

5-19-04
Date

ATTEST: Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

5-19-04
Date

APPROVED AS TO FORM:
Daniel Still by Val Steed
Daniel Still, Deputy City Attorney

4-8-04
Date

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

By: ______________________ 4-26-04
Bill Young, Sheriff Date

ATTEST:
Annamarie Robinson 4-26-4
Annamarie Robinson, Secretary Date
Fiscal Affairs Committee

APPROVED AS TO FORM:

______________________ 4/12/04
Mitchell Cohen, Deputy District Attorney Date

EXHIBIT "A"

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

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
1	COMMUNICATIONS VEHICLE	$450,000.00	$450,000.00
1	EQUIPMENT FOR SOUTH COUNTY MICRO-WAVE SITE TO FACILITATE COMMUNICATIONS IN SOUTHERN NEVADA AND MOJAVE COUNTY (AZ)	$250,000.00	$250,000.00
		TOTAL COST	$700,000.00
		75% FEDERAL REIMBURSEMENT TO CITY	$525,000.00
		25% SUBRECIPIENT REIMBURSEMENT TO CITY	$ 175,000.00

EXHIBIT "B"

SCOPE OF WORK
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

LAS VEGAS METROPOLITAN 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 equipment needs and specifications, inform the City's project manager of any project change requests desired by Subrecipient, and coordinate with the City's staff relative to any competitive bid process that may be required to acquire Subrecipient's identified equipment assets.

    a. Communications vehicle: Subrecipient will develop specifications for a mobile communications vehicle to be constructed by a commercial emergency vehicle manufacturer. Such vehicle will be equipped with radio equipment and/or a gateway switching device(s) to enable interoperable communications between Subrecipient's radio system and other public safety agencies within the Las Vegas MSA, including member agencies of the Southern Nevada Area Communications Council (SNACC).

    b. Microwave project: Subrecipient agrees to manage all aspects of the south-county microwave site project to enable communications in southern Clark County (NV) and Mojave County (AZ). Subrecipient will ensure the availability of a reasonable amount of bandwidth on this microwave site for use, at no cost, by other public safety agencies within the Las Vegas MSA; and, such availability will survive the expiration of this Agreement in perpetuity until otherwise agreed upon, in writing, by the affected Parties.

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. Secure all required licenses and permits to conduct the Subrecipient's projects, including any environmental impact permits and Federal Communications Commission (FCC) licenses.

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

7. Implement the use of the equipment assets acquired through the grant program prior to 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 on 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. 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 City of North 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 Interlocal Agreement between the City of Las Vegas and the City of North Las Vegas will facilitate the permanent transfer of radio equipment to enhance communications interoperability in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Community Oriented Policing Services (COPS) Equipment Grant Program. This agreement also authorizes the City to invoice the City of North Las Vegas in the amount of $424,107.44 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND CITY OF NORTH LAS VEGAS

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 CITY OF NORTH LAS VEGAS (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:

Mr. Dan Tarwater
City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, NV 89030

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 19 day of May, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: ______________________ 5-19-04
Oscar B. Goodman, Mayor — Date

ATTEST:

______________________ 5-19-04
Barbara Jo Ronemus, City Clerk — Date

APPROVED AS TO FORM:

______________________ ______________
Daniel Still, Deputy City Attorney — Date

CITY OF NORTH LAS VEGAS

By: ______________________________ 4/21/04
Michael L. Montandon, Mayor Date

ATTEST:

______________________________ 4-27-04
Karen L. Storms, Acting City Clerk Date

APPROVED AS TO FORM:

______________________________ For 4/26/04
Sean McGowan, City Attorney Date

EXHIBIT "A"

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

CITY OF NORTH LAS VEGAS

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
	POLICE DEPARTMENT		
180	MOTOROLA XTS-2500 PORTABLE RADIO	$2,561.75	$461,115.00
160	MOTOROLA XTL-5000 MOBILE RADIO	$3,656.00	$584,960.00
4	MOTOROLA XTL-5000 CONTROL STATION**	$3,974.00	$15,896.00
344	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$502,240.00
	FIRE DEPARTMENT		
25	MOTOROLA XTS-5000 PORTABLE RADIO	$3,828.75	$95,718.75
25	SNACC SYSTEM ACTIVATION FEE	$1,460.00	$36,500.00
		TOTAL COST	$ 1,696,429.75
		75% FEDERAL REIMBURSEMENT TO CITY	$1,272,322.31
		25% SUBRECIPIENT REIMBURSEMENT TO CITY	$ 424,107.44

** = NO ANTENNAS OR COAX PROVIDED

EXHIBIT "B"

SCOPE OF WORK
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

CITY OF NORTH LAS VEGAS

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.

###

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FIRE & RESCUE

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

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and Desert Springs Hospital 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 Desert Springs Hospital will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 Desert Springs Hospital annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59:	**STRICKEN under separate action** (see individual item)
Item 64:	**ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~29~~ 19th day of ~~March~~ May, 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 DESERT SPRINGS HOSPITAL, 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:

[redacted] **Carl W. Fitch, Sr., CEO**
DESERT SPRINGS HOSPITAL MEDICALCENTER
2075 East Flamingo Rd.
Las Vegas, NV 89119

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

Attest:

____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

____
Daniel Still, Deputy City Attorney

5-19-04
____
Date

DESERT SPRINGS HOSPTIAL

By: ______________________
[redacted]
Carl W. Fitch, Sr., CEO

Attest:

Carl W. Fitch, Sr., CEO
____
[redacted]

APPROVED AS TO FORM:

N/A
____
[redacted]

March 29, 2004
____
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 (NRS 241.020).

APPENDIX "B"

DESERT SPRINGS HOSPITAL
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	Emergency Department	2075 E. Flamingo Road, Las Vegas 89119

###

[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. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FIRE & RESCUE

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

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and Lake Mead Hospital 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 Lake Mead Hospital will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 Lake Mead Hospital annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~12~~ 19th day of ~~April~~ May, 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 LAKE MEAD HOSPITAL MEDICAL CENTER, 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:	Craig Preston, CEO Lake Mead Hospital 1409 E. Lake Mead Blvd North Las Vegas, NV 89030
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: [signature]
Louis Amell, Communications Chief

Attest: [signature]
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

[signature] 5/5/04
Daniel Still, Deputy City Attorney

5-19-04
Date

Lake Mead Hospital

By: [signature]
Craig Preston, CEO

Attest:

N/A
Clerk Name/Signature

APPROVED AS TO FORM:

N/A
Attorney/Name Signature

N/A
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 (NRS 241.020).

APPENDIX "B"

LAKE MEAD HOSPITAL MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	Emergency Department	1409 E. Lake Mead Blvd. North Las Vegas, NV 89030

[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: MAY 19, 2004

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

SUBJECT:
Approval of a Secondary User's Agreement between the City of Las Vegas and Mountain View Hospital 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 Mountain View Hospital will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 Mountain View Hospital annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:
Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement. Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:
Secondary User's Agreement

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~24~~ 19 day of ~~March~~ May 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 MOUNTAINVIEW HOPSITAL, 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:	Natalie Seaber, RN MountainView Hospital 3100 N. Tenaya Way Las Vegas, Nevada 89128
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	APPROVED AS TO FORM:
By: Louis Amell Louis Amell, Communications Chief	Daniel Still 5/5/04 Daniel Still, Deputy City Attorney
Attest: Barbara Jo Ronemus Barbara Jo Ronemus, City Clerk	5-19-04 Date
MountainView Hosptial	APPROVED AS TO FORM:
By: Tad Morley Tad Morley, COO	N/A Attorney/Name Signature
Attest: Sharon L. Thomas Clerk Name/Signature	3-30-04 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 (NRS 241.020).

APPENDIX "B"

MOUNTAINVIEW HOPSITAL
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	Emergency Department	

[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. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FIRE & RESCUE

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

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and Catholic Healthcare West, dba St. Rose Dominican Hospitals, 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 Catholic Healthcare West will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 Catholic Healthcare West annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~26th~~ 19 day of ~~March~~ May, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and **CATHOLIC HEALTHCARE WEST**, a California nonprofit public benefit corporation, d/b/a, ST. ROSE DOMINICAN HOSPITALS, 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 of 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. Secondary Users shall have no responsibility for damage to or destruction of the equipment by vendors or service technicians selected by the City.

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 and at the cost of 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, other than damage, loss or injury (including death) arising out of or related to any act or omission of City, its employees or agents.

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 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, other than damage, loss or injury (including death) arising out of or related to any act or omission of City, its employees or agents.

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:	Rod A. Davis, President & CEO Catholic Healthcare West 102 E. Lake Mead Drive Henderson, NV 89015
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

Attest:
____
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

______________________ 5/5/04
Daniel Still, Deputy City Attorney

5/19/04
Date

CATHOLIC HEALTHCARE WEST, d/b/a,
ST. ROSE DOMINCIAN HOSPITALS

By: ______________________ 3/27/04
Rod A. Davis, President & CEO

APPROVED AS TO FORM:

____
Name/Title

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 (NRS 241.020).

APPENDIX "B"

ST. ROSE DOMINICAN HOSPITALS
SCHEDULE OF FACILITIES FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	Emergency Department	St. Rose de Lima Campus 102 East Lake Mead Drive, Henderson
1	Emergency Department	St. Rose Siena Campus 3001 St. Rose Parkway, Henderson

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and Sunrise Hospital and Medical Center 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 Sunrise Hospital and Medical Center will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 Sunrise Hospital and Medical Center annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~26~~ 19th day of ~~March~~ May, 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 **SUNRISE HOSPITAL AND MEDICAL CENTER, L.L.C., d/b/a, SUNRISE HOSPITAL AND MEDICAL CENTER**, 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:	Brian C. Robinson, President & CEO Sunrise Hospital and Medical Center 3186 S. Maryland Parkway Las Vegas, NV 89109
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

Attest: Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

4/29/04
Daniel Still, Deputy City Attorney

5-19-04
Date

SUNRISE HOSPITAL AND MEDICAL CENTER

By:
Brian C. Robinson, President & CEO

Attest:

Name/Title

APPROVED AS TO FORM:

Name/Title

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 (NRS 241.020).

APPENDIX "B"

SUNRISE HOSPITAL AND MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	Emergency Department	3186 S. Maryland Parkway
1	Pediatric Center	3186 S. Maryland Parkway

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

Addendum #1

HIPPA Placeholder Language

<u>The Agreement</u>

<u>HIPPA Requirements</u>

To the extent applicable to this Agreement, the City of Las Vegas (City) agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320D ("HIPPA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPPA Requirements". City agrees not to use or further disclose any Protected Health Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPPA Requirements and the terms of this Agreement.

City will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

COMPANY NAME City of Las Vegas

SIGNATURE Louis Amell

TITLE Louis Amell, Communications Chief
Las Vegas Combined Communications Center

Facility:

Sunrise Hospital and Medical Center, L.L.C., d/b/a,
Sunrise Hospital and Medical Center
Brian C. Robinson, President & CEO

Addendum #2

City of Las Vegas Representation and Warranty

City of Las Vegas (City) represents and warrants to Sunrise Hospital and Medical Center, L.L.C., d/b/a, Sunrise Hospital and Medical Center that City:

1) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs");
2) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and
3) is not under investigation or otherwise aware of any circumstances which may result in City being excluded from participation in the Federal health care programs.

This shall be an ongoing representation and warranty during the term of this Agreement and City shall immediately notify Sunrise Hospital and Medical Center, L.L.C., d/b/a, Sunrise Hospital and Medical Center of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Sunrise Hospital and Medical Center, L.L.C., d/b/a, Sunrise Hospital and Medical Center the right to terminate this Agreement immediately for cause.

City of Las Vegas

By: Louis Amell

Louis Amell, Communications Chief
Title: Las Vegas Combined Communications Center

Facility:

Sunrise Hospital and Medical Center, L.L.C., d/b/a,
Sunrise Hospital and Medical Center
Brian C. Robinson, President & CEO

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: FIRE & RESCUE

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

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and University Medical Center 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 University Medical Center will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and 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 University Medical Center annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this ~~26~~ 19th day of ~~April~~ May, 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 UNIVERSITY MEDICAL CENTER, 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 and at the cost of 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. Any indemnification by Secondary User under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes as applicable.

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:	Insert Title of Agency Representative Agency Name Agency Address City/State/Zip Code
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

Attest:
Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

Daniel Still 5/5/04
Daniel Still, Deputy City Attorney

5-19-04
Date

UNIVERSITY MEDICAL CENTER

By: Lacy L. Thomas
CEO Signature **Lacy L. Thomas**

Attest:

Clerk Signature

APPROVED AS TO FORM:

Attorney Signature

7-6-04
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 (NRS 241.020).

APPENDIX "B"

UNIVERSITY MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[2]
1	UMC Emergency Department	1800 W. Charleston Blvd. Las Vegas, NV 89102
1	UMC Pediatric Center	
1	UMC Trauma Center	

[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. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of payment for a permanent partial disability award - Claim #WC03110274 - as required under the workers' compensation statutes ($35,499 - Workers' Compensation Internal Service Fund

Fiscal Impact

[ ] No Impact	**Amount:** $35,499
[X] Budget Funds Available	**Dept./Division:** Human Resources - Insurance
[ ] Augmentation Required	**Funding Source:** Workers' Compensation Internal Service Fund

PURPOSE/BACKGROUND:
A Firefighter/Paramedic was diagnosed with a L4-5 herniated disc after lifting a patient on a gurney. He has been rated by a state authorized physician who determined that the injury resulted in a 9 percent whole body impairment.

RECOMMENDATION:
Approval of the $35,499 payment for permanent partial disability award.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval to accept grant funds in the amount of $150,000 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for the redevelopment of the Historic Downtown Post Office - Ward 5 (Weekly)

Fiscal Impact

[X]	**No Impact**	**Amount:** $150,000
[ ]	**Budget Funds Available**	**Dept./Division:** Leisure Services/Cultural
[ ]	**Augmentation Required**	**Funding Source:** Comm for Cultural Affairs/SHPO

PURPOSE/BACKGROUND:

This Department of Cultural Affairs grant, State Historic Preservation Office, will be used to help restore and care for the Historic Federal Building Post Office as the City moves toward its goal of adaptive re-use.

RECOMMENDATION:

Staff recommends Council approval to accept funds

BACKUP DOCUMENTATION:

1. CAA 04 Grant Award Letter
2. 2004 Commission for Cultural Affairs Grants List

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

NOTE: COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him, COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
Nevada State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701

April 8, 2004

.ENNY C. GUINN
Governor

SCOTT K. SISCO
Interim Director

RONALD M. JAMES
State Historic Preservation Officer

Nancy Deaner
Manager, Cultural Affairs
Las Vegas - Dept. of Leisure Services
749 Veterans Memorial Drive
Las Vegas, NV 89101

Re: 2004 Commission for Cultural Affairs (CCA) Award Confirmation

Dear ~~Ms.Deaner~~: Nancy

As you know, the Commission for Cultural Affairs (CCA) finished its grant selection for the 2004 calendar year on March 5, 2004. As administrator of this program, the State Historic Preservation Office would like to take this opportunity to point out several items of importance.

1. The CCA award is for the rehabilitation of a historic building that is to be used for a cultural center in Nevada. Enclosed is the official list of awarded projects for 2004.

2. This letter serves to confirm your CCA award of ***$150,000***.

3. Project work may not commence until the bonds have been sold and a funding agreement has been signed. Under special circumstances, the funding agreement can stipulate conditions to allow work to proceed the sale of bonds. If interested in this option, please contact our office.

4. Project costs cannot be incurred or obligated until all participants (SHPO and your organization) have signed the funding agreement.

5. Your project can begin, however, if you are using funds other than from the CCA.

Our office looks forward to working with you on your project. Please call us with any questions.

Ronald M. James, State Historic Pres. Officer	775-684-3440	rmjames@clan.lib.nv.us
Kelly Osborne, Grants Administrator	775-684-3446	kmosborn@clan.lib.nv.us
Mella R. Harmon, Architectural Historian	775-684-3447	mrharmon@clan.lib.nv.us
Rebecca R. Ossa, Architectural Historian	775-684-3441	rrossa@clan.lib.nv.us
State Historic Preservation Office fax number	775-684-3442	

Sincerely,

Ron

Ronald M. James
State Historic Preservation Officer

Enclosure

2004 COMMISSION FOR CULTURAL AFFAIRS GRANTS		
GRANT #	**ORGANIZATION**	**AMOUNT AWARDED**
CCA-04-01	Brewery Arts Center	$ 60,000.00
CCA-04-02	Children's Museum	$ 7,000.00
CCA-04-03	Churchill Arts Council	$ 105,000.00
CCA-04-04	Friends of the Moapa Valley Hospital	$ 22,000.00
CCA-04-05	Las Vegas - Dept. of Leisure Services	$ 150,000.00
CCA-04-06	Society for the Preservation of the Overton Gym	$ 130,000.00
CCA-04-07	Western Folklife Center	$ 90,000.00
CCA-04-08	Esmeralda County	$ 45,000.00
CCA-04-09	Lander County Historical Society	$ 72,000.00
CCA-04-10	Lincoln County	$ 110,000.00
CCA-04-11	Jeanne Dini Yerington Cultural Center	$ 45,000.00
CCA-04-12	Mineral County Historic Preservation Foundation	$ 55,000.00
CCA-04-13	Smoky Valley Library District	$ 75,000.00
CCA-04-14	Tonopah Historic Mining Park Foundation	$ 42,000.00
CCA-04-15	Gold Hill Historical Society	$ 25,000.00
CCA-04-16	Historic Fourth Ward School	$ 78,000.00
CCA-04-17	Piper's Opera House	$ 127,000.00
CCA-04-18	St. Mary's Art Center, Inc.	$ 135,000.00
CCA-04-19	Reno - Public Works Dept.	$ 40,000.00
CCA-04-20	Reno/Sparks Theater Community Coalition	$ 102,000.00
CCA-04-21	Thunderbird Lodge Preservation Society	$ 80,000.00
CCA-04-22	VSA Arts of Nevada	$ 110,000.00
CCA-04-23	Washoe County Parks	$ 40,000.00
CCA-04-24	White Pine Historical Railroad Foundation, Inc.	$ 100,000.00
CCA-04-25	White Pine Historical Railroad Foundation, Inc.	$ 75,000.00
CCA-04-26	White Pine Public Museum	$ 20,000.00
	TOTALS FOR 2004 PROJECTS	$ 1,940,000.00

COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT

This Agreement is made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office, hereinafter referred to as "STATE" and **LAS VEGAS (CITY OF)**, Hereinafter referred to as "APPLICANT". This Agreement is entered into pursuant to the authority contained in NRS 233C.200.

Affixed to and made a part hereof are the following attachments.

/X/ ATTACHMENT A – Scope of Work/Budget

/X/ ATTACHMENT B – Covenants

/X/ ATTACHMENT C – Assurances

WHEREAS, the STATE will administer a State Bond grant-in-aid in an amount of **$150,000.00** to assist in the **FEDERAL COURTHOUSE/POST OFFICE REHABILITATION**.

NOW, THEREFORE, the APPLICANT in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws.
2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the STATE full and free access to the project and to the accounts, records, and books of the APPLICANT relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. Indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement, subject to NRS Chapter 41.

. . . .

4. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant **QUARTERLY** and during the term of this Agreement and any amendments thereto. A final completion report shall be submitted by the APPLICANT in a format prescribed by the STATE within **SIXTY (60)** days of the completion of the project named herein.

5. Maintain:

   a. An accurate record of all expenditures related to the project. Records must be supported by source documentation. Audits may be required by the STATE. Such audits shall be at the expense of the applicant and are considered an allowable project cost.

   b. A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks and itemized invoices.

   c. A comparison of actual expenditures with budgeted amounts for the Agreement.

6. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

7. Following the notification of the grant award and before work begins, the APPLICANT will attend a project conference held by the STATE. It is the responsibility of the APPLICANT to coordinate the conference date and time.

THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of this Agreement which include:

a. An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.

b. The submission of satisfactory progress reports as referred to above.

c. The submission of a Certificate of Eligible Actual Costs/Request for Reimbursement which must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers, and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accompany all requests for reimbursements.

d. The STATE may, at its discretion, retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and proof of payment of all bills and canceled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.

e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.

f. The making of the STATE of any progress payment shall not constitute nor be construed as a waiver by the STATE of any breach of covenants or any default which may exist on the part of the APPLICANT, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.

2. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by including the phrase "this project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs.

3. The STATE or the Applicant may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The two parties must both agree in writing upon the termination condition, including the effective date, and in the case of partial termination, the portion to be terminated.

4. If the APPLICANT fails to comply with any of the terms of this Agreement, the STATE shall have the right to cancel this Agreement without the consent of the APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

5. The commencement date for all work to be performed under this Agreement is **JULY 15, 2004**. The termination or end date is **DECEMBER 31, 2005**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. All requests for reimbursement must be submitted to the STATE no later than **JANUARY 31, 2006**. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding Agreement.

6. This funding Agreement shall be construed and interpreted according to the laws of the State of Nevada.

7. All work conducted by the APPLICANT shall be assessed by the staff of the Commission for Cultural Affairs for adequacy of performance. If work does not meet the terms of this Agreement, the APPLICANT shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the

Commission for Cultural Affairs.

8. The APPLICANT agrees to revert to the STATE all funds contributed to the project by the Commission for Cultural Affairs if the terms of this Agreement are not met by the APPLICANT or if the APPLICANT violates any section of NRS.

9. Under the terms of this Agreement, the APPLICANT warrants that it shall not discriminate nor allow discrimination against any employee based on race, color, religion, ancestry, gender, national origin or disability. The APPLICANT shall permit the STATE access to its records of employment, advertisements and other pertinent data relative to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this 2003 Commission for Cultural Affairs (CCA) Funding Agreement to be signed and intend to be legally bound thereby entered into this 19th day of May, 2004.

APPLICANT-LAS VEGAS (CITY OF)-DEPT. OF LEISURE SERVICES

By: ____________________

Name *(print)*: OSCAR B. GOODMAN

Title *(print)*: MAYOR

Date *(print)*: SEPTEMBER 7, 2004

ATTEST:

By ____________________

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 8/19/04

Date

STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

By: ____________________

Ronald M. James

State Historic Preservation Officer

Date *(print)*: Sept. 17, 2004

REVIEWED AS TO FORM ONLY:

Brian Sandoval, Attorney General

By:________________________________ 10/28/04

Deputy Attorney General Date:

ATTACHMENT A-1
SCOPE OF WORK

Project Scope: **REHABILITATION OF FEDERAL COURTHOUSE/POST OFFICE USING COMMISSION FOR CULTURAL AFFAIRS (CCA) FUNDS (CCA 04-10).**

This project will support the following:

- Exterior Repair and Cleaning of Masonry, Stone, Terra Cotta and concrete below second floor
- Exterior removal and encapsulation of lead-based paint below second floor
- Repair of metal ceiling panels and fascia trim at rear of building canopy
- Miscellaneous landscaping adjustments; metal cleaning and metal painting
- Pole-mounted site/security lighting

State Historic Preservation Office (SHPO) and CCA Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards for Rehabilitation unless otherwise approved by the SHPO.

2. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed rehabilitation work before any work commences and for written approval from the SHPO.

3. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.

4. The applicant/grantee will provide the SHPO with quarterly updates on project progress.

5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by state accounting practices or that are outside the terms of this agreement, the applicant/grantee will refund the amount to the SHPO.

6. The grant recipient agrees to notify the Commission when there are fundamental changes to its programming, to its structure as an organization, or to its leadership, and the Commission may consider these changes in future funding decisions.

ATTACHMENT A-2
BUDGET

Participant:	Las Vegas (City of)	
	Las Vegas (City of)	
Project Title:	Rehabilitation of Federal Building-U.S. Post Office	
Termination Date:	12/31/2005	
Project ID#	04-10	
Itemized Budget:	A	$ -
	Lead-based paint removal/encapsulate	$ 45,000.00
	Metal ceiling panel and fascia repair	$ 15,000.00
	Miscellaneous painting	$ 7,500.00
	Site security exterior lighting	$ 82,500.00
	f	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	g	$ -
	Total CCA Budget Amount	**$ 150,000.00**
	0	$ -
	0	$ -
	0	$ -
	0	$ -
	Total non-CCA Budget Amount	**$ -**
	Total Project Budget	$ 150,000.00
	Total CCA Award:	$ 150,000.00

ATTACHMENT B

COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the **LAS VEGAS (CITY OF)** hereinafter referred to as "APPLICANT", for the purpose of the property known as the **FEDERAL COURTHOUSE/POST OFFICE**, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 51 EAST, M.D.M., CLARK COUNTY; NEVADA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 33, CLARK'S LAS VEGAS TOWNSITE, AS SAID TOWNSITE IS SHOWN ON MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID BLOCK, NORTH 28°13' EAST 80 FEET; THENCE NORTH 61°47' WEST 580 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 61°47' WEST 350 FEET; THENCE NORTH 28°13' EAST 250 FEET; THENCE SOUTH 61°47' EAST 350

FEET; THENCE SOUTH 28°13' WEST 250 FEET TO THE TRUE POINT OF BEGINNING.

In consideration of the sum **<u>$150,000.00</u>** received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of time ending .

1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, cultural or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the STATE.

....

2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.
4. The APPLICANT agrees that when the property is not clearly visible from a public right of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public not less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these covenants will prohibit the APPLICANT from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public right-of-

way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.

6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

9. These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.

10. The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE.

11. The APPLICANT shall record these Covenants in the Recorder's Office of the County in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished the STATE satisfactory proof of the aforementioned recordation.

These CCA Covenants are entered into this 19th day of May, 2004.

APPLICANT - LAS VEGAS (CITY OF)-DEPT. OF LEISURE SERVICES

OSCAR B. GOODMAN, MAYOR

Signature | Name and Title (print)

APPROVED AS TO FORM: Thomas R. Green
Date 8/19/04

STATE-DEPT. OF CULTURAL AFFAIRS, HISTORIC PRESERVATION OFFICE

Sept. 17 2004

Ronald M. James, State Historic Preservation Officer | Date

REVIEWED AS TO FORM ONLY:

Brian Sandoval

Attorney General

By: ______ 10/28/04

Ed Irvin, Deputy Attorney General | Date

. . . .

Attest:

. . . .

By

BARBARA JO RONEMUS, City Clerk

. . . .

. . . .

. . . .

Witnessed by Notary Public

State of Nevada

County of **CLARK**

On October 4, 2004, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman Known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

Notary Public

ACKNOWLEDGEMENT

State of Nevada

County of **CARSON**

On September 17, 2004, personally appeared before me, Notary Public in and for said County and State, **RONALD M. JAMES**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same and freely and voluntarily and for the uses and purposed therein mentioned.

MARGARET MARIE OSBORNE
NOTARY PUBLIC - NEVADA
Appt. Recorded in CARSON CITY
My Appt. Exp. Jan. 14, 2006
No.94-0865-3

Notary Public

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the Applicant by the Commission for Cultural Affairs, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the State of Nevada, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such public financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

OSCAR B. GOODMAN
Signature of Authorized Certifying Official

MAYOR
Title

APPROVED AS TO FORM:
8/19/04
Date

Oscar B. Goodman
Authorized Certifying Official *(print name)*

September 7, 2004
Date Submitted

LAS VEGAS (CITY OF)

Applicant/Organization

749 VETERANS MEMORIAL DRIVE, LAS VEGAS, NV 89101

Applicant/Organization Mailing Address

Attest:

By

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an Engineering Design Services Agreement with Parsons Brinckerhoff Quade & Douglas, Inc. for engineering design services for North Valley Mountain Edge Parkway ($950,088 - Regional Transportation Commission) - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

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

Amount: $950,088
Dept./Division: Public Works/City Engineer
Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The City of Las Vegas desires to obtain Engineering Design Services for North Valley Mountain Edge Parkway. Services will be conducted in two phases, phase I will consist of a feasibility study which will determine the need for this project, and phase II will consist of an Environmental Assessment to address National Environmental Policy Act. Total cost for this contract shall not exceed $950,088.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

ENGINEERING DESIGN SERVICES AGREEMENT
FOR NORTH VALLEY MOUNTAIN EDGE PARKWAY
FEASIBILITY STUDY

THIS AGREEMENT is made and entered into this ____ day of __________, _______, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC., (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to identify a need for a major regional transportation facility to accommodate additional vehicular, pedestrian, bicycle, and public transit usage resulting from expanded development of the North Las Vegas Valley (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services (Not Applicable).*** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

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

SECTION FIVE
SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***General.*** At the time of approval of this Agreement by the City Council, the City agrees to set aside nine hundred fifty thousand, eighty-eight dollars ($950,088) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 ***Compensation: Basic Services (Lump Sum by Task).*** The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed nine hundred fifty thousand, eighty-eight dollars ($950,088) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 ***Compensation: Additional Service (Not Applicable).*** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed _______________ ($_________) without the prior written approval of the City.

7.04 ***Invoice.*** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 ***Retention.*** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 ***Right of Set-Off.*** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 ***Release of Retention.*** Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City (which acceptance will not be unreasonably withheld), and issuance of the Notice to Proceed for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

7.08 ***Final Payment.*** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

8.02 ***Revised Performance Schedule.*** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 ***Increase in Retention.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection. If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 ***Disclosure.*** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Termination for Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but not for the construction of any other project.

10.05 ***Insurance.***

A. ***Coverages.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

B. ***Cancellation or Modification of Coverage.*** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

C. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the

Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

E. ***Self-Depletion Policies Prohibited***. Each policy of insurance required herein shall not be self-depleting in its coverage.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent, reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY:	Randy Fultz City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101 Fax: (702) 382-3232
TO CONSULTANT:	Lee G. Gibson, AICP Parsons Brinckerhoff Quade & Douglas, Inc. Las Vegas, NV 89109 Fax: (702) 697-8170

10.19 ***Prohibition Against Contingent Fees.*** The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Dispute Resolution.***

A. ***Fee Disputes***. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. ***Non-Fee Disputes***. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. ***Right of Joinder***. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. ***Notice of Claim***. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. ***Notice of Arbitration***. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

F. ***Discovery***. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final***. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation***. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

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

10.24 ***Agreements Version.*** This Agreement utilizes the City's standard form updated as of August 8, 2002.

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IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the North Valley Mountain Edge Parkway Feasibility Study 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:

______________________ 4/21/04
Deputy City Attorney Date

Parsons Brinckerhoff Quade & Douglas, Inc.

By: ______________________
Lee G. Gibson, AICP

Its: Assistant Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Issues Map
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "E-1"	Detailed Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT – A SCOPE OF SERVICES

NORTH VALLEY MOUNTAIN EDGE PARKWAY FEASIBILITY STUDY

Purpose – Las Vegas metropolitan area population continues to grow and expand into fringes of the valley. The Regional Transportation Plan anticipates development moving forward through the north and western portions of the Las Vegas Valley. The City of Las Vegas future land use plan is targeting continued residential, commercial, recreational, industrial and other public uses in the northern portion of the city at the Gateway town center. The population in the region has tripled since 1970 and, according to the *Southern Nevada Regional Policy Plan;* the year 2000 population of 1.4 million is expected to double by the year 2020. Recent auctions by the U.S. Bureau of Land Management (BLM) made additional land available along the northern edge of the region for residential and commercial development. It appears likely that the BLM may continue this practice resulting in even more developable land in the North Valley region. Indeed, the BLM is now preparing a new Environmental Impact Statement/Resource Management Plan to effectively and efficiently process the transfer of public lands for organized local community development.

The opportunity to coordinate expanding population growth with transportation infrastructure became the subject of two recent northwest area planning charettes cooperatively undertaken by the City of Las Vegas, Clark County, the City of North Las Vegas, the Regional Transportation Commission (RTC) and the Nevada Department of Transportation (NDOT). An important outcome of the charettes was the identification of the need for a major regional transportation facility to accommodate additional vehicular, pedestrian, bicycle, and public transit usage resulting from expanded development of the North Valley.

The City of Las Vegas on February 19th 2004 adopted the corridor defined in Figure A (Corridor Area Map) and its Master Streets and Highway Plan. This gives the City of Las Vegas the opportunity to move forward with the necessary planning and design work to advance the project through the Regional Transportation Commission and the Nevada Department of Transportation and possibly qualify for federal funding.

The purpose of this feasibility study is to perform four major tasks: 1) Conduct an analysis of the purpose and need for such a transportation facility and determine benefits that may result from the improvement. 2) Determine an appropriate location and a design concept and scope (number of lanes, access control, use and inclusion of other modes, appropriate interchange locations) for multi modal transportation projects within the corridor. 3) Complete an environmental analysis to support a Bureau of Land Management decision to preserve and otherwise convey ownership of a 660' wide corridor for the recommended alignment and prepare a legal description of the Mountain Edge corridor alignment from U.S. 95 to I-15. 4) Prepare a program management plan that will allow the City of Las Vegas, the City of North Las Vegas, Clark County and the RTC to move forward with the Nevada Department of Transportation to continue activities related to the design, construction and operation of the facilities and services that may be included within the design concept and scope. The study will also define issues and constraints associated with the undertaking and position the improvement concept for future federally funded project development stages. The general study corridor boundaries include I-215/Centennial Parkway to the west to I-15 freeway in the vicinity of Las Vegas Motor Speedway on the east and generally along the Moccasin Road alignment. The approximate north/south boundaries for the planning analysis are the north 1/3 ± of the valley extending from Cheyenne Avenue, north to the vicinity of Paiute Drive.

Scope of Services – Two phases

It should be noted that this scope of services has two phases:

Phase 1 is a feasibility study for the Mountain Edge Parkway.

Phase 2 is an Environmental Assessment (EA) to address National Environmental Policy Act (NEPA) requirements associated with the BLM's action to transfer lands to Las Vegas' jurisdictions to provide right-of-way for the proposed transportation corridor. The scope of services for this phase is contained in **Task 5.**

Phase I- Feasibility Study

Task 1.0 Develop Purpose and Need for the Mountain Edge Parkway (MEP)

Objective: The development of a purpose and need statement will be undertaken to define the need for BLM to take action to reserve and convey a 660' wide multi-use corridor through the northern Las Vegas Valley. This purpose and need statement will be undertaken to supplement the City of Las Vegas effort to support BLM decision making to effectuate the corridor preservation action.

Additionally, a purpose and need statement will be developed to determine if and when a major regional transportation improvement is needed in the North Valley. It will include an analysis of multi-modal alternatives in the corridor and provide a basis for identifying and evaluating transportation improvement design concepts and scope including transportation and land use strategies that help facilitate organized local community development.

Methodology

1.1 Examine population, housing and employment growth patterns in the Las Vegas Valley to identify pressures for new residential, industrial and commercial development

1.1.1 Collect Existing Data- Using information from the City of Las Vegas, City of North Las Vegas, Clark County, the Regional Transportation Commission, and the other resource entities, the consultant team will prepare an update of baseline socioeconomic (population, housing and employment), land use, and infrastructure (flood control, utilities, and telecommunications) conditions for the study area. An inventory of existing planned improvements will also be developed using existing resources developed by utility providers.

1.1.2 Bureau of Land Management (BLM) Coordination - The members of the consulting team will meet with BLM officials to discuss the process, schedule and requirements of the bureau's release of land in the North Valley Region. This analysis will focus on summarizing land absorption rates and impacts that may occur in the Las Vegas Valley during build out.

1.1.3 Conduct stakeholder interviews with officials and planners from the City of Las Vegas, North Las Vegas and Clark County as well as land developers, utility planners and others associated with growth issues in Las Vegas Valley to determine markets, locations and issues associated with fringe area development. The results will be presented graphically through preparation of a land use map.

1.1.4 Prepare a summary of applicable growth management and other planning policies (with supporting maps) in the region as well as anticipated growth in the North Valley for inclusion in the study report. Revised assumptions regarding land use characteristics, growth points and corridors, land use planning goals, and strategies, as well as opportunities for transit oriented development. The impact of these policies and opportunities on anticipated densities and alternative future scenarios will be included. A draft version of this summary will be submitted to the stakeholders for review and comment. This information will be included in the summary report about regional transportation challenges and the Draft and Final Study Reports.

1.1.5 Using the findings discussed above, the consulting team will prepare updated low, medium, and high forecasts that allocate population, employment, housing and land use to Traffic Analysis Zones (TAZ) in accordance with the City of Las Vegas, City of North Las Vegas and Clark County adopted existing and future land use plans, as defined through design workshops. The "low" forecast will be based on the Phase 1A model, the "medium" forecast will utilize the revised control totals adopted by the RTC and the high forecast will assume a build out of the North Valley area.

This subtask will use Community VIZ software to depict the land use and transportation scenarios. Community VIZ is a GIS-based planning tool that examines the transportation alternatives from future land use perspectives. In addition, this subtask will include any necessary data updates required to calibrate the City of Las Vegas' travel demand model to represent current baseline conditions. (Actual efforts to define work needed for the data updates will be determined in consultation with the City of Las Vegas' planning and modeling personnel).

1.2 Analyze traffic impacts that may result from anticipated land development in the North Valley region

1.2.1 Conduct travel demand modeling using the City of Las Vegas' travel demand model to estimate trip loadings for the low, medium and high forecasts on the existing regional transportation network. Measures of effectiveness (MOE) will be estimated at both the regional level and the sub-area level. MOEs will include changes in vehicle miles traveled (VMT), vehicle hours traveled (VHT), link levels of service and intersection delay. These model runs will be completed along the corridor consistent with the assumptions adopted in 1.1.4.

1.2.3 Summarize the impact of additional trips on the region's transportation network and note changes in regional MOEs and identify locations of resultant congestion.

1.2.4 Present findings in a graphical and text format to the project Steering Committee for comment input and critique.

Products – Prepare a report that describes regional transportation challenges. Identify locations graphically of resultant congestion and summarize the MOEs for the baseline and forecasted scenarios. Define corridor needs, intersection locations and detail forecasts assumptions. Provide supporting text, graphics, maps, and model results for inclusion in the Draft and Final Study Reports

Task 2.0 Develop Alternatives

Objective: To develop a full range of multi-modal alternatives that may address the purpose and need for a transportation improvement in the North Valley region

2.1 Examine existing policies, plans, and studies
Examine previous existing public policies as enunciated in existing transportation studies, land use plans, capital improvement programs, congestion management studies, transit plans and identify transportation improvements that may be anticipated for the North Valley region. The following will be examined:

- Regional Transportation Plan/Transportation Improvement Program.
- Las Vegas Valley Transit Development Plan.
- State Implementation Plans (CO and PM10).
- Southern Nevada Regional Airport Systems Plan.
- City of North Las Vegas Comprehensive Plan.
- City of Las Vegas, City of North Las Vegas and Clark County Master Streets and Highway Plan.
- Other land use and master development plans prepared by or for the cities of Las Vegas, North Las Vegas and Clark County.
- Nevada DOT's I-15 Northeast Corridor Study, US 95 Environmental Impact Study and the US 95 Environmental Assessment from Craig Road to Kyle Canyon Road.

- Any consensus-based transportation improvements and/or roadway network modifications as a result of the planning charettes conducted by the City of Las Vegas, City of North Las Vegas, Clark County, the RTC and NDOT.

2.1.1 Examine need for transit services in the North Valley region – The corridor for transportation improvements along the northern fringe of Las Vegas that is anticipated to be made available by the BLM will likely be adequate to accommodate both highway and transit facilities.

This subtask will document area transit plans to identify possible existing and planned North Valley transit routes, and possible transit facilities. Types of services to be addressed include traditional fixed route bus service, express bus services, bus rapid transit (Metropolitan Area Express), and fixed guideway services (CATRail) that could connect the North Valley with other Las Vegas destinations and locations.

The subtask will also investigate existing and forecast land uses, population, and development (residential, commercial, industrial, resorts and gaming) to determine the need for expanded transit services in the North Valley region. The market and growth information gathered to identify needed roadway improvements will be further analyzed to reveal potential origins and destinations that may emerge in the North Valley. The analysis will examine opportunities for transit-oriented development in North Valley regions.

Multi-modal transit alternatives will be developed for the proposed corridor. The basis for this analysis will focus on TAZs that contain or are forecast to contain demographics and land use characteristics consistent with transit demand. The anticipated developments that support transit demand, including resorts, casinos, hotels, medical facilities and other labor-intensive operations, will be defined and mapped. The analysis will also include defining TAZs that may have the potential for transit oriented development. The results of transit needs investigations will also be considered during travel demand modeling efforts, stakeholder interviews, public involvement activities and alternatives development charettes.

<u>Products</u> - Text and graphics including updated land use maps will be prepared to document the findings of the investigations and the results will be presented during the stakeholder presentations and charette.

2.2 Develop conceptual alternatives

2.2.1 The objective of this subtask is to establish logical termini and transportation strategies for the improvement alternatives.

A design charette shall be conducted. The purpose of the charette will be to define conceptual alternative alignments and develop a range of transportation improvements within the corridors that may include general-purpose lanes, high occupancy vehicle lanes or managed lanes, transit improvements including bus lanes and fixed guideway modes, expansion of the existing roadway grid system, bicycle facilities, shared use paths, as stand-alone as well as possible combinations of such improvements. Other issues to be addressed during the charette will be access control, interchange locations access to the and across the gun range, and improvement cross-sections based on information furnished by the consulting team. Participants in the charette will be provided with aerial photos and topographical maps of the region as well as maps depicting constraint information gathered in the environmental scan task.

Also included in the alternatives development process will be the defining of a no-build option as well as a transportation systems management (TSM) alternative. The TSM alternative will focus on minor improvements to the existing regional road and street network. Transit Oriented Development strategies may also be identified. Such strategies will be predicated upon a clear understanding of the market realities defined in Task 1.1.4.

2.2.2 Following the Steering Committee charette, the consulting team will examine all alternatives for fatal flaws to identify those that could be set aside from further consideration. The findings of this examination will be submitted to the steering committee for approval and subsequently documented in text and map for use in future project development phases.

Products – Text and maps to delineate improvement alternatives for subsequent evaluation, refinement and screening as well as other issues raised during the charette.

Task 3.0 Conduct and Administer Public Involvement Program

Purpose – To engage the public throughout the feasibility study process. For the purpose of this study, "public" is defined as stakeholders, media and the general public (especially residents living in the study area or who may be affected by the proposed transportation improvements).

3.1 Present findings to stakeholders

The findings of the alternatives definition charette will be informally presented during a series of stakeholder meetings to obtain input, critique and preferences. Findings from the interviews will be documented for use during the alternatives screening process.

3.2 Publicize project activities through local media

A media kit will be prepared for distribution to area TV, radio and newspapers that will supply a news release, a study area map, list of participants, purpose and need for the improvement, project process, contact information, alternatives being studied, project and meeting schedule as well as a list of anticipated questions and responses. A draft of the media kit will be submitted to the City of Las Vegas study coordinator for review and ultimate distribution. Periodic updates of the media information will be furnished as the project progresses.

3.3 Establish a project website

A project website will be established and used to solicit public comment regarding the initial list of improvement alternatives. The purpose and need information for the project will be presented on the website along with information pertaining to identified constraints and improvement alternatives. The website will also provide a mechanism for recording public preferences and concerns related to the improvement alternatives.

3.4 Conduct public meetings

The public scoping meetings will be employed to acquaint the public with the project's purpose and procedures as well as to collect information regarding public perceptions, issues and concerns about the project and to identify environmental constraints or resources known to the public to be in the area.

The meetings will be held in the North Valley area along the study corridor and will be open forum events during which the public can attend at their convenience, examine the project displays, and record their preferences, concerns, questions and opinions via forms and questionnaires. The project displays will consist of large aerial photo based maps of the area with the improvement alternatives superimposed in contrasting colors. Other displays will consist of the constraints map, visual simulations that depict artist's concepts possible transportation improvements superimposed over actual photographs of the project area, and public-friendly typical cross sections. Residents who attend the sessions will be encouraged to ask questions of the study's planners and engineers mark up the project displays to note their suggestions and concerns as well as to fill out questionnaires to record their input.

Three rounds of open forum public meetings are anticipated. Each round will involve meetings near each end and in the central region of the study corridor.

Round 1 – Project Introduction

Round 2 – Presentation of Alternatives

Round 3 – Report Findings and public scoping for the BLM EA

3.4.1 The first round of meetings will be employed to acquaint the public with the project's purpose and procedures as well as to collect information regarding public perceptions, issues and concerns about the project as well as to identify environmental constraints or resources known to the public to be in the area.

3.4.2 A second round of public forums will be conducted to present the findings of the alternatives screening process and display the options that address the project's purpose and need to the greatest extent and provide the most benefit at the least cost in terms of resources and intrusion. Again, the public will be encouraged to record their preferences and concerns via questionnaires and/or the website. At this last round of public meetings the findings of the report will be presented which will also serve as the scoping meeting for the BLM EA.

3.7 Provide stakeholder briefings
The consultant team will participate in stakeholder briefings that will include meetings with elected officials in order to explain the results of the study to date, the process used to determine the findings and to obtain comments and feedback from officials who have an interest in the improvement.

The consulting team will provide project briefings during the course of the study to entity councils and boards in accordance with the following schedule:

- City of Las Vegas 2
- City of North Las Vegas 2
- Clark County 2
- RTC, (or) 2
- RTC EAC 2

Products - The products to be provided during the public involvement process include summaries of documents developed throughout the study as well as maps from the charette process.

Task 4.0 Alternatives Screening

Purpose – To narrow the number of alternatives to those that are more effective for addressing the purpose and need for the project. This more narrow range of alternatives will become the subject for advanced environmental, technical and engineering studies.

4.1 Develop Alternatives
This subtask will provide information to enable a comparison and evaluation of the alternatives identified during the charette.

4.1.1 The City of Las Vegas travel demand model will be used to determine the degree to which each of the improvement alternatives reduces congestion that may result from expanded land development in the North Valley region. The modeling will also provide a preliminary estimate of increased transit ridership produced by each of the alternatives as well as affects on Las Vegas' air quality in terms of CO and particulate matter. Travel demand modeling will also be used to compare the effects of providing a new transportation facility development of the region without the proposed improvement. Comparative MOEs may include VMT, VHT, vehicle to capacity (V/C) ratios, link speed and LOS, intersection delay and effects on travel times.

4.1.2. Conceptual engineering will be conducted to provide a footprint for each of the alternatives to afford a determination of affects to identified resources. Additionally, limited conceptual engineering will be conducted to develop planning level costs for each of the alternatives being analyzed and to develop a legal description for the right-of-way requirements. The analysis will, based on available information, identify major drainage structures, retaining walls, interchanges, bridge structures, major box culverts, noise abatement walls, cross sections and other engineering details to a level appropriate for planning studies in order to develop the cost estimates. Estimates for right-of-way costs will be based on data obtained from land sales in similar locations in the Las Vegas area. Also, information developed in this task will be used to produce traditional cost benefit analyses.

4.1.3 Identify Environmental Constraints – This task involves the development of an environmental constraints map and data to support Alternatives Screening in the feasibility study.

Field review – The consulting team will examine the project corridor in the North Valley area via on-site reconnaissance in order to field verify and improve accuracy of information previously obtained from available sources and contained in the BLM's EIS that is being prepared for the revision of their Resource Management Plan for the sale of lands in the North Valley. The consulting team will also conduct an initial round of public meetings (see task 3.3) to determine the presence of environmental issues that can influence recommendations for and locations of improvement alternatives. Additionally, environmental issues that can affect the eligibility for future federal aid will be identified. Areas of obvious concern are wetlands, potential hazardous materials sites, parks and recreation areas, cultural resources (such as historic sites and archeological resources), sensitive noise receptors, cemeteries, schools, churches, developed areas that would require extensive relocation of dwellings and businesses, areas of Native American sensitivity, abandoned service stations (leaking underground storage tanks) and minority owned businesses and neighborhoods that could suggest environmental justice issues.

An environmental constraints map will also be prepared (for inclusion in the draft and final reports) for the area that displays land uses that generate large amounts of traffic such as hospitals, schools and shopping centers, industries, etc. The graphic will also depict areas of possible environmental concern such as cemeteries, churches, schools, wetlands, cultural resources (including sensitive Native American sites), documented endangered species habitats, parks (such as the proposed shooting park), service station or industry sites that may contain leaking underground storage tanks, minority neighborhoods and/or businesses that could indicate environmental justice issues, etc and that could inhibit development of proposed improvements.

The constraints map will be used to facilitate public involvement, alignment location decisions and alternative evaluation.

<u>Products</u> - text and maps to illustrate constraints.

4.2 Alternatives Screening – The identified improvement alternatives will be evaluated and compared based on effectiveness in addressing the purpose and need for a transportation improvement in the region, the level of anticipated benefits, and the level of cost based on environmental, community, and financial criteria.

4.2.1 A draft evaluation matrix will be developed by the consulting team for approval by the steering committee. Evaluation factors may include:

- Degree to which anticipated traffic problems from proposed development are addressed
- Ability to help manage land use planning for the region
- Beneficial impacts to air quality
- Public Preferences
- Consistency with area development/transportation plans
- Cost
- Cost benefit analysis
- Impacts to identified resources (e.g. Wildlife areas, shooting park, open space, Native American issues, drainage ways, major utilities)

4.2.2 A meeting of the study's steering committee will be convened to evaluate the alternatives. The evaluation process and factors will be submitted to the steering committee for approval and agreement prior to comparing the alternatives. The methods for determining how each alternative will be rated will be agreed upon prior to actual comparison. The matrix will employ a "consumer report" type of evaluation in which each factor is rated with a symbol for high, medium or low. A consensus of the ratings will be compiled to produce a ranking of the alternatives. The steering committee will be requested to select which of the higher ranked alternatives best meet the purpose and need for the project and recommend which should be advanced in subsequent project development phases.

4.2.3 The findings of the evaluation process will be posted on the project website and will be the subject of another round of public meetings, stakeholder presentations, media releases during which input regarding the decisions of which alternatives to advance will be solicited.

<u>Products</u>

- A Technical Memorandum based on travel demand modeling that documents the effects of each alternative on traffic flow and air quality in the North Valley region

- Conceptual lay-outs, cross sections from interchange to interchange and cost estimates for each alternative

- Environmental constraints map

- Screening data and an evaluation matrix that displays a comprehensive comparison of all alternatives

- Meeting facilitation and documentation of the alternatives screening process

- Website updates and media releases (text and graphics) that describe alternatives selected for future study to improve long term traffic flow in the North Valley Region

Phase II- BLM Environmental Assessment

Task 5.0 Environmental Analyses

Purpose - This task involves preparing environmental analyses and documentation necessary to address Bureau of Land Management requirements for transfer of land for the proposed transportation corridor. Under BLM procedures, the applicant (the City of Las Vegas) must prepare an analysis compliant with NEPA to determine impacts that may result from the proposed action.

5.1 Tiered Environmental Assessment for the North Valley Mountain Edge Parkway Corridor

Introduction - As stated in the BLM handbook, "tiering" is used to prepare a more specific or more narrow environmental documents without duplicating relevant parts of previously prepared, more general, or broader documents (e.g. Resource Management Plan EIS). A meeting was conducted among representatives of the BLM, the City of Las Vegas and the consulting team that concluded a tiered EA may be an appropriate and efficient procedure for NEPA compliance associated with transfer of BLM land for the transportation corridor

The BLM is currently in the process of completing an EIS for revision of their North Valley Management Plan to transfer or auction lands to promote organized local community development. As noted by the BLM, the information and findings in this EIS, which will be referred to as the parent document, can be a source document for a tiered Environmental Assessment (EA) that may be adequate for use as background and resource material for efficient NEPA compliance associated with the land transfer for the Mountain Edge Parkway Corridor (MEPC).

It is assumed for purposes of this scope of services that the parent EIS will provide all data and analyses for the subject transportation corridor needed for preparation of a tiered EA.

5.1.1 Need for Proposed Action – This subtask will examine the parent document to determine and describe the relationships between the overall need for making BLM land available for development in the North Valley area and relevant information pertaining to transportation. This information will be combined with the purpose and need information developed in the feasibility study (task 1.0). Specific discussion will be provided to define:

1) Linkages between the BLM Action to release federal lands for the project and the benefits of the project.

2) How the land transfer will not prejudice future federal decisions pertaining to project financing.

3) How action by the BLM to release land for the transportation facility will be based on a reasonably foreseeable project.

5.1.2 Conformance with Proposed Land Use Plans – Data from the parent document as well as information gathered during the preparation of the feasibility study (i.e. document reviews/public involvement/stakeholder interviews) will be analyzed to determine and present conformity of the transportation corridor with Las Vegas, North Las Vegas, Clark County, RTC and other land use plans for the project area.

5.1.3 Relationship to Statutes, Regulations and Other Plans – Information from the parent EIS will be combined with findings and investigations conducted during the feasibility study to address this subject.

5.2 Proposed Action and Alternatives

5.2.1 Proposed Action – References to transportation improvements, issues and needs will be drawn from the parent EIS and expanded with information developed for the feasibility study. The description of the proposed transportation improvement will be enhanced through the analyses and screening conducted in the feasibility study and expanded by findings from the stakeholder interviews, public involvement sessions and results of the travel demand modeling and other findings from the feasibility study.

5.2.2 Alternatives – The alternatives presented in the parent EIS will be examined and expanded to describe the proposed transportation corridor right-of-way. A more narrow description and map of the area for the proposed transportation facility right-of-way will be included that shows the basic alignment and interchange locations developed during the feasibility study. The no build alternative will be described and a discussion of advantages and disadvantages of not reserving land for use in the regional transportation system to accommodate anticipated development in the North Valley will be presented.

5.3 Identify Affected Environment

Background data and analyses regarding existing environmental conditions gathered and developed during the preparation of the parent document will be examined and pertinent information will be extracted and synthesized for inclusion in the EA.

The area for the proposed transportation corridor will be isolated to more succinctly scrutinize previously identified existing environmental conditions in the study area. A more narrow description of these conditions will be developed and expanded by any findings from the public and agency involvement activities conducted for the study. Specific areas to be documented for further study include:

- Air Quality
- Areas of Critical Concern
- Cultural Resources
- Farm Lands (prime or unique)
- Floodplains
- Native American Religious Concerns
- Threatened or Endangered Species
- Wastes, Hazardous or Solid

- Water Quality – Drinking/Ground Wetlands/Riparian Zones
- Wild and Scenic Rivers
- Wilderness
- Land use
- Visual Resources
- Endangered Species
- Socio-economic characteristics
- Environmental Justice
- Parks and recreation areas
- Cemeteries
- Noise and vibration
- Economic issues
- Public facilities i.e. utilities, schools, etc.

5.4 Assess Impacts of Proposed Action and Alternatives
The consultant will examine each of the items listed in subtask 5.3 to determine possible direct, indirect and cumulative impacts. The examinations will focus on significant changes to existing conditions that may result from corridor preservation within the proposed corridor as well as issues noted during the scoping meetings and public meetings.

It should be noted that the BLM's EIS for revising their Resource Management Plan to allow for sales and auctions of land for future development in the North Valley established a methodology for forecasting land use. The method divides the area into section-sized grids to determine anticipated land uses for a 100' perimeter of each section. This forecast is subsequently applied to the entire section and is used to determine area densities and transportation modeling network loadings. The consulting team will carefully review this process to determine if more precise applications are required to improve the accuracy of traffic forecasts as well as to account for proposed transportation improvements and land uses that may be inconsistent with the established grid process (i.e. diagonal routes that traverse areas in which data was not developed).

The analysis will draw from information contained in the parent document and supplemented if necessary by the consulting team assumptions. Cumulative impacts resulting from development of transportation facilities in the corridor will be developed from information in the parent document.

Analyses, reviews, field reconnaissance and documentation will be conducted in accordance with the BLM's National Environmental Policy Act Handbook and other applicable BLM environmental requirements and guidance.

5.5 Identify Mitigation Measures
Mitigation measures identified in the parent document will be examined to determine their applicability to the transfer of land for preservation of right-of-way for a future transportation facility. Appropriate information will be extracted and included in the EA. The consulting team, subsequent to identification of the environmental impacts assessed

in task 5.2 will determine additional mitigation measures that may be required to address identified impacts. A mitigation plan will be drawn up and presented to the City of Las Vegas and the BLM for concurrence and/or revision. Upon approval, the mitigation plan will be included in the EA as a commitment for addressing impacts identified in task 5.4.

6.0 Public Involvement

6.1 Conduct Agency Scoping Meeting
The consulting team and project sponsors will conduct a meeting of concerned agencies and organizations with an interest in the area proposed for the corridor in order to identify specific issues associated with preservation of right-of-way. During the meeting, the team will provide information and findings from the parent BLM parent document, descriptions and maps of the land proposed for the corridor and information about existing conditions within the corridor that are obtained in task 5.2.

6.2 Conduct Public Scoping Meeting
The consulting team will review original BLM EIS to identify previously determined agency and public issues related to the area proposed to be transferred from BLM lands to accommodate the corridor. This information will be supplemented by a separate public scoping meeting to be conducted exclusively for the transportation corridor right-of-way preservation. The public scoping meetings will be conducted in association with the environmental processing for the BLM's release of land to provide right-of-way for the proposed transportation facility and appurtenances (such as bicycle paths, pedestrian trails, utility easements, transit ways, noise abatement areas, etc.).

6.3 Conduct interviews with concerned agencies and organizations
The consulting team will meet with agencies and organizations, including the City of Las Vegas, Clark County, the City of North Las Vegas, RTC, and NDOT, to update issues associated with a North Valley transportation improvement. Examples of updates may include growth policy issues, equestrian issues, Native American concerns, transit concerns and planned development in the North Valley region that may be inconsistent with a regional transportation improvement. Additionally, the consulting team will meet with regional utility providers to identify major public utility facilities that could be impacted by a transportation improvement in the region.

<u>**Deliverable**</u> – A Tiered Environmental Assessment (TEA) to support the transfer of the 660' wide multi-use corridor from the BLM to the project sponsors. The TEA will comply with the guidance contained in the BLM's handbook for compliance with NEPA

Task 7.0 Provide Survey, Mapping and Legal Description for Land Transfer

<u>Purpose</u> – To support the BLM EA, a centerline survey and aliquant legal description in the Kyle Canyon Gateway area and a map and legal description for the remainder of the area involved in the transfer.

7.1 Kyle Canyon Gateway Area- Prepare legal description for the Mountain Edge Parkway Corridor through the Kyle Canyon Gateway area.

7.2 North Valley Corridor- Prepare legal description in accordance with BLM for the remainder of land needed for North Valley Mountain Edge Parkway Corridor including interchanges.

Task 8.0 Preparation of Draft and Final Reports

Purpose - This task will document the findings of the feasibility study and provide a basis for advanced environmental processing and preliminary engineering.

Methodology - The findings from the above tasks will be used as a basis for preparing the final report. At a minimum, the report will contain:

- Review Coversheet
- Report Narrative
- Purpose and Need
- Study Area Map Showing Corridors
- Issues/constraints map
- Existing System Information (Traffic, Capacity Analysis, and Level of Service Analysis for the years 2015 and 2035)
- Traffic and Land Use Data and Analysis
- Deficiency Analysis or Discussion (include existing conditions and capacity analysis)
- Development of Proposed Corridors
- Proposed Improvements (including typical section drawings)
- Opinion of Estimated Costs for Each Corridor
    - Right-of-Way
    - Construction
    - Preliminary and Construction Engineering
- Environmental Analysis
- Evaluation Process and Matrix
- Study Findings and recommendations

Deliverables – Three sets of deliverables will be provided:

- Draft and Final Feasibility Study
- Draft and Final Environmental Document for BLM Land Transfer for Transportation Corridor Right-of-Way

Quantities of Deliverables to be furnished by the consultant are:

- Fifty paper copies and fifty CDs of the initial draft reports and back-up information for City of Las Vegas review
- Fifty paper and digital copies of the revised draft report for review by RTC and other entities as requested

- Fifty paper and digital copies of the final draft report for steering committee and agency review
- Fifty paper and digital copies of the final report for approval
- Report Text (in PDF format) and Figures (in an approved electronic format)
- Data collected by the Consultant or sub-consultant in the course of conducting this study
- All technical memoranda prepared during the study
- Documentation of meetings with the public, stakeholders and officials
- Opinion of Estimated Costs information

Task 9.0 Project Management, Coordination and Quality Control

Purpose – The purpose of this task is to assure accurate and efficient progress of the study, performance of administrative requirements.

Task 9.1 PMT Meetings and Coordination- The consultant will prepare backup materials including agendas, technical memoranda, and maps necessary to conduct a monthly project management technical (PMT) meeting. Coordination involves bi-weekly meetings and contacts (which may include phone calls, e-mails or meetings) with the City of Las Vegas coordinator and supervision of the work of the subconsultants. It includes development and maintenance of schedules, review of deliverables prior to submission to the City of Las Vegas coordinator, responding to inquiries, revising reports as directed and overall coordination and supervision of all members of the consultant team during the course of the study.

Task 9.2 Invoicing – This subtask includes preparing invoices and appropriate support documentation for submission to the City of Las Vegas, paying the subconsultants, maintaining time sheets, expenditure information and other cost items for future audit requirements, processing expense claims, paying vendor invoices associated with the project as well as other administrative items necessary to support the project manager and other project participants.

Task 9.3 Document Control/Preparation - This subtask includes logging and retention of information obtained to conduct the study. It also covers technical support time in preparing written documents pertaining to the project.

Task 9.4 Visual Simulations - This task covers the consultants role in developing visual simulations.

Task 10.0 Quality Assurance and Control (QC)

All draft reports will be thoroughly reviewed by a senior technical representative of Parsons Brinckerhoff prior to submission to the client and Steering Committee. The QC reviewer will verify that the information presented conforms to the project requirements; the information is orderly, effective and accurate, and that the conclusions are justified and that the appropriate issues have been addressed.

Deliverables –
- Invoices
- Monthly Schedule Updates
- Monthly Progress Reports
- Time Sheets and Expense Documentation
- Quality Review Drafts and Notes

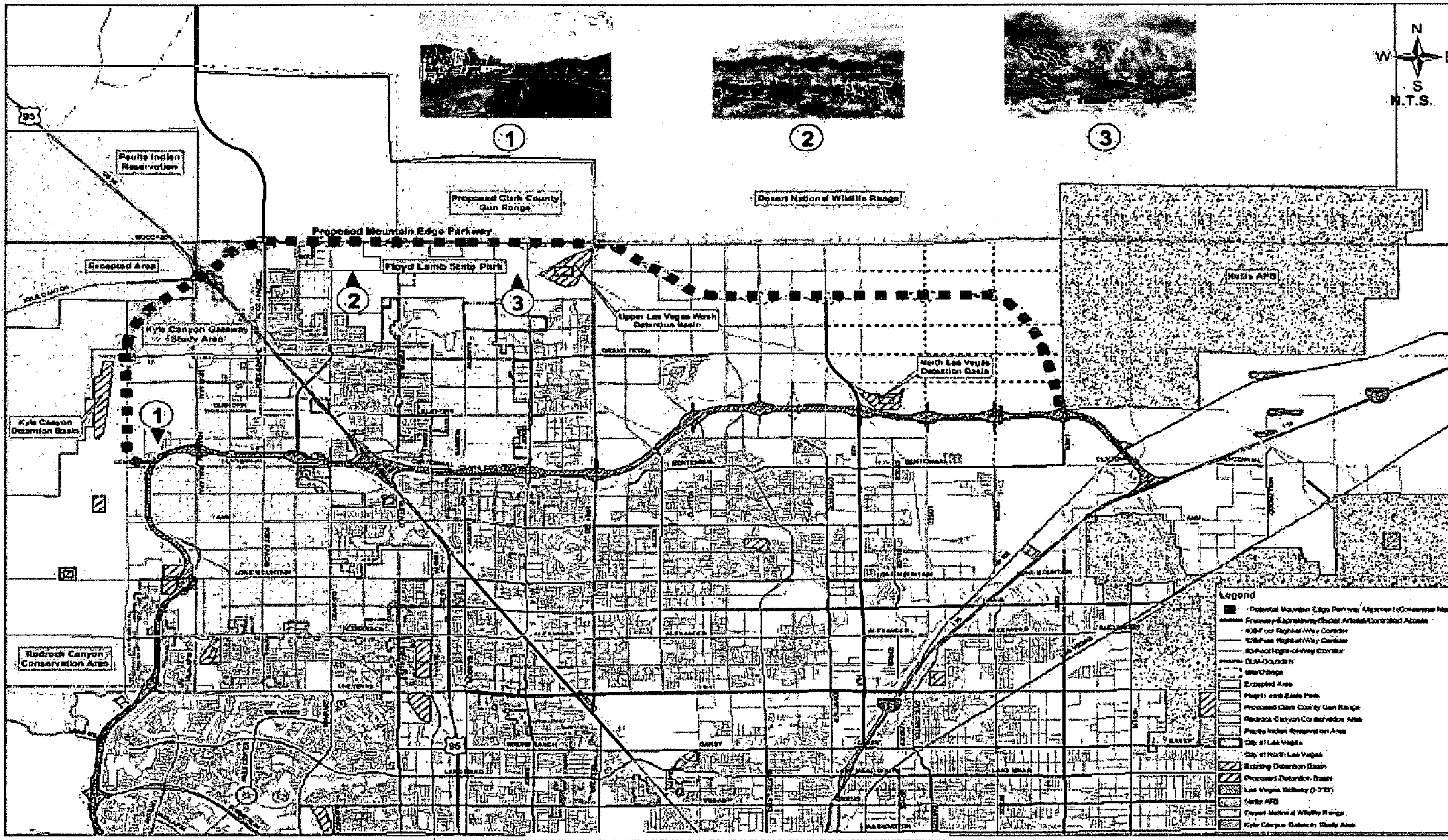


EXHIBIT B - ISSUES MAP
North Valley Mountain Edge Parkway
Corridor Feasibility Study

EXHIBIT - B ISSUES MAP

Exhibit C- Manhour Estimates

Position Classifications	Admin	CADD	Tech Support	Plr/Engr.	Dep. PM	Proj. Mgr	PIC	Totals
Phase I Feasibility Study								
Tasks:								
1.0 Develop Purpose and Need								
1.1 Examine Growth in North Valley								
1.1.1 Collect Existing Data				40	24	8		72
1.1.2 Determine Future BLM Sales				4		4		8
1.1.3 Stakeholder Interviews					40	24		64
1.1.4 Prepare Summary Document				24	24	8		56
1.1.5 Prepare Traffic Forecasts			16	64	48	16		144
1.2 Analyze Traffic Impacts								
1.2.1 Travel Demand Modeling for Trip Loads			80	40	40	16	2	178
1.2.2 Determine Growth Induced Congestion		16		16	40	4	8	84
1.2.3 Presentation to Steering Committee			8	16	24	8	2	58
2.0 Develop Alternatives								
2.1 Examine Previous Studies/Recommendations.								
2.1.1 Examine need for transit in North Valley		8	40	80	104	28	2	262
2.2 Develop Conceptual Alternatives								
2.2.1 Conduct Alternatives Development Charette			40		16	4		60
2.2.2 Fatal Flaw Analysis			16		16	4		36
3.0 Conduct Public Involvement								
3.1 Stakeholder Presentations					20	20		40
3.2 Media Kit		8			16	8		32
3.3 Project Website		8			24	16	2	50
3.4 Public Meetings								
3.4.1 Project Introduction		4	16		40	16	4	80
3.4.2 Presentation of Alternatives		4	16		40	16		76
3.4.3 Present Findings and Scoping		4	16		40	16		76
3.5 Brief Stakeholders					40	40		80

Exhibit C- Manhour Estimates

Position Classifications	Admin	CADD	Tech Support	Plr/Engr.	Dep. PM	Proj. Mgr	PIC	Totals
4.0 Alternatives Screening								
4.1 Develop Evaluation Information								
4.1.1 Congestion and Air Quality Analysis			80		64	24		168
4.1.2 Conceptual Engineering		40	40	40	24	18		162
4.1.3 Identify Environmental Constraints				16	24	8		48
4.2 Alternatives Screening Analysis								
4.2.1 Develop Evaluation Matrix			36		24	24	2	86
4.2.2 Conduct Evaluation with Steer. Comm.			40	32	40	24	8	144
4.2.3 Present Screening Results		16	16		16	16		64
Phase II BLM Environmental Assessment								
5.0 Environmental Analysis								
5.1 Tiered Environmental Assessment								
5.1.1 Need for Proposed Action		24	32		16	12		84
5.1.2 Conformity with Land Use Plans		24	80	24	32	8		168
5.1.3 Relationship to Plans, Statutes and Regs..				24	8			32
5.2 Proposed Action and Alternatives								
5.2.1 Proposed Action				16	16	8		40
5.2.2 Alternatives				16	16	8		40
5.3 Identify Affected Environment		32		72	64	40		208
5.4 Assess Impacts		32		80	80	40		232
5.5 Identify Mitigation Measures				24	24	24		72
6.0 Public Involvement for EA								
6.1 Conduct Agency Scoping Meeting		24		40	40	24		128
6.2 Conduct Public Scoping Meetings		24		40	40	24		128
6.3 Interview Agencies and Organizations		24		40	40	24		128

Exhibit C- Manhour Estimates								
Position Classifications	Admin	CADD	Tech Support	Plr/Engr.	Dep. PM	Proj. Mgr	PIC	Totals
7.0 Provide Surveys and Mapping								
7.1 Kyle Canyon Area	24	40	40	16		16	8	144
7.2 North Valley Area	24	40	40	16		16	8	144
8.0 Prepare Draft and Final Reports	26			80	64	40	24	234
9.0 Project Management								
9.1 PMT Meetings		144	36	36	144	144		504
9.2 Invoicing	40					24	8	72
9.3 Document Control/Preparation	288							288
9.4 Visual Simulations			240					240
10.0 Quality Assurance and Quality Control	144			288	288		144	864
Total Hours	**546**	**516**	**928**	**1184**	**1660**	**822**	**222**	**5878**

Exhibit D- Cost Derivative

Summary of Costs

Classification	Hours	Rate	Labor Cost
Administrator	546	$30.91	$16,876.86
CADD	516	$25.35	$13,080.60
Tech Support	928	$23.95	$22,225.60
Planner/Engineer	1184	$25.50	$30,192.00
Deputy PM	1660	$55.00	$91,300.00
Proj. Mgr.	822	$60.00	$49,320.00
PIC	222	$60.00	$13,320.00
Total Labor Cost			$236,315.06
OH Multiplier (1.56)			$368,651.49
Subtotal			$604,966.55
Direct Expenses			$9,775.00
Subconsultants			$262,000.00
Margin			$73,346.74
Total Estimate			**$950,088.29**

Direct Expenses:		
Airfare @9Trips $350		$3,150.00
Lodging 25 Nights@ $100		$2,500.00
Meals 25 days @ $40		$1,000.00
Car Rentals 25 days @ $45/day		$1,125.00
Mail and Fedex $250 ea.		$500.00
Printing $1500		$1,500.00
Total Direct Expenses		**$9,775.00**

Subconsultants		
Restrepo Consulting Group -		$20,000
Poggemeyer Design Group -		$212,000
Forsuthe Francis		$ 30,000
Subconsultants Subtotal		**$ 262,000**

Exhibit E-1 DELIVERABLES AND DUE DATES		
Section	**Item**	**Due Date**
1.0	Draft Purpose and Need Statement	6/25/04
1.0	Final Purpose and Need Statement	7/30/04
1.1	North Valley Growth Forecasts (Text and Graphics)	5/28/04
1.2	Transportation Challenges Report (Text and Graphics)	8/27/04
2.1	Summary of Previous Planning for North Valley	9/30/04
2.1	Summary of Transit Needs and Opportunities in North Valley Area (Text and Graphics)	10/29/04
2.2	Report Documenting Range of Alternatives to be Evaluated	11/26/04
3.1	Presentation Materials for Stakeholder Briefings	7/29/04
3.2	Media Kit (Text and Graphics)	8/27/04
3.3	Project Website (Maps/Displays/Graphics)	8/27/04-10/28/05
3.4	Documentation of Stakeholder and Public Scoping Meetings	8/27/04-7/29/05
3.7	Briefing Materials Re: Project Alternatives for Elected Officials	2/25/05 & 7/29/05
4.2	Alternatives Screening Materials: • Evaluation Matrix • Modeling Report/Traffic Impacts • Conceptual Corridor Engineering Results • Cost Estimates • Summary of Public Concerns and Preferences • Summary of Land Use Impacts and Issues • Air Quality Issues	1/28/05
4.2	Alternatives Screening Report – Draft • Conceptual Corridors, Cross Sections and Cost Estimates for Selected Alternatives (Text and Graphics) • Final Evaluation Matrix • Steering Committee Documentation • Technical Memorandum Documenting Screening Process and Results • Website Updates • Draft Media Releases	3/31/05
4.2	Alternatives Screening Report Draft	2/28/05
4.2	Alternatives Screening Report Final	3/31/05
5.0	Draft Tiered Environmental Assessment for BLM Land Transfer Text and Graphics documenting existing Conditions for: • Air Quality • Areas of Critical Concern • Cultural Resources	

	• Farm Lands (prime or unique) • Floodplains • Native American Religious Concerns • Threatened or Endangered Species • Wastes, Hazardous or Solid • Water Quality – Drinking/Ground Wetlands/Riparian Zones • Wild and Scenic Rivers • Wilderness • Land use • Visual Resources • Endangered Species • Environmental Justice • Parks and recreation areas • Cemeteries • Noise • Economic issues • Public facilities i.e. utilities, schools, etc. Text and Graphics Documenting Anticipated Impacts to: • Air Quality • Areas of Critical Concern • Cultural Resources • Farm Lands (prime or unique) • Floodplains • Native American Religious Concerns • Threatened or Endangered Species • Wastes, Hazardous or Solid • Water Quality – Drinking/Ground Wetlands/Riparian Zones • Wild and Scenic Rivers • Wilderness • Land use • Visual Resources • Endangered Species • Environmental Justice • Parks and recreation areas • Cemeteries • Noise • Economic issues • Public facilities i.e. utilities, schools, etc.	8/26/05
5.0	Final Tiered Environmental Assessment for BLM Land Transfer	8/26/05
5.1	Draft and Final Mitigation Plan	6/30/05 8/26/05
6.0	Public Scoping Meeting Displays, Questionnaires, Handouts and	2/27/05 –

	Documentation	8/26/05
7.1	Centerline Survey and Aliquant Legal Description of Kyle Canyon Property	6/25/04
7.2	Legal Description of Proposed Transportation Corridor	1/28/05
8.0	Draft Feasibility Report (Text and Graphics)	8/26/05
8.0	Final Feasibility Report (Text and Graphics)	9/30/05
9.0	Minutes from Management Team Meetings Progress Reports Progress Schedule Updates Invoices	5/28/04 – 9/30/05
10.0	Quality Review Documentation	June '04 – October '05

Exhibit F

CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

Parsons, Brinkerhoff Quade & Douglas, Inc.
3930 Howard Hughes Parkway, Suite 300
Las Vegas, NV. 89109

Project Name: ______________________

Attention: ______________________

Date: ______________________
Invoice #: ______________________
Job #: ______________________

Contract Task #	Description	Original Value of Task	% of Task Completed This Period	Value of Work Completed This Period	Hours Used To Date	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
1									
2									
3									
4									
5									
6									
7									
8									
9									
11									
13									
Subtotal ($)									

Expenses

Reimbursables

Other

Subtotal

Subconsultant

Subtotal

Subtotal all Services

Less 5% Retention

TOTAL AMOUNT DUE THIS INVOICE ______________________

Total Amount Billed To Date ______________________

Total Amount of Retention To Date ______________________

Total Amount of Contract (Not To Exceed) ______________________

Total Amount Remining In Contract ______________________

Please remit payment to:
Parsons Brinckerhoff Quade & Douglas, Inc.
P.O. Box 51615
Los Angeles, CA 90051-5915

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**	Block 2 **Description**
Parsons Brinckerhoff Quade & Douglas, Inc. Name	Subject Matter of Contract/Agreement:
3930 Howard Hughes Parkway, Suite 300 Las Vegas, NV 89109 Address	North Valley Mountain Edge Pkwy. Feasibility Study
702-697-8100 Telephone	
11-1531569 EIN or DUNS	RFP #:

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

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage, trail and streetscape amenity purposes on portions of land lying within the south half of Section 12, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located on the north side of the Grand Teton Drive alignment, between the Hualapai Way alignment and Puli Road alignment, APN 126-12-000-001 - 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northwest Quarter of Section 3, Township 21 South, Range 60 East, Mount Diablo Meridian, generally located along Del Rey Avenue and the Holmby Avenue alignment approximately 300 feet east of Buffalo Drive, APN 163-03-101-003 - Ward 1 (Moncrief)

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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of Gilcrease Avenue and the south side of Grand Teton Drive east of Tee Pee Lane, the east side of Tee Pee Lane and the west side of Fort Apache Road between Grand Teton Drive and Gilcrease Avenue, APNs 125-18-501-006 and -014 – 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Right of Way Grant for Fire Hydrant Purposes to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 29, Township 20 South, Range 60 East, Mount Diablo Meridian for two fire hydrant easements for the Durango Drive, Westcliff Drive to Vegas Drive Road Project, located on the west side of Durango Drive, APNs 138-29-601-003 and 138-29-501-007 – Ward 4 (Brown)

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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 - Baughman and Turner on behalf of Joseph Procida, owner (southeast corner of Solar Avenue and Conquistador Street, APN 125-18-401-013 and 125-18-401-014) - 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 16 single family dwellings located at the southeast corner of Solar Avenue and Conquistador Street. The owner proposes to connect to, and if not constructed at the time of development, extend, the 12" sewer line in Elkhorn Road to the western edge of pavement. The Planning Department has determined the project does conform to the City's General Plan for the area. 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

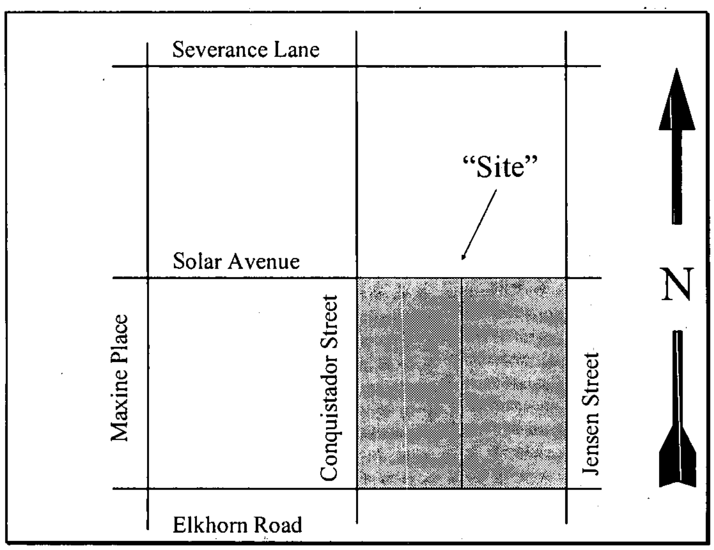
(9:49 – 9:51)
1-1522

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – BAUGHMAN AND TURNER ON BEHALF OF JOSEPH PROCIDA, OWNER (SOUTHEAST CORNER OF SOLAR AVENUE AND CONQUISTADOR STREET, APN 125-18-401-013 AND 125-18-401-014)

VICINITY MAP



City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Peterson Properties Real Estate Services, Incorporated, on behalf of PP Land Limited Partnership, owner (Durango Drive at El Captian 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 an approximate 5' wide area of landscaping on the west side of Durango Drive extending approximately 507' northward from El Capitan Way and an approximate 3' wide area of landscaping on the east side of El Capitan Way extending approximately 495' northward from Durango Drive consisting of landscaping to meet Town Center Landscaping Requirements for a proposed Walgreens. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

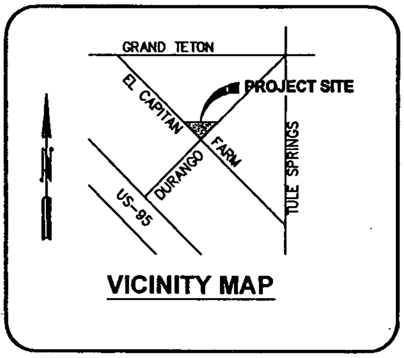
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Durango Drive at El Capitan Way)

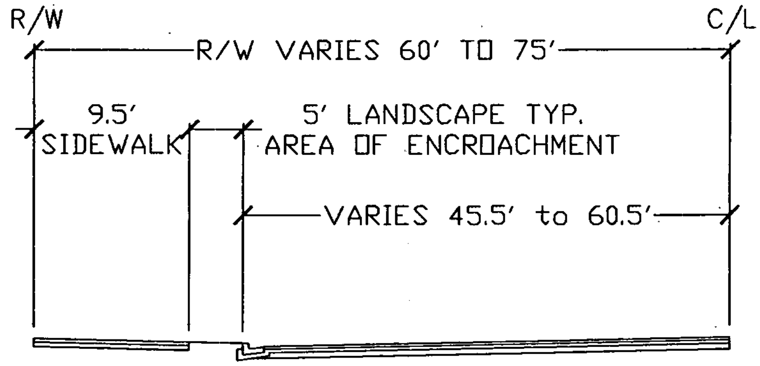
MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59:	**STRICKEN under separate action** (see individual item)
Item 64:	**ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522





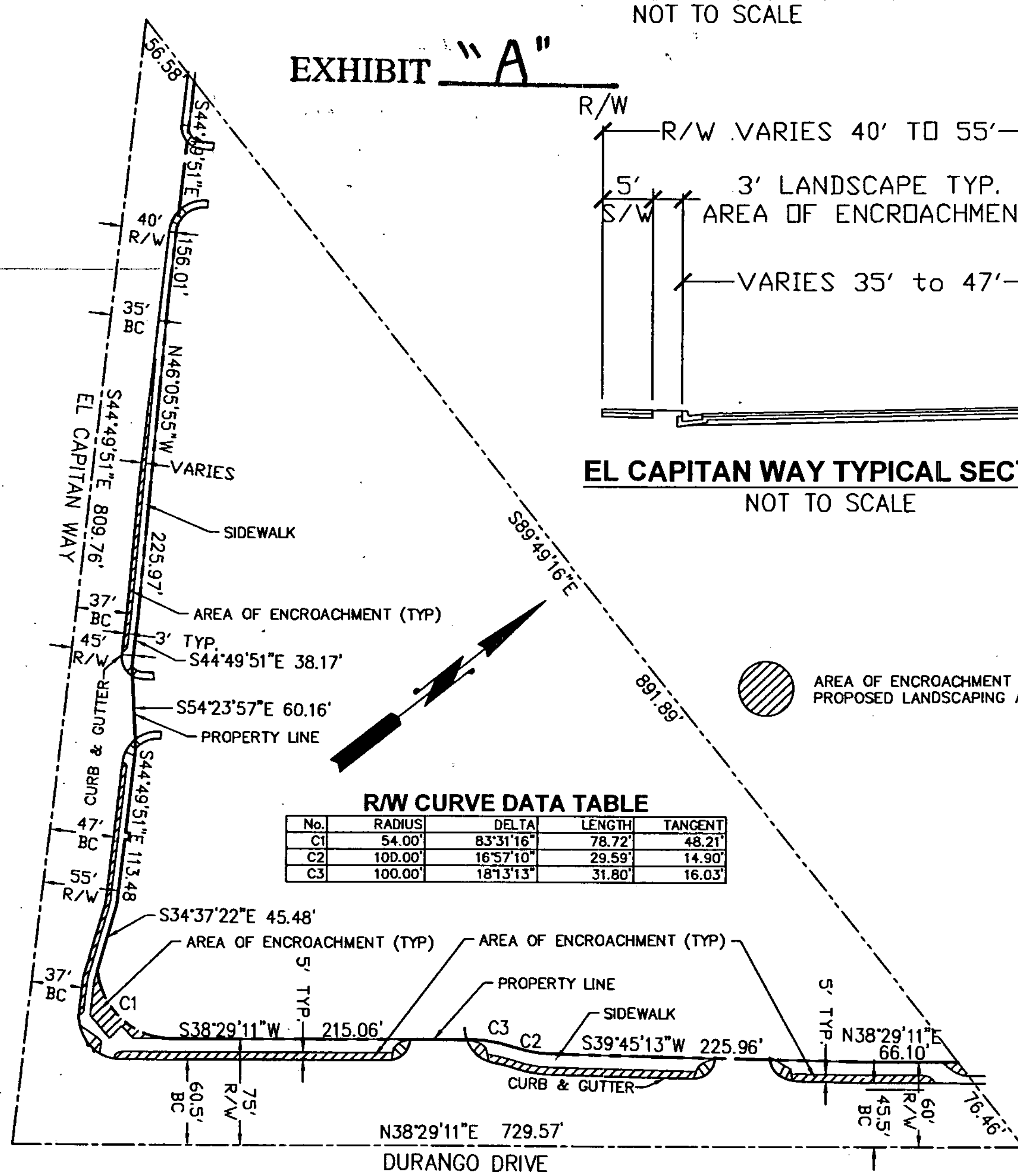
DURANGO DRIVE TYPICAL SECTION

NOT TO SCALE

EXHIBIT "A"

EL CAPITAN WAY TYPICAL SECTION

NOT TO SCALE



R/W CURVE DATA TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	54.00'	83°31'16"	78.72'	48.21'
C2	100.00'	16°57'10"	29.59'	14.90'
C3	100.00'	18°13'13"	31.80'	16.03'

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Rebel Oil Company on behalf of SH Corner, LLC, owner (northeast corner of Hualapai Way and Sahara Avenue) - Ward 2 (Vacant)

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 5' wide area of landscaping on the east side of Hualapai Way extending approximately 176' northward from Sahara Avenue and an approximate 14.5' wide area of landscaping on the north side of Sahara Avenue extending approximately 162' eastward from Hualapai Way consisting of trees, shrubs, ground cover, and an irrigation system for a proposed Rebel Convenience Store. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Hualapai Way and Sahara Avenue)

MOTION:

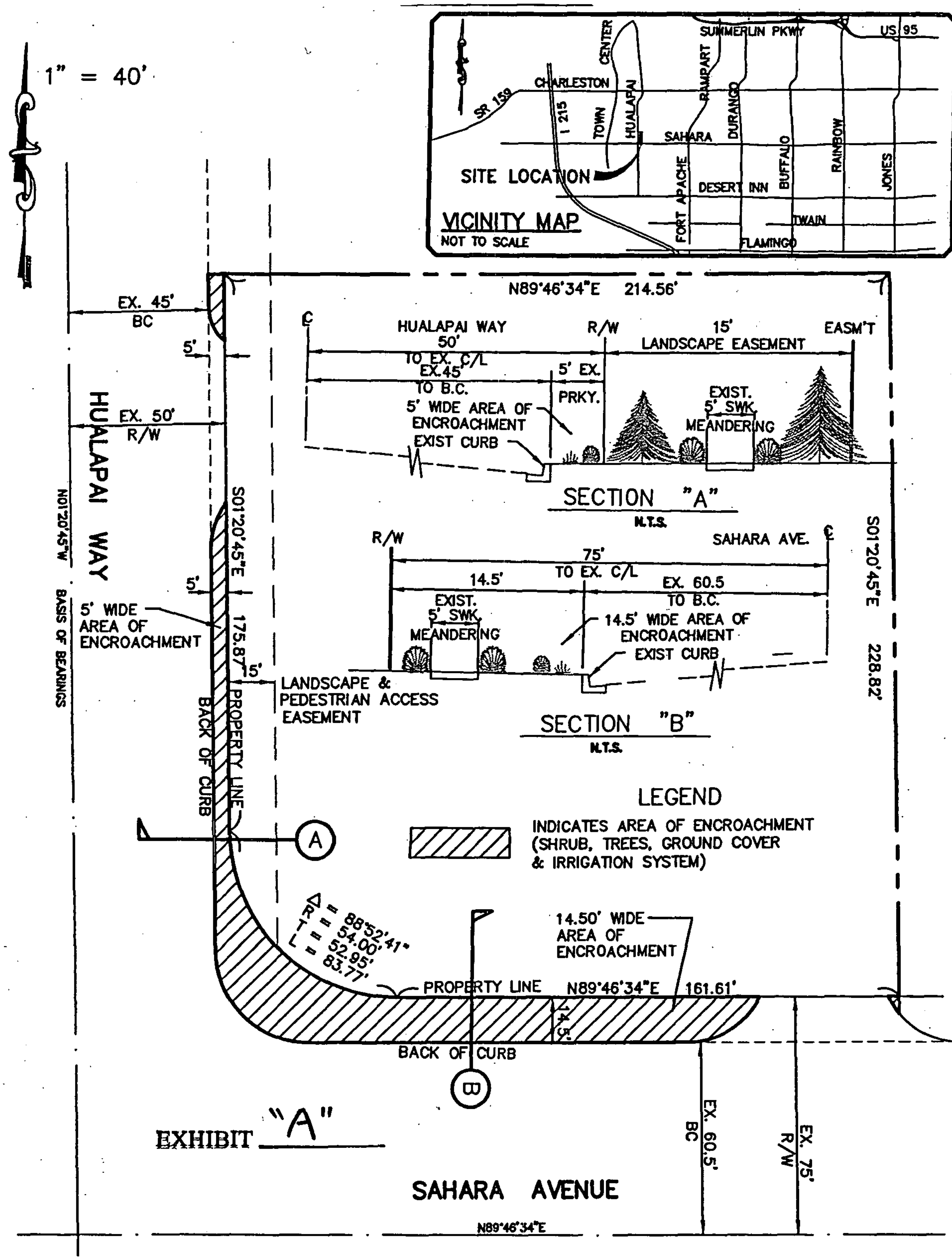
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522



1" = 40'
VICINITY MAP
NOT TO SCALE
SITE LOCATION
SUMMERLIN PKWY
US 95
CHARLESTON
SR 159
I 215
TOWN
CENTER
HUALAPAI
RAMPART
DURANGO
SAHARA
FORT APACHE
DESERT INN
BUFFALO
RAINBOW
JONES
TWAIN
FLAMINGO
N89°46'34"E 214.56'
EX. 45'
BC
5'
EX. 50'
R/W
HUALAPAI WAY
N01°20'45"W
BASIS OF BEARINGS
S01°20'45"E
175.87'
5'
5' WIDE
AREA OF
ENCROACHMENT
15'
LANDSCAPE &
PEDESTRIAN ACCESS
EASEMENT
BACK OF CURB
PROPERTY LINE
HUALAPAI WAY
50'
TO EX. C/L
EX.45'
TO B.C.
5' WIDE AREA OF
ENCROACHMENT
EXIST CURB
5' EX.
PRKY.
R/W
15'
LANDSCAPE EASEMENT
EASM'T
EXIST.
5' SWK
MEANDERING
SECTION "A"
N.T.S.
R/W
SAHARA AVE.
75'
TO EX. C/L
14.5'
EX. 60.5
TO B.C.
EXIST.
5' SWK
MEANDERING
14.5' WIDE AREA OF
ENCROACHMENT
EXIST CURB
SECTION "B"
N.T.S.
S01°20'45"E
228.82'
LEGEND
INDICATES AREA OF ENCROACHMENT
(SHRUB, TREES, GROUND COVER
& IRRIGATION SYSTEM)
A
Δ = 88°52'41"
R = 54.00'
T = 52.95'
L = 83.77'
14.50' WIDE
AREA OF
ENCROACHMENT
PROPERTY LINE
N89°46'34"E 161.61'
14.5'
BACK OF CURB
B
EX. 60.5'
BC
EX. 75'
R/W
SAHARA AVENUE
N89°46'34"E

EXHIBIT "A"

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an Encroachment Request from JHR Associates on behalf of Soho Lofts, LLC, owner (southwest corner of Hoover Avenue and Las Vegas Boulevard) - Ward 5 (Weekly)

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 balconies of floors 7 through 16 (floor 13 excluded) with each extending into the Hoover airspace 4.5' and landscaping on the south side of Hoover between Las Vegas Boulevard and 4th and landscaping on the east side of 4th extending southward from Hoover for approximately 30' consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Soho Lofts. 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" (Hoover Avenue between Las Vegas Boulevard and Fourth Street)
2. Copy of Encroachment Exhibit "B" (Hoover Avenue between Las Vegas Boulevard and Fourth Street)
3. Copy of Encroachment Exhibit "C" (Hoover Avenue between Las Vegas Boulevard and Fourth Street)

MOTION:

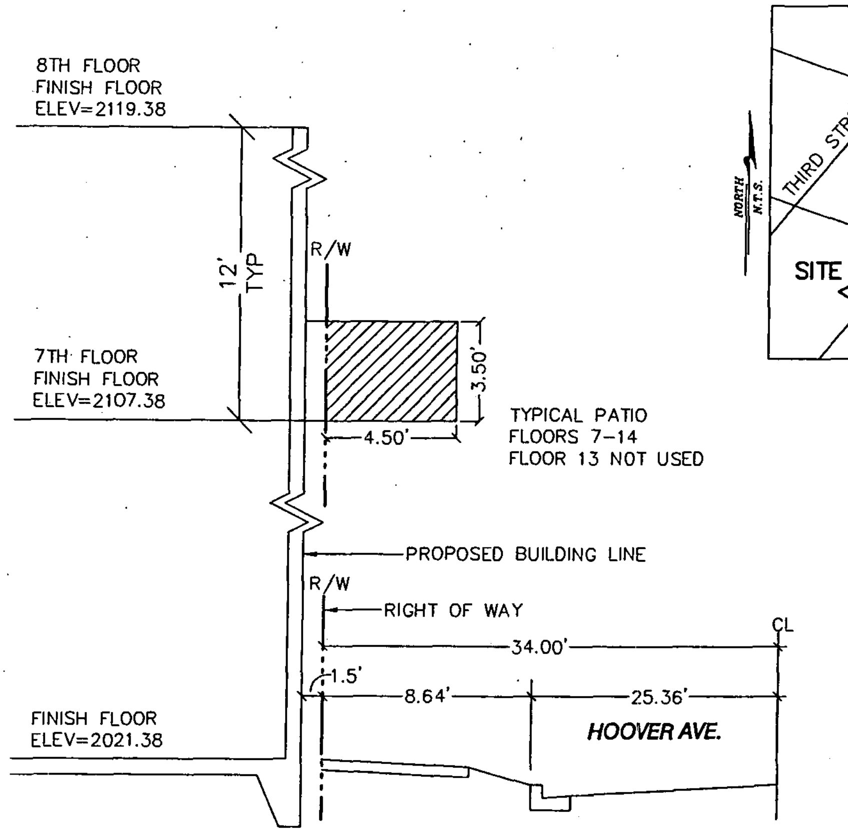
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

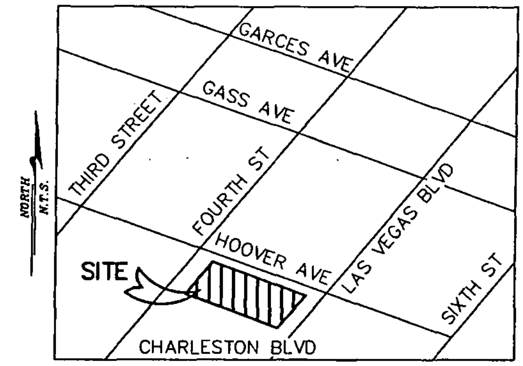
MINUTES:

There was no discussion.

(9:49 – 9:51)
1-1522

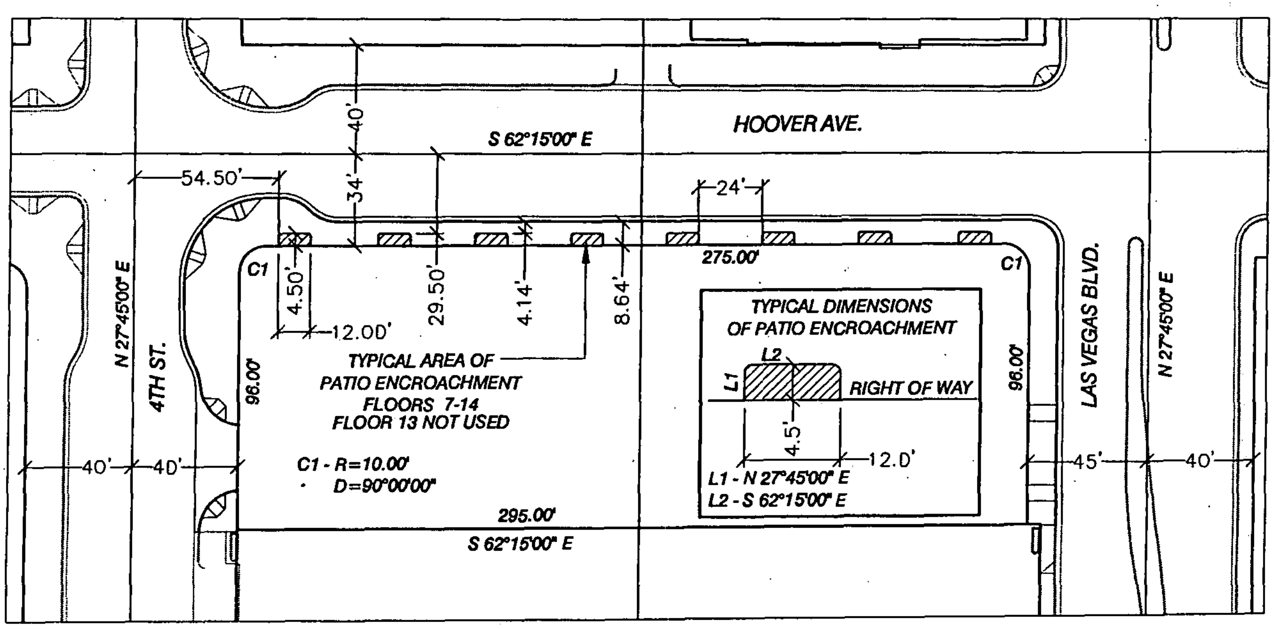


TYPICAL SECTION
N.T.S.



AREA MAP
NTS

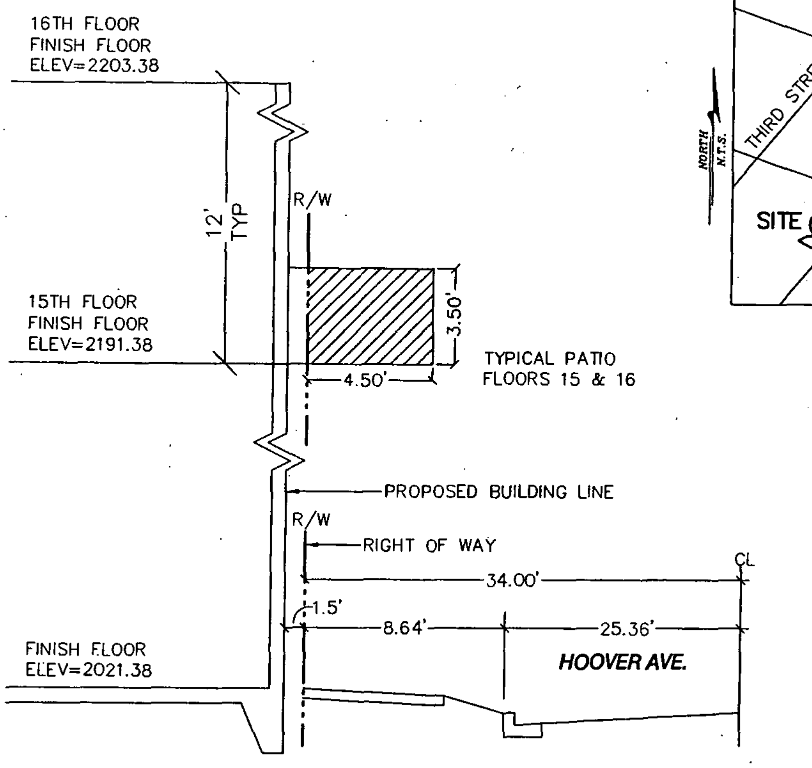
EXHIBIT A



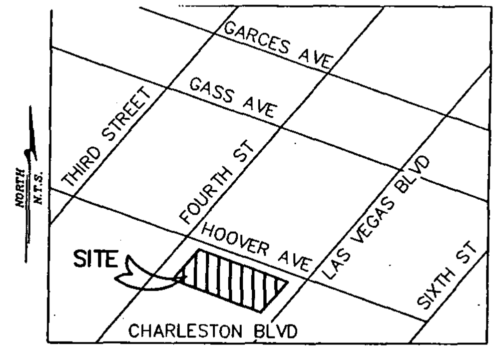
JHR

ENCROACHMENT EXHIBIT
SOHO LOFTS L.L.C.

DATE 04-15-04

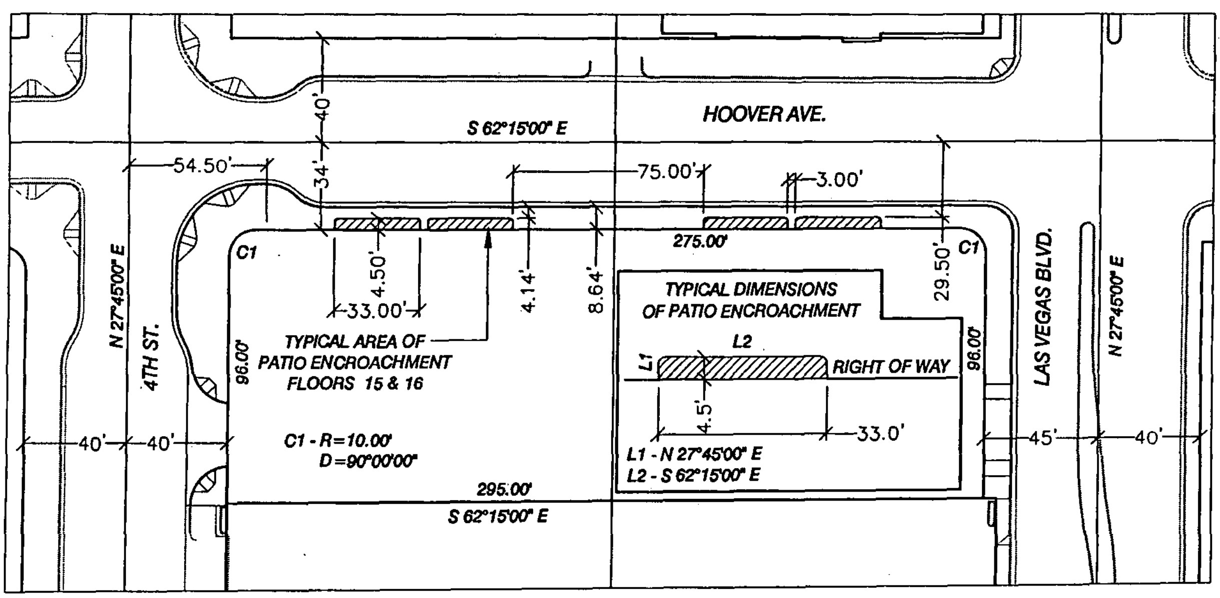


TYPICAL SECTION
N.T.S.



AREA MAP
NTS

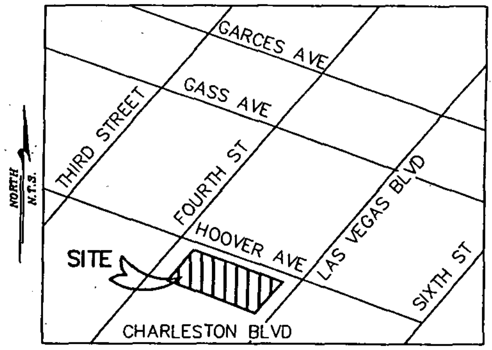
EXHIBIT B



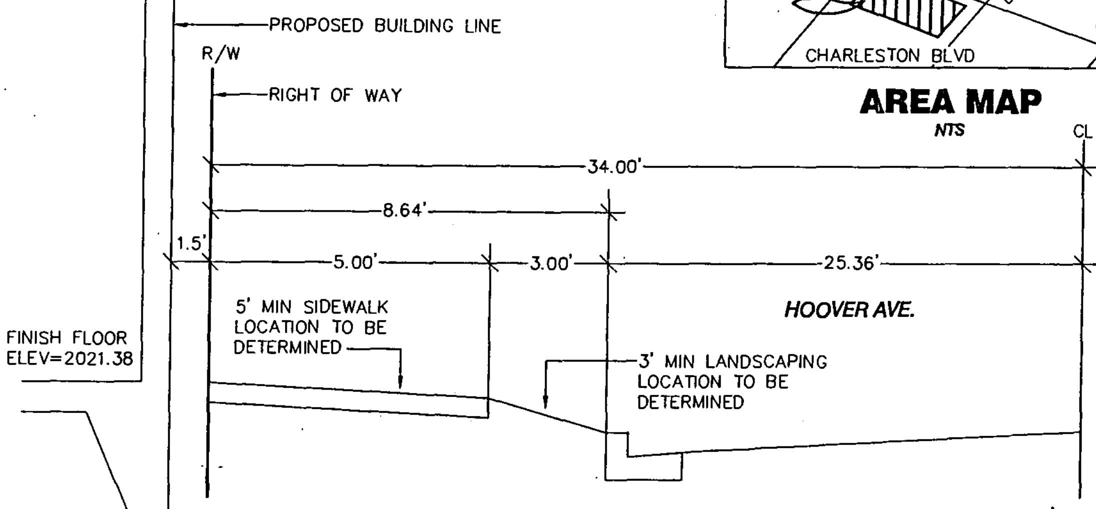
JHR

ENCROACHMENT EXHIBIT
SOHO LOFTS L.L.C.

DATE 04-15-04

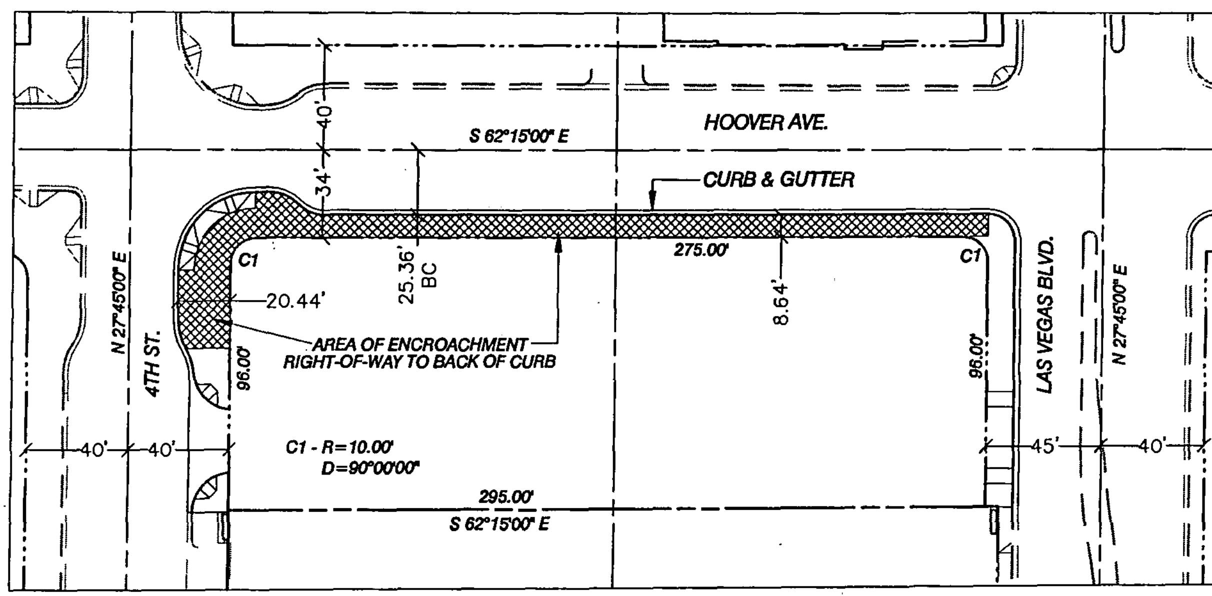


AREA MAP
NTS



TYPICAL SECTION
N.T.S.

EXHIBIT C



JHR

ENCROACHMENT EXHIBIT
SOHO LOFTS L.L.C.

DATE 04-15-04

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 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 - Baughman and Turner on behalf of Quencia Inc, owner (northwest corner of Grand Canyon Drive and Elkhorn Road, APN 125-19-102-008) - 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 8 single family dwellings located on the northwest corner of Grand Canyon Drive and Elkhorn Road. The owner proposes to connect to an existing 12" sewer line located in Elkhorn 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 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

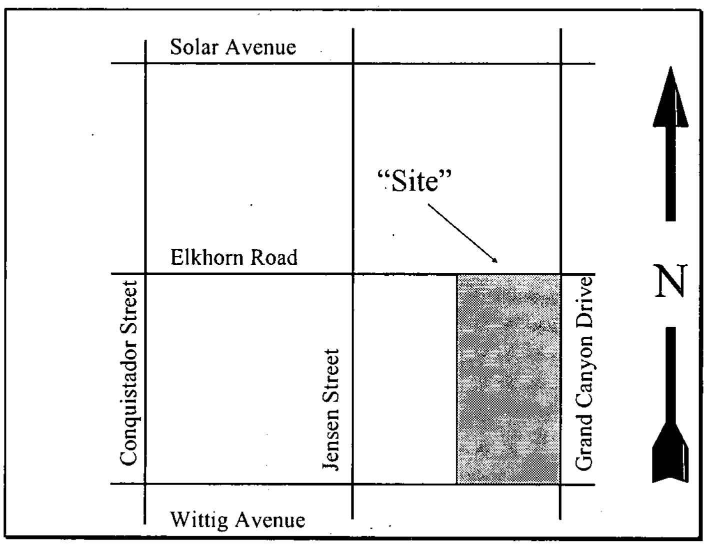
(9:49 – 9:51)
1-1522

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – BAUGHMAN AND TURNER ON BEHALF OF QUENCIA, INC, OWNER (NORTHWEST CORNER OF GRAND CANYON DRIVE AND WITTIG AVENUE, APN 125-19-102-008)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 14th day of April, 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 Quencia Inc. (approximately 5.0 acres -- vacant land; Parcel No. 125-19-102-008 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By ______________________________
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By ______________________________
OSCAR B. GOODMAN, Mayor

ATTEST:

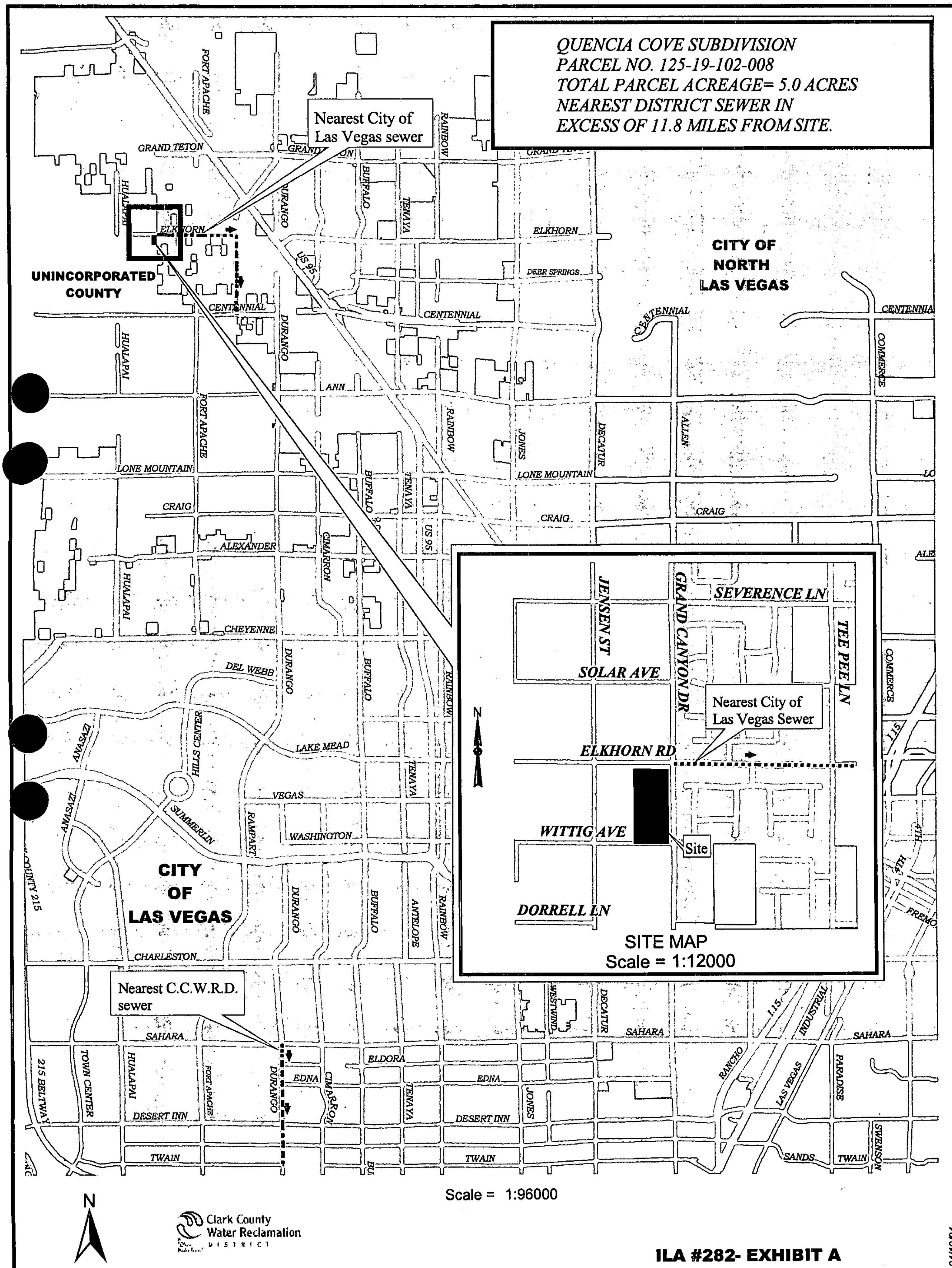
By ______________________________
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 5/24/04
Deputy City Attorney

C:\DATA\ILA\282 ILA.DOC(mk)

ILA #282


QUENCIA COVE SUBDIVISION
PARCEL NO. 125-19-102-008
TOTAL PARCEL ACREAGE= 5.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.8 MILES FROM SITE.
Nearest City of Las Vegas sewer
UNINCORPORATED COUNTY
CITY OF NORTH LAS VEGAS
CITY OF LAS VEGAS
FORT APACHE
GRAND TETON
HUALAPAI
ELKHORN
DURANGO
BUFFALO
TENAYA
RAINBOW
US 95
DEER SPRINGS
CENTENNIAL
COMMERCE
ANN
JONES
DECATUR
ALLEN
LONE MOUNTAIN
CRAIG
ALEXANDER
CIMARRON
CHEYENNE
DEL WEBB
LAKE MEAD
HILLS CENTER
ANASAZI
VEGAS
SUMMERLIN
RAMPART
WASHINGTON
ANTELOPE
CHARLESTON
COUNTY 215
SITE MAP
Scale = 1:12000
JENSEN ST
GRAND CANYON DR
SEVERENCE LN
TEE PEE LN
SOLAR AVE
Nearest City of Las Vegas Sewer
ELKHORN RD
WITTIG AVE
Site
DORRELL LN
Nearest C.C.W.R.D. sewer
SAHARA
ELDORA
EDNA
215 BELTWAY
TOWN CENTER
DESERT INN
TWAIN
WESTWIND
I-15
INDUSTRIAL
RANCHO
LAS VEGAS
PARADISE
SANDS
SWENSON
Scale = 1:96000
N
Clark County Water Reclamation District
ILA #282- EXHIBIT A
04/19/04

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from VTN Nevada on behalf of SCC-Canyon, LLC, owner (northeast corner of Hualapai Way and Farm 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 landscaping at the northeast corner of Hualapai Way and Farm Road consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Valley Crest II West subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:
Approval

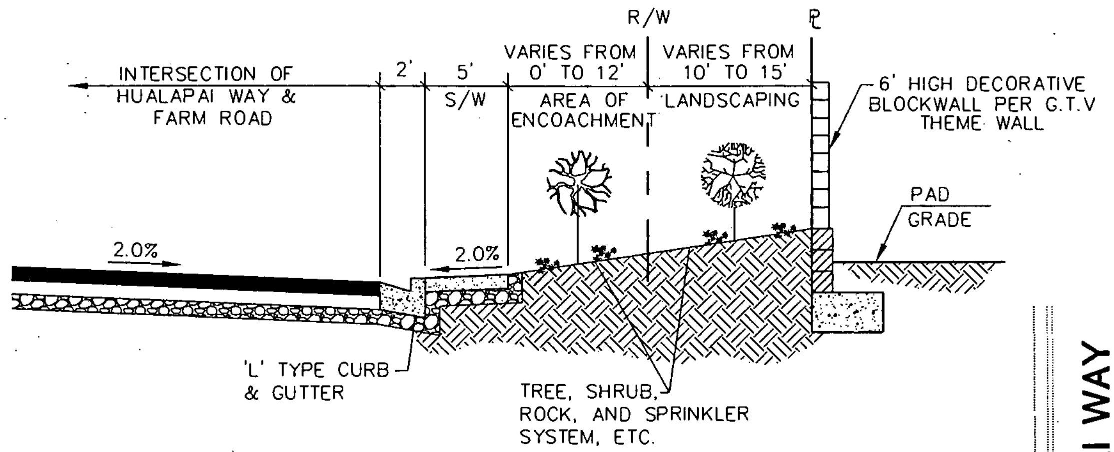
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (northeast corner of Hualapai Way and Farm Road)

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

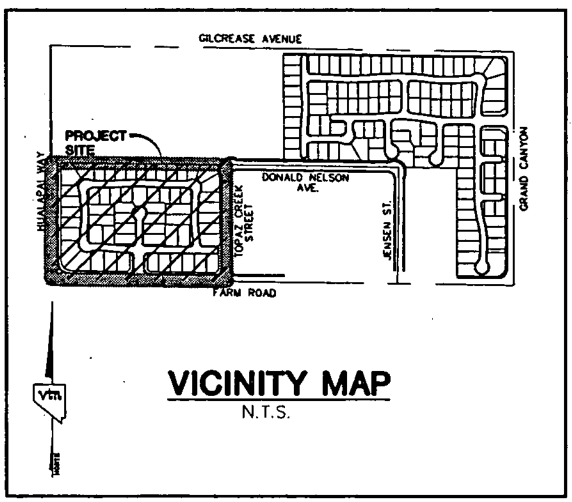
Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

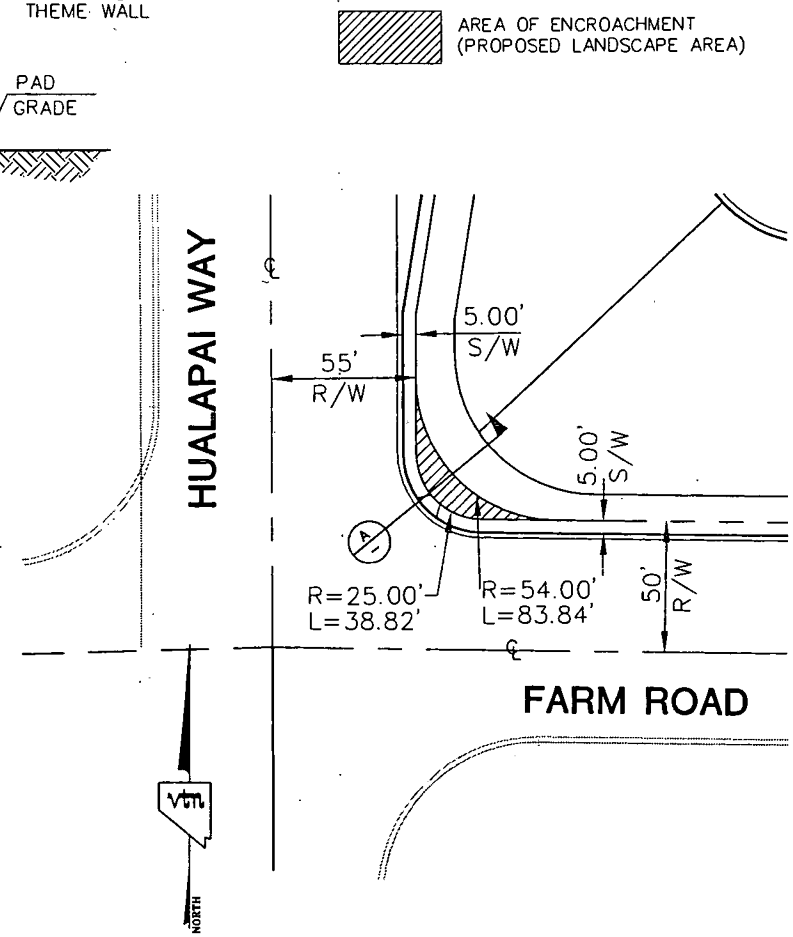
(9:49 – 9:51)
1-1522



SECTION A



VICINITY MAP
N.T.S.



H:\6157\EXHIBITS\ENCR_EXBT.DWG

vtn nevada	EXHIBIT A FOR ENCROACHMENT AGREEMENT VALLEY CREST II - WEST	W.O.#: 6157 DATE: MAR.,'04 BY: M.A.S. SCALE: NTS SHEET 1 OF 1

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 per year - Revolving Special Improvement District Fund) - All Wards

Fiscal Impact

[ ]	No Impact	**Amount:**	$35 an hour/est. $1000/yr.
[X]	Budget Funds Available	**Dept./Division:**	Public Works/SID
[ ]	Augmentation Required	**Funding Source:**	Revolving SID Fund

PURPOSE/BACKGROUND:
Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City-designated special improvement district (SID). This Interlocal with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. This amendment is required to exercise the (fourth) of four (4) one-year options to renew and extend the terms of the contract from July 1, 2004, through June 30, 2005.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment Number 4 to the Interlocal Contract

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

AMENDMENT NUMBER 4
To The
INTERLOCAL CONTRACT

SPECIAL IMPROVEMENT DISTRICT HARDSHIP DETERMINATION

This Amendment Number 4 to the Interlocal Contract is made and entered into this 19 day of May, 2004, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

WHEREAS, COUNTY and CITY entered into the Interlocal Contract on August 16, 2000, for the Department of Social Service (CCSS) to assist in evaluating City-designated special improvement district (SID) hardship applications; and

WHEREAS, COUNTY and CITY entered into Amendment Number 3 to the Interlocal Contract on June 17, 2003, which extended the Interlocal Contract through June 30, 2004; and

WHEREAS, the Interlocal Contract expires on June 30, 2004. Section III, Paragraph E, of the Interlocal Contract provides the option to renew the Interlocal Contract for four (4) one-year periods, upon approval by both COUNTY and CITY; and

WHEREAS, COUNTY and CITY desire to continue the Interlocal Contract; and

WHEREAS, Amendment Number 4 extends the Interlocal Contract through June 30, 2005.

NOW, THEREFORE, COUNTY and CITY hereby agree to exercise the fourth and last of four (4) one-year options to renew and extend the term of the Interlocal Contract from July 1, 2004, through June 30, 2005.

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INTENTIONALLY LEFT BLANK

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IN WITNESS THEREOF, the parties caused this Amendment Number 4 to be executed the day and year first above written.

CLARK COUNTY

By: ______________________
CHIP MAXFIELD
Chairman
Board of County Commissioners

DATE OF COMMISSION ACTION:
June 15, 2004

ATTEST:

By: ______________________
SHIRLEY B. PARRAGUIRRE
County Clerk

APPROVED AS TO FORM:

By: ______________________
KATHLEEN JANSSEN
Deputy District Attorney

CITY COUNCIL OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN
Mayor

DATE OF COUNCIL ACTION:
May 19, 2004

ATTEST:

By: ______________________
BARBARA J. RONEMUS
City Council Clerk

APPROVED AS TO FORM:

By: ______________________
MADELINE L. DIEKMANN-DICICCO
Deputy City Attorney

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a First Amendment to a Professional Services Agreement with C+B Nevada, Inc. for additional design services of the Detention Culinary Upgrade located at 3300 Stewart Avenue between Mojave Road and Pecos Road ($26,800 - Detention Capital Project) - Ward 3 (Reese)

Fiscal Impact

[ ]	No Impact	**Amount:**	$26,800
[X]	Budget Funds Available	**Dept./Division:**	Public Works/Eng. Integration
[ ]	Augmentation Required	**Funding Source:**	Detention Capital Project

PURPOSE/BACKGROUND:
Based on value engineering studies for this project, it is determined that this project should proceed with a design that is not consistent with the Consultant's original scope of work. This contract amendment includes the additional design and construction services relating to this change in scope of services.

RECOMMENDATION:
That the City Council approve the First Amendment to a Professional Services Agreement with C+B Nevada, Inc. for additional design services of the Detention Culinary Upgrade in the amount of $26,800 and approve an Additional Services contingency reserve of $15,000.

BACKUP DOCUMENTATION:
First Amendment to Professional Services Agreement

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this 19 day of May, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and C+B Nevada, Inc., a Corporation (herein the "Consultant").

RECITALS

WHEREAS, the City and the Consultant have entered into an agreement to-wit: Professional Services Agreement for Detention Culinary Upgrade dated January 7, 2004, (herein the "Agreement"), which retains the Consultant to provide the services more fully described therein in connection with the improvements to be constructed at 3300 Stewart Avenue and,

WHEREAS, the City desires to amend the Agreement to require that the Consultant provide a new design concept for the culinary facilities to be constructed as part of the Project, and that the services set forth in the Construction Document Phase, Bidding and Negotiation Phase and the Construction Phase be extended to apply to the new design concept.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement;

1. Section 10.11, Notices, paragraph 10.11.1: Replace Jeffrey R. Jacomb with Michael J. Vlaovich, AIA as the person to be given required notices for the City, and replace Yvonne Olson with Mark Best, AIA, as the person to be given required notices for the Architect/Consultant.

2. Exhibits A, B, C, D and F attached to the Agreement are hereby deleted and Exhibits A-1, B-1, C-1, D-1 and F-1 are attached hereto inserted in lieu thereof.

3. Murphy Design Group letter dated November 19, 2003, Attachment 1 to Exhibit A-1: Delete the word "Schematic" from the Section 2.2 heading and insert the words "Programming and Conceptual" in lieu thereof.

4. Murphy Design Group letter dated November 19, 2003, Attachment 1 to Exhibit A-1: Delete the words "design development" in Section 2.4.1 and insert the words "conceptual design" in lieu thereof.

5. Exhibit G-1 attached hereto represents the updated Disclosure of Ownership/Principals and is hereby incorporated herein as a part of the Agreement.

/ / /

6. All other provisions of the Agreement remain in force and effect.

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

ATTEST:

BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

By: ______________________

OSCAR B. GOODMAN, Mayor
"CITY"

Approved as to Form

5-3-04

Deputy City Attorney Date

C+B NEVADA, INC.

By: ______________________

RONALD W. DAVISON
"CONSULTANT"

EXHIBIT "A-1"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the *Architect/Consultant* shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the *Architect/Consultant* for said Scope of Services is based upon the *Architect/Consultant* and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the *Architect/Consultant*. If increased scope or workload is encountered, the *Architect/Consultant* is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.2.2 Provide professional architectural and engineering services for the upgrade of the existing 9,200 square foot Culinary Building at the Las Vegas Detention Facility. Services are to include Architectural, independent Food Service Consulting (services as further described in November 19, 2003 letter from Mace Murphy Design Group, Attachment 1), Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Protection (performance Specifications), Survey, independent Geotechnical, and independent Cost Estimating for Schematic Design through Post Construction Phases. Should the need for Civil engineering arise by reasons such as revised project scope, requirement for a drainage report or the upgrade of utility services to the site requiring off-site engineering, additional services are to be negotiated prior to any services not included in this agreement being provided. Geotechnical services and reports shall be provided by the Architect/Consultant as described in this Exhibit A. Seismic trenching for the exact location of a fault in the area of the new cooler/freezer is not included however, engineering services for slab design to span the estimated location of the fault and evaluation of alternate cooler/freezer locations are included.

1.2.3 Anticipated upgrades include:

1.2.3.1 Addition of premanufactured coolers/freezer units on an insulated slab and a building addition for mechanical equipment to serve the new kitchen equipment and a building addition for dry storage.

1.2.3.2 Replacing all kitchen equipment and renovating the existing kitchen areas.

1.2.3.3 Renovating the existing dining area for extending the food preparation, staging and serving functions with a small staff cooking, serving and dining area.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the *Architect/Consultant* specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the *Architect/Consultant*. The *Architect/Consultant* shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The *Architect/Consultant* shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the *Architect/Consultant*.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the *Architect/Consultant* to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The *Architect/Consultant* agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the *Architect/Consultant* such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the *Architect/Consultant* to allow the *Architect/Consultant* to complete their work.

2.2 The City shall provide the *Architect/Consultant* with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the *Architect/Consultant* shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the *Architect/Consultant's* Scope of Services.

2.2.4 Access arrangements for the *Architect/Consultant* to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the *Architect/Consultant* to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the *Architect/Consultant*.

ARTICLE 3: THE *ARCHITECT/CONSULTANT'S* RESPONSIBILITIES

3.1 The *Architect/Consultant* shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Schematic Design and Master Planning Phase

3.1.2 Design Development Phase

3.1.3 Construction Document Phase

3.1.4 Bidding Phase

3.1.5 Construction Administration Phase

3.1.6 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The *Architect/Consultant* shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the *Architect/Consultant's* estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the *Architect/Consultant* and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GEOTECHNICAL DATA

3.4.1 Geotechnical Report. Regardless whether the geotechnical report is being provided for the Project by the City or *Architect/Consultant*, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.4.1.1 Geotechnical Data Report is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

> This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.4.1.2 Geotechnical Interpretive Report is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.4.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.4.3 Specification. The City will provide the *Architect/Consultant* with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the *Architect/Consultant* shall use to model his bid documents after in achieving the same purpose.

3.5 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.5.1 Upon authorization by the City to proceed with the Programming and Conceptual Design Phase, the *Architect/Consultant* shall:

3.5.1.1 Prepare for the City's approval, conceptual design studies incorporating the City's desire to upgrade its Detention Facility Culinary Unit in a manner not consistent with the original upgrade preliminary plan prepared by FS Solutions, Inc. under separate agreement with the City.

3.5.1.2 Analyze existing culinary equipment for possible re-use and prepare a conceptual plan, culinary equipment layout and equipment list.

3.5.1.3 Prepare a conceptual level Construction Cost Estimate.

3.5.1.4 The *Architect/Consultant's* design team shall participate in Design Review meetings with the City to present and discuss design concepts necessary to establish the final design of the Culinary Unit.

3.6 SCHEMATIC DESIGN (SD) AND MASTER PLANNING AND DESIGN DEVELOPMENT (DD) PHASES (not a part, except as noted)

3.6.1.1 Prepare a Schematic Design level Construction Cost Estimate approximately two (2) weeks after commencement of Construction Documents Phase.

3.6.1.2 Prepare a Design Development level Construction Cost Estimate approximately four (4) weeks after commencement of Construction Documents Phase.

3.7 CONSTRUCTION DOCUMENTS (CD) PHASE

3.7.1 The *Architect/Consultant 's* authorization to proceed beyond the Programming and Conceptual Design Phase shall be only upon written notification by the City. Upon receipt of such written notification, the *Architect/Consultant* shall:

3.7.1.1 Prepare from approved Programming and Conceptual Design Phase documents, Construction Documents for the City's approval, consisting of drawings, specifications and other documents as listed, that set forth in detail the requirements for construction of the entire Project.

3.7.1.1.1 General

3.7.1.1.2 Architectural

3.7.1.1.3 Structural

3.7.1.1.4 Mechanical/Plumbing

3.7.1.1.5 Electrical

3.7.1.1.6 Specifications

3.7.1.2 Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase for distribution, and provide five (5) copies each at 70 percent final documents.

3.7.1.3 Review and respond to all Design Review Comments prior to each successive submittal in the format directed by the City. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines.

3.7.1.4 Prepare and submit a detailed Construction Cost Estimate at the 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market.

3.7.1.5 Estimator shall include with the 100 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.7.1.6 Participate in Design Review Meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals. Comments regarding the 50 percent CD Submittal shall be incorporated into the 90 percent CD Submittal. Comments regarding the 90 percent CD Submittal shall be incorporated into the Final 100 percent CD Submittal. The meetings will take place prior to starting each phase of the CD submittals.

3.7.1.7 Prepare 50 percent Construction Documents, including the following:

3.7.1.7.1 General

3.7.1.7.1.1 Completed title sheets, abbreviations, legends and site plans.
3.7.1.7.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
3.7.1.7.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
3.7.1.7.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.7.1.7.2 Architectural

3.7.1.7.2.1 Floor plans with all dimensions and room finishes noted.
3.7.1.7.2.2 All door, window, hardware, and glazing schedules complete.
3.7.1.7.2.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
3.7.1.7.2.4 All elevations and sections.
3.7.1.7.2.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
3.7.1.7.2.6 Interior and exterior details.
3.7.1.7.2.7 All section and detail bubbles completed to indicate the location of the sections and details.

3.7.1.7.3 Structural

3.7.1.7.3.1 Foundation plans including all dimensions.
3.7.1.7.3.2 Complete section and detail sheets.
3.7.1.7.3.3 Completed and detailed roof framing plans.
3.7.1.7.3.4 Final calculations required to meet this level of completion.

3.7.1.7.4 Mechanical/Plumbing

3.7.1.7.4.1 All HVAC sizing (ducts and equipment).
3.7.1.7.4.2 All air flow quantities noted.
3.7.1.7.4.3 All mechanical equipment and fixture schedules completed.
3.7.1.7.4.4 All pipe sizes noted.
3.7.1.7.4.5 Cathodic protection requirements specified.
3.7.1.7.4.6 Points-of-connection including invert elevations.
3.7.1.7.4.7 Completed rise diagrams.
3.7.1.7.4.8 All control diagrams shown and completed.
3.7.1.7.4.9 All details completed and referenced to the plans.
3.7.1.7.4.10 Final calculations required to meet this level of completion.

3.7.1.7.5 Electrical

3.7.1.7.5.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
3.7.1.7.5.2 Required single line drawings.
3.7.1.7.5.3 Completed panel schedules.
3.7.1.7.5.4 Electrical room details showing equipment in plan and elevation.
3.7.1.7.5.5 All special systems including grounding wells.
3.7.1.7.5.6 All details completed and referenced to the plans.
3.7.1.7.5.7 Fire alarm riser diagrams and zone schedules.
3.7.1.7.5.8 Final calculations required to meet this level of completion.

3.7.1.7.6 Specifications

3.7.1.7.6.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
3.7.1.7.6.2 Final form technical specifications in CSI format.

3.7.1.8 Prepare 70 percent Construction Documents, including the following:

3.7.1.8.1.1 Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.7.1.9 Prepare 90 Percent Construction Documents, including the following:

3.7.1.9.1 Drawings

3.7.1.9.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.7.1.9.2 Specifications

3.7.1.9.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.7.1.9.3 Calculations

3.7.1.9.3.1 Complete structural, mechanical, plumbing, and electrical calculations.

3.7.1.9.4 General

3.7.1.9.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the 90 percent CD Submittal.
3.7.1.9.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.7.1.10 Prepare Final Construction Documents, including the following:

3.7.1.10.1 Drawings

3.7.1.10.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.7.1.10.2 Specifications

3.7.1.10.2.1 Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.7.1.10.3 Calculations

3.7.1.10.3.1 Complete structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.7.1.10.4 General

3.7.1.10.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the Final CD Submittal.

3.7.1.10.4.2 Submit documents, stamped and signed by the engineers and architects of record in the State of Nevada, and participate in the City's Permitting Process. Submit documents to and coordinate with other agencies and utilities for their review and approval including the submittal to the building department for permit approval. Incorporate all comments and corrections from governmental agencies and utilities into the drawings and specifications. The *Architect/Consultant* does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural

Services. The *Architect/Consultant* agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the *Architect/Consultant's* interaction with each regulatory authority is to be conducted without assistance from the City.

3.8 BIDDING PHASE

3.8.1 Upon authorization by the City to proceed with the bidding phase, the *Architect/Consultant* shall:

3.8.1.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the *Architect/Consultant* for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the *Architect/Consultant* and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, *Architect/Consultant* shall prepare all necessary documents at no additional cost to the City. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.8.1.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.8.1.3 Attend and participate in the Pre-bid meeting.

3.8.1.4 Participate in bid evaluation and recommendations.

3.9 CONSTRUCTION ADMINISTRATION PHASE

3.9.1 Upon authorization by the City to proceed with the construction phase, the *Architect/Consultant* shall:

3.9.1.1 Attend and participate in the Pre-construction Conference with the Construction Contractor.

3.9.1.2 The *Architect/Consultant's* construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. The meeting dates, times, and place will be determined by the City.

3.9.1.3 Attend and participate in weekly Construction Progress Meetings.

3.9.1.4 Advise the City of any defects or deficiencies in work by the Construction Contractor which the *Architect/Consultant* observes while visiting the site. The *Architect/Consultant* shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. All agreements shall be between the City and the Construction Contractor.

3.9.1.5 During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.9.1.6 Promptly review and approve submittals and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted under an "or equal" and "or approved equal" provisions of the specifications. A prompt turn-around time from receipt by the *Architect/Consultant* to dispatch by the *Architect/Consultant* is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.9.1.7 Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the *Architect/Consultant's* errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The *Architect/Consultant* shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The *Architect/Consultant* shall have two (2) days to prepare and distribute a revised response.

3.9.1.8 Participate in the development and resolution of Punch Lists.

3.9.1.9 Review the equipment operations and maintenance manuals for Contractor-furnished equipment, as submitted by Construction Contractor, for accuracy and completeness.

3.10 POST CONSTRUCTION PHASE

3.10.1 The *Architect/Consultant* shall:

3.10.1.1 Based upon the *Architect/Consultant's* knowledge of the changes in the Project during the Construction Phase and the "posted Set" provided by the Construction Contractor, prepare Record Documents for the Project. The Record Drawings shall be prepared using the software package AutoCAD. Submit electronic files and signed Mylar plots of the drawings.

3.10.1.2 Participate in a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list.

END OF EXHIBIT "A-1"

Mace Murphy
Design Group
foodservice facilities planners

Las Vegas
Los Angeles

November 19, 2003

C & B Nevada
6655 Bermuda Road
Las Vegas, NV 89119

Attention: Yvonne Olson

Reference: Detention Center Culinary Upgrade
City of Las Vegas

Dear Yvonne:

Thank you for extending this opportunity to submit this proposal to be the Food Service Consultant for this project.

Our proposal follows the format of AIA Document C141, Terms and Conditions of Agreement Between Architect and Consultant - 1987 Edition and can be used as a Contract.

For your convenience we have included a cover sheet that summarizes our Professional Design Services and fees.

ARTICLE 2 - SCOPE OF CONSULTANT'S BASIC SERVICES

2.1 Our Basic Services consists of those services described in Paragraphs 2.2 through 2.6 and other services identified in Article 12 as part of the Basic Services.

2.1.1 We will prepare complete construction documents to be used as bid sets for the following:

Kitchen and Support Areas

The work of preparing these documents will include:

2.2 SCHEMATIC DESIGN PHASE

2.2.1 We will ascertain the requirements for the food and beverage service and shall confirm these requirements to the Architect.

2.2.2 We will review alternative systems with the Architect, attend necessary conferences (limited to the number described in Paragraph 3.2.1), prepare necessary analyses and prepare block plans indicating equipment layout and principal flow patterns.

2.2.3 We will prepare a preliminary estimate including the cost of the equipment, taxes, delivery, set-in-place, sealed and ready for final connections. Final connections to be done by the various trades.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on approved schematic plans and schematic review comments, we will prepare 1/8" inch scale

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plans and equipment schedule.

2.3.2 We will furnish an updated cost of equipment.

2.3.3 We will prepare preliminary utility requirements and utility notes for distribution to MEP Consultants.

2.3.4 We will prepare six (6) handbooks of manufacturers' equipment brochures for your distribution to the client and other disciplines, including the Board of Health.

2.3.5 We will prepare an outline specification.

2.4 CONSTRUCTION DOCUMENT PHASE

2.4.1 Based on approved design development plans and review comments, we will prepare 1/4 inch scale plans, and complete specifications for equipment and installation.

Working drawings will include equipment plans and itemized schedule, applicable utility requirements for water, waste, steam, fuel gas, electrical power; cooking equipment exhaust ventilators and miscellaneous exhaust requirements; floor depressions and raised concrete bases; floor, ceiling and wall penetrations; conduit for beverage lines and refrigeration systems; and, elevations and details of custom fabricated items.

2.4.2 We will furnish an updated cost of equipment.

2.4.3 We will assist the Architect as necessary in connection with the Owner's responsibility for filing documents concerning food and beverage service required for the approval of governmental authorities having jurisdiction.

2.5 BID AND NEGOTIATION PHASE

2.5.1 We will assist the Architect and Owner in obtaining and evaluating bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION ADMINISTRATION PHASE

2.6.1 We will provide the Basic Services described in the following paragraphs.

2.6.2 We will provide consultation during construction.

2.6.11 We will review and approve, or take other appropriate action upon and forward to the Architect for final disposition, Contractor's submittals such as Shop Drawings.

2.6.13 We will assist the Architect in conducting a final inspection of food service equipment installation to insure compliance with drawings and specifications as established in the Construction Documents, Contractor's Shop Drawings .

ARTICLE 3 - ADDITIONAL SERVICES (EXTRA SERVICES)

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless identified in Article 12 and shall only be provided if authorized or confirmed in writing by the architect.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 Required trips exceeding Seven (7).

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Changes or additions created by other disciplines occurring after design development plans have been approved and construction documents begun will constitute extra services, except for changes required by Health Department. For the work required in performing extra services, we will charge at an hourly rate of Seventy-five dollars ($75.00). Extra services will be in addition to the fixed fee.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.21 Providing any other services not otherwise include in this Agreement or not customarily furnished in accordance with general accepted consulting practice for food and beverage service.

3.4.22 Dimensioning of all utility rough-in locations (normally a responsibility of the installing contractor and included in the construction documents).

3.4.23 Detailing of seismic restraints. No calculations.

3.4.24 Submittal of foodservice equipment plan-check package to local Health Department or agency having jurisdiction. It will be the responsibility of the Owner/Operator to call and request a field inspection for the purpose of obtaining a permit to operate.

ARTICLE 10 - PAYMENTS TO THE CONSULTANT

10.2 REIMBURSABLE EXPENSES

10.2.1.1 Expense of transportation in connection with Project: expenses in connection with authorized out-of-town travel; long distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.6 Expense of computer plotting and drawing media.

10.3 PAYMENTS ON ACCOUNT OF SERVICES

10.3.1 Payments for Basic Services, Additional Services and Reimbursable Expenses shall be made on the basis set forth in Article 11.

10.3.3 We will submit invoices for Basic Services, Additional Services and Reimbursable Expense in accordance with the provisions of the Prime Agreement.

ARTICLE 11 - BASIS OF COMPENSATION

11.1 BASIC COMPENSATION

11.1.1 Our fee for the above services will be fixed at Thirty-three Thousand Dollars ($33,000.00).

11.3 REIMBURSABLE EXPENSE

11.3.1 Included in base fee.

11.5 INSURANCE COVERAGES

11.5.1 We carry insurance for Professional Errors and Omissions and General Liability in the amount of One million dollars ($1,000,000.00).

ARTICLE 12 - OTHER CONDITIONS OR SERVICES

12.1 LIMITATIONS

12.1.1 This proposal is subject to acceptance within ninety (90) days from this date.

12.1.2 Should the project be delayed such that the construction documents phase be extended more than twenty-four (24) months beyond the date of this proposal, we reserve the right to negotiate a revised fixed fee.

12.1.3 Should the project be canceled, stopped or held in abeyance, the hourly rate of One hundred and fifteen dollars ($115.00) will apply for all work performed during schematic and design development phases and Seventy-five dollars ($75.00) from the beginning of the construction document phase and will be due at that time plus reimbursable expenditures.

12.2 GENERAL

12.2.1 All drawings will be prepared in AutoCAD Release 14 using software designed specifically for the foodservice industry and using the FEDA layering system.

12.2.1 We will furnish typewritten copies of final specifications in Microsoft Word.

This proposal/agreement has been prepared in duplicate. Please acknowledge your acceptance by signing and returning one copy for our files or attach your purchase order.

Sincerely,
MACE MURPHY DESIGN GROUP

Mace

John Mace
Principal

Accepted by:__________________

Date:__________

EXHIBIT "B-1"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 The *Architect/Consultant* shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

2.1 Conceptual Design Drawings, Equipment Layout and Equipment List.
2.2 Conceptual Cost Estimate and Conceptual Project Schedule.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE (not a part, except as noted)

3.1 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE (not a part, except as noted)

4.1 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

5.1 Topographic Survey of areas for additions and access thereto.
5.2 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
5.3 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
5.4 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
5.5 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
5.6 Building Permit Application.
5.7 Building Department and Land Development plan review permit applications.
5.8 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

ARTICLE 6: BIDDING PHASE

6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the survey and other related design work produced by the *Architect/Consultant* under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The *Architect/Consultant* shall make this a contractual obligation of his sub-consultants. The *Architect/Consultant* may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
7.2 Meeting Minutes if requested by the City's Project Representative.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B-1"

EXHIBIT "C-1"

ARCHITECT/CONSULTANT'S PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the *Architect/Consultant's* scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

2.1 Construction Documents Phase shall be completed no later than 61 calendar days after the issuance of the authorization to proceed for the Construction Documents Phase.

2.2 The Calendar Days to Complete the Construction Documents phase begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

3.1 The *Architect/Consultant* declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters..

3.2 Although it is acknowledged that neither the City nor the *Architect/Consultant* have full control over these design approval processes, the *Architect/Consultant* shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

3.3 Specifically, the *Architect/Consultant* is aware of the following local conditions for timely processing of required design approvals:

3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

3.3.2 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.

3.3.3 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.

3.4 **The *Architect/Consultant* hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the *Architect/Consultant* could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C-1"

EXHIBIT "D-1"

FEE BREAKDOWN BY PHASE

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	24%	$38,200.00	
Schematic Design	0%	$0.00	
Design Development	0%	$0.00	
Construction Documents	54%	$85,998.00	
Bidding	2%	$3,185.00	
Construction	19%	$30,253.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	1%	$1,592.00	
	TOTAL	**$159,228.00**	

END OF EXHIBIT "D-1"

EXHIBIT "E-1"

ARCHITECT/CONSULTANT'S AND SUBCONSULTANT'S HOURLY RATE SCHEDULES

ARCHITECT/CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	$195.00
Project Architect/Manager	$155.00
Architect/Engineer	$135.00
Designer	$74.00
Specification Writer	$90.00
Drafter/CAD Operator	$65.00
Work Processor/Clerical	$58.00

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: Mace Murphy Design Group	
CLASSIFICATION	**HOURLY RATE**
Principal	$115.00
Project Architect/Manager	N/a
Architect/Engineer	N/a
Designer	N/a
Specification Writer	N/a
Drafter/CAD Operator	$75.00
Work Processor/Clerical	N/a

Subconsultant: ESG	
CLASSIFICATION	**HOURLY RATE**
Principal	$145.00
Project Architect/Manager	N/a
Architect/Engineer	N/a
Designer	N/a
Specification Writer	N/a
Drafter/CAD Operator	N/a
Work Processor/Clerical	N/a

Subconsultant: Converse Consultants	
CLASSIFICATION	**HOURLY RATE**
Principal	$130.00
Project Architect/Manager	$95.00
Architect/Engineer	$80.00
Designer	N/a
Specification Writer	N/a
Drafter/CAD Operator	$55.00
Work Processor/Clerical	$50.00

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement, except as described in the Professional Services Agreement Amendment 1.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement.

END OF EXHIBIT "E-1"

EXHIBIT "F-1"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Michael J. Vlaovich, AIA

PROJECT REPRESENTATIVE:

ARCHITECT/CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the *Architect/Consultant* to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Mark Best, AIA

PRINCIPAL: Ron Davidson

PROJECT ARCHITECT: Mark Best, AIA

ARCHITECT/CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the *Architect/Consultant* to work on the Project. Any changes require City approval.

CIVIL ENGINEER: (Not Applicable)

STRUCTURAL ENGINEER: C+B Nevada, Inc., Aaron Carver, P.E.

MECHANICAL ENGINEER: C+B Nevada, Inc., Ritchard Golden, P.E.

ELECTRICAL ENGINEER: C+B Nevada, Inc., Ritchard Golden, P.E.

COST ESTIMATOR: ESG, Ed Golembiewski, CPE

INTERIOR DESIGN: C+B Nevada

FOOD SERVICE CONSULTANT: Mace Murphy Design Group, Inc., John Mace

GEOTECHNICAL ENGINEER: Converse Consultants, Don Christiansen, P.E.

LAND SURVEYOR: C+B Nevada, Inc., Jerry Cook, PLS

END OF EXHIBIT "F-1"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	C&B Nevada Inc.
Address	6655 Bermuda Rd.
Telephone	702-938-5400
EIN or DUNS	02-641-7709

Block 2	**Description**
Subject Matter of Contract/Agreement:	Detention Culinary Upgrade Amendment 1
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.	CHARLES W. NIXON CHAIRMAN OF THE BOARD, CEO	777 MAIN STREET FORT WORTH, TEXAS 76102	(817) 735-6000
2.	J. RUSSELL LAIRD, JR. SECRETARY	777 MAIN STREET FORT WORTH, TEXAS 76102	(817) 735-6000
3.	BENJAMIN G. WATTS SR. VICE PRESIDENT	777 MAIN STREET FORT WORTH, TEXAS 76102	(817) 735-6000
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.

Ron Davis
Name

May 3, 2004
Date

Subscribed and sworn to before me this 3 day of May, ~~2003~~ 2004.

Gloria L. Homewood
Notary Public

Notary Public-State Of Nevada
COUNTY OF CLARK
GLORIA L. HOMEWOOD
My Appointment Expires
April 5, 2005
No. 01-68223-1

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding for the Las Vegas Wash activities for FY2004-2005 ($275,044 - Sanitation Fund) - County

Fiscal Impact

[ ]	**No Impact**	**Amount:** $275,044
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Environmental
[ ]	**Augmentation Required**	**Funding Source:** Sanitation Fund

PURPOSE/BACKGROUND:

On April 19, 2000, the Council approved the Las Vegas Wash Comprehensive Adaptive Management Plan that authorized Interlocal Agreements for implementation. It is the desire of all parties to this agreement to continue again this year, to allocate funds for the capital and operating expenses of this project. The subject Interlocal Agreement funds the City's 38.5% share of the unfunded budget.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Attachment A - Operating Budget Narrative FY2004-2005

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)

Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

There was no discussion.

(9:49 – 9:51)

1-1522

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this 19 day of May, 2004.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over one million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 28 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Memorandum of Understanding, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the Plan and their respective roles in that implementation; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2003/2005; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or $714,400) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

NOW, THEREFORE, in consideration of the mutual convenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for 2004-2005 is included in the 2003-2005 Workplan, which shows a total funding of $27,857,418. The projects anticipated to be constructed include two new grade control structures, bank stabilization at two sites, haul contract, four revegetation sites, and expanded sediment transport analysis for design purposes.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgements, and/or fees arising out of the contractor's acts and/or omissions related to it's performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2004/2005 is estimated to be $2,606,000. It is anticipated that there will be federal funding available to augment the parties' contributions. Said federal funding is estimated to be approximately $750,000. Local grants are anticipated to augment the operating budget in the amount of $70,000. This will leave $1,786,000 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute $714,400 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that $1,071,600 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2004/2005 operating budget.

a) Allocation Ratios:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the 60% of the local share or $1,071,600 of the total operating budget for the Las Vegas Wash for fiscal year 2004/2005:

i) Authority Dischargers will pay 40% of the local share (or $714,400) from revenues derived from and according to the following distribution formula:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the $714,400, or $71,440;

The Clark County Water Reclamation District will be responsible for 51.5% of the $714,400, or $367,916;

The City of Las Vegas will be responsible for 38.5% of the $714,400, or $275,044.

ii) Clark County will pay 10% of the local share (or $178,600).

iii) Clark County Regional Flood Control District will pay 10% of the local share (or $178,600).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2004/2005.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action or any other person, entity or member of the general public.

Section 8: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

Amanda M. Cyphers

Amanda M. Cyphers, Chair
Southern Nevada Water Authority

John J. Entsminger

Approved as to form
John J. Entsminger, Deputy Counsel

Approved on May 20, 2004, by the Board of Directors for the Southern Nevada Water Authority.
(Interlocal Agreement Signature Page 1 of 6)

(Name/Title)
Clark County Water Reclamation District

Approved as to form
(Name)

(Name/Title)
City of Henderson

Approved as to form
(Name/Title)

(Name/Title)
Clark County

Approved as to form
(Name/Title)

(Name/Title)
City of Las Vegas

Approved as to form
(Name/Title)

(Name/Title)
Clark County Regional Flood Control District

Approved as to form
(Name/Title)

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

Southern Nevada Water Authority

Clark County Water Reclamation District

Approved as to form

Approved as to form

James B. Gibson, Mayor
City of Henderson

Clark County

APPROVED AS TO FORM:

Shauna M. Hughes
City Attorney, City of Henderson

Approved as to form

ATTEST:

Monica M. Simmons, CMC
City Clerk, City of Henderson

COUNCIL ACTION
MAY 18 2004

City of Las Vegas

Clark County Regional Flood Control District

Approved as to form

Approved as to form

Approved on May 18, 2004, by the City Council for the City of Henderson.
(Interlocal Agreement Signature Page 2 of 6)

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

Southern Nevada Water Authority	Clark County Water Reclamation District
Approved as to form	Approved as to form
City of Henderson	Clark County
Approved as to form	Approved as to form
City of Las Vegas Oscar B. Goodman, Mayor	Clark County Regional Flood Control District
Robert S. Sylvain 4-26-04 Approved as to form	Approved as to form

Attest:

By
BARBARA JO RONEMUS, City Clerk

Approved on May 19, 2004, by the City Council
for the City of Las Vegas.
(Interlocal Agreement Signature Page 3 of 6)

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

____
Amanda M. Cyphers, Chair
Southern Nevada Water Authority

____
Approved as to form
John J. Entsminger, Deputy Counsel

Approved on ____________________, by the Board of Directors for the Southern Nevada Water Authority.
(Interlocal Agreement Signature Page 1 of 6)

Chip Maxfield
Chip Maxfield, Chairman
Clark County Water Reclamation District

Approved as to form

Approved on July 6, 2004, by the Board of Trustees for the Clark County Water Reclamation District.
(Interlocal Agreement Signature Page 4 of 6)

____
(Name/Title)
City of Henderson

____
Approved as to form
(Name/Title)

Approved on ____________________, by the City Council for the City of Henderson.
(Interlocal Agreement Signature Page 2 of 6)

____
(Name/Title)
Clark County

____
Approved as to form
(Name/Title)

Approved on ____________________, by the Board of County Commissioners for Clark County (Parks & Comm. Svc.)
.(Interlocal Agreement Signature Page 5 of 6)

____
(Name/Title)
City of Las Vegas

____
Approved as to form
(Name/Title)

Approved on ____________________, by the City Council for the City of Las Vegas.
(Interlocal Agreement Signature Page 3 of 6)

____
(Name/Title)
Clark County Regional Flood Control District

____
Approved as to form
(Name/Title)

Approved on____________________, by the Board of Directors for the Clark County Regional Flood Control District.
(Interlocal Agreement Signature Page 6 of 6)

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

____
Southern Nevada Water Authority

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Approved as to form

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City of Henderson

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Approved as to form

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City of Las Vegas

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Approved as to form

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Clark County Water Reclamation District

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Approved as to form

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Clark County
Chip Maxfield, Chairman

Carolyn Campbell
____
Approved as to form

____
Clark County Regional Flood Control District

____
Approved as to form

Approved on April 21, 2004, by the Board of County Commissioners for Clark County (Parks & Community Services).
(Interlocal Agreement Signature Page 5 of 6)

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

Southern Nevada Water Authority

Approved as to form

City of Henderson

Approved as to form

City of Las Vegas

Approved as to form

Clark County Water Reclamation District

Approved as to form

Clark County

Approved as to form

Laurence L Brown III

Clark County Regional Flood Control District

Approved as to form

Approved on May 20, 2004, by the Board of Directors for the Clark County Regional Flood Control District. (Interlocal Agreement Signature Page 6 of 6)

Attachment A
Operating Budget Narrative
FY 2004/2005

MATERIALS, SUPPLIES, EQUIPMENT, TRAVEL -- TOTAL $77,000

Funding in the amount of $77,000 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, refreshment supplies, subscriptions/publications and travel.

OFFICE LEASE AND RENTALS – TOTAL $150,000

Funding in the amount of $150,000 is requested for the lease of office space located at 1900 E. Flamingo and for two storage units located on E. Flamingo.

SALARIES AND BENEFITS – TOTAL $783,000

Funding in the amount of $783,000 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL $1,421,000 (SNWA $601,000)

The total research and studies budget is $1,421,000. Of this, the local share is $601,000, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

PROFESSIONAL SERVICES - $175,000

Funding in the amount of $175,000 is requested to retain limnological, biological, and toxicological consulting services.

Budgeted Items	Amount
Materials, Supplies, Equipment, Travel	$77,000
Office Lease	$150,000
Salaries and Benefits	$783,000
Research and Studies Projects	$1,421,000
Professional Services	$175,000
TOTAL FY04/05 BUDGET	**$2,606,000**
FEDERAL CONTRIBUTION	$750,000
OTHER CONTRIBUTION/GRANTS	$70,000
LOCAL CONTRIBUTION	$1,786,000

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY SANITATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2004/2005

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this ___*___ day of ______*______, 20_*_.

* Approved on May 20, 2004, by the Board of Directors for the Southern Nevada Water Authority.

(Interlocal Agreement Signature Page 1 of 6)

* Approved on May 18, 2004, by the City Council for the City of Henderson.

(Interlocal Agreement Signature Page 2 of 6)

* Approved on May 19, 2004, by the City Council for the City of Las Vegas.

(Interlocal Agreement Signature Page 3 of 6)

* Approved on July 6, 2004, by the Board of Trustees for the Clark County Water Reclamation District.

(Interlocal Agreement Signature Page 4 of 6)

* Approved on April 21, 2004, by the Board of County Commissioners for Clark County (Parks & Comm. Svc.).

(Interlocal Agreement Signature Page 5 of 6)

* Approved on May 20, 2004, by the Board of Directors for the Clark County Regional Flood Control District.

(Interlocal Agreement Signature Page 6 of 6)

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-87-2004 – Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) ($166,839.98 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $166,839.98
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/SID
[ ]	**Augmentation Required**	**Funding Source:** Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:
This project consists of the installation of pavement, curb, gutter, sidewalk, driveways, streetlights, and sewer laterals. The interest rate for the district established by this resolution is 5.35 percent. The assessments will be paid over a 10-year period.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-87-2004

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

RESOLUTION NO. **R-87-2004**

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1472 – DURANGO DRIVE (LONE MOUNTAIN ROAD TO TROPICAL PARKWAY); ESTABLISHING THE RATE OF INTEREST PAYABLE ON DEFERRED INSTALLMENTS OF ASSESSMENTS IN THE SPECIAL IMPROVEMENT DISTRICT; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN BY THE CITY CONCERNING THE DISTRICT; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Installment Rate Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City" respectively) of the State of Nevada, pursuant to an ordinance heretofore passed and adopted, created the City of Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway) (hereinafter the "District"), and ordered the acquisition of improvements for the District, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has, by ordinances heretofore passed and adopted levied assessments (hereinafter the "Assessment Ordinance"), in the total amount of $168,901.24 against the property benefited by the improvements in the District, and at the close of the applicable cash payment period, there remained unpaid valid assessments in the aggregate principal amount of $166,839.98 and

WHEREAS, the Assessment Ordinance for the District provided that said unpaid valid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal until paid in full, with interest in all cases on the unpaid and deferred installments from the effective date of the Assessment Ordinance, at a rate or rates which shall not exceed, by more than three percent (3%), the "Index of Twenty Bonds" that was most recently published before the date on which the Assessment Ordinance was adopted; and

WHEREAS, the interest rate that was indicated by the Index of Twenty Bonds that was so published on the 11th day of March, 2004, being the date on which said Index was most recently published before the date on which the Assessment Ordinance was adopted, was four and 35/100 percent (4.35%) per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1472 Assessment Installment Rate Resolution" (hereinafter the "Resolution").

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Resolution) concerning the District including, but not limited to, the construction and other acquisition of the improvements, the performing of all prerequisites to the levying of special assessments, the fixing of the assessment lien against the property within the District, be, and the same is ratified, approved and confirmed.

Section 3. The City Council has determined and does hereby determine that the interest rate on the unpaid and deferred installments of assessments for "City of Las Vegas, Nevada, Special Improvement District No. 1472 – Durango Drive (Lone Mountain Road to Tropical Parkway)" shall be five and 35/100 percent (5.35%) per annum.

Section 4. The City Clerk is hereby directed to deliver to the City Treasurer of the City (hereinafter the "City Treasurer") a notice that such unpaid and deferred installments of assessments for the District shall bear interest at such rate, including in such a notice a request that the City Treasurer include in the mailed or published notice pursuant to NRS 271.415 (5), a notice of such interest rate payable on said installments. The City Treasurer is hereby authorized, empowered and directed, and it shall be his or her duty, to receive and collect all assessments levied to pay the cost of the improvements, the installments hereof, the interest thereon and the penalties accrued, at the time and in the manner specified in each assessment ordinance, and to cause such accrued, at the time and in the manner specified in each assessment ordinance, and to cause such monies to be placed into funds of the City as the City Council may direct periodically.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way effect any remaining provision of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED the 19th day of May 2004.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City clerk

Approved as to Form:

5-4-'04 Madeline L. DiCecco

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on May 19, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Janet Moncrief
Those Voting Nay:	NONE
Those Absent:	NONE

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three (3) working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on May 19, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2004.

(SEAL)

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas

CITY COUNCIL AGENDA

MAY 19, 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), VACANT (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.

MAY 19, 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 - THE REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CENTENNIAL HIGH SCHOOL'S ROTC UNIT FOR EARNING NATIONAL AWARDS
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF RUTH DESKIN ELEMENTARY SCHOOL STUDENTS FOR EARNING THE AMERICAN PRIDE AWARD
- RECOGNITION OF CITY'S CONSERVATION EFFORTS
- RECOGNITION OF DELTA SIGMA THETA SORORITY INC.
- RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK
- RECOGNITION OF THE NEVADA CARPENTER'S UNION SAFETY 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 Meeting of March 17, 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 - CONSENT

3. Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

4. Approval of modification of Intergovernmental Agreement with the U.S. Marshal Service to establish a permanent fixed rate of $71.85 for a jail-day rate covering a period of two years, effective April 1, 2004 and expiring March 31, 2006

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

6. Approval of Notice of Intent to Augment the Fiscal Year 2004 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed $20,000,000

7. Approval of a Special Event License for Boricua Association of Las Vegas, Location: Lorenzi Park, 3333 West Washington Avenue, Date: May 30, 2004, Type: Special Event Beer/Wine, Event: Memorial Day Festival, Responsible Person in Charge: David Rosado - Ward 5 (Weekly)

8. Approval of a new Supper Club License, Memphis Championship Barbecue No. 4, Inc., dba Memphis Championship Barbecue No. 4, Inc. subject to the provisions of the fire codes and Health Dept. regulations, 1401 South Rainbow Boulevard, Charles R. Hart, Jr., Dir, Pres, 30%, James M. Mills, Dir, 30%, Carlos D. Silva, Dir, Secy, 10%, Danny O. Volland, Dir, 30%, Anthony J. Faso, Treas - Ward 1 (Moncrief)

9. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License, From: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, Hue T. Do, Dir, Pres, Secy, Treas, 100%, To: Mayolos, Inc., dba Mayolo's Authentic Mexican Food, 220 West Sahara Avenue, Fermin C. Carrillo, Dir, Pres, 50%, Arturo C. Carrillo, Secy, Treas, 50% - Ward 1 (Moncrief)

10. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: NACMI (A Nevada Corp), Jessie A. Berryman, Dir, Pres, 25%, Linda B. Pease, Dir, Secy, 50%, William T. Berryman, Dir, Treas, 25%, To: Pounders, Inc., dba Pounders Sports Lounge, 330-332 West Sahara Avenue, Aaron M. Ries, Dir, Pres, Secy, Treas, 50%, Mary N. Ries, Dir, 50% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Triple Threat Entertainment, Robert R. Black, Dir, Pres, 43%, Barry R. Moore, Dir, Secy, 43%, Kathleen Lofland, Dir, Treas, 14%, To: Woofer Gaming Incorporated, dba Smoke Ranch Junction, 2425 North Rainbow Boulevard, Kenneth C. Droog, Dir, Pres, and Susan L. Droog, Dir, Secy, Treas, 100% Joint Tenancy With Right of Survivorship - Ward 6 (Mack)

12. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, From: Arizona Charlie's, Inc., Carl C. Icahn, COB, Pres, Secy, Treas, Ronald P. Lurie, EVP, Asst. Secy, Gen Mgr, Nybor Limited Partnership, 100%, Barbery Corp., Gen Ptnr, 1.01%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, Starfire Holding Corporation, Limited Ptnr, 98.9%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, To: Arizona Charlie's, LLC, dba Arizona Charlie's Decatur, 740 South Decatur Boulevard, Ronald P. Lurie, Gen Mgr, Charlie's Holding, LLC, Mmbr, 100% - Ward 1 (Moncrief)

13. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Maxco, Inc., Russell E. Davies, Dir, Pres, Secy, Treas, 100%, To: Wuff, Inc., dba Andy Capz Pub, 1631 North Decatur Boulevard, Jon R. Huff, Mgr, Mmbr, 57%, Todd P. Wellman, Mgr, Mmbr, 43% - Ward 5 (Weekly)

14. Approval of Change of Location for a Slot Operator Gaming License, Capado Gaming Corporation, dba Capado Gaming Corporation, From: 2131 Industrial Road, To: 1541 West Oakey Boulevard, Doyle J. Davis, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

15. Approval of Change of Location for a Locksmith License, Ronnell B. Sellars, dba ACME Auto Lockout, From: 3909 Biddle Street, To: 2528 Sierra Luna Avenue, #104, Ronnell B. Sellars, 100% - Ward 5 (Weekly)

16. Approval of award of Bid No. 040253-TG, Annual Requirements Contract for Pedestrian Signal Face Modules - Department of Public Works - Award recommended to: TRASTAR, INC. (Estimated annual amount $400,000 - General Fund)

17. Approval of award of Contract No. 040228, Third Party Collection Agency Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($250,000 - General Fund)

18. Approval of award of Contract No. 040341, Mercury Interactive Corporation U. S. Master Purchase Agreement - Department of Information Technologies - Award recommended to: MERCURY INTERACTIVE COPORATION ($185,000 – Computer Services Internal Service Fund)

19. Approval of award of Contract No. 040229, First Party Debt Receivables Management Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($150,000 - General Fund)

20. Approval of award of Contract No. 040124, Emergency Medical Services (EMS) Transport Billing Services - Department of Fire and Rescue - Award recommended to: MERCY, INC., dba AMERICAN MEDICAL RESPONSE ($150,000 - General Fund)

21. Approval of revision to purchase order 218172 to Collection Agency Services Agreement - Municipal Court - Award to: NCO FINANCIAL SYSTEMS, INC. ($143,000 - General Fund)

22. Approval of revision to purchase order 218251 for annual requirements contract for liquid aluminum sulfate - Department of Public Works - Award to: THATCHER CO. OF NEVADA ($100,000 - Sanitation Enterprise Fund)

23. Approval of Modification No. 1 for Traffic Signal Systems Consulting Services - Department of Public Works - Award to: ORTH-RODGERS & ASSOCIATES, INC. ($297,900 - LVACTS Special Revenue Fund)

24. Approval of award of Contract No. 040334 for Parking Citation Hearing Officer Services - Department of Finance and Business Services - Award recommended to: ROGER L. HARRIS, ESQ. ($80,000 - Parking Enterprise Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

25. Approval of revision to purchase order 219386 for installation of access control system hardware - Department of Detention and Enforcement - Award to: DIEBOLD, INC. ($63,324 - City Facilities Capital Projects Fund and General Fund)

26. Approval of award of Contract No. 040335, Leadership Academy Program Development Services - Department of Human Resources - Award recommended to: MANAGEMENT EDUCATION GROUP ($49,910 - General Fund)

27. Approval of award of Contract No. 040200, Laboratory Services Agreement - Department of Fire and Rescue - Award recommended to: QUEST DIAGNOSTICS ($46,000 - General Fund)

28. Approval of issuance of a purchase order for Symantec Antivirus Software, Support and Maintenance - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (Estimated annual amount of $30,000 - Computer Services Internal Service Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval of an Interlocal Agreement between the City of Las Vegas and the City of Henderson for the transfer of interoperable radio equipment for public safety communications - All Wards

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

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

32. Approval of a Secondary User's Agreement between the City of Las Vegas and Desert Springs Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

33. Approval of a Secondary User's Agreement between the City of Las Vegas and Lake Mead Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

34. Approval of a Secondary User's Agreement between the City of Las Vegas and Mountain View Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

35. Approval of a Secondary User's Agreement between the City of Las Vegas and Catholic Healthcare West, dba St. Rose Dominican Hospitals, for the transfer of interoperable radio equipment for public safety communications - All Wards

36. Approval of a Secondary User's Agreement between the City of Las Vegas and Sunrise Hospital and Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

37. Approval of a Secondary User's Agreement between the City of Las Vegas and University Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

38. Approval of payment for a permanent partial disability award - Claim #WC03110274 - as required under the workers' compensation statutes ($35,499 - Workers' Compensation Internal Service Fund

LEISURE SERVICES DEPARTMENT - CONSENT

39. Approval to accept grant funds in the amount of $150,000 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for the redevelopment of the Historic Downtown Post Office - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of an Engineering Design Services Agreement with Parsons Brinckerhoff Quade & Douglas, Inc. for engineering design services for North Valley Mountain Edge Parkway ($950,088 - Regional Transportation Commission) - Wards 4 and 6 (Brown and Mack)

41. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage, trail and streetscape amenity purposes on portions of land lying within the south half of Section 12, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located on the north side of the Grand Teton Drive alignment, between the Hualapai Way alignment and Puli Road alignment, APN 126-12-000-001 - Ward 6 (Mack)

42. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northwest Quarter of Section 3, Township 21 South, Range 60 East, Mount Diablo Meridian, generally located along Del Rey Avenue and the Holmby Avenue alignment approximately 300 feet east of Buffalo Drive, APN 163-03-101-003 - Ward 1 (Moncrief)

43. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of Gilcrease Avenue and the south side of Grand Teton Drive east of Tee Pee Lane, the east side of Tee Pee Lane and the west side of Fort Apache Road between Grand Teton Drive and Gilcrease Avenue, APNs 125-18-501-006 and -014 – Ward 6 (Mack)

44. Approval of a Right of Way Grant for Fire Hydrant Purposes to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 29, Township 20 South, Range 60 East, Mount Diablo Meridian for two fire hydrant easements for the Durango Drive, Westcliff Drive to Vegas Drive Road Project, located on the west side of Durango Drive, APNs 138-29-601-003 and 138-29-501-007 – Ward 4 (Brown)

45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Joseph Procida, owner (southeast corner of Solar Avenue and Conquistador Street, APN 125-18-401-013 and 125-18-401-014) - County (near Ward 6 - Mack)

46. Approval of an Encroachment Request from Peterson Properties Real Estate Services, Incorporated, on behalf of PP Land Limited Partnership, owner (Durango Drive at El Captian Way) - Ward 6 (Mack)

47. Approval of an Encroachment Request from Rebel Oil Company on behalf of SH Corner, LLC, owner (northeast corner of Hualapai Way and Sahara Avenue) - Ward 2 (Vacant)

48. Approval of an Encroachment Request from JHR Associates on behalf of Soho Lofts, LLC, owner (southwest corner of Hoover Avenue and Las Vegas Boulevard) - Ward 5 (Weekly)

49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Quencia Inc, owner (northwest corner of Grand Canyon Drive and Elkhorn Road, APN 125-19-102-008) - County (near Ward 6 - Mack)

50. Approval of an Encroachment Request from VTN Nevada on behalf of SCC-Canyon, LLC, owner (northeast corner of Hualapai Way and Farm Road) - Ward 6 (Mack)

51. Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 per year - Revolving Special Improvement District Fund) - All Wards

52. Approval of a First Amendment to a Professional Services Agreement with C+B Nevada, Inc. for additional design services of the Detention Culinary Upgrade located at 3300 Stewart Avenue between Mojave Road and Pecos Road ($26,800 - Detention Capital Project) - Ward 3 (Reese)

53. Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding for the Las Vegas Wash activities for FY2004-2005 ($275,044 - Sanitation Fund) – County

RESOLUTIONS - CONSENT

54. R-87-2004 – Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) ($166,839.98 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

55. R-88-2004 – Approval of a Resolution Authorizing the City Manager to Approve and Execute Certain Contracts, Contract Modifications and Renewal Options and Authorizing the Delegation of that Authority to the Deputy City Managers and Certain Department Directors, Designating the Purchasing and Contracts Manager as the City Council's Authorized Representative for Purposes of Chapter 332 and 338, and providing for other matters properly related thereto

56. R-89-2004 – Approval of a Resolution Adopting a Procedure for the Protest of the Proposed Award of a Contract

57. R-90-2004 - Approval of a resolution setting forth the intent of the City of Las Vegas, Nevada, to reimburse out of bond proceeds the cost of a project (Union Park, formerly known as the 61-Acres) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

58. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)

60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

61. Approval of Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

62. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

63. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)

64. Approval to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

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

66. Report on the City of Las Vegas' participation in the e-government internet portal project - All Wards

ADMINISTRATIVE - DISCUSSION

67. Discussion and possible action to ratify Scott Adams as Director of the Office of Business Development ($133,000 - General Fund)

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Andrea M. Robertson, 3028 Vegas Drive, Las Vegas, Nevada 89119

69. Discussion and possible action on Appeal of Work Card Denial: Tamara Lynn Carrera, 555 E. Silverado Ranch, Apt. #1062, Las Vegas, Nevada 89123

70. Discussion and possible action on Appeal of Work Card Denial: Don L. Hampton, 893, W. Balzar, Las Vegas, Nevada 89106

71. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Tina P. Morton, 305 Bonanza Way, Las Vegas, NV 89101

72. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Keith L. Brooks, 825 Camden Lane Court, North Las Vegas, Nevada 89030

73. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Caren Lynn Lopez, 4421 W. Washington Avenue, Las Vegas, NV 89107

74. Hearing, 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

75. Discussion and possible action regarding Change of Ownership and Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: Mario's Northtown Market, Incorporated, dba Mario's Westside Market, Samuel G. Johnson, Jr., Dir, Pres, and Carol A. Johnson, Dir, Secy, Treas, 100% jointly as husband and wife, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard, Maruilio Berlanga, Jr., Mmbr, 50%, William R. O'Connor, Mmbr, 50% - Ward 5 (Weekly)

76. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Russell E. Coelho, dba Ohana Martial Arts Academy, 4838 West Lone Mountain Road, Russell E. Coelho, 100% - Ward 6 (Mack)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

77. Discussion and possible action to establish policies and procedures to address properties that are declared an imminent hazard - All Wards

PLANNING AND DEVELOPMENT DEPARTMENT - DISCUSSION

78. Discussion and possible action to rescind a previous approval of a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue, Ward 1 (Moncrief)

79. Discussion and possible action on a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - DISCUSSION

80. Discussion and possible action on a request to install speed humps on Monroe Avenue between Lamb Boulevard and Marion Drive ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

81. Discussion and possible action on a request to install speed humps on Van Buren Avenue between Marion Drive and Nellis Boulevard ($13,000 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

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

83. ABEYANCE ITEM - CLARK COUNTY DISTRICT BOARD OF HEALTH – Sherry Colquitt, Term Expiration 5-15-2004

84. Discussion and possible action on the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2005

REAL ESTATE COMMITTEE - DISCUSSION

85. Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to –102 and –105 to -110 (receipt of $50,000 deposit) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

86. Bill No. 2004-30 – Requires merchants to make certain disclosures in connection with the sale of motorized scooters and motorized skateboards. Sponsored by: Councilman Michael Mack

87. Bill No. 2004-31 – Prohibits the breeding or training of animals for the purpose of using them in an animal fighting venture. Sponsored by: Councilman Michael Mack

88. Bill No. 2004-32 – Ordinance Creating Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

89. Bill No. 2004-33 – Levies Assessments for Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

90. Bill No. 2004-34 – Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005). Sponsored by: Step Requirement

91. Bill No. 2004-35 – Authorizing the issuance of Local Improvement Bonds, Series 2004 for the City of Las Vegas, Nevada Special Improvement District No. 607 Cliff's Edge not to exceed $51,185,000 - Ward 6 (Mack)

92. Bill No. 2004-36 – An ordinance amending Ordinance No. 5533 authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Parking Bonds (Additionally Secured by Pledged Revenues), Series 2002A, and providing other matters relating thereto - Ward 5 (Weekly)

93. Bill No. 2004-38 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004B, for Special Improvement Districts (SID) numbers 1474 and 1486 in an amount not to exceed $750,000 - Ward 6 (Mack)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

94. Bill No. 2004-39 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004A, for Special Improvement District (SID) number 1481 in an amount not to exceed $2,800,000 - Ward 6 (Mack)

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.

95. Bill No. 2004-37 – Prohibits the sale of new vehicles (cars and trucks) on Sundays. Sponsored by: Councilman Michael Mack

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.

96. Bill No. 2004-40 – Annexation No. ANX-3978 – Property location: On the west side of Calverts Street, 810 feet south of Tropical Parkway; Petitioned by: Ronny Acevedo and Gilmar Acevedo; Acreage: 1.02 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack

97. Bill No. 2004-41 – Revises the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Proposed by: Douglas A. Selby, City Manager

98. Bill No. 2004-42 – Adopts development agreement with El Capitan Associates, LLC, regarding property located at the southwest corner of Durango Drive and Dorrell Lane. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

99. 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

100. Public hearing on proposed local improvement district for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) - Ward 6 (Mack)

101. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building /Demolition regarding 1401 Comstock Drive. PROPERTY OWNERS: WILLIS J. JR. & GLINDA BOWDEN - Ward 5 (Weekly)

102. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 4113 Sunrise Avenue. PROPERTY OWNER: WASHINGTON MUTUAL HOME LOANS, INC., C/O J. TOLENTINO – Ward 3 (Reese)

103. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 1813 Euclid Avenue. PROPERTY OWNERS: VERA L. LOVELADY - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

104. SITE DEVELOPMENT PLAN REVIEW - SD-0062-00 - APPLICANT: BAUGHMAN & TURNER, INC. – OWNER: RONALD AND LYNN FOGLIA - Request for a Site Development Plan Review and a Waiver of Landscaping Requirements FOR A 2,580 SQUARE FOOT OFFICE BUILDING on 0.21 aces located on the north side of Transverse Drive, approximately 160 feet west of Jones Boulevard (APN: 163-01-101-008), R-E (Residence Estates) Zone under Resolution of Intent to O (Office), Ward 1 (Moncrief). Staff recommends APPROVAL

105. DIRECTOR'S BUSINESS - DIR-4432 - OWNER: EL CAPITAN ASSOCIATES, LIMITED LIABILITY COMPANY, APPLICANT: BRENNER AND ASSOCIATES, INC. - Request for a Development Agreement for a condominium conversion for a 284-unit development including 10 retail units on 15.2 acres adjacent to the southwest corner of Durango Drive and Dorrell Lane (APN: 125-20-201-024), Ward 6 (Mack). Staff recommends APPROVAL

106. DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-3934 - APPLICANT/OWNER: HOWARD HUGHES CORPORATION - Discussion and possible action on A REVISED DEVELOPMENT STANDARDS MANUAL FOR SUMMERLIN, Wards 2 and 4 (vacant and Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

107. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4194 - APPLICANT/OWNER: PLASTER DEVELOPMENT - Request for a Review of Condition NO. 5 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-3278), TO ALLOW A 5 TO 8 FOOT SETBACK TO GARAGE DOORS WHERE 18 FEET IS THE MINIMUM SETBACK REQUIRED FOR A 92-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 8.32 acres between Martin L. King Boulevard and Shadow Lane, approximately 1,250 feet north of Alta Drive (APN: 139-33-102-020), C-1 (Limited Commercial) Zone under Resolution of Intent to R-PD11 (Residential Planned Development - 11 Units Per Acre), Ward 5 (Weekly). Staff recommends DENIAL

108. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3898 - APPLICANT/OWNER: LUZ MARIA MEDRANO - Request for a Site Development Plan Review FOR A SEVEN UNIT MULTI FAMILY DEVELOPMENT AND WAIVERS OF THE 10 FOOT WIDE PERIMETER LANDSCAPE PLANTER on 0.29 acres at 1404 North 23rd Street (APN: 139-26-508-007), SC (Service Commercial), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

109. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4069 - APPLICANT: NOVAD CONSTRUCTION - OWNER: RCN PROPERTIES, LIMITED LIABILITY COMPANY & ZORITY QUAN, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO MEDICAL OFFICE BUILDINGS AND WAIVER OF LANDSCAPING REQUIREMENTS on 1.49 acres adjacent to the northeast corner of Smoke Ranch Road and Professional Court (APN: 138-15-410-049 and 050), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110. MASTER SIGN PLAN - PUBLIC HEARING - MSP-4062 – APPLICANT/OWNER: SANTA FE STATION, INC. - Request for amendments to Master Sign Plans MSP-0008-01 and MSP-2881 FOR SIGNS ON THE MOVIE THEATRE ADDITION TO AN EXISTING HOTEL AND CASINO at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111. VACATION - PUBLIC HEARING - VAC-4011 - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate U. S. Government Patent Reservations generally located north of Elkhorn Road, west of Campbell Road, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

112. VACATION - PUBLIC HEARING - VAC-4012 - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LIMITED LIABILITY COMPANY - Request for a Petition to vacate a public sewer and drainage easement generally located west of Decatur Boulevard, north of Tropical Parkway, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

113. VACATION - PUBLIC HEARING - VAC-4041 - APPLICANT/OWNER: RICHMOND AMERICAN HOMES - Request for a Petition to vacate a Bureau of Land Management Right-of-Way Grant generally located east of Cliff Shadows Parkway, south of Gowan Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

114. VARIANCE - PUBLIC HEARING - VAR-3902 - APPLICANT/OWNER: RICHARD AND JILL BURNS - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 25 FOOT FRONT SETBACKS WHERE 30 FEET IS THE MINIMUM SETBACK REQUIRED AND TO ALLOW 25 FOOT REAR SETBACKS WHERE 35 FEET IS THE MINIMUM SETBACK REQUIRED on 9.46 acres on the northwest corner of Maggie Avenue and Coke Street (APN: 125-09-501-002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommend DENIAL

115. ABEYANCE ITEM - REQUIRED SIX MONTH REVIEW - PUBLIC HEARING - RQR-3930 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Required Six Month Review of an approved Special Use Permit (U-0106-02) WHICH ALLOWED A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/ DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

116. ABEYANCE ITEM - REVIEW OF CONDITION RELATED TO RQR-3930 - PUBLIC HEARING - ROC-4121 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Request for a Review of Conditions FOR AN APPROVED SPECIAL USE PERMIT (U-0106-02), TO REMOVE CONDITION NOS. 1 THROUGH 4 FOR A LIQUOR ESTABLISHMENT (OFF-PREMISES CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL

117. REQUIRED ONE YEAR REVIEW - PUBLIC HEARING - RQR-4021 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: JEANNE LEVY FAMILY TRUST - Appeal filed by the applicant from the Denial by Planning Commission of a required One Year Review of an approved Special Use Permit (U-0107-90) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2921 West Sahara Avenue (APN: 162-08-501-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) and staff recommend DENIAL

118. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

119. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3972 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: RITA QUAM FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL

120. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3986 - APPLICANT: MUSTAFA KAVRUKLAR - OWNER: RITA QUAM FAMILY TRUST - Request for a Special Use Permit and a Waiver from the 400-foot distance separation requirement from an existing church FOR A SUPPER CLUB located at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

121. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3653 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT, OFF-PREMISE CONSUMPTION in conjunction with a proposed 39,960 square-foot Grocery Store adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-801-001), 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

122. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3653 - PUBLIC HEARING - SDR-3651 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the foundation landscaping buffer FOR A PROPOSED 87,790 SQUARE-FOOT RETAIL CENTER on 11.73 acres adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-201-001), 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

123. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4046 - APPLICANT: GARY AND GINA SHANKS - OWNERS: MACK SMITH, JR. AND BOOKER T. BURNEY - Request for a Special Use Permit FOR OPEN AIR VENDING at 1000 North Martin L King Boulevard (APN: 139-28-604-006), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

124. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-3708 - APPLICANT/OWNER: EMERALD CREST HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: R-3 (Medium Density Residential) on 0.29 acres adjacent to the northeast corner of Torrey Pines Drive and Garwood Avenue (APN: 138-35-517-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

125. REZONING - PUBLIC HEARING - ZON-4013 - APPLICANT/OWNER: CLIFFS EDGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 2.5 acres located adjacent to the northeast corner of Bath Drive and Michelli Crest Way (APN: 126-24-701-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

126. REZONING - PUBLIC HEARING - ZON-4014 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

127. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4014 - PUBLIC HEARING - SDR-4015 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Site Development Plan Review FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP AND A WAIVER OF LANDSCAPE STANDARDS on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), C-2 (General Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

128. REZONING - PUBLIC HEARING - ZON-4059 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) and R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4059 - PUBLIC HEARING - SDR-4107 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Site Development Plan Review FOR A CHURCH on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), R-3 (Medium Density Residential) and R-4 (High Density Residential) Zones [PROPOSED: C-V (Civic)], Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

130. REZONING - PUBLIC HEARING - ZON-4066 – APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

131. SPECIAL USE PERMIT RELATED TO ZON-4066 - PUBLIC HEARING - SUP-4128 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR PRIVATE STREETS on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

132. VACATION RELATED TO ZON-4066 AND SUP-4128 - PUBLIC HEARING - VAC-4068 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Petition to vacate the south 10 feet of Washburn Road between Maverick Street and Bronco Lane, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

133. REZONING - PUBLIC HEARING - ZON-4082 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL), P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

134. VARIANCE RELATED TO ZON-4082 - PUBLIC HEARING - VAR-4251 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW BUILDING HEIGHTS TO EXCEED THE RESIDENTIAL ADJACENCY STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

135. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4082 AND VAR-4251 - PUBLIC HEARING - SDR-4086 - APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO OFFICE BUILDINGS WITH ATTACHED PARKING GARAGES AND TWO RESTAURANT BUILDINGS WITHIN AN EXISTING OFFICE COMPLEX AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)],Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

136. SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251 AND SDR-4086 - PUBLIC HEARING - SUP-4089 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

137.SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251, SDR-4086 AND SUP-4089 - PUBLIC HEARING - SUP-4090 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

138.REZONING - PUBLIC HEARING - ZON-4083 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

139.VARIANCE RELATED TO ZON-4083 - PUBLIC HEARING - VAR-4190 - APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 4 PARKING SPACES WHERE 5 PARKING SPACES ARE REQUIRED FOR A PROPOSED OFFICE on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommend APPROVAL

140.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4083 AND VAR-4190 - PUBLIC HEARING - SDR-4085 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A HOME/OFFICE CONVERSION AND FOR WAIVER OF LANDSCAPING REQUIREMENTS on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

141.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4044 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request to amend a portion of Map 10 of the Centennial Hills Sector Plan TO REALIGN POWERLINE CORRIDORS WITHIN THE CLIFF'S EDGE MASTER PLAN AREA, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

142.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4042 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 3.88 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

143.REZONING RELATED TO GPA-4042 - PUBLIC HEARING - ZON-4043 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: O (OFFICE) on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

144.SPECIAL USE PERMIT RELATED TO GPA-4042 AND ZON-4043 - PUBLIC HEARING - SUP-4045 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH TO BE LOCATED ON PROPERTY ADJACENT TO A RESIDENTIAL USE on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

145.SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4042, ZON-4043 AND SUP-4045 - PUBLIC HEARING - SDR-4060 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH AND FOR A WAIVER OF THE PARKING LOT LANDSCAPING REQUIREMENTS on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue an Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

146. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4063 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request to amend the Town Center Land Use Plan of the Centennial Hills Sector Plan FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), Ward 6 (Mack). The Planning Commission (4-1-1 vote on a motion for approval) failed to obtain a supermajority vote which is tantamount to denial and staff recommend DENIAL

147. SPECIAL USE PERMIT RELATED TO GPA-4063 - PUBLIC HEARING - SUP-4065 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Special Use Permit FOR A GATED COMMUNITY WITH PRIVATE STREETS adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

148. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4063 AND SUP-4065 - PUBLIC HEARING - SDR-4064 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Site Development Plan Review FOR A 316 UNIT CONDOMINIUM DEVELOPMENT on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

149. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4078 – APPLICANT/OWNER: QUALITY HOMES - Request to amend the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

150. REZONING RELATED TO GPA-4078 - PUBLIC HEARING - ZON-4080 – APPLICANT/OWNER: QUALITY HOMES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

151. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4110 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

152. REZONING RELATED TO GPA-4110 - PUBLIC HEARING - ZON-4111 – APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-CL (SINGLE FAMILY COMPACT-LOT) under Resolution of Intent to O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

153. SPECIAL USE PERMIT RELATED TO GPA-4110 AND ZON-4111 - PUBLIC HEARING - SUP-4113 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

154. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4110, ZON-4111 AND SUP-4113 - PUBLIC HEARING - SDR-4112 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

155.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

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-88-2004 – Approval of a Resolution Authorizing the City Manager to Approve and Execute Certain Contracts, Contract Modifications and Renewal Options and Authorizing the Delegation of that Authority to the Deputy City Managers and Certain Department Directors, Designating the Purchasing and Contracts Manager as the City Council's Authorized Representative for Purposes of Chapter 332 and 338, and providing for other matters properly related thereto

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose for adopting this Resolution is to authorize the delegation of the City Manager's contractual authority to the Deputy City Managers and, for architectural and engineering consultant contracts, to the Director of the Department of Public Works.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution and authorize its execution.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Resolution No. R-88-2004
3. Blacklined copy of Resolution No. R-145-2001

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 19, 2004
DEPARTMENT: CITY ATTORNEY
ITEM DESCRIPTION: Approval of a Resolution Authorizing the City Manager to Approve and Execute Certain Contracts, Contract Modifications and Renewal Options and Authorizing the Delegation of that Authority to the Deputy City Managers and Certain Department Directors, Designating the Purchasing and Contracts Manager as the City Council's Authorized Representative for Purposes of Chapter 332 and 338, and Providing for Other Matters Properly Related Thereto

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In 2001, the City Council adopted Resolution 145-2001 which authorized the City Manager to approve and execute certain contracts ($25,000 or less), contract modifications ($25,000 or less) and renewal options without having to seek City Council approval, and authorizing the delegation of that authority with respect to contract modifications and renewal options to certain Department Directors. Pursuant to the Resolution, the City Manager was authorized to execute certain documents on behalf of the City which had been previously approved by the City Council. The Resolution did not authorize, however, delegation of the City Manager's authority to approve and execute contracts $25,000 or less to any other person. The Resolution also designated the Manager of Purchasing & Contracts as the "authorized representative" of the City Council for purposes of NRS Chapters 332 and 338.141(3)(b).

In the revised Resolution, the City Manager is authorized to make such delegation to the Director of the Department of Public Works (for architectural and consultant contracts), or his or her duly designated authorized representative, Deputy City Managers, Director of the Department of Finance & Business Services, and the Manager of Purchasing and Contracts Division.

The revised Resolution also extends the appointment of the Purchasing and Contracts Manager as the authorized representative of the City Council for all of NRS Chapter 338 (not just NRS 338.141(3)(b) as existed in the prior Resolution) and makes the Purchasing & Contracts Manager the custodian of records for documents executed pursuant to the authority granted under this Resolution. A blacklined copy of the proposed Resolution shows the changes made to Resolution 145-2001 for informational purposes.

RESOLUTION R-88-2004

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CERTAIN CONTRACTS, CONTRACT MODIFICATIONS, AND RENEWAL OPTIONS AND TO EXECUTE CONTRACTS PREVIOUSLY APPROVED BY THE CITY COUNCIL, AUTHORIZING THE DELEGATION OF THAT AUTHORITY TO THE DEPUTY CITY MANAGERS AND TO CERTAIN DEPARTMENT DIRECTORS AND THEIR DULY AUTHORIZED REPRESENTATIVES, DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVE FOR PURPOSES OF NRS CHAPTERS 332 AND 338 AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, pursuant to Section 3.03(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute contracts delegated to him or her by the Council; and

WHEREAS, in order to facilitate the day to day operations of the City, the City Council hereby finds a need for the City Manager to be able to execute certain contracts, contract modifications, renewal options to existing contracts or other documents, without having to submit the aforementioned documents to the City Council for approval and to the Mayor for execution;

WHEREAS, the City Council further finds that it is of benefit to the City to authorize the City Manager to be able to delegate all or a portion of the authority granted herein to the Deputy City Managers and to certain Department Directors and their authorized representatives as set forth herein;

WHEREAS, the City Council further finds that the Manager of the Purchasing and Contracts Division, Department of Finance and Business Services of the City is the person responsible for the proper administration of all purchases and contracts, or either of them, on behalf of the City;

WHEREAS, the City Council, by the adoption of this Resolution, intends to provide for the more efficient operation of City government by (i) authorizing the City Manager to approve and execute the documents more specifically described below, (ii) authorizing the delegation of all or a portion of the authority granted herein to the City Manager to the Deputy City Managers and to the Department Directors, and their duly authorized representative(s) (iii) designating the person authorized to act as the City's authorized representative for purposes of NRS Chapters 332 and 338, and (iv) superceding Resolution R-145-2001 previously adopted by this Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, the following:

A. **City Manager's Authority to Approve and Execute Certain Contracts, Contract Modifications, Renewal Options and to execute Contracts Previously Approved by the City Council**

1. **Contracts.** The City Manager is hereby authorized to approve and execute any contract provided (i) the performance of such contract does not involve any expenditure on the part of the City, or the cost to the City does not exceed $25,000, (ii) the contract does not require the City to indemnify any other party thereto against any liability that may arise thereunder unless such party is a governmental entity and the indemnity does not waive, and is subject to, the governmental liability limits of NRS Chapter 41, and (iii) the contract is approved as to form by the City Attorney's Office.

2. **Contract Modifications**. The City Manager is hereby authorized to approve and execute any modification (including time extensions) to a contract (including a contract previously approved by the City Council or pursuant to the authority granted under this Resolution) provided the cost to the City, either separately or together with all previously approved modifications, does not exceed in the aggregate the amount of the contingency fund and/or construction conflicts fund, if any, established in connection with the contract, or the amount of $25,000, whichever is greater.

A contract modification which does not qualify under the parameters set forth above shall be submitted to the City Council for approval. The City Manager shall reject any contract modification that is repetitive in nature or circumvents the intent of this Resolution by splitting the contract modification in such a manner as to avoid submission to the City Council.

3. **Renewal Options.** The City Manager is further authorized to exercise any renewal option granted under a contract including, without limitation, annual requirement contracts, under the following guidelines:

(a) The renewal option is specifically authorized by the contract;

(b) Unencumbered appropriations exist to continue the contract;

(c) The need for the good or services still exists;

(d) The vendor is in compliance with the contract terms;

(e) Any increase in cost for the renewal period is (i) within the limits, if any, specified in the contract, or (ii) based on an increased demand for goods or services by the City, or due to cost increases which can be justified through recognized economic indicators; and

(f) Exercising the renewal is in the best interest of the City rather than rebidding the Contract.

4. **Contracts Previously Approved by the City Council.** The City Manager is further authorized to execute those contracts which have been previously approved by the City Council including, but not necessarily limited to, (i) joinder or use agreements authorized pursuant to NRS Chapter 332, (ii) contracts (including contracts awarded by the City Council pursuant to NRS Chapters 332 and 338) or contract modifications which exceed the limits set forth in Section A2 and therefore, have been previously approved by the City Council, and (iii) assignments requested by a party in privity of contract with the City.

B. City Manager's Authority to Delegate the Approval and Execution of Certain Contracts, Contract Modifications, Renewal Options and the Execution of Contracts Previously Approved by the City Council

1. **Contracts**. The City Manager may delegate the authority granted under Section A1 of this Resolution to the following:

(a) Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division, provided the contract does not exceed the limits of authority set forth in Section A1, and

(b) Director of the Department of Public Works, or his or her duly authorized representative, with respect to architectural or engineering consultant contracts for public work projects, provided the contract does not exceed the limits of authority set forth in Section A1.

Except for the Department of Public Works which is provided for under Subsection (b) of this Section, each Department Director of the City, or their duly authorized representative, may request the Deputy City Manager overseeing the administration of that Department, the Director of the Department of Finance and Business Services or the Manager of the Purchasing and Contracts Division to approve and execute any contract which pertains to that Department provided the contract does not exceed the limits of authority set forth under Section A1.

2. **Contract Modifications**. The City Manager may delegate the authority granted under Section A2 of this Resolution to the following:

(a) Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division for any and all contract modifications, provided the modification does not exceed the limits of authority set forth in Section A2, and

(b) Director of the Department of Public Works and the Director of the Department of Field Operations, or their duly authorized representative(s), for those modifications (including change orders) which pertain to the public work projects or maintenance projects of the respective Departments, provided the modification does not exceed the limits of authority set forth in Section A2.

Except for the Department of Public Works and the Department of Field Operations which are provided for under Subsection (b) of this Section, each Department Director of the City, or their duly authorized representative, may request the Director of the Department of Finance and Business Services or the Manager of the Purchasing and Contracts Division~~;~~ to approve and execute any contract modification to a contract previously approved by the City Council which pertains to that Department, provided the modification does not exceed the limits of authority set forth under Section A2.

3. **Renewal Options.** The authority granted under Sections ~~A2~~ A3 of this Resolution may be delegated by the City Manager to the Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division.

4. **Contracts Previously Approved by the City Council.** The authority granted under Section A4 of this Resolution may be delegated by the City Manager to the Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division.

C. Designation of Authorized Representative. The Manager of the Purchasing and Contracts Division of the Department of Finance and Business Services is hereby designated as the "authorized representative" of the City Council for purposes of NRS Chapters 332 and 338 and shall take such actions authorized therein for and on behalf of the City Council unless the Manager determines that such action should have the prior review and approval of the City Council.

D. Custodian of Records.

The Purchasing and Contracts Division shall maintain a permanent record of the documents executed pursuant to the authorization granted under this Resolution.

BE IT FURTHER RESOLVED that this Resolution supercedes Resolution R-145-2001 previously adopted by the City Council.

PASSED, ADOPTED and APPROVED this 19 day of May, 2004.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Robert S. Sylvain 5-6-04
Date

BLACKLINED RESOLUTION R-145-2001

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CERTAIN CONTRACTS, CONTRACT MODIFICATIONS, AND RENEWAL OPTIONS AND ~~CERTAIN DOCUMENTS~~ TO EXECUTE CONTRACTS PREVIOUSLY APPROVED BY THE CITY COUNCIL, ~~AND~~ AUTHORIZING THE DELEGATION OF THAT AUTHORITY TO THE DEPUTY CITY MANAGERS AND TO CERTAIN DEPARTMENT DIRECTORS AND THEIR DULY AUTHORIZED REPRESENTATIVES, DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVE FOR PURPOSES OF NRS CHAPTERS 332~~.025~~AND 338 AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, pursuant to Section 3.03(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute ~~those~~ contracts delegated to him or her by the Council; and

WHEREAS, in order to facilitate the day to day operations of the City, the City Council hereby finds a need for the City Manager to be able to execute certain contracts, contract modifications, renewal options to existing contracts or other documents, without having to submit the aforementioned documents to the City Council for approval and to the Mayor for execution;

WHEREAS, the City Council further finds that it is of benefit to the City to authorize the City Manager to be able to delegate all or a portion of the authority granted herein to the Deputy City Managers and to certain Department Directors and their authorized representatives as set forth herein;

WHEREAS, the City Council further finds that the Manager of the Purchasing and Contracts Division, Department of Finance and Business Services of the City is the person responsible for the proper administration of all purchases and contracts, or either of them, on behalf of the City;

WHEREAS, the City Council, by the adoption of this Resolution, intends to provide for the more efficient operation of City government by (i) authorizing ~~to authorize~~ the City Manager ~~to be able~~ to ~~(i)~~ approve and execute the documents more specifically described below, (ii) authorizing the ~~delegate~~ delegation of all or a portion of the authority granted herein to the City Manager to the Deputy City Managers and to the Department Directors, and their duly authorized representative(s) ~~designated herein;~~ (iii) d~~esignate~~ designating the person ~~within the City~~ authorized to act as the City's authorized representative for purposes of NRS Chapters 332 and 338, and (iv) ~~to supercede~~ superceding Resolution ~~R-47-2000~~R-145-2001 previously adopted by this Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, the following:

A. City Manager's Authority to Approve and Execute Certain Contracts, Contract Modifications, Renewal Options and to execute Contracts ~~Certain Documents~~ Previously Approved by the City Council

1. **Contracts.** ~~**and Contract Modifications.**~~ ~~(a)~~ The City Manager is hereby authorized to approve and execute~~:~~

~~(1)~~ ~~A~~any contract ~~provided the amount to perform such contract~~ provided (i) the performance of such contract does not involve any expenditure on the part of the City, or the cost to the City does not exceed $25,000, ~~and~~ (ii) the contract does not require the City to indemnify any other party thereto against any liability that may arise thereunder unless such party is a governmental entity and the indemnity does not waive, and is subject to, the governmental liability limits of NRS Chapter 41, and (iii) the contract is approved as to form by the City Attorney's Office.~~,~~

2. **Contract Modifications**. The City Manager is hereby authorized to approve and execute

~~(2)~~ ~~A~~any modification (including time extensions) to a contract (including a contract previously approved by the City Council or pursuant to the authority granted under this Resolution) provided the~~ whose~~ cost ~~modification~~ to the City, either separately~~,~~ or together with all previously approved modifications ~~in the aggregate~~, does not exceed in the aggregate the amount of the contingency fund and/or construction conflicts fund, if any, established in connection with the contract, or the amount of $25,000, whichever is greater.

~~(3) Any modification to a contract previously approved by the City Manager pursuant to the authority granted under Section A1 (a)(1) above provided the modification, together with the original contract amount or all previously approved modifications in the aggregate, does not exceed $25,000.~~

~~(b) Except as provided in Section A3~~, ~~all~~ A ~~contracts and~~ contract modifications ~~in excess of the limits~~ which does not qualify under the parameters set forth~~ herein~~ above shall be submitted to the City Council for approval. The City Manager shall reject any contract modification that is repetitive in nature or circumvents the intent of this Resolution by splitting the contract modification in such a manner as to avoid ~~approval by~~ submission to the City Council. ~~All such contract modifications shall be presented to the City Council for approval.~~

~~(c) The City Clerk shall maintain a permanent record of each contract and contract modification approved and executed by the City Manager pursuant to this Resolution.~~

~~2.~~3. **Renewal Options.** The City Manager is further authorized to exercise any renewal option granted_under a contract ~~previously approved by the City Council~~ including, without limitation, annual requirement contracts, under the following guidelines:

(a) The renewal option is specifically authorized by the contract;

(b) Unencumbered appropriations exist to continue the contract;

(c) The need for the good or services still exists;

(d) The vendor is in compliance with the contract terms;

(e) Any increase in cost for the renewal period is (i) within the limits, if any, specified in the contract, or (ii) based on an increased demand for goods or services by the City, or due to cost increases which can be justified through ~~independent sources (such as, but not limited to, the consumer price index published by the United States Department of Labor, Short Range and Price Review published by McGraw Hill, or the price lists published by competing vendors)~~ recognized economic indicators; and

(f) ~~A market survey or study indicates that a better price is not likely to be obtained by entering into a new contract; and~~

Exercising the renewal is in the best interest of the City rather than rebidding the Contract.

~~The City Manager shall not exercise the renewal option if rebidding the annual contract would be in the best interests of the City.~~

~~3.~~4. ~~**Documents**~~ **Contracts Previously Approved by the City Council.** The City Manager is further authorized to execute those ~~documents~~ contracts which have been previously approved ~~as part of the agenda of the Department of Finance and Business Services~~ by the City

Council ~~and which~~ ~~pertain to, or are the administrative responsibility of, the Purchasing and Contracts Division such as,~~ including, but not necessarily limited to, (i) joinder or use agreements authorized pursuant to NRS Chapter 332~~.195~~, (ii) contracts (including contracts awarded by the City Council pursuant to NRS Chapters 332~~.065, 338.1389~~ and 338~~.147~~) or contract modifications which exceed the limits set forth in Section A~~1~~2 and, therefore, have been previously approved by the City Council, and (iii) assignments requested by a party in privity of contract with the City.

B. City Manager's Authority to Delegate the Approval and Execution of Certain Contracts, Contract Modifications, Renewal Options and the Execution of Contracts Previously ~~other Documents~~ Approved by the City Council

1. **Contracts**. The City Manager may delegate the authority granted under Section A1 of this Resolution to the following:

(a) Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division, provided the contract does not exceed the limits of authority set forth in Section A1, and

(b) Director of the Department of Public Works, or his or her duly authorized representative, with respect to architectural or engineering consultant contracts for public work projects, provided the contract does not exceed the limits of authority set forth in Section A1.

Except for the Department of Public Works which is provided for under Subsection (b) of this Section, each Department Director of the City, or their duly authorized representative, may request the Deputy City Manager overseeing the administration of that Department, the Director of the Department of Finance and Business Services~~,~~ or the Manager of the Purchasing and Contracts Division to approve and execute any contract which pertains to that Department provided the contract does not exceed the limits of authority set forth under Section A1.

~~1.~~ 2. **Contract Modifications**. The ~~authority granted under Subsection (a) of Section A of this Resolution to approve and execute contract modifications to contracts previously approved by the City Council~~ City Manager may ~~be~~ delegate~~d~~ ~~and assigned~~ the authority granted under Section A2 of this Resolution~~, subject to the same limitations and responsibilities imposed under Subsection (b) of Section A1 by the City Manager.~~ to the following:

(a) Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division for any and all contract modifications, provided the modification does not exceed the limits of authority set forth in Section A2, and

~~(a)~~ (b) ~~To~~ Director of the Department of Public Works ~~of the City~~ and the Director of the Department of Field Operations ~~of the City~~, or their duly authorized representative(s), for those modifications (including change orders) which pertain to the public work projects or maintenance projects of the respective Departments, provided the modification does not exceed the limits of authority set forth in Section A2. ~~, however, the cost of the modification separately, or together with all previously approved modifications in the aggregate, does not exceed the amount of the contingency fund and/or construction conflict fund, if any, established in connection with the previously approved contract, or $25,000, whichever is greater, and~~

~~(b)To the Director of the Department of Finance and Business Services, or his or her duly authorized representative(s), for any and all other contract modifications provided, however, the cost of the modification separately, or together with all previously approved modifications in the aggregate, does not exceed the amount of the contingency fund and/or construction conflicts fund, if any, established in connection with the previously approved contract, or $25,000, whichever is greater~~.

Except for the Department of Public Works and the Department of Field Operations which are provided for under Subsection (b) of this Section ~~B1(a) above~~, each Department Director of the City, or their duly authorized representative, may request the Director of the Department of Finance and Business Services~~,~~ or the Manager of the Purchasing and Contracts Division~~,~~ to approve and execute any contract modification to a contract previously approved by the City Council which pertains to that Department, provided the modification does not exceed the limits of authority set forth under Section A2 ~~B1~~.

~~2.~~3. **Renewal Options.** The authority granted under Section~~s~~ ~~A2~~ A3 of this Resolution may be delegated by the City Manager to the Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division. ~~of the Department of Finance and Business Services.~~

~~3.~~4. **~~Documents~~ Contracts Previously Approved by the City Council.** The authority granted ~~upon~~ under Section ~~A3~~A4 of this Resolution may be delegated by the City Manager to the Deputy City Managers, Director of the Department of Finance and Business Services and/or the Manager of the Purchasing and Contracts Division. ~~of that Department.~~

C. Designation of Authorized Representative. ~~Except for purposes of awarding a contract to the lowest responsive and responsible bidder pursuant to NRS 332.065 (whose responsibility shall remain with the City Council), t~~ The Manager of the Purchasing and Contracts Division of the Department of Finance and Business Services is hereby designated as the "authorized representative" of the City Council for purposes of NRS Chapters 332 and ~~NRS~~ 338 ~~141(3)(b)~~ and shall take such actions authorized therein for and on behalf of the City Council unless ~~he or she~~ the Manager determines that such action should have the prior review and approval of the City Council.

D. Custodian of Records. The Purchasing and Contracts Division shall maintain a permanent record of the documents executed pursuant to the authorization granted under this Resolution.

BE IT FURTHER RESOLVED that this Resolution supercedes Resolution ~~R-47-2000~~ R-145-2001 previously adopted by the City Council.

PASSED, ADOPTED and APPROVED this _______ day of _________________, 200~~1~~4.

____
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

____
Date

City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-89-2004 – Approval of a Resolution Adopting a Procedure for the Protest of the Proposed Award of a Contract

Fiscal Impact

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

PURPOSE/BACKGROUND:
Prior to the 2003 State Legislative Session, the City had adopted a procedure for bidders who wanted to protest the award of a contract. The procedure was adopted to help eliminate the many frivolous protests that the City was receiving prior to that time. Because of the success of that procedure, the State Legislature enacted a similar procedure into state law (NRS 338.142). The proposed Resolution modifies the City's current procedure to be in compliance with the new law. This Resolution also extends the protest procedure to the City's Request for Proposal process, and enables any person who has submitted a proposal in response to a Request for Proposal to protest the proposed award of a contract. The blacklined copy of the Bid Protest Procedure shows for informational purposes the changes from the prior Bid Protest Procedure.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution and authorize its execution.

BACKUP DOCUMENTATION:
1. Resolution No. R-89-2004
2. Blacklined copy of the Bid Protest Procedure

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

RESOLUTION NO. R-89-2004

RESOLUTION ADOPTING PROCEDURE FOR THE PROTEST OF THE PROPOSED AWARD OF CONTRACT

WHEREAS, the City Council adopted Resolution R-31-2001 on April 4, 2001 which sets forth the procedure to be followed by a bidder desiring to protest the bid solicitation or proposed award of a contract; and

WHEREAS, since the adoption of that Resolution, the State Legislature at the 2003 legislative session amended NRS Chapter 338 to set forth a bid procedure to be followed by each person desiring to protest the award of a contract pursuant to that chapter; and

WHEREAS, as a result of the passage of the new legislation (Assembly Bill 425), there exists a need to modify the City's current bid procedure in order to comply with the requirements of the new statutory bid procedure;

WHEREAS, with the adoption of this Resolution, the City Council intends to supercede the bid protest procedure previously approved by them with the bid protest procedure set forth herein.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council that the procedure set forth in that document entitled, to-wit: PROCEDURE FOR THE PROTEST OF A PROPOSED AWARD OF CONTRACT, attached hereto as Attachment A and incorporated herein as a part hereof, is hereby adopted and approved in connection with the protest filed by a person who has submitted a bid or proposal to the City for the award of a contract pursuant to the provisions of NRS Chapter 332 (including a contract to be awarded pursuant to a Request for Proposal) and NRS Chapter 338. The bid protest procedures set forth herein shall become effective with the adoption of this Resolution.

The City will not review or consider any protest which does not comply with the procedures set forth in Attachment A.

. . .

. . .

. . .

THE FOREGOING RESOLUTION was passed, adopted and approved this 19 day of May, 2004.

CITY OF LAS VEGAS

By: ______________________
OSCAR B. GOODMAN, Mayor

ATTEST:

____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-6-04
Date

ATTACHMENT A

PROCEDURE FOR THE PROTEST OF A PROPOSED AWARD OF CONTRACT

A. Right of Protest. Any person who has submitted a bid or proposal to the City for the award of a contract pursuant to the provisions of NRS Chapters 332 (including a contract to be awarded in response to a Request for Proposal) and 338 may file a written protest with the City provided the Protester complies, as a condition precedent to consideration of such protest, with the procedure set forth herein.

B. Filing of Protest. The written protest must be submitted in writing to the Manager of the Purchasing and Contracts Division of the Department of Finance and Business Services within five (5) business days after the bid opening.

C. Protest Information. The written protest shall contain, at a minimum, the following information:

a. Bid or Request for Proposal identification number and title,

b. The name and address of the Protester and the title or position of the person submitting the protest on behalf of the Protester,

c. A statement setting forth with specificity all of the reasons the Protester believes the applicable provisions of law were violated and including as a part thereof the following:

(i) A detailed description explaining how the issue or issues protested created an advantage to the other bidders, or a disadvantage to the Protester, or both,

(ii) A detailed statement explaining how the issue or issues protested resulted in a higher bid being submitted by the Protester along with evidence showing the amount of the increase, and

(iii) A detailed statement explaining how the issue or issues protested resulted in a lower bid being submitted by the other bidders along with evidence showing the amount of the increase,

d. A statement describing the relief sought by the Protester, and

e. Such other information as the Protester deems to be material.

The Protester shall provide such additional information requested by the City which it deems pertinent to the consideration of the protest. The written protest shall identify all of the issues and arguments which support the Protester's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

D. Protest Security. As a condition precedent to any consideration of the written protest, the Protester must post a security (the "Protest Security") in the form of cash, bond, cashier's check, certified check or money order made payable to the City. The amount of the Protest Security shall be (i) 25% of the total value of the bid submitted by the Protester to the City, (ii) 25% of the amount of the contract as estimated by the City, or (iii) $250,000, whichever is the lesser amount. The Purchasing and Contracts Manager will deposit the Protest Security into the appropriate City account until a final determination is made on the Protest.

If the Protest is upheld, or the City decides to reject all bids in connection with the Project, the full amount of the Protest Security will be returned to the Protester. It the City renders an unfavorable decision on the protest (which includes an unfavorable decision by the administrative staff that is not appealed to the City Council or to the Director of the Department of Finance and Business Services as provided under Subsection F below), the City will return the Protest Security within thirty (30) days of the decision after deducting therefrom the costs and expenses (such as the hourly wage or salary of the employees involved in reviewing the protest) incurred by the City in considering the protest.

E. Protest Determination. With receipt of the protest and the Protest Security, the Purchasing and Contracts Manager will review the protest and, if the protest is not resolved by mutual agreement, render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the protest requires additional time. In lieu of deciding the protest, the Purchasing and Contracts Manager may (i) forward the protest directly to the City Council for their determination, or (ii) forward the protest directly to the Director of the Department of Finance and Business Services.

F. Appeal of Decision. The decision of the Purchasing and Contracts Manager may be appealed provided written notice thereof is provided by the Protester within three business days of receipt of the decision. Such notice shall be given the Purchasing and Contracts Manager who, upon receipt of the notice, shall forward the appeal for determination to the Director of Finance and Business Services or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

1. If the appeal is forwarded to the Director of Finance and Business Services, the Director will review the protest and issue a decision within ten (10) calendar days of receipt of the appeal unless the nature and complexity of the protest requires additional time. If the Protester is not satisfied with the decision, an appeal may be made to the City Council provided a request is received in writing by the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the written decision by the Director.

2. Any appeal forwarded to the City Council will be placed on its agenda as soon as possible after taking into account the administrative deadlines in effect within the City.

G. Miscellaneous Provisions.

1. No award will be made of the contract until a determination is made by the City on the protest. The Protester shall not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the contract.

2. If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by a court of competent jurisdiction. If the court upholds the decision of the City Council, the City may retain an amount equal to the costs and expenses incurred by the City in processing the appeal including, but not limited to, court costs, attorney fees (including those in retaining private counsel to defend the decision of the City Council), staff time expended in processing the appeal, or costs to retain any needed consultants or experts. If the Protester prevails on the appeal the full amount of the Protest Security will be returned to the Protester.

3. The City Council will not consider any protest unless it complies with the procedure set forth above.

4. Regardless of the outcome of the appeal, neither the City, nor its officers, employees or authorized representative is liable for any costs, expenses, attorney fees, loss of income or other damages sustained by the Protester who submits a bid to the City.

ATTACHMENT A

PROCEDURE FOR THE PROTEST OF A PROPOSED AWARD OF CONTRACT

A. Right of Protest. Any person who has submitted a bid or proposal to the City for the award of a contract pursuant to the provisions of NRS Chapters 332 (including a contract to be awarded in response to a Request for Proposal) and 338 ~~(the "Protester")~~ may file a written protest with the City provided the Protester complies, as a condition precedent to consideration of such protest, with the procedure set forth herein.

B. Filing of Protest. The written protest must be submitted in writing to the Manager of the Purchasing and Contracts Division of the Department of Finance and Business Services~~Manager,~~ within five (5) business days after the bid opening.

C. Protest Information. The written protest shall contain, at a minimum, the following information:

a. Bid or Request for Proposal ~~Project~~ identification number and title,

b. The name and address of the Protester and the title or position of the person submitting the protest on behalf of the Protester,

~~c. A statement describing in detail all of the issues being protested and the reasons the award of the contact should not be made as proposed by the Purchasing and Contracts Division of the Department of Finance and Business Services of the City,~~

c.~~d~~. A statement setting forth with specificity all of the reasons the Protester believes the applicable provisions of law were violated and including as a part thereof the following:

(i) ~~A detailed description of how the issues protested adversely affect the Protester's bid submitted to the City,~~A detailed description explaining how the issue or issues protested created an advantage to the other bidders, or a disadvantage to the Protester, or both,

(ii) A detailed statement explaining how the issue or issues protested resulted in a higher bid being submitted by the Protester along with evidence showing the amount of the increase, and

(iii) A detailed statement explaining how the issue or issues protested resulted in a lower bid being submitted by the other bidders along with evidence showing the amount of the increase,

d. ~~(ii)~~ A statement describing the relief sought by the Protester, and

e. ~~(iii)~~ Such other information as the Protester deems to be material.

The Protester shall provide such additional information requested by the City which it deems pertinent to the consideration of the protest. The written protest shall identify all of the issues and arguments which support the Protester's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

D. Protest Security. As a condition precedent to any consideration of the written protest, the Protester must post ~~with the City~~ a security (the "Protest Security") in the form of a cash, ~~or a~~ bond, cashier's check, certified check or money order made payable to the City. The amount of the Protest Security shall be (i) 25% of the total value of the bid submitted by the Protester to the City, (ii) 25% of the ~~annual~~ amount of the ~~annual~~ contract as estimated by the City, or (iii) $250,000, whichever is the lesser amount. The Purchasing and Contracts Manager will deposit the Protest Security into the appropriate City account until a final determination is made on the Protest.

If the ~~City renders a decision in favor of the Protester on the protest~~Protest is upheld, or the City decides to reject all bids in connection with the Project, the full amount of the Protest Security will be returned to the Protester. It the City renders an unfavorable decision ~~unfavorable to the Protester~~ on the protest (which includes ~~a~~ an unfavorable decision by the administrative staff that is not appealed to the City Council or to the Director of the Department of Finance and Business Services, as provided under Subsection F below), the City will return the Protest Security ~~to the Protester~~ within thirty (30) days of the decision after deducting therefrom the costs and expenses (such as the hourly wage or salary of the employees involved in reviewing the protest) incurred by the City in considering the protest.

E. Protest Determination. With receipt of the protest and the Protest Security, the Purchasing and Contracts Manager will review the protest and, if the protest is not resolved by mutual agreement, render a written determination within ten (10) calendar days thereof, unless the nature and complexity of the protest requires additional time.

~~If the protest pertains to a project which is time sensitive,~~ In lieu of deciding the protest, the Purchasing and Contracts Manager may~~, in lieu of deciding the protest,~~ (i) forward the protest directly to the City Council for their determination, or (ii) forward the protest directly to the Director of the Department of Finance and Business Services.~~, or (iii) render a decision on the protest and, if appealed, forward the appeal directly to the City Council.~~

F. Appeal of Decision. ~~If the Protester does not accept the decision of the Purchasing and Contracts Manager, an appeal may be made to the Director of the Department of Finance and Business Services provided the Protester complies, as a condition precedent the consideration of such appeal, with the following:~~ The decision of the Purchasing and Contracts Manager may be appealed provided written notice thereof is provided by the Protester within three business days of receipt of the decision. Such notice shall be given the Purchasing and Contracts Manager who, upon receipt of the notice, shall forward the appeal for determination to the Director of

Finance and Business Services or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

~~1. The appeal is made in writing within three (3) business days of receipt by the Protester of the decision by the Purchasing and Contracts Manager.~~

~~2~~1. If the appeal is forwarded to the Director of Finance and Business Services, t~~T~~he Director will review the protest and issue a decision within ten (10) calendar days of receipt of the appeal unless the nature and complexity of the protest requires additional time. If the Protester is not satisfied with the decision, an appeal may be made to the City Council provided a request is received in writing by the Purchasing and Contracts Manager within three (3) business days of receipt by the Protester of the written decision by the Director.

~~3~~2. ~~If an~~Any appeal ~~is made~~ forwarded to the City Council~~, the matter~~ will be placed on ~~the~~its agenda ~~of the City Council~~ as soon as possible after taking into account the administrative deadlines in effect within the City.

G. Miscellaneous Provisions.

1. No award will be made of the contract ~~while a protest or appeal is pending before the City~~until a determination is made by the City on the protest. The Protester shall not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the contract.~~relief while the protest or appeal is pending before the City.~~

2. If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by a court of competent jurisdiction. If the court upholds the decision of the City Council, the City may retain an amount equal to the costs and expenses incurred by the City in processing the appeal including, but not limited to, court costs, attorney fees (including those in retaining private counsel to defend the decision of the City Council), staff time expended in processing the appeal, or costs to retain any needed consultants or experts. If the Protester prevails on the appeal the full amount of the Protest Security will be returned to the Protester.

3. The City Council will not consider any protest unless it complies with the procedure set forth above.

4. Regardless of the outcome of the appeal, neither the City, nor ~~any of~~ its officers, employees or authorized representative is~~, will be~~ liable for any costs, expenses, attorney fees, loss of income or other ~~or~~ damages ~~such as, but not limited to, attorney fees, loss of income, bid preparation costs or bid protest costs, incurred~~ sustained by the Protester ~~in connection with~~ who submits a bid to the City.~~the proposed award of the contract or appeal thereof.~~

City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

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

SUBJECT:
RESOLUTIONS:

R-90-2004 - Approval of a resolution setting forth the intent of the City of Las Vegas, Nevada, to reimburse out of bond proceeds the cost of a project (Union Park, formerly known as the 61-Acres) - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City plans to issue medium-term financing for the infrastructure of Union Park (formerly known as the 61-Acres). This resolution is a requirement of the Internal Revenue Service to expense funds in the interim and receive reimbursement after the issuance of bonds.

RECOMMENDATION:
It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:
Resolution No. R-90-2004

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
There was no discussion.

(9:49 – 9:51)
1-1522

Summary - a resolution authorizing reimbursement of prior expenditures from bond proceeds.

RESOLUTION NO. R-90-2004

A RESOLUTION SETTING FORTH THE INTENT OF THE CITY OF LAS VEGAS, NEVADA, TO REIMBURSE OUT OF BOND PROCEEDS THE COST OF A PROJECT; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to Sections 7.020 and 8.110 of the Charter, the City, acting through the City Council (the "Council" or the "Governing Body") is authorized to borrow money for any municipal purpose and for such purpose may issue bonds or other securities, pursuant to Nevada Revised Statutes ("NRS") ' 268.672 to 268.740, inclusive (the "City Bond Law") to finance the cost to acquire, improve and equip public projects, including, without limitation, one or more of the following: a drainage and flood control project, an off-street parking project, a street project, a recreation project, a park project, a water project and a sewage project, all as defined in the City Bond Law, to be located in or in the vicinity of the development currently known as "Union Park" (the "Project"); and

WHEREAS, the City desires to acquire, construct, equip and improve the Project; and

WHEREAS, the City Council (the "Council") expects to incur certain expenditures relating to the Project prior to obtaining permanent financing, and the City intends to reimburse itself for such prior expenditures with proceeds of one or more mediun term obligations (the "Obligation") issued in the maximum principal amount of $25,000,000; and

WHEREAS, pursuant to the provisions of NRS 350.087 to 350.095, inclusive (the "Act"), the Council is required to publish a notice of intent before it incurs a medium-term obligation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City hereby declares its intent to reimburse the costs of the Project out of the Obligation. This is a declaration of official intent under ' 1.150-2 of the Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Section 2. The Council hereby determines and declares that:

(a) The City intends to incur expenditures with respect to the Project prior to the incurrence of the Obligation and to reimburse those expenditures from the proceeds of the Obligation; and

(b) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Obligation is consistent with the City's budgetary and financial circumstances as of the date of this Resolution. The City does not currently have moneys which are, nor does the City reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the City's budget to pay the expenditures which the City intends to reimburse.

Section 3. A hearing is hereby authorized to be held before the City Council on the Obligation. Notice of intention to adopt a resolution authorizing the Obligation and of a hearing thereon shall be given by one publication in a newspaper of general circulation in the City at least 10 days before the hearing. Such publication shall be made when designated by, and in the form directed by, and such hearing held on a date designated by, the City Manager or City Finance Director.

Section 4. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 5. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution or part of any resolution heretofore repealed.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 7. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this May 19, 2004.

(SEAL)

Mayor

Attest:

City Clerk

APPROVED AS TO FORM:
5/6/04
Date

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on May 19, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:		
	Mayor:	Oscar Goodman
	Councilmembers:	Gary Reese
		Larry Brown
		Lawrence Weekly
		Michael Mack
		Janet Moncrief
Those Voting Nay:		NONE
Those Absent:		NONE

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to ' 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
Las Vegas, Nevada

(ii) Las Vegas Library
Las Vegas, Nevada

(iii) Clark County Government Center
Las Vegas, Nevada

(iv) Grant Sawyer Building
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on May 19, 2004 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2004.

(SEAL)

City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

H:\02204\126 Union Park\noticeresolution.doc

City of Las Vegas

CITY COUNCIL AGENDA

MAY 19, 2004

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City of Las Vegas CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: http://www.lasvegasnevada.gov
OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
COUNCILMEMBERS: LARRY BROWN (Ward 4), VACANT (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.

MAY 19, 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 - THE REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CENTENNIAL HIGH SCHOOL'S ROTC UNIT FOR EARNING NATIONAL AWARDS
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF RUTH DESKIN ELEMENTARY SCHOOL STUDENTS FOR EARNING THE AMERICAN PRIDE AWARD
- RECOGNITION OF CITY'S CONSERVATION EFFORTS
- RECOGNITION OF DELTA SIGMA THETA SORORITY INC.
- RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK
- RECOGNITION OF THE NEVADA CARPENTER'S UNION SAFETY 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 Meeting of March 17, 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 - CONSENT

3. Approval to authorize the City Manager to enter into negotiations with Clark County for consideration of providing City designated space in the Regional Justice Center to Clark County for their use

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

4. Approval of modification of Intergovernmental Agreement with the U.S. Marshal Service to establish a permanent fixed rate of $71.85 for a jail-day rate covering a period of two years, effective April 1, 2004 and expiring March 31, 2006

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

6. Approval of Notice of Intent to Augment the Fiscal Year 2004 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed $20,000,000

7. Approval of a Special Event License for Boricua Association of Las Vegas, Location: Lorenzi Park, 3333 West Washington Avenue, Date: May 30, 2004, Type: Special Event Beer/Wine, Event: Memorial Day Festival, Responsible Person in Charge: David Rosado - Ward 5 (Weekly)

8. Approval of a new Supper Club License, Memphis Championship Barbecue No. 4, Inc., dba Memphis Championship Barbecue No. 4, Inc. subject to the provisions of the fire codes and Health Dept. regulations, 1401 South Rainbow Boulevard, Charles R. Hart, Jr., Dir, Pres, 30%, James M. Mills, Dir, 30%, Carlos D. Silva, Dir, Secy, 10%, Danny O. Volland, Dir, 30%, Anthony J. Faso, Treas - Ward 1 (Moncrief)

9. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License, From: Xinh Xinh, a Nevada Corporation, dba Xinh Xinh, Hue T. Do, Dir, Pres, Secy, Treas, 100%, To: Mayolos, Inc., dba Mayolo's Authentic Mexican Food, 220 West Sahara Avenue, Fermin C. Carrillo, Dir, Pres, 50%, Arturo C. Carrillo, Secy, Treas, 50% - Ward 1 (Moncrief)

10. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: NACMI (A Nevada Corp), Jessie A. Berryman, Dir, Pres, 25%, Linda B. Pease, Dir, Secy, 50%, William T. Berryman, Dir, Treas, 25%, To: Pounders, Inc., dba Pounders Sports Lounge, 330-332 West Sahara Avenue, Aaron M. Ries, Dir, Pres, Secy, Treas, 50%, Mary N. Ries, Dir, 50% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Triple Threat Entertainment, Robert R. Black, Dir, Pres, 43%, Barry R. Moore, Dir, Secy, 43%, Kathleen Lofland, Dir, Treas, 14%, To: Woofer Gaming Incorporated, dba Smoke Ranch Junction, 2425 North Rainbow Boulevard, Kenneth C. Droog, Dir, Pres, and Susan L. Droog, Dir, Secy, Treas, 100% Joint Tenancy With Right of Survivorship - Ward 6 (Mack)

12. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, From: Arizona Charlie's, Inc., Carl C. Icahn, COB, Pres, Secy, Treas, Ronald P. Lurie, EVP, Asst. Secy, Gen Mgr, Nybor Limited Partnership, 100%, Barbery Corp., Gen Ptnr, 1.01%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, Starfire Holding Corporation, Limited Ptnr, 98.9%, Carl C. Icahn, Dir, Pres, Secy, Treas, 100%, To: Arizona Charlie's, LLC, dba Arizona Charlie's Decatur, 740 South Decatur Boulevard, Ronald P. Lurie, Gen Mgr, Charlie's Holding, LLC, Mmbr, 100% - Ward 1 (Moncrief)

13. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Maxco, Inc., Russell E. Davies, Dir, Pres, Secy, Treas, 100%, To: Wuff, Inc., dba Andy Capz Pub, 1631 North Decatur Boulevard, Jon R. Huff, Mgr, Mmbr, 57%, Todd P. Wellman, Mgr, Mmbr, 43% - Ward 5 (Weekly)

14. Approval of Change of Location for a Slot Operator Gaming License, Capado Gaming Corporation, dba Capado Gaming Corporation, From: 2131 Industrial Road, To: 1541 West Oakey Boulevard, Doyle J. Davis, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

15. Approval of Change of Location for a Locksmith License, Ronnell B. Sellars, dba ACME Auto Lockout, From: 3909 Biddle Street, To: 2528 Sierra Luna Avenue, #104, Ronnell B. Sellars, 100% - Ward 5 (Weekly)

16. Approval of award of Bid No. 040253-TG, Annual Requirements Contract for Pedestrian Signal Face Modules - Department of Public Works - Award recommended to: TRASTAR, INC. (Estimated annual amount $400,000 - General Fund)

17. Approval of award of Contract No. 040228, Third Party Collection Agency Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($250,000 - General Fund)

18. Approval of award of Contract No. 040341, Mercury Interactive Corporation U. S. Master Purchase Agreement - Department of Information Technologies - Award recommended to: MERCURY INTERACTIVE COPORATION ($185,000 – Computer Services Internal Service Fund)

19. Approval of award of Contract No. 040229, First Party Debt Receivables Management Services - Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. ($150,000 - General Fund)

20. Approval of award of Contract No. 040124, Emergency Medical Services (EMS) Transport Billing Services - Department of Fire and Rescue - Award recommended to: MERCY, INC., dba AMERICAN MEDICAL RESPONSE ($150,000 - General Fund)

21. Approval of revision to purchase order 218172 to Collection Agency Services Agreement - Municipal Court - Award to: NCO FINANCIAL SYSTEMS, INC. ($143,000 - General Fund)

22. Approval of revision to purchase order 218251 for annual requirements contract for liquid aluminum sulfate - Department of Public Works - Award to: THATCHER CO. OF NEVADA ($100,000 - Sanitation Enterprise Fund)

23. Approval of Modification No. 1 for Traffic Signal Systems Consulting Services - Department of Public Works - Award to: ORTH-RODGERS & ASSOCIATES, INC. ($297,900 - LVACTS Special Revenue Fund)

24. Approval of award of Contract No. 040334 for Parking Citation Hearing Officer Services - Department of Finance and Business Services - Award recommended to: ROGER L. HARRIS, ESQ. ($80,000 - Parking Enterprise Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

25. Approval of revision to purchase order 219386 for installation of access control system hardware - Department of Detention and Enforcement - Award to: DIEBOLD, INC. ($63,324 - City Facilities Capital Projects Fund and General Fund)

26. Approval of award of Contract No. 040335, Leadership Academy Program Development Services - Department of Human Resources - Award recommended to: MANAGEMENT EDUCATION GROUP ($49,910 - General Fund)

27. Approval of award of Contract No. 040200, Laboratory Services Agreement - Department of Fire and Rescue - Award recommended to: QUEST DIAGNOSTICS ($46,000 - General Fund)

28. Approval of issuance of a purchase order for Symantec Antivirus Software, Support and Maintenance - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (Estimated annual amount of $30,000 - Computer Services Internal Service Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval of an Interlocal Agreement between the City of Las Vegas and the City of Henderson for the transfer of interoperable radio equipment for public safety communications - All Wards

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

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

32. Approval of a Secondary User's Agreement between the City of Las Vegas and Desert Springs Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

33. Approval of a Secondary User's Agreement between the City of Las Vegas and Lake Mead Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

34. Approval of a Secondary User's Agreement between the City of Las Vegas and Mountain View Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

35. Approval of a Secondary User's Agreement between the City of Las Vegas and Catholic Healthcare West, dba St. Rose Dominican Hospitals, for the transfer of interoperable radio equipment for public safety communications - All Wards

36. Approval of a Secondary User's Agreement between the City of Las Vegas and Sunrise Hospital and Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

37. Approval of a Secondary User's Agreement between the City of Las Vegas and University Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

38. Approval of payment for a permanent partial disability award - Claim #WC03110274 - as required under the workers' compensation statutes ($35,499 - Workers' Compensation Internal Service Fund

LEISURE SERVICES DEPARTMENT - CONSENT

39. Approval to accept grant funds in the amount of $150,000 from the Nevada Commission for Cultural Affairs to the City of Las Vegas for the redevelopment of the Historic Downtown Post Office - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of an Engineering Design Services Agreement with Parsons Brinckerhoff Quade & Douglas, Inc. for engineering design services for North Valley Mountain Edge Parkway ($950,088 - Regional Transportation Commission) - Wards 4 and 6 (Brown and Mack)

41. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage, trail and streetscape amenity purposes on portions of land lying within the south half of Section 12, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located on the north side of the Grand Teton Drive alignment, between the Hualapai Way alignment and Puli Road alignment, APN 126-12-000-001 - Ward 6 (Mack)

42. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northwest Quarter of Section 3, Township 21 South, Range 60 East, Mount Diablo Meridian, generally located along Del Rey Avenue and the Holmby Avenue alignment approximately 300 feet east of Buffalo Drive, APN 163-03-101-003 - Ward 1 (Moncrief)

43. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within the Northeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of Gilcrease Avenue and the south side of Grand Teton Drive east of Tee Pee Lane, the east side of Tee Pee Lane and the west side of Fort Apache Road between Grand Teton Drive and Gilcrease Avenue, APNs 125-18-501-006 and -014 – Ward 6 (Mack)

44. Approval of a Right of Way Grant for Fire Hydrant Purposes to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 29, Township 20 South, Range 60 East, Mount Diablo Meridian for two fire hydrant easements for the Durango Drive, Westcliff Drive to Vegas Drive Road Project, located on the west side of Durango Drive, APNs 138-29-601-003 and 138-29-501-007 – Ward 4 (Brown)

45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Joseph Procida, owner (southeast corner of Solar Avenue and Conquistador Street, APN 125-18-401-013 and 125-18-401-014) - County (near Ward 6 - Mack)

46. Approval of an Encroachment Request from Peterson Properties Real Estate Services, Incorporated, on behalf of PP Land Limited Partnership, owner (Durango Drive at El Captian Way) - Ward 6 (Mack)

47. Approval of an Encroachment Request from Rebel Oil Company on behalf of SH Corner, LLC, owner (northeast corner of Hualapai Way and Sahara Avenue) - Ward 2 (Vacant)

48. Approval of an Encroachment Request from JHR Associates on behalf of Soho Lofts, LLC, owner (southwest corner of Hoover Avenue and Las Vegas Boulevard) - Ward 5 (Weekly)

49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner on behalf of Quencia Inc, owner (northwest corner of Grand Canyon Drive and Elkhorn Road, APN 125-19-102-008) - County (near Ward 6 - Mack)

50. Approval of an Encroachment Request from VTN Nevada on behalf of SCC-Canyon, LLC, owner (northeast corner of Hualapai Way and Farm Road) - Ward 6 (Mack)

51. Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 per year - Revolving Special Improvement District Fund) - All Wards

52. Approval of a First Amendment to a Professional Services Agreement with C+B Nevada, Inc. for additional design services of the Detention Culinary Upgrade located at 3300 Stewart Avenue between Mojave Road and Pecos Road ($26,800 - Detention Capital Project) - Ward 3 (Reese)

53. Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding for the Las Vegas Wash activities for FY2004-2005 ($275,044 - Sanitation Fund) – County

RESOLUTIONS - CONSENT

54. R-87-2004 – Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) ($166,839.98 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

55. R-88-2004 – Approval of a Resolution Authorizing the City Manager to Approve and Execute Certain Contracts, Contract Modifications and Renewal Options and Authorizing the Delegation of that Authority to the Deputy City Managers and Certain Department Directors, Designating the Purchasing and Contracts Manager as the City Council's Authorized Representative for Purposes of Chapter 332 and 338, and providing for other matters properly related thereto

56. R-89-2004 – Approval of a Resolution Adopting a Procedure for the Protest of the Proposed Award of a Contract

57. R-90-2004 - Approval of a resolution setting forth the intent of the City of Las Vegas, Nevada, to reimburse out of bond proceeds the cost of a project (Union Park, formerly known as the 61-Acres) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

58. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)

60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

61. Approval of Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

62. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

63. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)

64. Approval to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

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

66. Report on the City of Las Vegas' participation in the e-government internet portal project - All Wards

ADMINISTRATIVE - DISCUSSION

67. Discussion and possible action to ratify Scott Adams as Director of the Office of Business Development ($133,000 - General Fund)

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Andrea M. Robertson, 3028 Vegas Drive, Las Vegas, Nevada 89119

69. Discussion and possible action on Appeal of Work Card Denial: Tamara Lynn Carrera, 555 E. Silverado Ranch, Apt. #1062, Las Vegas, Nevada 89123

70. Discussion and possible action on Appeal of Work Card Denial: Don L. Hampton, 893, W. Balzar, Las Vegas, Nevada 89106

71. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Tina P. Morton, 305 Bonanza Way, Las Vegas, NV 89101

72. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Keith L. Brooks, 825 Camden Lane Court, North Las Vegas, Nevada 89030

73. Discussion and possible action on Appeal of Work Card Denial: Held in Abeyance from May 5, 2004. Caren Lynn Lopez, 4421 W. Washington Avenue, Las Vegas, NV 89107

74. Hearing, 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

75. Discussion and possible action regarding Change of Ownership and Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: Mario's Northtown Market, Incorporated, dba Mario's Westside Market, Samuel G. Johnson, Jr., Dir, Pres, and Carol A. Johnson, Dir, Secy, Treas, 100% jointly as husband and wife, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard, Maruilio Berlanga, Jr., Mmbr, 50%, William R. O'Connor, Mmbr, 50% - Ward 5 (Weekly)

76. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Russell E. Coelho, dba Ohana Martial Arts Academy, 4838 West Lone Mountain Road, Russell E. Coelho, 100% - Ward 6 (Mack)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

77. Discussion and possible action to establish policies and procedures to address properties that are declared an imminent hazard - All Wards

PLANNING AND DEVELOPMENT DEPARTMENT - DISCUSSION

78. Discussion and possible action to rescind a previous approval of a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue, Ward 1 (Moncrief)

79. Discussion and possible action on a request by Thomas and Mack Co. for a Water Feature Exemption on property located at 2300 W. Sahara Avenue - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - DISCUSSION

80. Discussion and possible action on a request to install speed humps on Monroe Avenue between Lamb Boulevard and Marion Drive ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

81. Discussion and possible action on a request to install speed humps on Van Buren Avenue between Marion Drive and Nellis Boulevard ($13,000 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

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

83. ABEYANCE ITEM - CLARK COUNTY DISTRICT BOARD OF HEALTH – Sherry Colquitt, Term Expiration 5-15-2004

84. Discussion and possible action on the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2005

REAL ESTATE COMMITTEE - DISCUSSION

85. Discussion and possible action regarding an Agreement to Negotiate Exclusively with CityMark Development, LLC, regarding negotiation of a Disposition and Development Agreement for the site located at 3rd Street and Bonneville Avenue totaling approximately 2.38 acres and owned by Office District Parking I, Inc., APN 139-34-311-095 to –102 and –105 to -110 (receipt of $50,000 deposit) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

<u>BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING</u>

86. Bill No. 2004-30 – Requires merchants to make certain disclosures in connection with the sale of motorized scooters and motorized skateboards. Sponsored by: Councilman Michael Mack

87. Bill No. 2004-31 – Prohibits the breeding or training of animals for the purpose of using them in an animal fighting venture. Sponsored by: Councilman Michael Mack

88. Bill No. 2004-32 – Ordinance Creating Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

89. Bill No. 2004-33 – Levies Assessments for Special Improvement District No. 607 - Cliff's Edge. Sponsored By: Step Requirement

90. Bill No. 2004-34 – Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2005). Sponsored by: Step Requirement

91. Bill No. 2004-35 – Authorizing the issuance of Local Improvement Bonds, Series 2004 for the City of Las Vegas, Nevada Special Improvement District No. 607 Cliff's Edge not to exceed $51,185,000 - Ward 6 (Mack)

92. Bill No. 2004-36 – An ordinance amending Ordinance No. 5533 authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Parking Bonds (Additionally Secured by Pledged Revenues), Series 2002A, and providing other matters relating thereto - Ward 5 (Weekly)

93. Bill No. 2004-38 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004B, for Special Improvement Districts (SID) numbers 1474 and 1486 in an amount not to exceed $750,000 - Ward 6 (Mack)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

94. Bill No. 2004-39 – Bond Ordinance providing for the issuance by the City of Las Vegas of its Registered Local Improvement District Bonds Series 2004A, for Special Improvement District (SID) number 1481 in an amount not to exceed $2,800,000 - Ward 6 (Mack)

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.

95. Bill No. 2004-37 – Prohibits the sale of new vehicles (cars and trucks) on Sundays. Sponsored by: Councilman Michael Mack

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.

96. Bill No. 2004-40 – Annexation No. ANX-3978 – Property location: On the west side of Calverts Street, 810 feet south of Tropical Parkway; Petitioned by: Ronny Acevedo and Gilmar Acevedo; Acreage: 1.02 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack

97. Bill No. 2004-41 – Revises the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Proposed by: Douglas A. Selby, City Manager

98. Bill No. 2004-42 – Adopts development agreement with El Capitan Associates, LLC, regarding property located at the southwest corner of Durango Drive and Dorrell Lane. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

99. 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

100. Public hearing on proposed local improvement district for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) - Ward 6 (Mack)

101. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building /Demolition regarding 1401 Comstock Drive. PROPERTY OWNERS: WILLIS J. JR. & GLINDA BOWDEN - Ward 5 (Weekly)

102. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 4113 Sunrise Avenue. PROPERTY OWNER: WASHINGTON MUTUAL HOME LOANS, INC., C/O J. TOLENTINO – Ward 3 (Reese)

103. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 1813 Euclid Avenue. PROPERTY OWNERS: VERA L. LOVELADY - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

104.SITE DEVELOPMENT PLAN REVIEW - SD-0062-00 - APPLICANT: BAUGHMAN & TURNER, INC. – OWNER: RONALD AND LYNN FOGLIA - Request for a Site Development Plan Review and a Waiver of Landscaping Requirements FOR A 2,580 SQUARE FOOT OFFICE BUILDING on 0.21 aces located on the north side of Transverse Drive, approximately 160 feet west of Jones Boulevard (APN: 163-01-101-008), R-E (Residence Estates) Zone under Resolution of Intent to O (Office), Ward 1 (Moncrief). Staff recommends APPROVAL

105.DIRECTOR'S BUSINESS - DIR-4432 - OWNER: EL CAPITAN ASSOCIATES, LIMITED LIABILITY COMPANY, APPLICANT: BRENNER AND ASSOCIATES, INC. - Request for a Development Agreement for a condominium conversion for a 284-unit development including 10 retail units on 15.2 acres adjacent to the southwest corner of Durango Drive and Dorrell Lane (APN: 125-20-201-024), Ward 6 (Mack). Staff recommends APPROVAL

106.DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-3934 - APPLICANT/OWNER: HOWARD HUGHES CORPORATION - Discussion and possible action on A REVISED DEVELOPMENT STANDARDS MANUAL FOR SUMMERLIN, Wards 2 and 4 (vacant and Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

107.REVIEW OF CONDITION - PUBLIC HEARING - ROC-4194 - APPLICANT/OWNER: PLASTER DEVELOPMENT - Request for a Review of Condition NO. 5 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-3278), TO ALLOW A 5 TO 8 FOOT SETBACK TO GARAGE DOORS WHERE 18 FEET IS THE MINIMUM SETBACK REQUIRED FOR A 92-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 8.32 acres between Martin L. King Boulevard and Shadow Lane, approximately 1,250 feet north of Alta Drive (APN: 139-33-102-020), C-1 (Limited Commercial) Zone under Resolution of Intent to R-PD11 (Residential Planned Development - 11 Units Per Acre), Ward 5 (Weekly). Staff recommends DENIAL

108.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3898 - APPLICANT/OWNER: LUZ MARIA MEDRANO - Request for a Site Development Plan Review FOR A SEVEN UNIT MULTI FAMILY DEVELOPMENT AND WAIVERS OF THE 10 FOOT WIDE PERIMETER LANDSCAPE PLANTER on 0.29 acres at 1404 North 23rd Street (APN: 139-26-508-007), SC (Service Commercial), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

109.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4069 - APPLICANT: NOVAD CONSTRUCTION - OWNER: RCN PROPERTIES, LIMITED LIABILITY COMPANY & ZORITY QUAN, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO MEDICAL OFFICE BUILDINGS AND WAIVER OF LANDSCAPING REQUIREMENTS on 1.49 acres adjacent to the northeast corner of Smoke Ranch Road and Professional Court (APN: 138-15-410-049 and 050), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110.MASTER SIGN PLAN - PUBLIC HEARING - MSP-4062 – APPLICANT/OWNER: SANTA FE STATION, INC. - Request for amendments to Master Sign Plans MSP-0008-01 and MSP-2881 FOR SIGNS ON THE MOVIE THEATRE ADDITION TO AN EXISTING HOTEL AND CASINO at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111.VACATION - PUBLIC HEARING - VAC-4011 - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Request for a Petition to vacate U. S. Government Patent Reservations generally located north of Elkhorn Road, west of Campbell Road, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

112.VACATION - PUBLIC HEARING - VAC-4012 - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LIMITED LIABILITY COMPANY - Request for a Petition to vacate a public sewer and drainage easement generally located west of Decatur Boulevard, north of Tropical Parkway, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

113.VACATION - PUBLIC HEARING - VAC-4041 - APPLICANT/OWNER: RICHMOND AMERICAN HOMES - Request for a Petition to vacate a Bureau of Land Management Right-of-Way Grant generally located east of Cliff Shadows Parkway, south of Gowan Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

114.VARIANCE - PUBLIC HEARING - VAR-3902 - APPLICANT/OWNER: RICHARD AND JILL BURNS - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 25 FOOT FRONT SETBACKS WHERE 30 FEET IS THE MINIMUM SETBACK REQUIRED AND TO ALLOW 25 FOOT REAR SETBACKS WHERE 35 FEET IS THE MINIMUM SETBACK REQUIRED on 9.46 acres on the northwest corner of Maggie Avenue and Coke Street (APN: 125-09-501-002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommend DENIAL

115.ABEYANCE ITEM - REQUIRED SIX MONTH REVIEW - PUBLIC HEARING - RQR-3930 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Required Six Month Review of an approved Special Use Permit (U-0106-02) WHICH ALLOWED A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/ DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

116.ABEYANCE ITEM - REVIEW OF CONDITION RELATED TO RQR-3930 - PUBLIC HEARING - ROC-4121 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LIMITED LIABILITY COMPANY - Request for a Review of Conditions FOR AN APPROVED SPECIAL USE PERMIT (U-0106-02), TO REMOVE CONDITION NOS. 1 THROUGH 4 FOR A LIQUOR ESTABLISHMENT (OFF-PREMISES CONSUMPTION) IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE/DELICATESSEN at 228 Las Vegas Boulevard North (APN: 139-34-511-001, 002 and 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL

117.REQUIRED ONE YEAR REVIEW - PUBLIC HEARING - RQR-4021 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: JEANNE LEVY FAMILY TRUST - Appeal filed by the applicant from the Denial by Planning Commission of a required One Year Review of an approved Special Use Permit (U-0107-90) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2921 West Sahara Avenue (APN: 162-08-501-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1 vote) and staff recommend DENIAL

118.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

119.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3972 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: RITA QUAM FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL

120.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3986 - APPLICANT: MUSTAFA KAVRUKLAR - OWNER: RITA QUAM FAMILY TRUST - Request for a Special Use Permit and a Waiver from the 400-foot distance separation requirement from an existing church FOR A SUPPER CLUB located at 6750 West Sahara Avenue (APN: 163-02-415-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

121.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3653 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT, OFF-PREMISE CONSUMPTION in conjunction with a proposed 39,960 square-foot Grocery Store adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-801-001), 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

122.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3653 - PUBLIC HEARING - SDR-3651 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the foundation landscaping buffer FOR A PROPOSED 87,790 SQUARE-FOOT RETAIL CENTER on 11.73 acres adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-201-001), 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

123.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4046 - APPLICANT: GARY AND GINA SHANKS - OWNERS: MACK SMITH, JR. AND BOOKER T. BURNEY - Request for a Special Use Permit FOR OPEN AIR VENDING at 1000 North Martin L King Boulevard (APN: 139-28-604-006), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

124.ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-3708 - APPLICANT/OWNER: EMERALD CREST HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: R-3 (Medium Density Residential) on 0.29 acres adjacent to the northeast corner of Torrey Pines Drive and Garwood Avenue (APN: 138-35-517-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

125.REZONING - PUBLIC HEARING - ZON-4013 - APPLICANT/OWNER: CLIFFS EDGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 2.5 acres located adjacent to the northeast corner of Bath Drive and Michelli Crest Way (APN: 126-24-701-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

126.REZONING - PUBLIC HEARING - ZON-4014 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

127.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4014 - PUBLIC HEARING - SDR-4015 - APPLICANT: AHERN RENTALS - OWNER: NEVADA DEPARTMENT OF TRANSPORTATION - Request for a Site Development Plan Review FOR A PROPOSED AUTO PAINT & BODY REPAIR SHOP AND A WAIVER OF LANDSCAPE STANDARDS on 1.7 acres at 1915 West Bonanza Road (APN: 139-28-401-024), C-2 (General Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 5 (Weekly). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

128.REZONING - PUBLIC HEARING - ZON-4059 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) and R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4059 - PUBLIC HEARING - SDR-4107 - APPLICANT/OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Site Development Plan Review FOR A CHURCH on 2.69 acres at 220 North 14th Street (APN: 139-35-212-022, 053 and 054, 139-35-310-057,058, 059, 060, 067, 068, 069, 071 and 072), R-3 (Medium Density Residential) and R-4 (High Density Residential) Zones [PROPOSED: C-V (Civic)], Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

130. REZONING - PUBLIC HEARING - ZON-4066 – APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL - RESTRICTED) on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

131. SPECIAL USE PERMIT RELATED TO ZON-4066 - PUBLIC HEARING - SUP-4128 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR PRIVATE STREETS on 2.93 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

132. VACATION RELATED TO ZON-4066 AND SUP-4128 - PUBLIC HEARING - VAC-4068 - APPLICANT/OWNER: TREASURE LAND DEVELOPMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Petition to vacate the south 10 feet of Washburn Road between Maverick Street and Bronco Lane, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

133. REZONING - PUBLIC HEARING - ZON-4082 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL), P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

134. VARIANCE RELATED TO ZON-4082 - PUBLIC HEARING - VAR-4251 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW BUILDING HEIGHTS TO EXCEED THE RESIDENTIAL ADJACENCY STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

135. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4082 AND VAR-4251 - PUBLIC HEARING - SDR-4086 - APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR TWO OFFICE BUILDINGS WITH ATTACHED PARKING GARAGES AND TWO RESTAURANT BUILDINGS WITHIN AN EXISTING OFFICE COMPLEX AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS on 15.33 acres adjacent to the northeast corner of Sahara Avenue and Rancho Drive (APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)],Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

136. SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251 AND SDR-4086 - PUBLIC HEARING - SUP-4089 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

137. SPECIAL USE PERMIT RELATED TO ZON-4082, VAR-4251, SDR-4086 AND SUP-4089 - PUBLIC HEARING - SUP-4090 – APPLICANT/OWNER: SAHARA RANCHO OFFICE CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR adjacent to the northeast corner of Sahara Avenue and Rancho Drive (a portion of APN: 162-04-401-007), R-3 (Medium Density Residential), P-R (Professional Office and Parking), and C-1 (Limited Commercial) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

138. REZONING - PUBLIC HEARING - ZON-4083 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

139. VARIANCE RELATED TO ZON-4083 - PUBLIC HEARING - VAR-4190 - APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 4 PARKING SPACES WHERE 5 PARKING SPACES ARE REQUIRED FOR A PROPOSED OFFICE on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommend APPROVAL

140. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4083 AND VAR-4190 - PUBLIC HEARING - SDR-4085 – APPLICANT/OWNER: ARG JONES II, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A HOME/OFFICE CONVERSION AND FOR WAIVER OF LANDSCAPING REQUIREMENTS on 0.17 acres at 304 South Jones Boulevard (APN: 138-36-210-001), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

141. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4044 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request to amend a portion of Map 10 of the Centennial Hills Sector Plan TO REALIGN POWERLINE CORRIDORS WITHIN THE CLIFF'S EDGE MASTER PLAN AREA, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

142. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4042 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 3.88 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

143. REZONING RELATED TO GPA-4042 - PUBLIC HEARING - ZON-4043 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: O (OFFICE) on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

144. SPECIAL USE PERMIT RELATED TO GPA-4042 AND ZON-4043 - PUBLIC HEARING - SUP-4045 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH TO BE LOCATED ON PROPERTY ADJACENT TO A RESIDENTIAL USE on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue and Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

145. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4042, ZON-4043 AND SUP-4045 - PUBLIC HEARING - SDR-4060 - APPLICANT: NEVADA STATE BANK - OWNER: SIDNEY & PAULA FRY FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE THROUGH AND FOR A WAIVER OF THE PARKING LOT LANDSCAPING REQUIREMENTS on 3.00 acres adjacent to the northwest corner of Cheyenne Avenue an Fort Apache Road (APN: 138-07-801-011), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: O (Office)], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

146.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4063 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request to amend the Town Center Land Use Plan of the Centennial Hills Sector Plan FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), Ward 6 (Mack). The Planning Commission (4-1-1 vote on a motion for approval) failed to obtain a supermajority vote which is tantamount to denial and staff recommend DENIAL

147.SPECIAL USE PERMIT RELATED TO GPA-4063 - PUBLIC HEARING - SUP-4065 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Special Use Permit FOR A GATED COMMUNITY WITH PRIVATE STREETS adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

148.SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4063 AND SUP-4065 - PUBLIC HEARING - SDR-4064 - APPLICANT: PULTE HOMES - OWNER: LAURA SOMMER - Request for a Site Development Plan Review FOR A 316 UNIT CONDOMINIUM DEVELOPMENT on 20.73 acres adjacent to the east side of Sky Pointe Drive, approximately 1,100 feet north of Cimarron Road (APN: 125-21-202-002 and 003), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

149.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4078 – APPLICANT/OWNER: QUALITY HOMES - Request to amend the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

150.REZONING RELATED TO GPA-4078 - PUBLIC HEARING - ZON-4080 – APPLICANT/OWNER: QUALITY HOMES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: O (OFFICE) on 2.87 acres adjacent to the southeast corner of Rainbow Boulevard and Buckskin Avenue (APN: 138-11-401-001), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

151.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4110 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

152.REZONING RELATED TO GPA-4110 - PUBLIC HEARING - ZON-4111 – APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-CL (SINGLE FAMILY COMPACT-LOT) under Resolution of Intent to O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

153.SPECIAL USE PERMIT RELATED TO GPA-4110 AND ZON-4111 - PUBLIC HEARING - SUP-4113 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

154.SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4110, ZON-4111 AND SUP-4113 - PUBLIC HEARING - SDR-4112 - APPLICANT/OWNER: CHEYENNE MINI-STORAGE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A MINI-WAREHOUSE AND RECREATIONAL VEHICLE AND BOAT STORAGE on 1.33 acres adjacent to the northwest corner of Cheyenne Avenue and Grand Canyon Drive (APN: 138-07-401-013), R-CL (Single Family Compact-Lot) under Resolution of Intent to O (Office) [PROPOSED: C-1 (Limited Commercial)], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

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

ADDENDUM

CITIZENS PARTICIPATION

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

****

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

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

City of Las Vegas

Agenda Item No. 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 - Ward 2 (Vacant)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Water District inspected the water distribution facilities located at 7701 West Washington Avenue, which are to be owned, operated and maintained by the Water District. The inspection determined that said facilities have been installed in accordance with the Water District standards and specifications. Therefore, the water facilities constructed for the City of Las Vegas have been accepted by the Water District as being satisfactorily completed on 4/9/2004 and the City now turns over the property to the Water District.

RECOMMENDATION:
The 5/17/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:
1. Bill of Sale
2. LVVWD 4/16/2004 Letter
3. Site Map

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

NOTE: COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him, COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

CITY COUNCIL MEETING OF MAY 19, 2004
Consent – Public Works
Item 58 – Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services located at 7701 West Washington Avenue known as Fire Station #44 – Ward 2 (Vacant)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

1-1522

BILL OF SALE

Fire Station No. 44 - 107623

FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated August 7, 2003, identified as No. 107623 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this 19 day of May, 2004.

ATTEST:

BARBARA JO RONEMUS
City Clerk

CITY OF LAS VEGAS

OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

Robert S. Sylvain 4-28-04
City Attorney

Las Vegas Valley Water District

PATRICIA MULROY
GENERAL MANAGER

THOMAS A. MINWEGEN, P.E.
DEPUTY GENERAL MANAGER
ENGINEERING/OPERATIONS

RICHARD J. WIMMER
DEPUTY GENERAL MANAGER
ADMINISTRATION

CHARLES K. HAUSER
GENERAL COUNSEL

2004 APR 21 P 3:45

April 16, 2004

RECEIVED
LV FIRE & RESCUE

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Attention: David L. Washington, Fire Chief

SUBJECT: CLV – FIRE STATION NO. 44, (PROJ. #25517, CON 107623)

The Las Vegas Valley Water District (DISTRICT) has performed an inspection of water distribution facilities installed in conjunction with the subject project, which are to be owned, operated and maintained by the DISTRICT. Such an inspection determined that said facilities have been installed in accordance with DISTRICT Standards and Specifications.

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at CLV – Fire Station No. 44, as shown on DISTRICT approved water plan XC 7472, are accepted by the DISTRICT as being satisfactorily completed on April 9, 2004.

In accordance with the conditions of Agreement No. CON 107623, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of April 9, 2004, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

Per the Districts' Service Rules, Section 8.6, be advised that you as the developer are responsible for all water used through the new services installed as a part of this project. At this time, the District recommends you insure that the proper action is taken on all the accounts associated with this project. For additional information you may contact our Customer Service Department at 870-4194.

1001 S. Valley View Blvd. • Las Vegas, Nevada 89153 • (702) 870-2011
Visit our website at www.lvvwd.com

April 16, 2004
CLV – Fire Station No. 44

Attached is the Bill of Sale for the subject water facilities, which must be executed by the DEVELOPER. **After the attached Bill of Sale has been properly signed and notarized, please return to the DISTRICT's Development Services Division. Any questions should be directed to Development Services at 258-3865.**

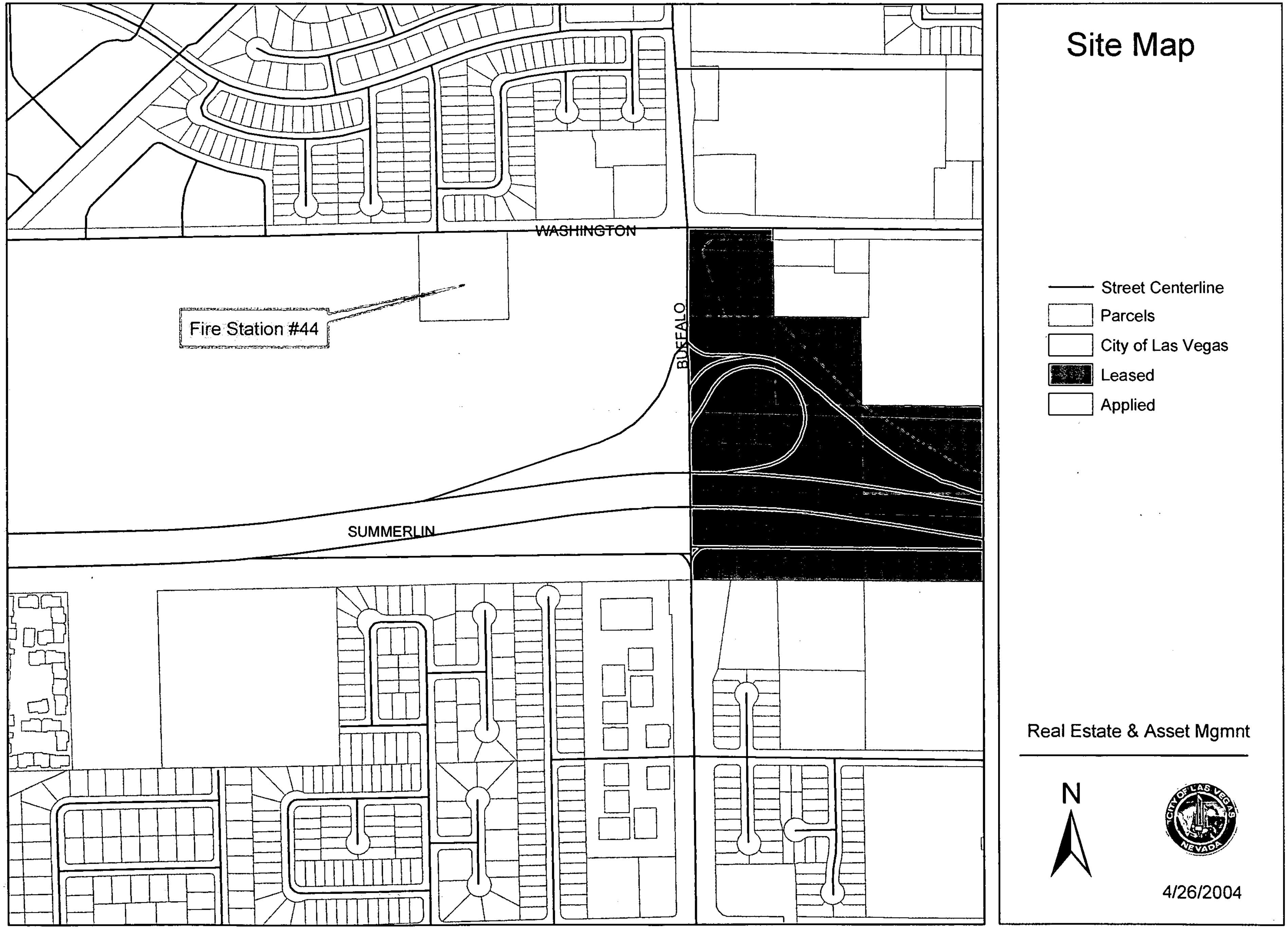
David [illegible] FOR S

Stan Hicks, Supervisor
Inspection Division

:vlc
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
JA Vay & Sons (w/o attachment)

y:CLVFire44.4fi



F/Depot/Eng int/Real Estate/Arcview 8/Christy/Fire Station 44

City of Las Vegas

Agenda Item No. 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 138-28-301-005 to service Fire Station #44 - Ward 2 (Vacant)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Fire Station #44 is located near Washington/Buffalo Park. Plans for Fire Station #44 have been signed off, but Fire Services has requested an additional fire loop and detector. In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:
The 5/17/2004 Real Estate Committee and staff recommend the item be stricken

BACKUP DOCUMENTATION:
Easement and Rights-of-Way

MOTION:
REESE – Motion to bring forward and STRIKE Items 59 and 68 and Hold in ABEYANCE Items 64, 69, 70, and 85 to 6/2/2004 – UNANIMOUS with Ward 2 seat vacant

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him, COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

MINUTES:
There was no discussion.

(9:47 – 9:48)
1-1443

A.P.N. 138-28-301-005

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

---

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and City of Las Vegas, a Municipal Corporation of the State of Nevada, Party of the Second Part, hereinafter known as the **GRANTEE.**

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of an Easement with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council Item #____
A.P.N. 138-28-301-005

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of ________________________, 2004.

____
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 5/4/04
DEPUTY CITY ATTORNEY DATE

...

...

Date of Council
A.P.N. 138-28-301-005

Item #____

STATE of Nevada)
) ss.
COUNTY of Clark)

On ______________________, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

____
Notary Public

____
Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

A.P.N.: 138-28-301-005
GRANTOR: USA

STANTEC CONSULTING INC.
7251 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89117

81200186
lgl_fh_esmnt.doc
APRIL 20, 2004

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
WILLIAM G. STOUT
EXPIRES 06-30-04
No. 14420

4/23/04

EXPLANATION

THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF WASHINGTON AVENUE AND EAST OF DURANGO DRIVE FOR THE PURPOSE OF A WATER EASEMENT.

LAND DESCRIPTION

A PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4), MARKED BY A BRASS CAP STAMPED "PLS 8866"; THENCE SOUTH 89°00'14" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), COINCIDENT WITH THE CENTERLINE OF WASHINGTON AVENUE (40 FEET WIDE HALF STREET), 252.14 FEET; THENCE SOUTH 00°59'46" EAST DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 40.00 FEET TO THE **POINT OF BEGINNING**;

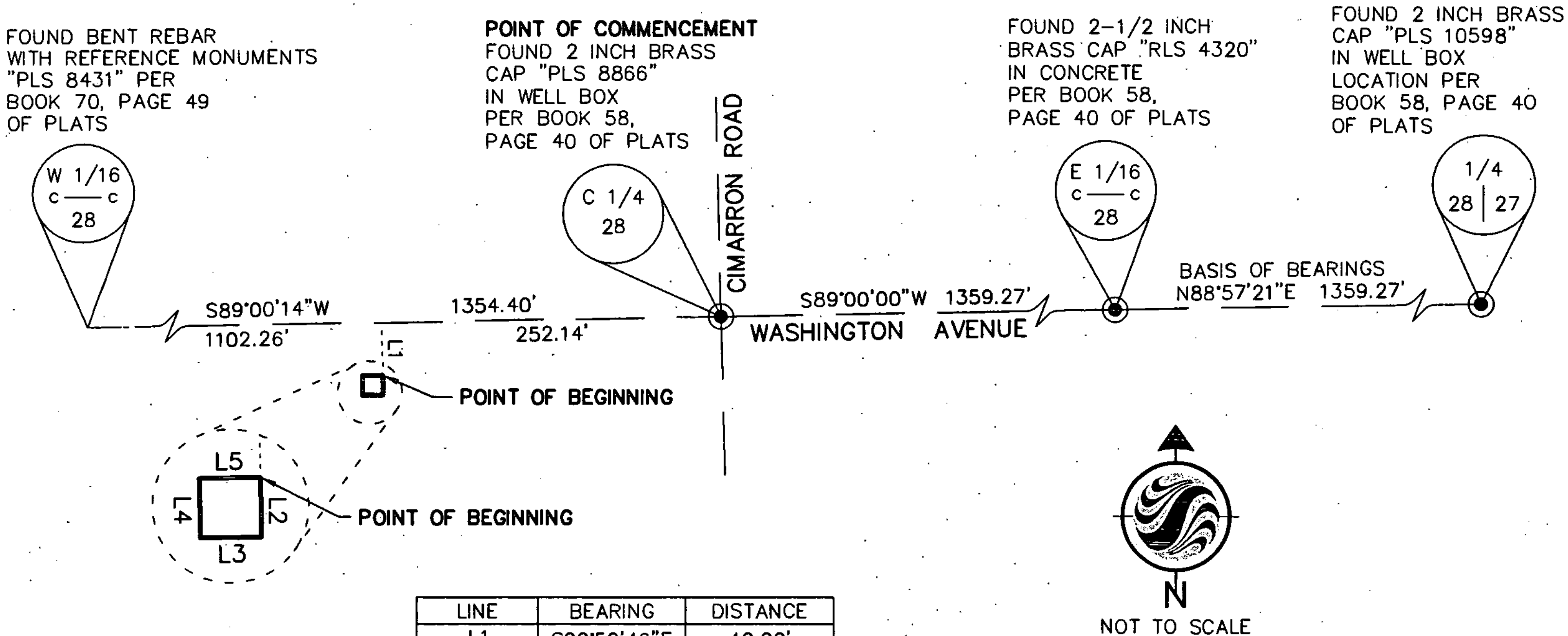
THENCE CONTINUING SOUTH 00°59'46" EAST, 15.00 FEET; THENCE SOUTH 89°00'14" WEST, 15.00 FEET; THENCE NORTH 00°59'46" WEST, 15.00 FEET; THENCE NORTH 89°00'14" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 225 SQUARE FEET.

BASIS OF BEARINGS

NORTH 88°57'21" EAST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 83 OF SURVEYS AT PAGE 19.

END OF DESCRIPTION.



LINE	BEARING	DISTANCE
L1	S00°59'46"E	40.00'
L2	S00°59'46"E	15.00'
L3	S89°00'14"W	15.00'
L4	N00°59'46"W	15.00'
L5	N89°00'14"E	15.00'

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

Stantec Consulting Inc.
7251 W. Charleston Blvd.
Las Vegas NV U.S.A.
89117
Tel. 702.258.0115
Fax. 702.258.4956
www.stantec.com

Stantec

Parcel name: **FH-ESMNT**

```
   North: 9907.13                East : 7030.49
Line  Course: S 00-59-46 E  Length: 15.00
        North: 9892.13                East : 7030.75
Line  Course: S 89-00-14 W  Length: 15.00
        North: 9891.87                East : 7015.75
Line  Course: N 00-59-46 W  Length: 15.00
        North: 9906.87                East : 7015.49
Line  Course: N 89-00-14 E  Length: 15.00
        North: 9907.13                East : 7030.49

   Perimeter: 60.00   Area: 225. S.F. 0.00 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00                Course: S 90-00-00 E
  Error North: 0.000                East : 0.000
Precision  1: 60,000,000.00
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9606626

00002

AMENDED MAP OF
RECORD OF SURVEY

LOT 1, OF ROCK SPRINGS VISTA COMMERCIAL
BOOK 62 OF PLATS, PAGE 32 .
SITUATED IN THE SE 1/4, OF THE NE 1/4, OF SEC.28,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

LEGEND

- ● MONUMENT FOUND AS SHOWN
- • SET 5/8" REBAR & ALUM CAP PLS 6009
- 3 LOT NUMBER
- BLOCK NUMBER

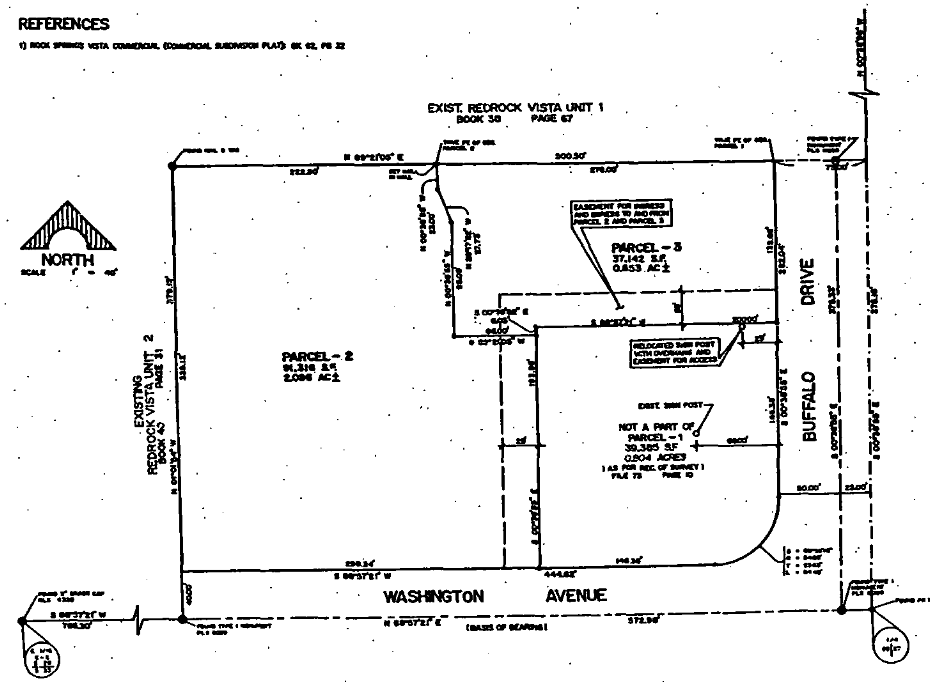
NOTES

1) PURSUANT TO N.R.S. 278.371 ALL REAR LOT CORNERS SHALL BE SET WITH A NAIL AND BRASS TAG PLS 6421 ON BLOCK WALLS AND ALL FRONT OR SIDE LOT CORNERS ADJOINING RIGHT-OF-WAY SHALL BE MARKED BY THE SANDCUTTING OF THE BACK OF CURBS OR THE PROLONGATION OF THE PROPERTY LINES.

2) ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDERS CUMULATIVE MAP INDEX NRS 278.0065.

REFERENCES

1) ROCK SPRINGS VISTA COMMERCIAL (COMMERCIAL SUBDIVISION PLAT): BK 62, PG 32



SURVEYORS CERTIFICATE

I, ROBERT A. WASLEY, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, AS AGENT FOR DeLUNA, INC., CERTIFY THAT:

1. THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROCK SPRINGS DEVELOPMENT.
2. THE LANDS SURVEYED LIE WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON
3. THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED.
4. THE MONUMENTS DEPICTED ON THE MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ROBERT A. WASLEY, P.L.S.
NEVADA CERTIFICATE NO. 6009

6/25/96

LEGAL DESCRIPTIONS

PARCEL 2

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP KNOWN AS ROCK SPRINGS VISTA COMMERCIAL (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 62 OF PLATS, AT PAGE 32, SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4), ALSO BEING ON THE CENTERLINE OF BUFFALO DRIVE; THENCE NORTH 00°38'35" WEST ALONG THE CENTERLINE OF SAID BUFFALO DRIVE 273.16 FEET; THENCE SOUTH 89°21'05" WEST DEPARTING SAID CENTERLINE 73.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF SAID BUFFALO DRIVE; THENCE CONTINUING SOUTH 89°21'05" WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, 278.00 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 00°38'55" EAST DEPARTING SAID NORTHERLY LINE 23.00 FEET; THENCE SOUTH 28°17'52" EAST, 27.73 FEET; THENCE SOUTH 00°38'55" EAST, 95.09 FEET; THENCE NORTH 89°21'05" EAST, 66.00 FEET; THENCE SOUTH 00°38'16" EAST, 183.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHERLY RIGHT OF WAY LINE OF WASHINGTON AVENUE; THENCE SOUTH 89°57'21" WEST ALONG SAID RIGHT OF WAY LINE AND SAID SOUTH LINE LOT 1 290.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0°01'34" WEST ALONG THE WESTERLY LINE OF SAID LOT 1, 330.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°21'05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, 222.90 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.096 ACRES (91,316 S.F.).

PARCEL 3

THAT PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN MAP KNOWN AS ROCK SPRINGS VISTA COMMERCIAL (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 62 OF PLATS, AT PAGE 32, SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4), ALSO BEING ON THE CENTERLINE OF BUFFALO DRIVE; THENCE NORTH 00°38'35" WEST ALONG THE CENTERLINE OF SAID BUFFALO DRIVE 273.16 FEET; THENCE SOUTH 89°21'05" WEST DEPARTING SAID CENTERLINE 73.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF SAID BUFFALO DRIVE, THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 00°38'35" EAST, 135.06 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 89°57'21" WEST DEPARTING SAID WESTERLY RIGHT OF WAY LINE 200.00 FEET; THENCE SOUTH 00°38'35" EAST 6.05 FEET; THENCE SOUTH 89°21'05" WEST 66.00 FEET; THENCE NORTH 00°38'35" WEST, 95.09 FEET; THENCE NORTH 28°17'52" WEST, 27.73 FEET; THENCE NORTH 00°38'55" WEST, 23.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 89°21'05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, 278.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.853 ACRES (37,142 S.F.).

BASIS OF BEARING

NORTH 89°57'21" EAST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY A MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER IN BOOK 62, OF PLATS, PAGE 32.

AMENDED MAP OF RECORD OF SURVEY FOR ROCK SPRINGS DEVELOPMENT LOT 1, OF ROCK SPRINGS VISTA COMMERCIAL BOOK 62 OF PLATS, PAGE 32 SITUATED IN THE SE 1/4, OF THE NE 1/4, OF SEC.28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.	NO. 00002 Filed AT THE REQUEST OF Nevada title Co. DATE 6-26-96 AT 8:01 AM FILE 83 PAGE 19 OF RECORD OF SURVEYS OFFICIAL RECORDS BOOK NO. 960626 JUDITH A. VANDEVER, RECORDER FEE 17.00 CPD DEPUTY
DeLUNA, INC. ENGINEERING • PLANNING • SURVEYING	

City of Las Vegas

Agenda Item No. 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 138-10-101-018 commonly known as Gowan Park - Ward 4 (Brown)

Fiscal Impact

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

PURPOSE/BACKGROUND:
In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:
The 5/17/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:
1. Easement and Rights-of-Way
2. Submitted after final agenda - revised Exhibit A - Legal Description

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

1-1522

A.P.N. 138-10-101-018

ABOVE SPACE FOR RECORDER'S USE ONLY

EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

CITY OF LAS VEGAS

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

A.P.N. 138-10-101-018
GRANTOR: CITY OF LAS VEGAS

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of ______________________, 20______.

CITY OF LAS VEGAS ______________________ ______________________

______________________ ______________________

STATE of ______________________)
) ss.
COUNTY of ______________________)

On ______________________, 20_____, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared ______________________ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal. ______________________
Notary Public

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL

____
Notary Stamp/Seal Above

APPROVED AS TO FORM:
Robert S. Sylvain 4-13-04
Date

APN 138-10-101-018
GRANTOR: CITY OF LAS VEGAS
P08042-0040
APRIL 1, 2004
BY: DHJ
P.R. BY: KAK

EXHIBIT "A"

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY, **GRANTED BY CITY OF LAS VEGAS** FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LEGAL DESCRIPTION
LAS VEGAS VALLEY WATER DISTRICT EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 10 AND SECTION 3, SAID TOWNSHIP, SAME BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND TENAYA WAY; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10, COINCIDENT WITH THE CENTERLINE OF SAID TENAYA WAY, 571.20 FEET; THENCE NORTH 90°00'00" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 48.15 FEET TO THE **POINT OF BEGINNING:**

THENCE SOUTH 00°00'00" WEST, ALONG A LINE RUNNING PARALLEL WITH SAID EAST LINE AND SAID CENTERLINE, 20.00 FEET; THENCE NORTH 90°00'00" WEST, ALONG A LINE PERPENDICULAR TO SAID EAST LINE AND SAID CENTERLINE, 10.00 FEET; THENCE NORTH 00°00'00" EAST, ALONG A LINE RUNNING PARALLEL WITH SAID EAST LINE AND SAID CENTERLINE, 20.00 FEET; THENCE SOUTH 90°00'00" EAST, ALONG A LINE PERPENDICULAR TO SAID EAST LINE AND SAID CENTERLINE, 10.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 200 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

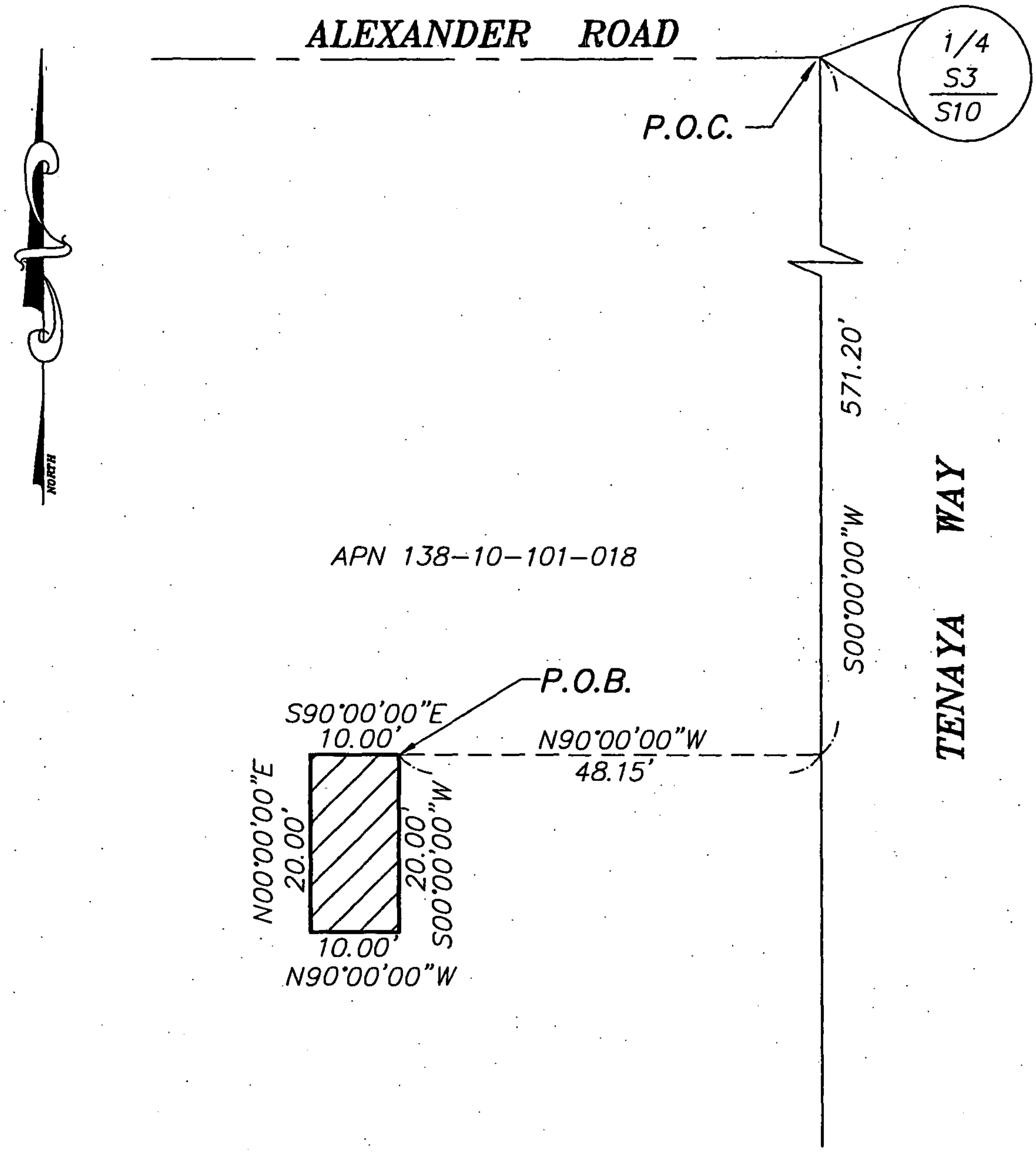
END OF DESCRIPTION
P:\P08042-0040\SURVEY\LEGALS\LVVWD-4-01-04.doc

PREPARED BY: **TETRA TECH, INC**
401 N. BUFFALO DRIVE, SUITE 100
LAS VEGAS, NV 89145 (702) 242-42

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
DENNIS H. JENSEN
Exp: 6-30-05
No. 5859

4/01/04

EXHIBIT "A"



GRANTOR: CITY OF LAS VEGAS

4/01/04	NOT TO SCALE	"EXHIBIT TO ACCOMPANY"
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200		LEGAL DESCRIPTION SHEET 3 OF 3 P:\P08042\0040\SURVEY\LEGALS\LVVWD-4-01-04

APN 138-10-101-018
GRANTOR: CITY OF LAS VEGAS
P08042-0040
MAY 11, 2004
BY: DHJ
P.R. BY: BGS

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
DENNIS H. JENSEN
Exp: 6-30-05
No. 5859
5/11/04

EXHIBIT "A"

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY, **GRANTED BY CITY OF LAS VEGAS** FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LEGAL DESCRIPTION
LAS VEGAS VALLEY WATER DISTRICT EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SECTION 10 AND SECTION 3, SAID TOWNSHIP, SAME BEING THE CENTERLINE INTERSECTION OF ALEXANDER ROAD AND TENAYA WAY; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10, COINCIDENT WITH THE CENTERLINE OF SAID TENAYA WAY, 498.20 FEET; THENCE NORTH 90°00'00" WEST, DEPARTING SAID EAST LINE AND SAID CENTERLINE, 48.87 FEET TO THE **POINT OF BEGINNING**:

THENCE SOUTH 00°15'36" EAST, 20.00 FEET; THENCE SOUTH 89°44'27" WEST, 15.00 FEET; THENCE NORTH 00°15'36" WEST, 20.00 FEET; THENCE NORTH 89°44'24" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 300 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

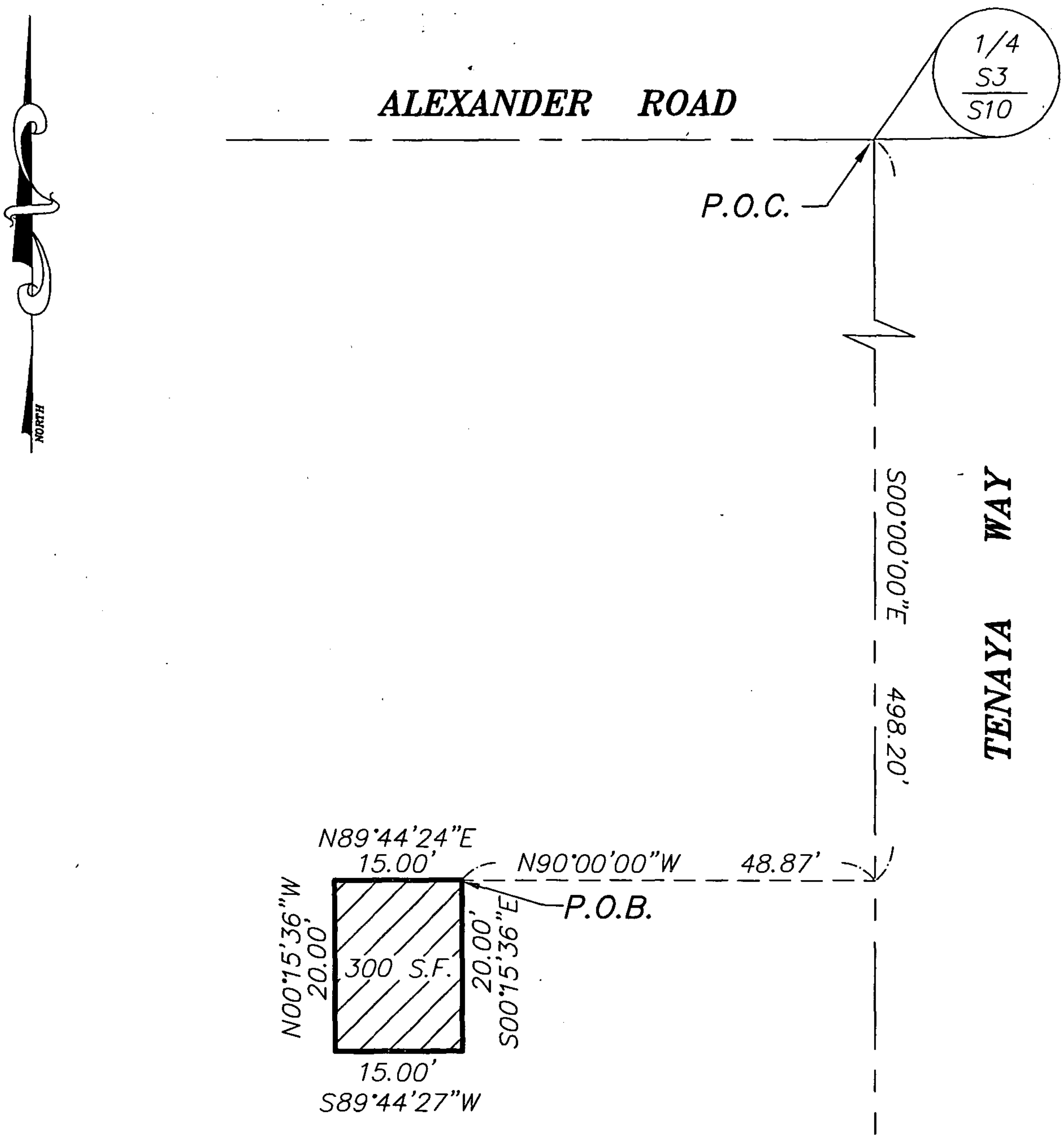
Submitted after final agenda
Date 5/17/04 Item #60

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION
P:\Land\P08042\0040\SURVEY\LEGALS\LVVWD-2.doc

PREPARED BY: **TETRA TECH, INC**
401 N. BUFFALO DRIVE, SUITE 100
LAS VEGAS, NV 89145 (702) 242-42

EXHIBIT "A"



GRANTOR: CITY OF LAS VEGAS

P: \08042\0040\SURVEY\LEGALS\LVVWD-2		
DATE: 5/11/04	"EXHIBIT TO ACCOMPANY	
SCALE: 1"=20'	LEGAL DESCRIPTION"	
TETRA TECH, INC. INFRASTRUCTURE SOUTHWEST GROUP 401 N. Buffalo Dr. Suite 100, Las Vegas, Nevada 89128 (702) 242-4200		SHEET 3 OF 4

```
------------------------------------------------------------------------

Parcel name: LVVWD-2

   North: 6773.5567            East : 11268.8675
Line  Course: N 00-15-36 W  Length: 20.00
        North: 6793.5565              East : 11268.7767
Line  Course: S 89-44-24 W  Length: 15.00
        North: 6793.4884              East : 11253.7768
Line  Course: S 00-15-36 E  Length: 20.00
        North: 6773.4887              East : 11253.8676
Line  Course: N 89-44-24 E  Length: 15.00
        North: 6773.5567              East : 11268.8675

   Perimeter: 70.00   Area: 300 S.F. 0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000                Course: S 90-00-00 E
  Error North: 0.00000                 East : 0.00000
Precision  1: 70,000,000.00
```

NOTES

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

AVERAGE QA VALUE 45

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

MAP LEGEND

PARCEL BOUNDARY	001 PARCEL NUMBER
SUBD BOUNDARY	1.00 ACREAGE
ROAD EASEMENT	202 PARCEL SUB/SEQ NUMBER
PM/LO BOUNDARY	PB 25-45 PLAT RECORDING NUMBER
NON-PARCEL LOT LINE	5 BLOCK NUMBER
MATCH LINE / LEADER LINE	5 LOT NUMBER
001 ROAD ID NUMBER	GL5 GOV. LOT NUMBER

BOOK T20S R60E

SEC. 10

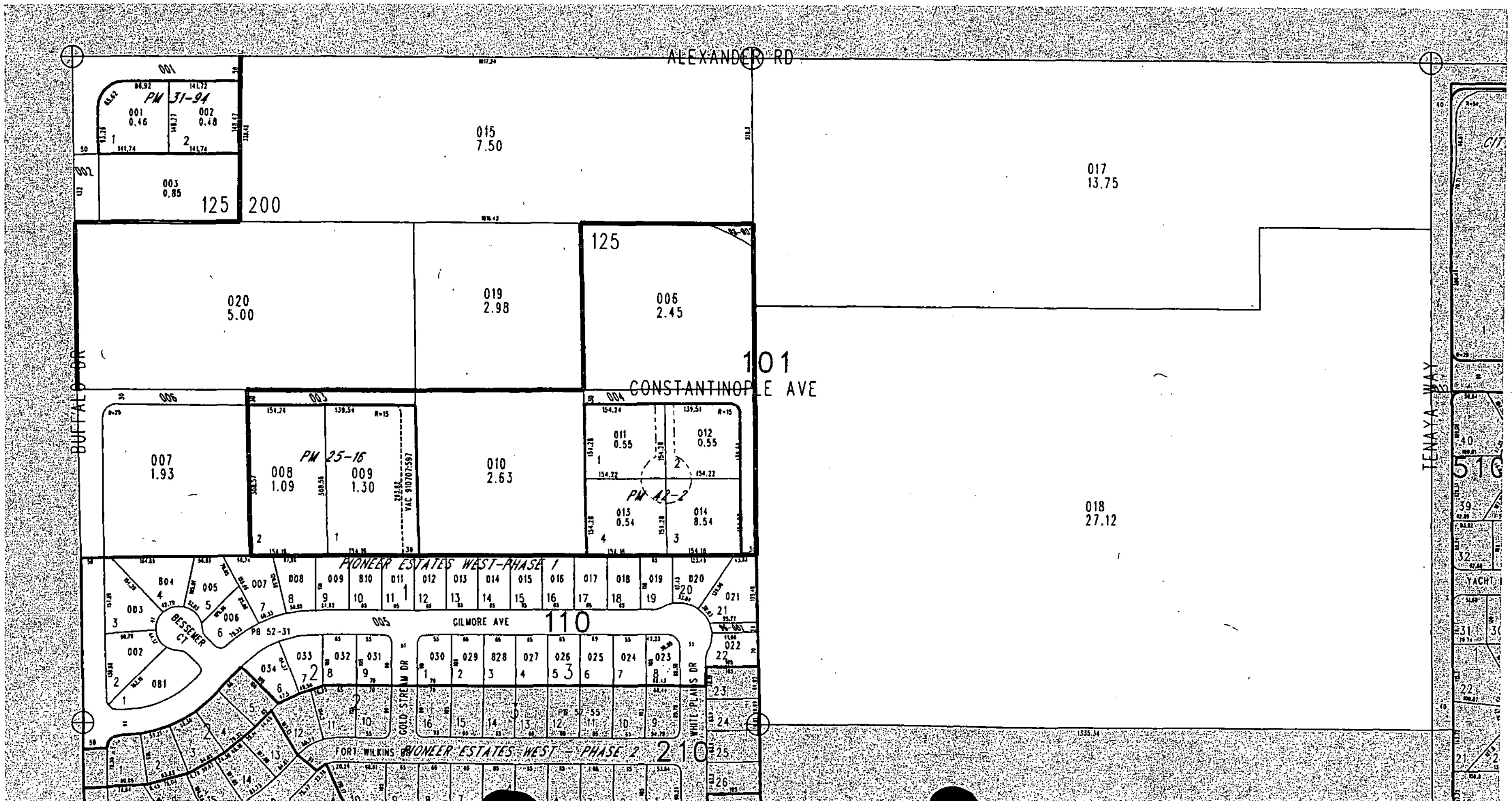
MAP N 2 NW 4

138-10-1

	R59E	R60E	R61E
T19S	126	125	124
T20S	137	138	139
T21S	164	163	162

Scale:1"=200'

Rev:05/16/01



TAX DIST 125,200

City of Las Vegas

Agenda Item No. 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Interlocal Agreement #110025 between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
A necessary part of this project is the installation of water service. Before Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed.

RECOMMENDATION:
The 5/17/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:
Interlocal Agreement #110025

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

1-1522

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS FIRE STATION NO. 8

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the re-development of real property located on the west side of Mojave Road, north of Harris Avenue, further described as Clark County Assessor's Parcel Number(s) 139-25-303-014, and has submitted plans for the development of a fire station, and is desirous of receiving additional potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a fire station and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a fire station, located on the west side of Mojave Road, north of Harris Avenue. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CITY OF LAS VEGAS – FIRE STATION NO. 8
Master Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

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

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 19 day of May, 2004.

APPROVED AS TO FORM:

Thomas R. Green 4-28-04

City Attorney – DEPUTY

ATTEST:

BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: ____________________

OSCAR B. GOODMAN, Mayor

ATTEST:

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: ____________________

MYRNA WILLIAMS, President
Board of Directors

APPROVED:

CHARLES K. HAUSER, General Counsel

City of Las Vegas

Agenda Item No. 62

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-701-002 for future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:
The 5/17/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:
Easement and Rights-of-Way

MOTION:
REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

1-1522

A.P.N. 139-25-701-002

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE.**

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of a Waterline Easement – Non-Exclusive Utility Easement with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council Item #____
A.P.N. 139-25-701-002

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of ______________________, 2004.

____
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4-28-04
DEPUTY CITY ATTORNEY DATE

...

...

Date of Council
A.P.N. 139-25-701-002

Item #____

STATE of Nevada)
) ss.
COUNTY of Clark)

On ______________________, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

____
Notary Public

____
Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

APN: **139-25-701-002**
GRANTOR: **CITY OF LAS VEGAS**

EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE EASEMENT-EAST SIDE MOJAVE ROAD

PURPOSE:

TO DESCRIBE AN EASEMENT GRANTED TO THE LAS VEGAS VALLEY WATER DISTRICT FOR A WATERLINE GENERALLY LOCATED ON THE EASTERLY SIDE OF MOJAVE ROAD AND NORTH OF HARRIS AVE.

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 WEST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF MOJAVE ROAD AND HARRIS AVENUE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°37'01" FOR AN ARC LENGTH OF 377.29 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 142.12 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 50.00 FEET TO **THE POINT OF BEGINNING**; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 46.57 FEET; THENCE SOUTH 44°20'38" EAST, A DISTANCE OF 20.42 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 50.68 FEET TO **THE POINT OF BEGINNING**.

CONTAINS 972 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

APN: 139-25-701-002
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"
LEGAL DESCRIPTION
WATERLINE EASEMENT-EAST SIDE MOJAVE ROAD
(PAGE 2)

(CONTINUATION FROM PREVIOUS PAGE)

BASIS OF BEARING:

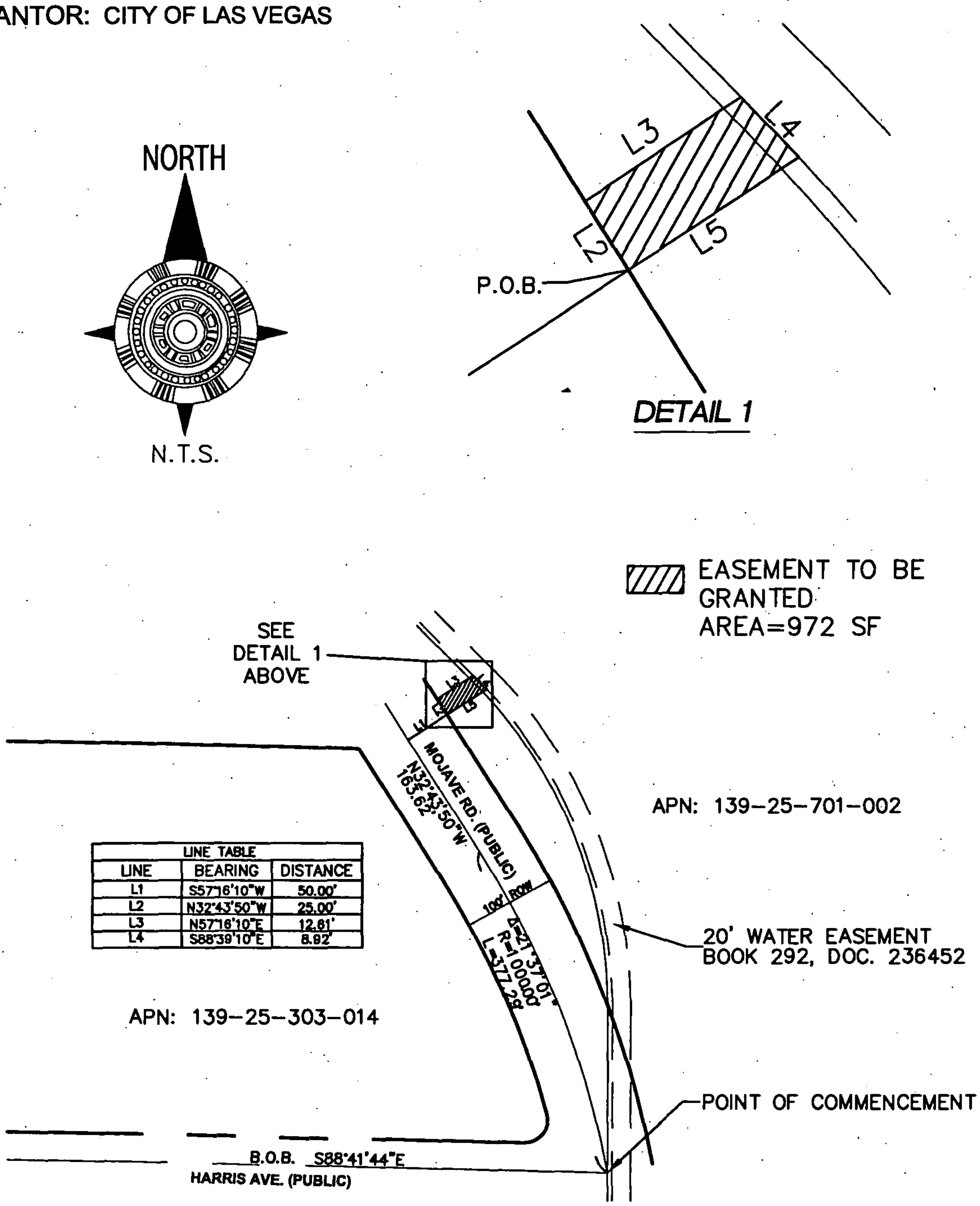
SOUTH 88°41'44" EAST, BEING THE CENTERLINE OF HARRIS AVENUE IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN, FILE 99, PAGE 16 OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NV.

PREPARED BY:
AZTEC ENGINEERING, INC.
CHAD W. HUBER, PLS. NO. 15935
3320 N. BUFFALO DRIVE
SUITE 106
LAS VEGAS, NV 89129

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
CHAD W. HUBER
Exp: 6/30/05
No. 15935

4/14/04

APN: 139-25-701-002
GRANTOR: CITY OF LAS VEGAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S57°16'10"W	50.00'
L2	N32°43'50"W	25.00'
L3	N57°16'10"E	12.61'
L4	S88°39'10"E	8.92'

Exhibit No: B

AZTEC

Project: FIRE STATION 8 WATER LINE EASEMENT MOJAVE RD.

Project No: AZ03157 Date: 04/13/04

City of Las Vegas

Agenda Item No. 63

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service APN 139-25-303-014 for future Fire Station #8 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

The 5/17/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Easement and Rights of Way Agreement
2. Site map

MOTION:

REESE – APPROVED Items 3-58 and 60-63 – UNANIMOUS with Ward 2 seat vacant

Item 59: **STRICKEN under separate action** (see individual item)
Item 64: **ABEYANCE to 6/2/2004 under separate action** (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken or held in abeyance and joins with the recommendation of staff that the City Council approve each item.

(9:49 – 9:51)

A.P.N. 139-25-303-014

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE.**

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of a Water Facilities Easement – Non-Exclusive Utility Easement with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT “A” ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council | Item #____
A.P.N. 139-25-303-014

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of ____________________, 2004.

____
OSCAR B. GOODMAN, MAYOR

ATTEST:

____
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4-28-04
DEPUTY CITY ATTORNEY DATE

...

...

Date of Council

A.P.N. 139-25-303-014

Item #____

STATE of Nevada)
) ss.
COUNTY of Clark)

On ______________________, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

____
Notary Public

____
Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"
LEGAL DESCRIPTION
WATER FACILITIES EASEMENT-WEST SIDE MOJAVE ROAD

PURPOSE:

TO DESCRIBE AN EASEMENT GRANTED TO THE LAS VEGAS VALLEY WATER DISTRICT FOR A WATERLINE GENERALLY LOCATED ON THE WESTERLY SIDE OF MOJAVE ROAD AND NORTH OF HARRIS AVE.

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 WEST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTIONS OF MOJAVE ROAD AND HARRIS AVENUE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°37'01" FOR AN ARC LENGTH OF 377.29 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 163.62 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 50.00 FEET TO **THE POINT OF BEGINNING**; THENCE SOUTH 32°43'50" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 57°16'10" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 32°43'50" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 57°16'10" EAST, A DISTANCE OF 12.61 FEET; THENCE SOUTH 88°39'10" EAST, A DISTANCE OF 8.92 FEET TO **THE POINT OF BEGINNING**.

CONTAINS 482 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS

EXHIBIT "A"
LEGAL DESCRIPTION
WATER FACILITIES EASEMENT-WEST SIDE MOJAVE ROAD
(PAGE 2)

(CONTINUATION FROM PREVIOUS PAGE)

BASIS OF BEARING:

SOUTH 88°41'44" EAST, BEING THE CENTERLINE OF HARRIS AVENUE IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN IN, FILE 99, PAGE 16 OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NV.

PREPARED BY:
AZTEC ENGINEERING, INC.
CHAD W. HUBER, PLS. NO. 15935
3320 N. BUFFALO DRIVE
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LAS VEGAS, NV 89129

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
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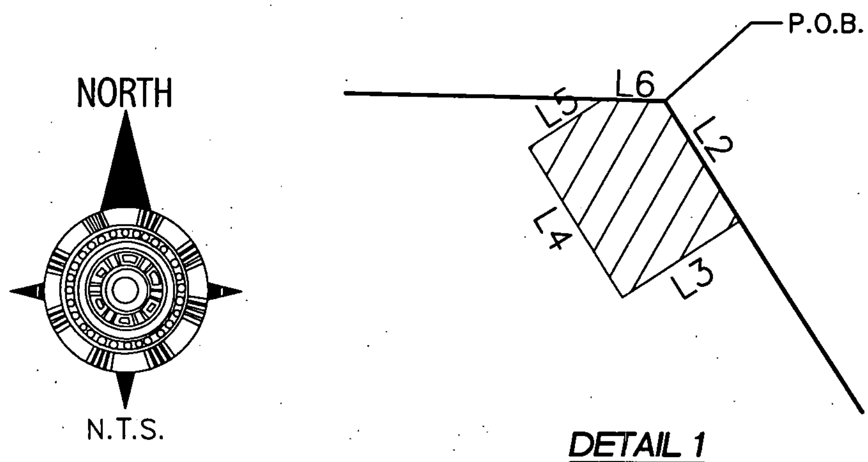
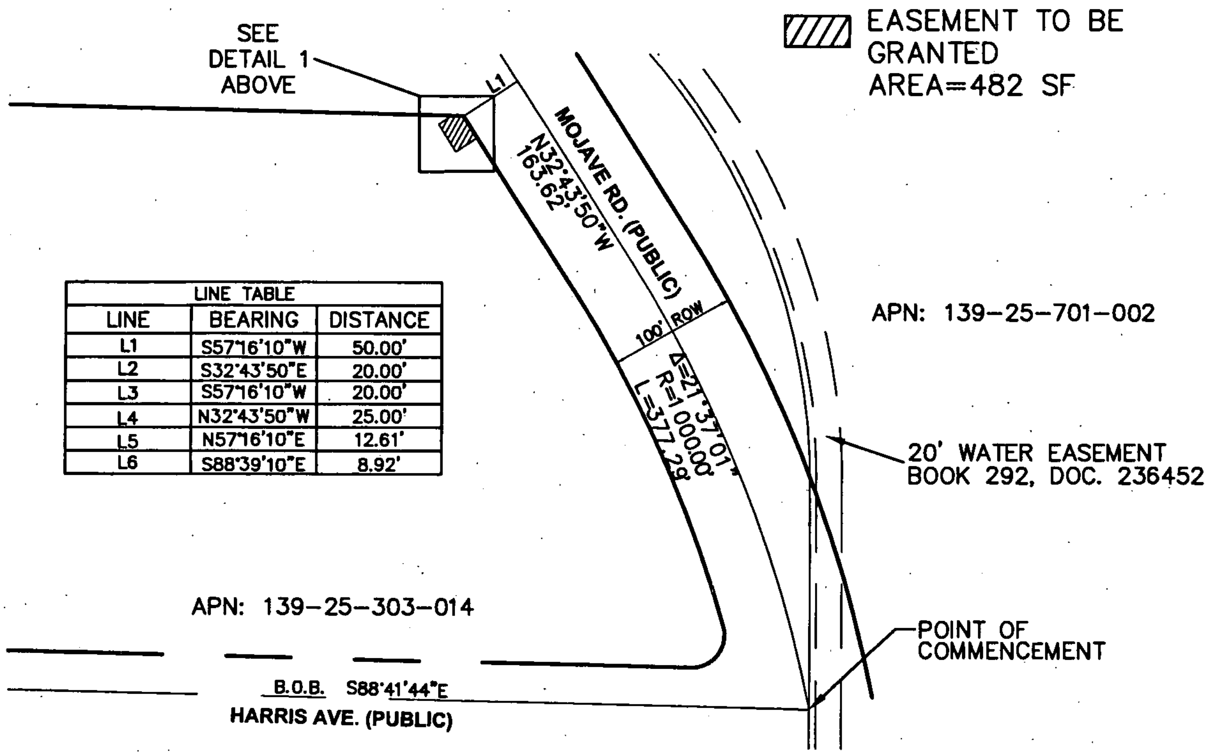
No. 15935

4/14/04

APN: 139-25-303-014
GRANTOR: CITY OF LAS VEGAS





LINE TABLE

LINE	BEARING	DISTANCE
L1	S57°16'10"W	50.00'
L2	S32°43'50"E	20.00'
L3	S57°16'10"W	20.00'
L4	N32°43'50"W	25.00'
L5	N57°16'10"E	12.61'
L6	S88°39'10"E	8.92'

Exhibit No: B

AZTEC

Project: FIRE STATION 8 WATER EASEMENT

Project No: AZ03157 Date: 04/13/04

City of Las Vegas

Agenda Item No. 64

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 19, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval to negotiate purchase and/or initiate condemnation of APNs 139-34-512-002 and -003 located at 321 and 329 North Las Vegas Boulevard, APN 139-34-512-015 located at 512 East Mesquite Avenue and APNs 139-34-512-016 and -017 located at 409 North 6th Street and 405 North 6th Street for right-of-way and City Hall Expansion purposes - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The City is currently in design work for expansion of the City Hall Expansion. The City will need to acquire these properties for this purpose.

RECOMMENDATION:

The 5/17/2004 Real Estate Committee and staff recommend this item be abeyed to the 6/1/2004 Real Estate Committee meeting

BACKUP DOCUMENTATION:

Site map

MOTION:

REESE – Motion to bring forward and STRIKE Items 59 and 68 and Hold in ABEYANCE Items 64, 69, 70, and 85 to 6/2/2004 – UNANIMOUS with Ward 2 seat vacant

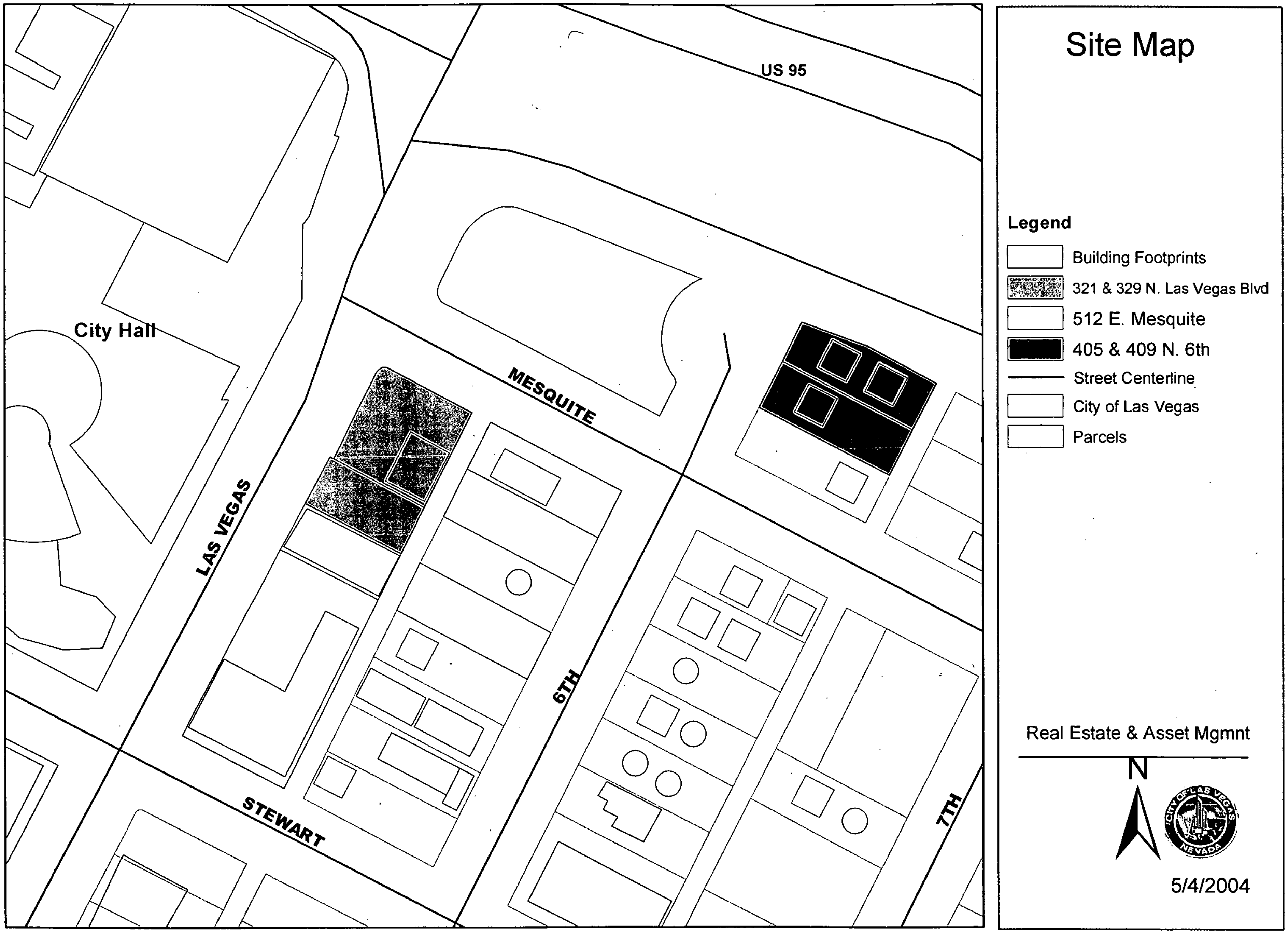
NOTE: Under Item 3, COUNCILMAN MACK disclosed that the property involved in Item 13 is in proximity to a building his brother, STEVEN MACK, owns, and he also owns a SuperPawn shop, for which he does consulting, near the locations involved in Items 58 and 59. Moreover, the properties involved in Items 39 and 64 are close to the Lady Luck Hotel/Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-related gaming license. Since his relatives had not mentioned these items to him, COUNCILMAN MACK did not believe their business or interests would be impacted; therefore, he felt comfortable in voting on the aforementioned items.

MINUTES:

There was no discussion.

(9:47 – 9:48)

1-1443



64

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