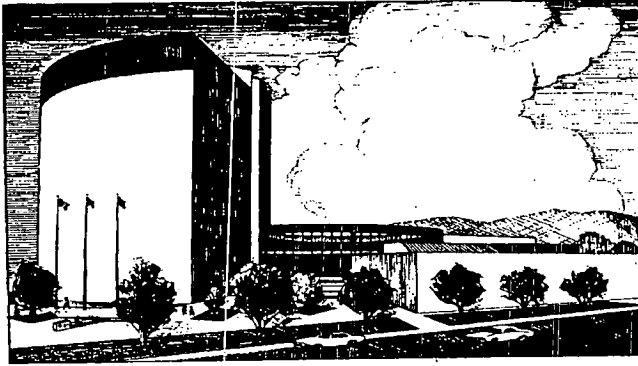




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

JULY 7, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILWOMAN JANET MONCRIEF
(Excused from AM session)

COUNCILMAN STEVE WOLFSON
(Seated after being sworn into office)

PRESENT

ABSENT

EXCUSED



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



APPROVED BY REFERENCE: October 6, 2004

ATTEST:

CITY CLERK

MAYOR

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 **30th** day of **June, 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 **7th day of July, 2004**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Paula Clark

SIGNATURE

City Clerk

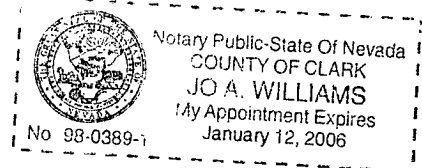
DEPARTMENT

Subscribed and sworn to before me this

30th day of JUNE, 2004

[Signature]

NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

JULY 7, 2004

TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 2

CONSENT		DISCUSSION	
Administrative Services	Pg 2	Administrative	Pg 7
Business Development	Pg 2	City Attorney	Pg 7
Detention & Enforcement Department	Pg 2	Finance & Business Services	Pg 8
Finance & Business Services	Pg 2 – 4	Leisure Services Department	Pg 8
Fire and Rescue	Pg 4	Neighborhood Services Department	Pg 8
Human Resources Department	Pg 4	Boards & Commissions	Pg 8 – 9
Municipal Court	Pg 4	Recommending Committee Reports	Pg 9
Public Works Department	Pg 4 – 6	<i>(Bills eligible for adoption at this meeting)</i>	
Resolutions	Pg 6 – 7	Recommending Committee Reports	Pg 9
Real Estate Committee	Pg 7	<i>(Bills eligible for adoption at a later meeting)</i>	
		New Bills	Pg 9

AFTERNOON

Afternoon Session	Pg 10
Hearings	Pg 10
Planning & Development	Pg 10 – 21
Addendum <i>(Item heard by Department)</i>	Pg 21
Citizens Participation	Pg 21



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.

JULY 7, 2004

**Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.**

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

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

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

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND MARY BREDLAU – PALM MORTUARY
- PLEDGE OF ALLEGIANCE
- OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIAL – Councilman, Ward 2
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF FLASH FLOOD AWARENESS MONTH
- RECOGNITION OF SPEEDWAY CHILDREN'S CHARITIES
- RECOGNITION OF NATIONAL PARKS AND RECREATION 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 May 5, 2004

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

3. Approval of an extension to the Amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center (\$72,316 - General Fund)

BUSINESS DEVELOPMENT - CONSENT

4. Approval of the renewal of the Interlocal Contract between the City of Las Vegas and Clark County for the period 7/1/2004 - 6/30/2005 to provide Yucca Mountain monitoring funds to the City of Las Vegas in the amount of \$40,000 - All Wards

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

5. Approval to accept grant funds in the amount of \$55,835 from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP), as reimbursement of monies used to house Immigration and Customs Enforcement (ICE) inmates

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

6. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
7. Approval to transfer \$111,000 in funding from the Fort Apache/Elkhorn Park project to the Patriot Park Lighted Tennis Court project (Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)
8. Approval of the City of Las Vegas Debt Management Policy and Indebtedness Report as of June 30, 2004
9. Approval of a Special Event License for Miguel Garcia, Location: East Las Vegas Community Center, 250 North Eastern Avenue, Date: July 17, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Raul T. Basave - Ward 3 (Reese)
10. Approval of a Special Event License for Dinos Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: August 6, 2004 and September 14, 2004, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Shaista Yusof, dba 7-Eleven Food Store #20379D, 2416 Stewart Avenue, Shaista Yusof, Franchise Mgr - Ward 3 (Reese)
12. Approval of a Slot Operator Space Lease Location Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Westronics, db at Mario's Westside Market, 1960 Martin L. King Boulevard - Ward 5 (Weekly)
13. Approval of Change of Location for a Slot Route Operator License, Sunset Coin, Inc., dba Sunset Coin, Inc., From: 740 South Decatur Boulevard, To: 5085 West Sahara Avenue, Suite 132, Bruce Becker, Dir, Pres, Ernest Becker, IV, Dir, VP, Barry Becker, Dir, Secy, Ernest Becker, III, Dir, Treas, Becker Gaming, Inc., 100% - County
14. Approval of a new Locksmith License, Marvin Rosen, dba Lo-Kost Lock & Key, 2525 Bottle Palm Court, Marvin Rosen, 100% - Ward 5 (Weekly)
15. Approval of Change of Location for a Massage Establishment License subject to the provisions of the planning codes, Scott Zelensky, dba Pro Active Health Therapeutic Services, From: 7135 West Ann Road, Suite 110, To: 7473 West Lake Mead Boulevard, Suite 100, #119, Scott D. Zelensky, 100% - Ward 4 (Brown)
16. Approval of award of Bid No. 040149-TG, Annual Requirements Contract for Video Detection Systems - Department of Public Works - Award recommended to: PHOENIX HIGHWAY PRODUCTS, INC. (Estimated annual amount of \$1,200,000 - General Fund)
17. Approval of issuance of a purchase order for seventeen (17) 2004 CNG Bi-Fueled Pick-up Trucks - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$369,157 - Automotive Operations Internal Service Fund)
18. Approval of revision to purchase order 220558 for an annual requirements contract for AC Pavement Reconstruction - Department Field Operations - Award to: SOUTHERN NEVADA PAVING, INC. (\$300,000 - Public Works Capital Projects Fund) - All Wards
19. Approval of award of Bid No. 04.15341.08-LED, Patriot Park Tennis Court Addition and Park Signage, 4050 Thom Blvd., and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$211,023 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)
20. Approval of revision to purchase order 220562 for an annual requirements contract for Slurry Seal - Department of Field Operations - Award to: INTERMOUNTAIN SLURRY SEAL, INC. (\$200,000 - Public Works Capital Projects Fund) - All Wards
21. Approval of Modification No. 1 to Contract No. 040120, Consulting Services Contract Northwest Regional Open Space Plan - Department of Planning and Development - Award to: GREENWAYS, INC. (\$144,920 - Parks and Leisure Activities Capital Projects Fund)
22. Approval of award of Bid No. 040339-DAR, 72" Front Flail Deck Riding Mower - Department of Field Operations - Award recommended to: RHINO'S TURF EQUIPMENT (\$72,600 - Automotive Operations Internal Service Fund)
23. Approval of rejection of bid and award of Bid No. 040330-DAR, Scrubber/Sweeper with Trailer - Department of Field Operations - Award recommended to: H & E EQUIPMENT (\$46,493.75 - Automotive Operations Internal Service Fund)
24. Approval of issuance of a purchase order for an annual requirements contract for MacIntosh Computers - Department of Information Technologies - Award recommended to: APPLE COMPUTER, INC. (Estimated annual amount of \$30,000 - Computer Services Internal Service Fund)
25. Approval of issuance of a purchase order for an annual requirements contract for an Automatic Location Identification Service - Department of Fire and Rescue - Award recommended to: SPRINT (Estimated annual amount of \$29,000 - Fire Communication Internal Service Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

26. Approval of award of Bid No. 040274-DAR, Demolition of City Hall Jail, 400 Stewart Ave. and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: C & W ENTERPRISES, INC. (\$28,000 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

FIRE AND RESCUE DEPARTMENT - CONSENT

27. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the pass-through of \$4,905 grant funding for hazardous material training equipment for firefighters - All Wards
28. Approval of an Interlocal Contract between the Department of Public Safety and Las Vegas Fire & Rescue to allow our Arson/Bomb Unit access to the Nevada Criminal Justice Information System - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

29. Approval of City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY2005 with Marsh USA, Inc. (\$251,019 - Self-insurance Liability Trust Fund)

MUNICIPAL COURT - CONSENT

30. Approval of annual purchase order for court appointed conflict of interest defense counsel representative services for Municipal Court (Annual aggregate amount of \$29,110 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

31. Approval of Eighth Supplemental Interlocal Contract LAS.09.L.98 - Freeway Channel System - Alta Drive to Sahara Avenue between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$450,000 reduction - Clark County Regional Flood Control District) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)
32. Approval of Fourth Supplemental Interlocal Contract LAS.17.D.04 for construction of the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$441,000 reduction - Clark County Regional Flood Control District) - Ward 5 (Weekly)
33. Approval of Fourth Supplemental Participation Contract LAS.16.B.99 - Rancho Road System/Centennial Parkway to Rancho Detention Basin (US 95 Channel) between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$600,000 reduction - Clark County Regional Flood Control District) - Ward 5 (Weekly)
34. Approval of First Supplemental Interlocal Contract LAS.09.T.04 - Freeway Channel, Charleston Lateral between the City of Las Vegas and the Clark County Regional Flood Control District to increase total project funding (\$420,000 - Clark County Regional Flood Control District) - Wards 1 and 2 (Moncrief and Vacant)
35. Approval of Second Supplemental Interlocal Contract LAS.10.T.02 for construction of Gowan North System Phase III (Alexander Road to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District to increase total project funding (\$1,571,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
36. Approval of Interlocal Contract #470 - Summerlin Parkway, I-215 to US-95 between the City of Las Vegas and the Regional Transportation Commission to design, purchase right-of-way, perform construction inspection and construct roadway improvements (\$13,200,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)
37. Approval of Fourth Supplemental Interlocal Contract LAS.16.C.99 - Rancho Road System, Centennial Parkway to Rancho Detention Basin between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

38. Approval of Interlocal Contract LLD.09.A.04 for Local Drainage Improvements in Bruce Street Storm Drain between the City of Las Vegas and the Clark County Regional Flood Control District (\$295,700 - Clark County Regional Flood Control District) - Ward 3 (Reese)
39. Approval of an Interlocal Contract for Local Drainage Improvements in Brush Street Storm Drain (LLD.12.A.04) between the City of Las Vegas and the Clark County Regional Flood Control District (\$187,500 - Clark County Regional Flood Control District) - Ward 1 (Moncrief)
40. Approval of a First Supplemental Interlocal Contract for Annual Maintenance Work Program for Fiscal Year 2003-2004 between the City of Las Vegas and the Clark County Regional Flood Control District (\$200,000 - Clark County Regional Flood Control District) - All Wards
41. Approval of an Interlocal Contract for Annual Maintenance Work Program for Fiscal Year 2004-2005 between the City of Las Vegas and the Clark County Regional Flood Control District (\$1,403,000 - Clark County Regional Flood Control District) - All Wards
42. Approval of First Supplemental Interlocal Contract #469a - Elkhorn Road Overpass at US-95 between the City of Las Vegas and the Regional Transportation Commission (\$260,000 - Regional Transportation Commission) - Ward 6 (Mack)
43. Approval of Interlocal Contract #472 - Arterial ITS Interconnect Conduit Project for Fiscal Year 2005 between the City of Las Vegas and the Regional Transportation Commission (\$963,000 - Regional Transportation Commission) - All Wards
44. Approval of Interlocal Contract #474 - Arterial Restoration and Preservation Projects for Fiscal Year 2005 between the City of Las Vegas and the Regional Transportation Commission (\$4,081,000 - Regional Transportation Commission) - All Wards
45. Approval of Interlocal Contract #475 - Martin L. King Boulevard/Palomino Lane to Carey Avenue between the City of Las Vegas and the Regional Transportation Commission (\$2,825,000 - Regional Transportation Commission) - Ward 5 (Weekly)
46. Approval of Interlocal Agreement #109362 with the Las Vegas Valley Water District for construction and funding of water facilities as part of the Durango Drive Improvement Project - Centennial Parkway to Tropical Parkway - Ward 6 (Mack)
47. Approval of a Non-Refundable Contribution in Aid of Construction Agreement with Nevada Power Company for utility relocation work on the Holmby Channel Drainage Improvement Project located in Holmby Avenue between Monte Cristo Way and Rainbow Boulevard (\$13,431 - City of Las Vegas Nominal Drainage Fund/\$13,431 Clark County Regional Flood Control District) - Ward 1 (Moncrief)
48. Approval of a Professional Services Agreement with Kleinfelder Inc. for Materials Testing and Inspection Services on the Anasazi Overpass at Summerlin Parkway Project (\$270,000 - Regional Transportation Commission) - Ward 2 (Vacant)
49. Approval of a Dedication from the City of Las Vegas for a portion of the Southwest Quarter of Section 25, Township 20 South, Range 60 East, Mount Diablo Meridian, for rights-of-way located on the north side of Silver Sky Drive approximately 630 feet west of Cimarron Road, APN 138-28-401-014 - Ward 2 (Vacant)
50. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage and streetscape amenity purposes on portions of land lying within the Southeast Quarter of Section 11, the East Half of Sections 14 and 23, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located along the west side of the Puli Road alignment between the Centennial Parkway alignment and the Grand Teton Drive alignment, and the south side of the Centennial Parkway alignment east of the Puli Road alignment, APNs 126-11-000-001, 126-14-000-001, 126-23-000-001, 126-25-201-001 and 126-26-000-001 - County

PUBLIC WORKS DEPARTMENT - CONSENT

51. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer, drainage and streetscape amenity purposes on portions of land lying within the Northeast Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, generally located south of the Lone Mountain Road alignment, east of the Barden Road alignment, APN 137-01-501-001 – County
52. Approval of a Relocation and Settlement Agreement with Viacom Outdoor, Inc. for relocating a billboard sign in conflict with the Elkhorn/US95 Overpass project (\$50,000 - Regional Transportation Commission) - Ward 6 (Mack)
53. Approval of Amendment No. 2 to Highway Agreement No. P285-99-010 with the Nevada Department of Transportation for the design, right-of-way acquisition, construction and construction management of the Elkhorn Road Grade Separation (Overpass) Project over US 95 (\$7,578,947.37 - Federal Highway Administration, Nevada Department of Transportation, and Surface Transportation Program Funds in the Regional Transportation Commission Transportation Improvement Program) - Ward 6 (Mack)
54. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Kimball Hill Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Bath Drive) - Ward 6 (Mack)
55. Approval of an Encroachment Request from EN Engineering on behalf of Wal-Mart Stores, Incorporated, owner (Lake Mead Boulevard west of Jones Boulevard) - Ward 6 (Mack)
56. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - David Alan Guerra and Kaori S. Guerra, owners (west of Tenaya Way, south of Haley Avenue, APN 125-22-203-007) - County (near Ward 6 - Mack)
57. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Thomas M. Champion and Kathleen Champion, owners (northeast corner of Pioneer Road and Elkhorn Road, APN 125-15-404-011) - County (near Ward 6 - Mack)
58. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Anthony H. Emin and Cathy Emin, owners (southeast corner of Red Coach Avenue and Campbell Road, APN 138-05-202-001) - County (near Ward 4 - Brown)
59. Approval of a First Amendment to a Professional Services Agreement with Lucchesi Galati Associates Architects, Inc. for additional design services for Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way (\$435,000 - 1999 Recreation Bonds and Deer Springs Park Phase II Fund Balance Carryover) - Ward 6 (Mack)
60. Approval of Amendment No. 2 to Consultant Agreement with HDR, Inc. to provide engineering and construction services to improve security, support operations and optimize the existing plant processes at the Water Pollution Control Facility (WPCF) (\$2,672,177 - Sanitation Fund) – County

RESOLUTIONS - CONSENT

61. R-111-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Third Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
62. R-112-2004 - Approval of a Resolution approving the Forty-Third Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
63. R-113-2004 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Second Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
64. R-114-2004 - Approval of a Resolution approving the Sixty-Second Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)

RESOLUTIONS - CONSENT

65. R-115-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1502 - Grand Montecito Parkway (Centennial Parkway to Elkhorn Road) (\$3,324,818.11 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)
66. R-116-2004 - Approval of a Resolution Making Provisional Order and Directing that Notice of Public Hearing thereon be given for Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights - Ward 6 (Mack)
67. R-117-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to Change the Speed Limit on Durango Drive between Tropical Parkway and Oso Blanca Road from 35 MPH to 45 MPH - Ward 6 (Mack)
68. R-118-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, and Schedule 25-IV, 45 MPH Speed Limits, to Change the Speed Limit on Alexander Road from 750 Feet West of Buffalo Drive to Buffalo Drive from 35 MPH to 45 MPH - Ward 4 (Brown)
69. R-119-2004 - Approval of a resolution authorizing reimbursement of prior expenditures from bond proceeds and calling a public hearing on the incurrence of medium-term obligations for a recreational project (Centennial Hills Park) not to exceed \$20,000,000 - Ward 6 (Mack)
70. R-120-2004 - Approval of a Resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 1481 El Capitan Way (Centennial Parkway to US 95) - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

71. Approval of a Memorandum of Understanding between the City of Las Vegas, Office District Parking I, Inc., and the Las Vegas Valley Water District regarding the donation of a historic railroad cottage currently located at 604 South Fourth Street (not to exceed \$35,000 - Industrial Development Special Revenue Fund) - Ward 1 (Moncrief)
72. Approval of a Communications Systems Right-of-Way Easement Deed between the City of Las Vegas and Central Telephone Company d/b/a Sprint located at 2901 Harris Avenue, APN 139-25-303-015 - Ward 3 (Reese)
73. Approval of an Easement and Rights-of-Way between the City of Las Vegas and Clark County Reclamation District for the purpose of a 20 foot public sewer easement located near the Las Vegas Wash, APN 161-15-702-001 - County (near Ward 3 - Reese)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

74. Discussion and possible action regarding a Memorandum of Understanding amongst the City of Las Vegas, City of Las Vegas Redevelopment Agency, J.A. Tiberti Construction Co., Inc. and Kittrell Garlock and Associates, Architects, AIA, Ltd. for the preparation of a Proposal to develop a Metro Building facility on the Courthouse Property, APN 139-34-210-047 - Ward 1 (Moncrief) (NOTE: This item is a related item to Redevelopment Agency Agenda Item #2)

CITY ATTORNEY - DISCUSSION

75. Discussion and possible action regarding the Professional Services Agreement with Frederick P. Kessler for redistricting (\$30,000 plus direct expenses - General Fund)
76. Discussion and possible action on Appeal of Work Card Denial: Carlos Rodriguez, 320 Kane Avenue, Las Vegas, Nevada 89110

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

77. ABEYANCE ITEM - Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
78. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, Nameer I. Kalandos, dba MIC Market, 5000 West Charleston Boulevard, Suite 7, Nameer I. Kalandos, 100% - Ward 1 (Moncrief)
79. Discussion and possible action regarding Temporary Approval of a new Banquet Facility License subject to the provisions of the fire codes and Health Dept. regulations, Ruben V. Gonzalez, DDS, Inc., dba La Hacienda, 1072 North Rancho Drive, Ruben V. Gonzalez, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
80. Discussion and possible action regarding Temporary Approval of a new Tavern-Limited License subject to the provisions of the planning and fire codes and Health Dept. regulations and Liquor Control conditions for a Tavern-Limited License, Take 1, Inc., dba Take 1, Inc., 707 Fremont Street, John V. Ardito, Dir, Secy, Treas, 95%, Gary Sax, Pres, 5% (NOTE: Item to be heard in the afternoon session in conjunction with Item #159 - SUP-4366) - Ward 5 (Weekly)
81. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, Mimis Cafe (a Nevada Corporation) dba Mimis Cafe, 6760 North Durango Drive, Thomas M. Simms, Dir, CEO, 16.17%, Russell W. Bendel, Dir, Pres, Edward T. Bartholomey, Dir, Treas, James C. Stiefel, Secy - Ward 6 (Mack)
82. Discussion and possible action regarding Temporary Approval of new Gift Shop Limited Licenses subject to the provisions of the planning and fire codes and Health Dept. regulations, The Marshall Retail Group, LLC, dba: The News Stand, 129 Fremont Street; The Gift Shop, 129 Fremont Street, Todd Marshall, CEO, Michael C. Wilkins, Pres, COO, Mmbr, 7.816%, Willie E. Woods, Jr. Secy, ICV Marshall Holding, Inc., Mmbr, 55.112%, Willie E. Woods, Jr., Dir, Pres, Treas, Tarrus L. Richardson, Dir, VP, Secy, The Todd Marshall Trust, Mmbr, 34.881%, Todd Marshall, Trustee - Ward 1 (Moncrief)
83. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Mark Fisher, dba Massage Pro, 7455 West Washington Avenue, Suite 205, Mark Fisher, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item #157 - SUP-4313) - Ward 2 (Vacant)

LEISURE SERVICES DEPARTMENT - DISCUSSION

84. Discussion and possible action on naming a park located at Whispering Sands and Bradley Road - Ward 6 (Mack)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

85. Discussion and possible action on the Neighborhood Partners Fund (NPF) Board recommendations to allocate \$75,000 for 18 neighborhood projects - All Wards
86. Report and possible action on the status of the EVOLVE employment services program funded by the Department of Labor and Southern Nevada Workforce Investment Board - All Wards

BOARDS & COMMISSIONS - DISCUSSION

87. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Mae Kipnis, Term Expiration 7-5-2004; Valerie P. Adair, Term Expiration 7-19-2004
88. AUDIT OVERSIGHT COMMITTEE - Councilman Larry Brown, Term Expiration 7-3-2004
89. CHILD CARE LICENSING BOARD - Steven J. Greco, Term Expiration 6-2005 (Resigned)

BOARDS & COMMISSIONS - DISCUSSION

90. PLANNING COMMISSION – Ric Truesdell, Term Expiration 6-2007 (Resigned)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

91. Bill No. 2004-44 – Annexation No. ANX-4129 – Property location: On the southwest corner of Bronco Street and Peak Drive; Petitioned by: SF Investments, LLC; Acreage: 2.35 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
92. Bill No. 2004-45 – Establishes restrictions on the use and possession of electronic stun devices. Sponsored by: Councilman Gary Reese
93. Bill No. 2004-46 – Increases the salaries of the Municipal Court judges. Sponsored by: Mayor Oscar B. Goodman (Annual amount \$71,063.73 – General Fund)

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.

94. Bill No. 2004-43 – Ordinance Creating Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) Sponsored by: Step Requirement

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.

95. Bill No. 2004-47 – Annexation No. ANX-4245 – Property location: On the south side of Grand Teton Drive, 660 feet east of Puli Drive; Petitioned by: Southwest Desert Equities, LLC; Acreage: 5.20 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack
96. Bill No. 2004-48 – Annexation No. ANX-4428 – Property location: On the north side of Log Cabin Way between Durango Drive and El Capitan Way; Petitioned by: William Miller, et al; Acreage: 5.79 acres; Zoned: R-A (County zoning), R-E and R-PD2 (City equivalents). Sponsored by: Councilman Michael Mack
97. Bill No. 2004-49 – Annexation No. ANX-4451 – Property location: On the southeast corner of Hualapai Way and Dorrell Lane; Petitioned by: Hualapai Nevada, LLC; Acreage: 5.39 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
98. Bill No. 2004-50 – Establishes standards and procedures, in accordance with State law, to ensure that adequate infrastructure and public facilities are available to serve the eventual development of undeveloped areas. Proposed by: Douglas Selby, City Manager
99. Bill No. Z-2004-3 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcel of land (nonresidential). Proposed by: Robert S. Genzer, Director of Planning and Development
100. Bill No. Z-2004-4 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcel of land (residential). Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

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

HEARINGS - DISCUSSION

102. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6012 Iron Kettle Street. PROPERTY OWNERS: BRIAN J. & JANECE PINEGAR FAM TR - Ward 6 (Mack)
103. Hearing to consider the appeal to the Nuisance Correction Notices filed by Walid Nesheiwat regarding the property located at 2850 E Charleston Boulevard. PROPERTY OWNER: MARGARET HASSELBALCH - Ward 3 (Reese)
104. Hearing to consider the appeal to the Ten Day Notice and Order to Abate Dangerous Building/Demolition filed by Marion D. Bennett regarding the property located at 709 Jackson Avenue. PROPERTY OWNER: MARION D. BENNETT - Ward 5 (Weekly)
105. Hearing to consider the appeal to the Notice and Order to Abate Dangerous Building/Demolition filed by Mattie Wormwood regarding the property located at 412 W Jefferson Avenue. PROPERTY OWNER: MATTIE WORMWOOD - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

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

106. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-4446 - APPLICANT/OWNER: SITE FOUR, LIMITED LIABILITY COMPANY - Request for a second Extension of Time of an approved Special Use Permit (U-0111-00) FOR A SUPPER CLUB on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN: 137-12-410-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
107. EXTENSION OF TIME RELATED TO EOT-4446 - SPECIAL USE PERMIT - EOT-4448 - APPLICANT/OWNER: SITE FOUR, LIMITED LIABILITY COMPANY - Request for a second Extension of Time of an approved Special Use Permit (U-0112-00) FOR A LIQUOR ESTABLISHMENT (FOR OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN: 137-12-410-002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

108. EXTENSION OF TIME RELATED TO EOT-4446 AND EOT-4448 - SPECIAL USE PERMIT - EOT-4449 - APPLICANT/OWNER: SITE FOUR, LIMITED LIABILITY COMPANY - Request for a second Extension of Time of an approved Special Use Permit (U-0113-00) FOR A TAVERN on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN: 137-12-410-002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL
109. EXTENSION OF TIME RELATED TO EOT-4446, EOT-4448 AND EOT-4449 - SITE DEVELOPMENT PLAN REVIEW- EOT-4578 - APPLICANT/OWNER: SITE FOUR, LIMITED LIABILITY COMPANY - Request for a second Extension of Time of an approved Site Development Plan Review [Z-0033-97(17) and Z-0024-99(6)] FOR A PROPOSED COMMERCIAL CENTER on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN: 137-12-410-001 and 002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

110. ABEYANCE ITEM - APPEAL OF DIRECTOR'S DECISION - DIR-4421 - APPLICANT/OWNER: BAR-K REALTY - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Special Use Permit for a proposed Off-Premise Advertising (Billboard) Sign at 2007 Paradise Road (APN: 162-03-413-005) for failure to comply with Title 19.14.100, Ward 3 (Reese). Staff recommends DENIAL
111. APPEAL OF DIRECTOR'S DECISION - DIR-4573 - APPLICANT: CONNELL OUTDOOR ADVERTISING COMPANY - OWNER: ALL-STAR AUTOMOTIVE - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Special Use Permit for a proposed Off-Premise Advertising (Billboard) Sign at 2027 West Bonanza Road (APN: 139-28-401-029) for failure to comply with Title 19.14.100, Ward 5 (Weekly). Staff recommends DENIAL
112. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4482 - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Request for a Review of Condition No. 7 of an approved Site Development Plan Review (SDR-2663) which required a "Type B" Intersection as specified by the Town Center Development Standards on property adjacent to the northwest corner of Elkhorn Road and Campbell Road (APN: 125-17-401-004), T-C (Town Center) Zone [M-TC (Medium Density Residential - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
113. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4312 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED PUBLIC PARK on 10.0 acres adjacent to the northeast corner of Tenaya Way and Summerlin Parkway (a portion of APN: 138-27-301-019), U (Undeveloped) Zone [ROW (Right-of-Way) General Plan Designation] under Resolution of Intent to C-V (Civic) Zone, Ward 2 (Vacant). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. VACATION - PUBLIC HEARING - VAC-4476 - APPLICANT: JERRY MICELI - OWNER: DELORES MOSELEY AND PRAISE TEMPLE CHURCH OF GOD IN CHRIST, ET AL - Petition to Vacate portions of Madison Avenue and C Street, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAC-4476 - PUBLIC HEARING - SDR-4362 - APPLICANTS/OWNERS: DELORES MOSELEY AND PRAISE TEMPLE CHURCH OF GOD IN CHRIST, ET AL - Request for a Site Development Plan Review, a Waiver of the Parking Lot Landscaping Standards, and a Reduction in the amount of required Perimeter Landscaping FOR A PROPOSED 4,080 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP 0.32 acres at 300 and 304 Madison Avenue (APN: 139-27-211-006 and 007), R-4 (High Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

116. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4372 - APPLICANTS/OWNERS: RONALD & CHRISTINE REYNOLDS AND MATTHEW CALLISTER - Request for a Site Development Plan Review and a Reduction in the amount of perimeter landscaping and buffering FOR A PROPOSED 40,000 SQUARE-FOOT PROFESSIONAL OFFICE BUILDING on 0.32 acres located at 823 South Las Vegas Boulevard (APN: 139-34-410-249 & 172), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
117. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4567 - APPLICANT: REDROCK ENGINEERING AND SURVEYING, INC. - OWNER: RAINBOW PROFESSIONAL OFFICE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a major amendment to an approved Site Development Plan Review (SDR-2590) FOR A WAIVER OF TITLE 19.08.045 TO ALLOW A 2.5-FOOT HIGH NON-DECORATIVE WALL ALONG THE NORTH PROPERTY LINE WHERE A MINIMUM SIX-FOOT HIGH DECORATIVE WALL ALONG ANY PROPERTY LINE BETWEEN COMMERCIAL DEVELOPMENT ABUTTING RESIDENTIAL DEVELOPMENT IS REQUIRED; AND FOR A WAIVER OF TITLE 19.12 PERIMETER LANDSCAPING REQUIREMENTS on 2.67 acres adjacent to the northeast corner of Cheyenne Avenue and Campbell Road (APN: 138-08-401-010), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking), Ward 4 (Brown). Staff recommends DENIAL
118. MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER DEVELOPMENT PLAN - PUBLIC HEARING - MOD-4311 - APPLICANT/OWNER: LAND INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: NEIGHBORHOOD COMMERCIAL TO: MEDIUM-LOW RESIDENTIAL on 4.12 acres adjacent to the northwest corner of Cheyenne Avenue and Hualapai Way (APN: 137-12-801-006), U (Undeveloped) Zone [PCD (Planned Community Development General Plan Designation)] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
119. MASTER SIGN PLAN - PUBLIC HEARING - MSP-4380 - APPLICANT: VISION SIGN, INC. - OWNER: D 2801 WESTWOOD, INC. - Request for a Master Sign Plan FOR AN APPROVED SEXUALLY-ORIENTED BUSINESS (TREASURES GENTLEMEN'S CLUB) adjacent to the northwest corner of Westwood Drive and Red Oak Avenue (APN: 162-08-604-001 and 162-09-102-001 & 003), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
120. VACATION - PUBLIC HEARING - VAC-4347 - APPLICANT: CANYON RIDGE CHRISTIAN CHURCH - Petition to Vacate a portion of Maverick Street, generally located between La Madre Way and Lone Mountain Road, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. VACATION - PUBLIC HEARING - VAC-4348 - APPLICANT MTC 118, INC. - Petition to Vacate U.S. Government Patent Easements generally located north of Dorrell Lane, west of Durango Drive, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. REQUIRED SIX MONTH REVIEW - VARIANCE - PUBLIC HEARING - RQR-4118 - APPLICANT/OWNER: RAMON PARDO - Required Six Month Review for an approved Variance (V-0044-02) WHICH ALLOWED 9 PARKING SPACES WHERE 23 SPACES ARE REQUIRED FOR A 3,880 SQUARE FOOT RETAIL BUILDING at 1650 East Sahara Avenue (APN: 162-02-411-032), R-2 (Medium Low Density Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
123. VARIANCE - PUBLIC HEARING - VAR-4340 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Variance TO ALLOW A REDUCTION OF THE AMOUNT IN REQUIRED PARKING at 1401 North Decatur Boulevard, Suite #34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL. (NOTE: Application should properly indicate the amount of parking spaces being requested, which is 267 where 534 is required)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

124. SPECIAL USE PERMIT RELATED TO VAR-4340 - PUBLIC HEARING - SUP-4168 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Special Use Permit FOR A PROPOSED THRIFTSHOP, NON-PROFIT at 1401 North Decatur Boulevard, Suite 34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
125. VARIANCE - PUBLIC HEARING - VAR-4300 - APPLICANT/OWNER: CARINA CORPORATION - Request for a Variance TO ALLOW 1.94 ACRES OF OPEN SPACE WHERE 2.41 ACRES ARE REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the southwest corner of Farm Road and Tule Springs Road (APN: 125-17-702-002), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
126. SPECIAL USE PERMIT RELATED TO VAR-4300 - PUBLIC HEARING - SUP-4299 - APPLICANT/OWNER: CARINA CORPORATION - Request for a Special Use Permit FOR PRIVATE STREETS FOR A PROPOSED MIXED USE DEVELOPMENT AND A WAIVER TO ALLOW THE PRIVATE STREETS TO NOT BE GATED adjacent to the southwest corner of Farm Road and Tule Springs Road (APN: 125-17-702-002), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-4300 AND SUP-4299 - PUBLIC HEARING - SDR-4290 - APPLICANT/OWNER: CARINA CORPORATION - Request for a Site Development Plan Review and a Waiver of the Landscaping Standards FOR A PROPOSED MIXED USE DEVELOPMENT on 41.02 acres adjacent to the southwest corner of Farm Road and Tule Springs Road (APN: 125-17-702-002), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. VARIANCE - PUBLIC HEARING - VAR-4377 - APPLICANT: LARRY S. DAVIS AND ASSOCIATES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 78 PERCENT OF THE TOTAL FLOOR AREA OF A LIVE/WORK UNIT TO BE USED FOR RESIDENTIAL PURPOSES WHERE 50 PERCENT IS THE MAXIMUM ALLOWED in conjunction with a proposed 30-unit multi-family Live/Work development on 1.66 acres adjacent to the northwest corner of Carson Avenue and Maryland Parkway (APN: 139-34-712-111; 139-35-310-006 and a portion of 139-35-310-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. SPECIAL USE PERMIT RELATED TO VAR-4377 - PUBLIC HEARING - SUP-4376 - APPLICANT: LARRY S. DAVIS AND ASSOCIATES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED 30-UNIT MULTI-FAMILY LIVE/WORK DEVELOPMENT adjacent to the northwest corner of Carson Avenue and Maryland Parkway (APN: 139-34-712-111; 139-35-310-006 and a portion of 139-35-310-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. VACATION RELATED TO VAR-4377 AND SUP-4376 - PUBLIC HEARING - VAC-4419 - APPLICANT: LARRY S. DAVIS AND ASSOCIATES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Petition to Vacate a portion of 11th Street between Carson Avenue and Fremont Street, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-4377, SUP-4376 AND VAC-4419 - PUBLIC HEARING - SDR-4373 - APPLICANT: LARRY S. DAVIS AND ASSOCIATES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 30-UNIT MULTI-FAMILY LIVE/WORK DEVELOPMENT on 1.66 acres adjacent to the northwest corner of Carson Avenue and Maryland Parkway (APN: 139-34-712-111; 139-35-310-006 and a portion of 139-35-310-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 132.VARIANCE - PUBLIC HEARING - VAR-4386 - APPLICANT: TOWER REALTY AND DEVELOPMENT - OWNER: VALLEY GROUP CONSTRUCTORS - Request for a Variance TO ALLOW REAR SETBACKS OF ZERO FEET AND 10 FEET WHERE 15 FEET IS REQUIRED, AND TO ALLOW LOT COVERAGE OF 55 PERCENT WHERE 50 PERCENT IS THE MAXIMUM ALLOWED for a proposed office building and detached parking structure on 1.12 acres at 706, 710, 712, and 714 South Tonopah Drive (APN: 139-32-803-005 through 008), PD (Planned Development) Zone [P-O (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 133.SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-4386 - PUBLIC HEARING - SDR-4385 - APPLICANT: TOWER REALTY AND DEVELOPMENT - OWNER: VALLEY GROUP CONSTRUCTORS - Request for a Site Development Plan Review and a Reduction in the amount of required perimeter landscaping FOR A PROPOSED 19,540 SQUARE-FOOT, TWO-STORY OFFICE BUILDING AND A PROPOSED 54,161 SQUARE-FOOT, THREE-LEVEL DETACHED PARKING STRUCTURE on 1.12 acres at 706, 710, 712, and 714 South Tonopah Drive (APN: 139-32-803-005 through 008), PD (Planned Development) Zone [P-O (Professional Office) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 134.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
- 135.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
- 136.REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-3686 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: STATE OF NEVADA TRANSPORTATION - Required Two Year Review of an approved Special Use Permit (U-0107-96) WHICH ALLOWED AN OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 110 North Jones Boulevard (APN: 138-25-404-003), C-1 (Limited Commercial) Zone, Ward 2 (Vacant). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
- 137.REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4187 - APPLICANT/OWNER: BARRICK-BREO II, LIMITED LIABILITY COMPANY - Required Two Year Review on an approved Special Use Permit (U-0106-95), WHICH ALLOWED A 440 SQUARE FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 310 South Main Street (APN: 139-34-201-003), C-M (Commercial/Industrial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 138.REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4238 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: 7-ELEVEN, INC. - Required Two Year Review of an approved Special Use Permit (U-0315-94), WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6070 West Sahara Avenue (APN: 163-01-401-010), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-3 vote) and staff recommend APPROVAL
- 139.REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4239 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: RANCHO AIR CENTER, INC. - Required Two Year Review of an approved Special Use Permit (U-0059-01) FOR FIVE (5) 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS adjacent to the northeast corner of Smoke Ranch Road and Decatur Boulevard (APN: 139-18-410-003), C-M (Commercial/ Industrial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

140. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4240 - APPLICANT: LAMAR ADVERTISING - OWNER: CHARWEST, INC. - Required Two Year Review of an approved Special Use Permit (U-0262-94), WHICH ALLOWED A 14 FOOT x 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4820 West Charleston Boulevard (APN: 138-36-804-008), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-3 vote) and staff recommend APPROVAL
141. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4242 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: HEIDNER PROPERTIES, INC., ET AL - Required Two Year Review of an approved Special Use Permit (U-0314-94), WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1600 North Rancho Drive (APN: 139-20-411-005), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
142. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4243 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: URBAN LAND NEVADA - Required Two Year Review of an approved Special Use Permit (U-0265-94) WHICH ALLOWED A 55 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2550 Highland Drive (APN: 162-09-110-019), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
143. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4244 - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: SHAHRAM, INC. - Required Two Year Review for an approved Special Use Permit (U-0261-94) FOR A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4401 North Rancho Drive (APN: 138-02-602-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
144. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4268 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN: 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
145. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4270 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: POOLE SANFORD, LIMITED LIABILITY COMPANY - Required Two Year Review of an approved Special Use Permit (U-0010-97) WHICH ALLOWED A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3901 North Rancho Drive (APN: 138-12-110-004), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
146. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4271 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: KENNETH SIMKINS - Required Two Year Review of an approved Special Use Permit (U-0171-89) WHICH ALLOWED A 12 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1323 South Main Street (APN: 162-03-110-088), C-M (Commercial/Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
147. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-4282 - APPLICANT: LAMAR ADVERTISING - OWNER: GENERAL MILLS RESTAURANTS, INC. - Required Two Year Review of an approved Special Use Permit (U-185-89) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1361 South Decatur Boulevard (APN: 162-06-211-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend APPROVAL
148. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 149.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
- 150.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4137 - APPLICANT: VINCENT YALDO - OWNER: THOMAS E. PATRICK, LIVING TRUST - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 4921 Vegas Drive (APN: 138-25-502-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 151.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4169 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MARK P. MILFORD AND LORILYN MILFORD 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 1615 North Decatur Boulevard (APN: 138-24-804-013), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
- 152.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4172 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SHAHRAM AND TAWNYA SHEIKHAN - 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 300 South Decatur Boulevard (APN: 138-36-601-004), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
- 153.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4247 - APPLICANT: TIM C. AYALA - OWNER: WEINGARTEN NOSTAT, INC. - Appeal filed by the application from the Denial by the Planning Commission of a Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED, a Waiver to allow the square footage to be less than 1,500 square feet, AND TO ALLOW THE USE TO BE CLOSER THAN 200 FEET FROM A RESIDENTIALLY ZONED PARCEL at 849 South Rainbow Boulevard (APN: 138-34-717-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
- 154.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4287 - APPLICANT: APPLEBEE'S - OWNER: WEINGARTEN NOSTAT, INC. - Request for a Special Use Permit FOR A SUPPER CLUB adjacent to the south side of Charleston Boulevard, approximately 480 feet east of Decatur Boulevard (a portion of APN: 162-06-112-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 155.SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-4287 - PUBLIC HEARING - SDR-4286 - APPLICANT: APPLEBEE'S - OWNER: WEINGARTEN NOSTAT, INC. - Request for a Site Development Plan Review and a Waiver of the Landscaping Requirements FOR A RESTAURANT on 8.99 acres adjacent to the south side of Charleston Boulevard, approximately 480 feet east of Decatur Boulevard (a portion of APN: 162-06-112-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 156.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4295 - APPLICANT/OWNER: DOUG AND BRENDA ROBINSON - Request for a Special Use Permit FOR A CASITA at 8401 Bonnie Blue Street (APN: 125-08-717-031), R-PD3 (Residential Planned Development 3 Units Per Acre) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

157. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4313 - APPLICANT: MARK FISHER - OWNER: BUFFALO WASHINGTON IV, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED MASSAGE ESTABLISHMENT AND WAIVER OF THE 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM A PARCEL ZONED FOR RESIDENTIAL USE at 7455 West Washington Avenue (APN 138-27-301-020), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 2 (Vacant). (NOTE: This item to be heard in conjunction with Morning Session Item #83). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
158. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4351 - APPLICANT: GREAT WESTERN COUNTERTOPS - OWNER: HLC INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED LIGHT ASSEMBLY AND FABRICATION FACILITY IN AN EXISTING BUILDING at 5000 Oakley Boulevard, Suite D12 (APN: 163-01-602-001 and 002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
159. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4366 - APPLICANT: TAKE 1, INC. - OWNER: DARIO PINI - Request for a Special Use Permit FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT at 707 Fremont Street (APN: 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Weekly). (NOTE: This item to be heard in conjunction with Morning Session Item #80). The Planning Commission (7-0 vote) and staff recommend APPROVAL
160. REZONING - PUBLIC HEARING - ZON-4077 - APPLICANT: ARG JONES I, LIMITED LIABILITY COMPANY - OWNER: CHARLES SAMMONS AND FRANCIS KELLER - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.32 acres at 216 and 220 South Jones Boulevard (APN: 138-36-112-013 and 014), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
161. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4077 - PUBLIC HEARING - SDR-4081 - APPLICANT: ARG JONES I, LIMITED LIABILITY COMPANY - OWNER: CHARLES SAMMONS AND FRANCIS KELLER - Request for a Site Development Plan Review FOR AN OFFICE AND WAIVER OF LANDSCAPING REQUIREMENTS on 0.32 acres at 216 and 220 South Jones Boulevard (APN: 138-36-112-013 and 014), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
162. REZONING - PUBLIC HEARING - ZON-4205 - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: QUEENSRIDGE TOWERS, LIMITED LIABILITY COMPANY, ET AL - Request for a Rezoning FROM: R-PD7 (Residential Planned Development - 7 Units per Acre) and U (Undeveloped) [G-TC (General Tourist Commercial) General Plan Designation] TO: PD (Planned Development) on 20.1 acres adjacent to the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard (APN: 138-32-210-001, portion of 138-31-312-002), Ward 2 (Vacant). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
163. VARIANCE RELATED TO ZON-4205 - PUBLIC HEARING - VAR-4207 - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: QUEENSRIDGE TOWERS, LIMITED LIABILITY COMPANY, ET AL - Request for a Variance TO ALLOW A BUILDING SETBACK OF 239 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 570 FEET IN CONJUNCTION WITH A PROPOSED CONDOMINIUM COMPLEX on 20.1 acres adjacent to the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard (APN: 138-32-210-001, portion of 138-31-312-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) and U (Undeveloped) Zones [G-TC (General Tourist Commercial) General Plan Designation] under Resolution of Intent to PD (Planned Development) [PROPOSED: PD (Planned Development)], Ward 2 (Vacant). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

164. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4205 AND VAR-4207 - PUBLIC HEARING - SDR-4206 - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: QUEENSRIDGE TOWERS, LIMITED LIABILITY COMPANY, ET AL - Request for a Site Development Plan Review FOR A 385-UNIT CONDOMINIUM COMPLEX CONSISTING OF TWO 16-STORY AND TWO 18-STORY TOWERS WITH ANCILLARY USES, CLUBHOUSE, AND A 17,400 SQUARE FOOT, SINGLE-STORY OFFICE BUILDING on 20.1 acres adjacent to the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard (APN: 138-32-210-001, portion of 138-31-312-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) and U (Undeveloped) Zones [G-TC (General Tourist Commercial) General Plan Designation] under Resolution of Intent to PD (Planned Development) [PROPOSED: PD (Planned Development)], Ward 2 (Vacant). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
165. REZONING - PUBLIC HEARING - ZON-4215 - APPLICANT/OWNER: PDF INVESTMENTS, LIMITED LIABILITY COMPANY, ET AL - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-2 (Medium-Low Density Residential) on 2.10 acres adjacent to the southeast corner of Dorrell Lane and Unicorn Street (APN: 125-24-602-001), Ward 6 (Mack). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
166. WAIVER OF TITLE 18 RELATED TO ZON-4215 - PUBLIC HEARING - WVR-4217 - OWNER/APPLICANT: PDF INVESTMENTS, LIMITED LIABILITY COMPANY, ET AL - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 186 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED in conjunction with a proposed 10-lot single-family residential development adjacent to the southeast corner of Dorrell Lane and Unicorn Street (APN: 125-24-602-001), R-E (Residence Estates) Zone [PROPOSED: R-2 (Medium-Low Density Residential) Zone], Ward 6 (Mack). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
167. REZONING - PUBLIC HEARING - ZON-4241 - APPLICANT/OWNER: CLIFF'S EDGE, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 20.0 acres south of Grand Teton Drive, between Hualapai Way and Puli Road (APN: 126-13-301-005, 006; 126-24-101-009; and 126-24-201-005), Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
168. REZONING - PUBLIC HEARING - ZON-4279 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] TO: C-V (Civic) on 0.29 acres approximately 200 feet north of Vegas Drive and 500 feet east of Rainbow Boulevard (APN: 138-23-401-002), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
169. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4279 - PUBLIC HEARING - SDR-4278 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Site Development Plan Review FOR A 550 SQUARE FOOT WELL FACILITY AND A 50 FOOT ANTENNA on 0.29 acres approximately 200 feet north of Vegas Drive and 500 feet east of Rainbow Boulevard (APN: 138-23-401-002), U (Undeveloped) Zone [PF (Public Facility) General Plan Designation] [PROPOSED: C-V (Civic)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
170. REZONING - PUBLIC HEARING - ZON-4281 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] and R-PD20 (Residential Planned Development - 20 Units per Acre) TO: C-V (Civic) on 0.33 acres adjacent to the north side of Vegas Drive, approximately 625 feet west of Torrey Pines Drive (APN: 138-23-402-002 and 003), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
171. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4281 - PUBLIC HEARING - SDR-4280 - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for a Site Development Plan Review FOR A 550 SQUARE FOOT WELL FACILITY AND A 50 FOOT ANTENNA on 0.33 acres located adjacent to the north side Vegas Drive, approximately 625 feet west of Torrey Pines Drive (APN: 138-23-402-002 and 003), U (Undeveloped) [PF (Public Facility) General Plan Designation] and R-PD20 (Residential Planned Development - 20 Units Per Acre) Zones [PROPOSED: C-V (Civic)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

172. REZONING - PUBLIC HEARING - ZON-4374 - APPLICANT: NEVADA HOMES GROUP - OWNER: GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY, ET AL - Request for a Rezoning FROM: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] TO: R-PD7 (Residential Planned Development - 7 Units per Acre) on 7.10 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive (APN: 125-09-401-017 and a portion of 125-09-401-006), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
173. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4374 - PUBLIC HEARING - SDR-4375 - APPLICANT: NEVADA HOMES GROUP - OWNER: GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 48-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 7.10 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive (APN: 125-09-401-017 and a portion of 125-09-401-006), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD7 (Residential Planned Development - 7 Units per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
174. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4072 - APPLICANT: ROYAL CONSTRUCTION - OWNER: DIPAK K & KUSUM D DESAI - Request to amend the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan FROM: O (OFFICE) AND GC (GENERAL COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 10.95 acres adjacent to the southwest corner of Lone Mountain Road and Torrey Pines Drive (APN: 138-02-102-002 and a portion of 138-02-102-012), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
175. REZONING RELATED GPA-4072 - PUBLIC HEARING - ZON-4202 - APPLICANT: ROYAL CONSTRUCTION - OWNER: DIPAK K & KUSUM D DESAI - Request for a Rezoning FROM: O (OFFICE), R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL) TO: R-PD11 (RESIDENTIAL PLANNED DEVELOPMENT - 11 UNITS PER ACRE) on 10.95 acres adjacent to the southwest corner of Lone Mountain Road and Torrey Pines Drive (APN: 138-02-102-002 and a portion of 138-02-102-012), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
176. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4072 AND ZON-4202 - PUBLIC HEARING - SDR-4204 - APPLICANT: ROYAL CONSTRUCTION - OWNER: DIPAK AND KUSUM DESAI - Request for a Site Development Plan Review FOR A 125-LOT SINGLE FAMILY DEVELOPMENT on 10.95 acres adjacent to the southwest corner of Lone Mountain Road and Torrey Pines Drive (APN: 138-02-102-002 and a portion of 138-02-102-012), O (Office), R-E (Residence Estates) and C-2 (General Commercial) Zones [PROPOSED: R-PD11 (Residential Planned Development - 11 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
177. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4100 - APPLICANT/OWNER: PETER CASTELLANO - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: R (Rural Density Residential) TO: SC (Service Commercial) on 0.47 acres at 4000 Vegas Drive (APN: 139-19-811-045), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
178. REZONING RELATED TO GPA-4100 - PUBLIC HEARING - ZON-4101 - APPLICANT/OWNER: PETER CASTELLANO - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 0.47 acres at 4000 Vegas Drive (APN: 139-19-811-045), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
179. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4100 AND ZON-4101 - PUBLIC HEARING - SDR-4102 - APPLICANT/OWNER: PETER CASTELLANO - Request for a Site Development Plan Review FOR A CONVERSION OF AN EXISTING RESIDENCE TO A LANDSCAPING BUSINESS AND FOR A WAIVER THE LANDSCAPING REQUIREMENTS on 0.47 acres at 4000 Vegas Drive (APN: 139-19-811-045), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

180. RESCIND PREVIOUS ACTION - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4000 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request by the City Council to Rescind the Previous Action of the Denial of a Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (Desert Rural Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), Ward 1 (Moncrief). Staff has no recommendation on the request to Rescind the Previous Action
181. RESCIND PREVIOUS ACTION - VARIANCE RELATED TO GPA-4000 - PUBLIC HEARING - VAR-4005 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request by the City Council to Rescind the Previous Action of the Denial of a Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 2.92 ACRES WHERE A MINIMUM OF FIVE ACRES IS REQUIRED located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), R-E (Residence Estates) Zone, Proposed: R-PD10 (Residential Planned Development - 10 Units per Acre), Ward 1 (Moncrief). Staff has no recommendation on the request to Rescind the Previous Action
182. RESCIND PREVIOUS ACTION - REZONING RELATED TO GPA-4000 AND VAR-4005 - PUBLIC HEARING - ZON-4003 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request by the City Council to Rescind the Previous Action of the Denial of a Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD10 (Residential Planned Development - 10 Units per Acre) on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), Ward 1 (Moncrief). Staff has no recommendation on the request to Rescind the Previous Action
183. RESCIND PREVIOUS ACTION - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4000, VAR-4005 AND ZON-4003 - PUBLIC HEARING - SDR-4004 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request by the City Council to Rescind the Previous Action of the Denial of a Request for a Site Development Plan Review FOR A 28-UNIT ATTACHED SINGLE-FAMILY DEVELOPMENT on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), R-E (Residence Estates) Zone, Proposed: R-PD10 (Residential Planned Development - 10 Units per Acre), Ward 1 (Moncrief). Staff has no recommendation on the request to Rescind the Previous Action
184. RECONSIDER - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4000 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (Desert Rural Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), Ward 1 (Moncrief). The Planning Commission (2-5 vote on a motion for approval) and staff recommend DENIAL. Staff recommends APPROVAL regarding the current request. [NOTE: The Applicant is now requesting L (Low Density Residential)]
185. RECONSIDER - VARIANCE RELATED TO GPA-4000 - PUBLIC HEARING - VAR-4005 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 2.92 ACRES WHERE A MINIMUM OF FIVE ACRES IS REQUIRED located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), R-E (Residence Estates) Zone, Proposed: R-PD10 (Residential Planned Development - 10 Units per Acre), Ward 1 (Moncrief). The Planning Commission (5-2 vote) and staff recommend DENIAL. Staff recommends APPROVAL regarding the revised request. (NOTE: The applicant is now requesting R-PD5)
186. RECONSIDER - REZONING RELATED TO GPA-4000 AND VAR-4005 - PUBLIC HEARING - ZON-4003 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD10 (Residential Planned Development - 10 Units per Acre) on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), Ward 1 (Moncrief). The Planning Commission (5-2 vote) and staff recommend DENIAL. Staff recommends APPROVAL based on the revised request. (NOTE: The applicant is now requesting R-PD5)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

187. RECONSIDER - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4000, VAR-4005 AND ZON-4003 - PUBLIC HEARING - SDR-4004 - APPLICANT/OWNER: VALENCIA COMMUNITIES, INC. - Request for a Site Development Plan Review FOR A 28-UNIT ATTACHED SINGLE-FAMILY DEVELOPMENT on 2.92 acres located at 1700 South Buffalo Drive (APN: 163-03-201-003 thru 005), R-E (Residence Estates) Zone, Proposed: R-PD10 (Residential Planned Development - 10 Units per Acre), Ward 1 (Moncrief). The Planning Commission (5-2 vote) and staff recommend DENIAL. Staff recommends APPROVAL based on the revised request. (NOTE: The applicant is now amending the application to a 16 unit detached development)
188. 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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: JULY 7, 2004

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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND MARY BREDLAU – PALM MORTUARY
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WEEKLY, MACK, MONCRIEF (excused from morning session), and WOLFSON (seated after being sworn into office)

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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

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

(9:07)

1-1

REVEREND MARY BREDLAU, Palm Mortuary, gave the invocation.

(9:07 – 9:09)

1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:09 – 9:10)

1-64

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

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

SUBJECT:

CEREMONIAL:

OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIAL – Councilman, Ward 2

Fiscal Impact

☒ **X**

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required.

MAYOR GOODMAN administered the Oath of Office to COUNCILMAN STEVE WOLFSON (Ward 2) who was elected in the June 22, 2004, Special Election. He was presented with a Certificate of Election.

COUNCILMAN WOLFSON thanked his wife, DISTRICT COURT JUDGE JACKIE GLASS, daughters, RACHEL and REBECCA, family, and close friends, as well as staff and individuals who worked for him during the election, for their support through the campaigning process. COUNCILMAN WOLFSON vowed to do the job he was elected to do and to serve the public. JUDGE GLASS and daughter RACHEL congratulated COUNCILMAN WOLFSON on his success.

(9:10 – 9:21)

1-97

RECESS: 9:21 A.M. TO 9:34 A.M.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copies of Certificate of Appreciation for Riley Council, Jessica Scarpati, Ashley Ayala, Savanna Gow, Brooke Santos, Rachel Perlman, and Colleen Storm of the Las Vegas Animal Club, as well as a copy of Citizen of the Month plaque to The Las Vegas Animal Club

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE proudly recognized the seven members of The Las Vegas Animal Club as the Citizens of the Month for July 2004. He indicated that eleven-year-old RILEY COUNCIL created this Club to help abandoned animals at the Lied Animal Shelter through funds raised from the sale of lemonade and water. They also organized several activities to benefit animals, including an adopt-a-thon. These young ladies represent the best of Las Vegas. He called the young ladies forward and presented them each with a Certificate of Appreciation, copies of which are made part of the final minutes.

MS. COUNCIL thanked the Council, the staff members of the Lied Animal Shelter, friends, and family for supporting all the events held by the Club. She also thanked the Councilmembers and asked that they do everything possible to support the Animal Foundation. Every pet deserves to be loved and cared for.

(9:34 – 9:37)

1-440

July 7th, 2004

Citizen of the Month Certificate of Appreciation

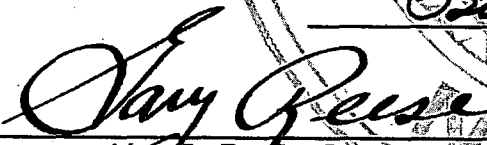
Presented To:

**Riley Council
Las Vegas Animal Club**

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



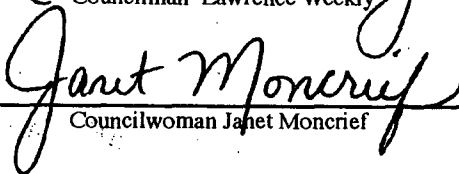
Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



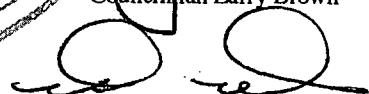
Councilman Lawrence Weekly



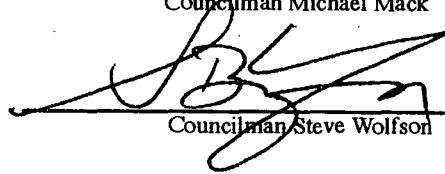
Councilwoman Janet Moncrief



Councilman Larry Brown



Councilman Michael Mack



Councilman Steve Wolfson



July 7th, 2004

Citizen of the Month Certificate of Appreciation

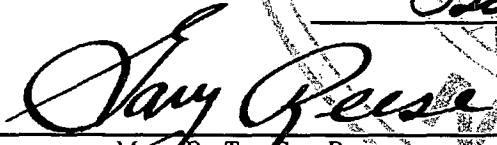
Presented To:

**Jessica Scarpati
Las Vegas Animal Club**

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



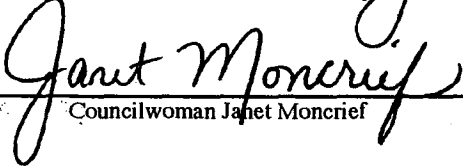
Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



Councilman Lawrence Weekly



Councilwoman Janet Moncrief



Councilman Larry Brown



Councilman Michael Mack



Councilman Steve Wolfson



July 7th, 2004

Citizen of the Month Certificate of Appreciation

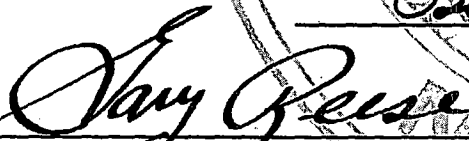
Presented To:

**Ashley Ayala
Las Vegas Animal Club**

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



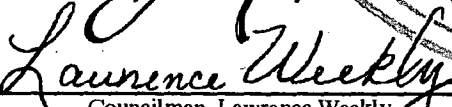
Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



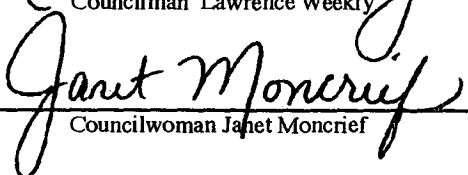
Councilman Larry Brown



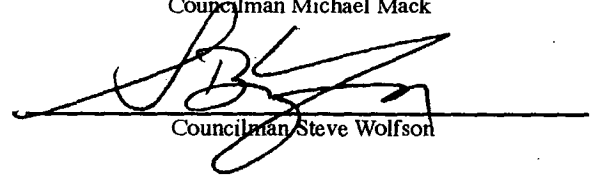
Councilman Lawrence Weekly



Councilman Michael Mack



Councilwoman Janet Moncrief



Councilman Steve Wolfson



July 7th, 2004

Citizen of the Month Certificate of Appreciation

Presented To:

**Savanna Gow
Las Vegas Animal Club**

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



Councilman Larry Brown



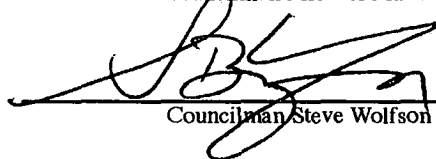
Councilman Lawrence Weekly



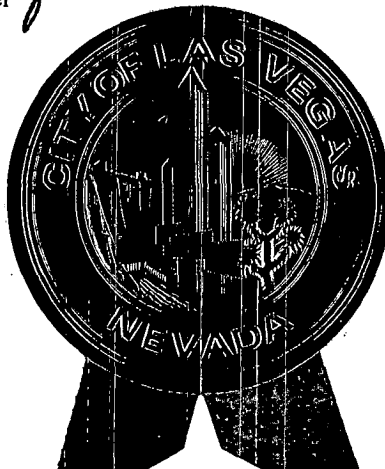
Councilman Michael Mack



Councilwoman Janet Moncrief



Councilman Steve Wolfson



July 7th, 2004

***Citizen of the Month
Certificate of Appreciation***

Presented To:

***Rachel Perlman
Las Vegas Animal Club***

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



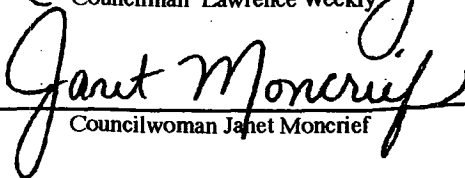
Councilman Larry Brown



Councilman Lawrence Weekly



Councilman Michael Mack



Councilwoman Janet Moncrief



Councilman Steve Wolfson



July 7th, 2004

Citizen of the Month Certificate of Appreciation

Presented To:

Colleen Storm
Las Vegas Animal Club

The Mayor and Members of the Las Vegas City Council are honored to present this certificate of appreciation to you for your outstanding contribution and service on behalf of the Lied Animal Shelter and the City of Las Vegas. You are truly an outstanding citizen and represents the best of Las Vegas.



Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



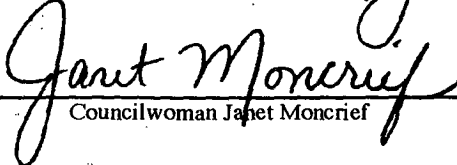
Councilman Larry Brown



Councilman Lawrence Weekly



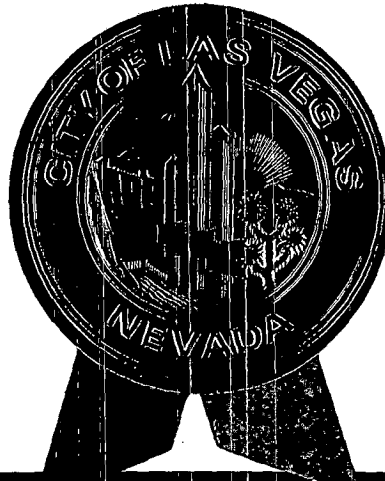
Councilman Michael Mack



Councilwoman Janet Moncrief



Councilman Steve Wolfson





City of Las Vegas
Citizens of the MonthTM
July 2004

The Las Vegas Animal Club

Oscar B. Goodman
Mayor Oscar B. Goodman

Gary Reese
Councilman Gary Reese

Larry Brown
Councilman Larry Brown

Lawrence Weekly
Councilman Lawrence Weekly

Michael Mack
Councilman Michael Mack

Janet Moncrief
Councilwoman Janet Moncrief

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF FLASH FLOOD AWARENESS MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: Proclamation proclaiming July 2004 as Flash Flood Awareness Month

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN BROWN called forward GALE FRASER, General Manager, and BETTY HOLLISTER, Public Information Manager, of the Flood Control District, and explained that the purpose of this proclamation is to raise awareness for flood season, which is approaching very soon.

MR. FRASER mentioned that raising awareness is very important, as July, August, and September are flood season. This year marks the five-year anniversary of the July 8, 1999, major flood. Most deaths occur from people trying to drive through flooded areas.

MS. HOLLISTER said that, in order to promote flash flood safety, the Flood Control District started a campaign to use billboards to get the message across. As part of that, one billboard has been left blank, and the District is inviting the community to submit slogans for a flood safety message. The winning slogan will be selected on July 14, 2004, and be posted by mid-August.

MAYOR GOODMAN noted that thanks to the preparedness of staff there were no deaths in the 1999 flood.

(9:37 – 9:42)

1-535

PROCLAMATION

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT



Flash Flood Awareness Month

- WHEREAS;** the Regional Flood Control District strives to improve the protection of life and property for existing residents, future residents, and visitors from the impacts of flooding in Clark County through a flood safety awareness campaign; and
- WHEREAS;** more than one-half of all flood-related deaths are the result of people attempting to drive through flooded areas; and
- WHEREAS;** currently 62 detention basins and 350 miles of channels and underground storm drains have been built to protect Southern Nevadans; and
- WHEREAS;** another 64 detention basins and 450 miles of conveyance will be constructed over the next 30 years; and
- WHEREAS;** there are more than 6,000 new residents moving into Clark County each month who may be unaware of the dangers of flash flooding; and
- WHEREAS;** it is critically important to educate the public about flood hazards, the potential for flash flooding, and how best to protect themselves in floods; and
- WHEREAS;** flash floods can occur in any month of the year, and summer rains in July through September have the greatest potential to create flash floods in Clark County. We urge all citizens to become aware of the dangers of floods and the precautions available for their safety; and

THEREFORE, We, the undersigned Mayor and City Council for the City of Las Vegas, do hereby take great pride in proclaiming the month of July 2004 to be:

Flash Flood Awareness Month

in the City of Las Vegas

Handwritten signature of Oscar B. Goodman.

Mayor Oscar B. Goodman

Handwritten signature of Gary Reese.
Mayor Pro Tem Gary ReeseHandwritten signature of Larry Brown.
Councilman Larry BrownHandwritten signature of Lawrence Weekly.
Councilman Lawrence WeeklyHandwritten signature of Michael Mack.
Councilman Michael MackHandwritten signature of Janet Moncrief.
Councilwoman Janet MoncriefHandwritten signature of Steve Wolfson.
Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF SPEEDWAY CHILDREN'S CHARITIES

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: Proclamation recognizing Speedway Children's Charities

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN MACK called forward LESLIE ALBERS, Director of Speedway Children's Charities, and KEITH DeRISO, Chairman of the Las Vegas Chapter, for this presentation. COUNCILMAN MACK recognized Speedway Children's Charities. He explained that this organization is a non-profit foundation dedicated to helping improve the quality of life for children by distributing raised funds to qualified non-profit organizations with the same mission as theirs. Speedway Children's Charities has grown into a national foundation with chapters located at each of the six Speedway Motorsports, Inc., facilities. All funds raised by the Las Vegas Chapter stay in Las Vegas, and, in 2003, the Chapter granted \$250,000 to 41 local children's charities.

MR. DeRISO accepted the proclamation, thanked the Council, and said he is looking forward to giving more next year.

(9:42 – 9:44)

1-668

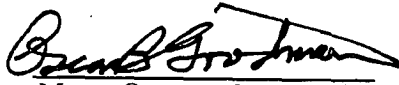
City of Las Vegas

Proclamation

- Whereas;** It is the policy of the Mayor and City Council of Las Vegas to honor and recognize those extraordinary individuals, groups, or programs, that enrich the lives of many in our community; and
- Whereas;** Speedway Children's Charities was founded in 1984 by O. Bruton Smith, Chief Executive Officer of Speedway Motorsports, Inc. including Las Vegas Motor Speedway, Infineon Raceway in Sonoma, California, Bristol Motor Speedway in Tennessee, Lowe's Motor Speedway in Charlotte, North Carolina, Texas Motor Speedway in Dallas/Ft. Worth and Atlanta Motor Speedway; and
- Whereas;** The Las Vegas Chapter was founded in 1999 and all funds raised by this chapter stay in Nevada; and
- Whereas;** Speedway Children's Charities priority is improving the quality of life for children in need through donations, sponsorships and fundraising events; and
- Whereas;** Through fundraising events such as the NASCAR Drivers Auction, Golf Tournament, Gasoline Alley Birthday Bash Street Rod Show and the Dragsters Run for the Money, Speedway Children's Charities gave \$250,000.00 to 41 local children's charities; and
- Therefore;** WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF LAS VEGAS DO HEREBY HONOR AND RECOGNIZE

SPEEDWAY CHILDREN'S CHARITIES

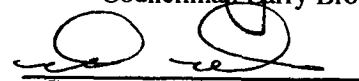
AND ASK ALL CITIZENS TO JOIN US IN CELEBRATING THEIR COMMITMENT AND DEDICATION TO THE CHILDREN OF SOUTHERN NEVADA.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF NATIONAL PARKS AND RECREATION MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming July 2004 to be Recreation and Park Month

MOTION:

None required. A presentation was made.

MINUTES:

DR. BARBARA JACKSON, Director of Leisure Services, joined MAYOR GOODMAN, who recognized July 2004 as National Recreation and Parks Month. Leisure Services provides quality cultural and recreational experiences to all citizens and does a fabulous job. The Department's most recent notable accomplishments include accreditation from the Commission for Accreditation of Park and Recreation Agencies and several national awards for the aquatics program.

DR. JACKSON thanked her staff for the tremendous job they do. She encouraged everyone to take advantage and enjoy the array of activities Leisure Services offers throughout the year.

(9:44 – 9:49)

1-759

Also, MAYOR GOODMAN announced that COUNCILMAN WEEKLY recently returned from a trip to Russia through a program with leaders from the United States. COUNCILMAN WEEKLY relayed to him that he considers himself very blessed to live and to have the freedoms of the United States.

The Mayor then welcomed COUNCILMAN RON SCHMIDT of Sparks, Nevada, who is very active in the Nevada League of Cities.

(9:47 – 9:49)

1-850

From the office of the Mayor **Proclamation**

- Whereas;** the National Recreation and Park Association brings visibility to parks and recreation, the arts, and quality sports programs; and
- Whereas;** parks and recreation facilities generate opportunities for people to come together, with all ages and abilities, to experience a sense of community through fun and educational pursuits; and
- Whereas;** parks, playgrounds, ball fields, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play, and visit to contribute to our ongoing economic vitality; and
- Whereas;** parks, greenways, and open space provide a welcome respite from our fast-paced high tech lifestyles while protecting and preserving our natural environment; and
- Whereas;** parks and recreation agencies touch the lives of individuals, families, groups, neighborhoods, and the entire community which positively impacts upon the social, educational, economic, health and environmental quality of our community; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM JULY 2004, TO BE:

Recreation and Park Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THIS DAY WITH APPROPRIATE ACTIVITIES IN YOUR NEIGHBORHOOD RECREATION FACILITY OR PARK.



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


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

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

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE – Motion to bring forward and STRIKE Item 76 – UNANIMOUS with MONCRIEF excused

MINUTES:

There was no discussion.

(9:49 – 9:50)

1-926

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

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

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Regular City Council Meeting of May 5, 2004

MOTION:

REESE – APPROVED by Reference – UNANIMOUS with MONCRIEF excused

MINUTES:

There was no discussion.

(9:50)

1-948

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an extension to the Amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center (\$72,316 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$72,316

☒

Budget Funds Available

Dept./Division: City Managers Office

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

For the past 18 months, Clark County and the Cities of Las Vegas, Henderson, North Las Vegas, and Boulder City have worked through an Interlocal Agreement, that was approved by City Council on April 7, 2004, to provide up to one-third of the estimated budget costs of operating a centrally located drop-off triage center for individuals experiencing a crisis due to substance abuse and/or mental health issues.

It is anticipated that the Southern Nevada Regional Planning Coalition will shortly be assessing this program to determine its future. While this is occurring, WestCare Nevada, Inc. seeks a two-month extension to the approved amendment for the period beginning July 1, 2004 to August 31, 2004 at a cost of \$72,316 to the City of Las Vegas to assist in the operation and continuity of the Community Triage Center program.

RECOMMENDATION:

Staff recommends approval of the amendment to the Interlocal Agreement.

BACKUP DOCUMENTATION:

Submitted at meeting: written Opinion Memorandum from Bryan K. Scott, Deputy City Attorney, for Councilman Mack regarding Item 52 (filed under Item 3)

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70:

APPROVED under separate actions (see individual items)

Item 65:

ABEYANCE to 7/21/2004 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed for Item 13 that he is a consultant for SuperPawn, owned by his brother, Steven Mack, which is located near the site involved in Item 13. COUNCILMAN MACK indicated he would be voting, as his brother had not spoken to him regarding this request and he did not believe it would have any impact on SuperPawn shops.

CITY COUNCIL MEETING OF JULY 7, 2004

Consent – Administrative Services

Item 3 - Approval of an extension to the Amendment to the Interlocal Agreement with Clark County, Henderson, North Las Vegas, Boulder City and the City of Las Vegas to provide funds for the Community Triage Center (\$72,316 - General Fund)

MINUTES:

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

COUNCILMAN WOLFSON, CITY ATTORNEY JERBIC, and MARK VINCENT, Director, Finance and Business Services, respectively requested Items 36, 65, and 70, be brought forward for discussion.

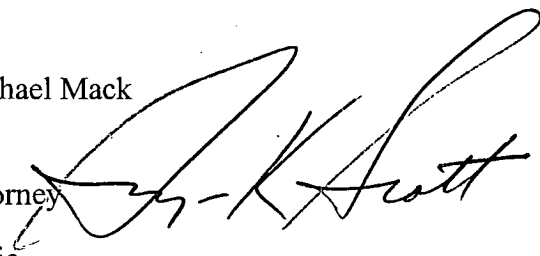
(9:50 – 9:52)

1-958

Memorandum

City of Las Vegas Office of the City Attorney

To: Councilman Michael Mack

From: Bryan K. Scott
Deputy City Attorney 

CC: Bradford R. Jerbic
City Attorney

Date: July 6, 2004

Re: Request for Opinion on Abstentions for 7/07/04 City Council Meeting

This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on items 52, 110, 119, 121, 142, and 153 which are scheduled to be heard by the Las Vegas City Council on July 7, 2004.

Item 52 is on the City Council's morning consent agenda and involves the approval of a relocation and settlement agreement with Viacom Outdoor, Inc. for the relocation of a billboard sign in conflict with the Elkhorn/U.S. 95 overpass project. You have informed me that your Company, Mack Consulting, recently negotiated a contract for the lease of billboard advertising space with Viacom Outdoor, Inc. on behalf of a client of Mack Consulting - Treasures, a sexually-oriented business in Ward 1.

Item 119 involves a request for a Master Sign Plan for Treasures, a sexually-oriented business, in Ward 1. You have informed me that you are a paid consultant for Treasures through Mack Consulting and as such, advise Treasures' management on advertising and public relations issues. The approval or disapproval of Treasures' Master Sign Plan could affect its business and possibly your business relationship with Treasures.

Item 121 involves a petition to vacate a United States Government Patent Easement north of Dorrell, west of Durango Drive. You have informed me that Super Pawn is owned by your Brother, Steven Mack, and that you are a paid consultant for Super Pawn. Super Pawn will be constructing a building on a portion of the property near this proposed vacation. The proposed Super Pawn building is to be considered by the Las Vegas Planning Commission at its July 8, 2004 Planning Commission Meeting. It is unknown whether this vacation would have any affect on the proposed Super Pawn building.

Item 142 involves a two-year review of a previously approved off-premise advertising sign (billboard) at 2550 Highland Drive. You have informed me that you are a paid consultant through Mack Consulting, and as such you advise Treasures' management on advertising and public relations issues. Treasures has a contract with Lamar Outdoor Advertising for billboard advertisement space on both sides of the above-referenced billboard. You have further informed me that you did not negotiate Treasures' lease of that billboard space with Lamar. The approval or disapproval of the review for this billboard could affect Treasures' business, Treasures' contractual relationship with

Submitted at City Council

Date 7/7/04 Item #3 and
As listed

Lamar, and possibly your business relationship with Treasures.

Items 153 involves a Special Use Permit for a proposed Financial Institution, Specified and a waiver of the residential distance separation requirement at 849 South Rainbow Boulevard. You have informed me that Super Pawn is owned by your Brother, Steven Mack, and that you are a paid consultant for Super Pawn. Part of Super Pawn's business involves the loaning of money to individuals on a short-term basis, similar to that of the applicants in item 153. The approval or disapproval of this Special Use Permit could affect Super Pawn's business. NRS 281.501(2) provides:

In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of . . . a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (c) his commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (b) who is related to him by blood, adoption or marriage within the third degree of consanguinity or affinity, (c) who employs him . . . or (d) with whom he has a substantial and continuing business relationship.

It is the conclusion of the City Attorney that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on all of the above-referenced items.

Item 110 involves the appeal of the Planning Director's decision to refuse to accept an application from Bar-K Realty for a Special Use Permit for an off-premise advertising (billboard) sign. The application does not reference the billboard company with whom Bar-K will be contracting for the billboard. Based on the foregoing, if it is a company with whom you have negotiated a contract with for advertising space on behalf of a client of Mack Consulting or any other venture you are involved in, you should disclose any potential conflict and abstain from the discussion and vote of item 110. If it is not a billboard company with whom you have negotiated, then you may vote on this item without any disclosure.

If any of the above-referenced items are abeyed, tabled or withdrawn at the July 7, 2004 Council meeting, you may vote on the motion to abey, table or withdraw the item since abeyance, withdrawal or tabling motions are not substantive motions. If any of the above-referenced items come back to the City Council for a hearing, you will again need to disclose your conflicts and abstain from the discussion and vote.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6621.

BKS:b

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: CHRIS KNIGHT, ACTING

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CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the renewal of the Interlocal Contract between the City of Las Vegas and Clark County for the period 7/1/2004 - 6/30/2005 to provide Yucca Mountain monitoring funds to the City of Las Vegas in the amount of \$40,000 - All Wards

Fiscal Impact

☒

No Impact

Amount: \$40,000 Revenue

☐

Budget Funds Available

Dept./Division: Business Development

☐

Augmentation Required

Funding Source: Clark County

PURPOSE/BACKGROUND:

Since 1998, the City of Las Vegas has agreed to assist Clark County with monitoring the Department of Energy's Yucca Mountain site performance confirmation activities and participation in other DOE activities related to the licensing of the proposed high-level nuclear waste repository. In return, Clark County has agreed to provide the City of Las Vegas a grant to cover the costs of the City's involvement in the Yucca Mountain repository program for FY '05. These funds cover the cost of overhead, travel, training, staff time and other activities associated with the City's monitoring of the Yucca Mountain program.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: **APPROVED** under separate actions (see individual items)

Item 65: **ABEYANCE** to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: Business Development

ITEM DESCRIPTION: Renewal of Interlocal Contract W/Clark County

Since 1998, Clark County has provided the City of Las Vegas a grant to cover costs associated with our involvement with the Yucca Mountain Repository Program as they relate to the Department of Energy (DOE) performance confirmation and licensing activities at the Yucca Mountain site.

As an Affected Unit of Local Government, Clark County receives funding from the Federal Government and has agreed to renew the Interlocal contract between the City and County to fund the City's Yucca Mountain monitoring program beginning July 1, 2004 for a period of 12 months. The funds the City receives will be used to cover overhead, travel expenses, and staff time necessary to complete the Scope of Work outlined in the attached contract. Under these arrangements, the City will assist with Yucca Mountain impact studies, assign staff to participate in program planning activities, and perform other services as required in support of the Clark County program.

In FY 2005 Clark County will transfer \$40,000 to the City of Las Vegas as discretionary funds for monitoring the Department of Energy's work on the completion of the remainder of the 293 Key Technical Issues that must be finalized and their efforts to license the repository.

**INTERLOCAL CONTRACT
NUCLEAR WASTE REPOSITORY PROGRAM**

This Interlocal Contract (the "Contract") is entered into this 1st day of July, 2004, by and between Clark County, a political subdivision of the State of Nevada (the "County"), and the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), pursuant to Nevada Revised Statutes section 277.180, to jointly participate in activities regarding the proposed high-level radioactive waste disposal site at Yucca Mountain, Nevada.

WITNESSETH:

WHEREAS, federal law known as the Nuclear Waste Policy Act of 1982, as amended, ("the Policy Act") describes a United States Department of Energy (DOE) program proposing a nuclear waste and spent nuclear fuel repository at Yucca Mountain, Nevada (the "Program"); and

WHEREAS, the Program has the potential to impact the social and economic characteristics of Southern Nevada; and

WHEREAS, the Policy Act requires the DOE to distribute funds to affected units of local government to oversee the Program and perform other activities; and

WHEREAS, the County was designated an affected unit of local government by the DOE in April 1988; and

WHEREAS, to accurately and completely determine potential impacts in Clark County from the program, the County desires to work with the incorporated cities and others; and

WHEREAS, the city desires to increase and enhance its capabilities to determine, evaluate, and respond to the potential and perceived impacts from the Program; and

WHEREAS, the City desires to participate in making findings and recommendations regarding potential impacts from the Program; and

WHEREAS, the City may establish a public awareness program to inform its citizens on Program activities;

NOW, THEREFORE, the parties agree as follows:

I. The City Shall:

- A. Perform services specified in this Contract and in the "Scope of Work," dated July 1, 2004, which is attached hereto and hereby made a part of this contract.
- B. Submit invoices to the County to accompany periodic reports described in the Scope of Work.
- C. Allow duly-authorized representatives of the County and /or appropriate federal agencies to conduct such occasional reviews and on-site monitoring as the County or such federal agency deems appropriate to determine:
 - (1) Whether the reports to Clark County contain accurate and reliable information; and
 - (2) Whether the activities performed under this Contract are in compliance with federal and state laws and the provisions of this Contract. The City acknowledges that it will be subject to both County and federal audit authority and that such an audit/audits can occur at any time during the course of this Program.
- D. Understand that all funds provided pursuant to this Contract are derived from monies provided to the County from the DOE under the provisions of the Nuclear Waste Policy Act and are provided for the explicit purposes enumerated in the Policy Act and the most recent Energy and Water Development Appropriations Act (the "Appropriations Act").

- E. Warrant that monies accepted pursuant to this Contract shall bear a clear relationship between the expenditures and the objectives of the Policy Act and the Appropriations Act. Should a subsequent audit require the County to return funds expended by the City pursuant to this Contract, the City shall reimburse the County in a timely manner for the amount of funds, penalties, interest, and any other costs resulting from the City's failure to comply with the terms of the Contract. The City agrees that none of the Contract funds will be expended for litigation expenses nor used, directly or indirectly, to influence legislative action on any matter pending before Congress or a State Legislature nor used for any lobbying activity as provided in 18 U.S.C. 1913, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions of the Appropriations Act.
- F. Continue to make available to the County and authorized staff and contractors copies (electronic and/or paper) of all non-proprietary social, economic, demographic, and other information related to the assessment of potential impacts of the proposed repository.
- G. Provide a copy of the City's fiscal year financial report showing where this Contract funding is included.
- H. Meet the requirements of applicable federal, state, and local law in fulfilling the objectives of this Contract.

II. The County Shall:

- A. Reimburse the City no later than thirty (30) days after the receipt of invoices.
- B. Provide the City with copies of all non-proprietary economic, demographic, fiscal, planning, or other programs, computer models, or systems developed by staff or consultants under the auspices of the Clark County Department of Comprehensive Planning, Nuclear Waste Division, to the extent such provision does not conflict with licensing or copyright restrictions. Provision of data will be subject to reasonable reproduction costs, which may be waived by the County. Consultant materials will be made available within thirty (30) days of County acceptance and approval of the fully developed systems, programs, models or databases.

III. Both parties agree that:

- A. The term of this Contract begins on the first day of the month following approval by both parties and continues through the completion of the Scope of Work. The Contract may be renewed annually as agreed to by both parties.
- B. The parties do not intend to benefit any person who is not named as party to this Contract to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.
- C. Each party shall remain liable for its own negligence in accordance with the general law of the state of Nevada.
- D. Either party has the right to terminate this Contract without cause by giving not less than fifteen (15) days written notice to the other party. In the event termination by the County, the City shall be compensated for any work completed as of the date of termination.
- E. The persons signing this Contract have the authority to represent their respective public agencies and commit their public agencies to meet the requirements of the Contract.

THIS CONTRACT HAS BEEN MADE AND ENTERED INTO, and shall become effective on the first day of the month after its execution by the last of the parties to execute this contract, as said date appears below.

City of Las Vegas, NEVADA

Date of approval by CITY:


OSCAR B. GOODMAN, Mayor

7-21-04

APPROVED AS TO FORM:

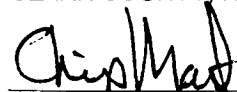
ATTEST:

 *DEPUTY*
For BRADFORD R. JERBIC 7/14/04
City Attorney


BARBARA JO RONEMUS
City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

CLARK COUNTY, NEVADA

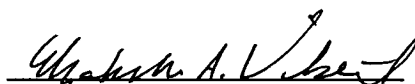
Date of approval by COUNTY:

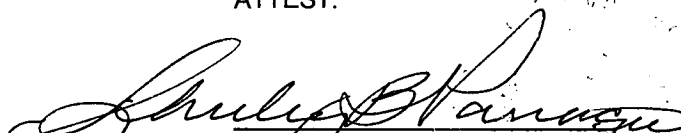

CHIP MAXFIELD, Chair
Board of County Commissioners

6/15/04

APPROVED AS TO FORM:
DAVID ROGER, District Attorney

ATTEST:


ELIZABETH A. VIBERT
Deputy District Attorney


SHIRLEY B. PARRAGUIRRE
County Clerk

Scope of Work
Interlocal Contract Between Clark County and the City of Las Vegas
July 1, 2004 – June 30, 2005

The City of Las Vegas hereafter called the "City" has agreed to accept the responsibility for assisting Clark County in monitoring site characterization activities, researching and developing key issues, and participating in other activities relative to the proposed high-level nuclear waste repository at Yucca Mountain, Nevada. In return, Clark County has agreed to provide funding to support this work, subject to availability of federal nuclear waste funds. Pursuant to the provisions of the Nuclear Waste Policy Act, as amended, this contract funds only activities directly related to the Yucca Mountain Project. Any salary, travel or other expenses that would ordinarily be incurred by the City may not be considered eligible for funding under this contract.

1.01 TASKS TO BE COMPLETED BY THE CITY OF LAS VEGAS

The following are task areas that encompass the range of activities to be engaged in under this contract. The focus of the City's work and the emphasis placed on each task area will depend on developments in and needs dictated by the high-level waste program. The City shall provide qualified staff to complete the required tasks. The level of effort in each task will be dictated by the availability of funds and the priorities established by the City. All work shall be compatible with the Goals and Objectives of Clark County Comprehensive Planning, Nuclear Waste Division (NWD).

Task A. Participation in the Clark County Nuclear Waste Division's Department of Energy (DOE) Yucca Mountain Repository Monitoring Program

I. Clark County Nuclear Waste Steering Committee Meetings

The City of Las Vegas shall participate in the regular and specific meetings of the Clark County Nuclear Waste Steering Committee. The Steering Committee serves in an advisory role to the Board of County Commissioners and provides input and advice to the Commission regarding issues associated with the Yucca Mountain Program.

II. National and Regional Nuclear Waste Meetings

As appropriate, a City of Las Vegas representative(s) may attend scheduled meetings on Yucca Mountain issues. These include, but are not limited to, meetings of the U.S. Nuclear Waste Technical Review Board, the Nuclear Regulatory Commission, the National Research Council, and the DOE Transportation External Working Group, the Western Interstate Energy Board Radioactive Waste Transportation Committee, the Western Governors Association and Waste Management.

III. Nuclear Waste Conferences / Seminars and Informational Meetings

As deemed appropriate by the City, a City representative(s) may attend conferences, seminars or other meetings that are directly related to the oversight of the DOE high-level nuclear waste program at Yucca Mountain.

IV. Site Visits

As necessary, a City representative may participate in visits to domestic nuclear waste or related facilities, such as nuclear power plants, the Waste Isolation Pilot Plant (WIPP), and Yucca Mountain.

Task B. Public Information / Awareness Program

As requested by Clark County, the City may provide information specific to the City for use in Clark County reports, projects, presentations or other activities.

As deemed appropriate by the City Manager, the City may conduct a public awareness program to include the use of the Public Information Office to provide information to the citizens of Las Vegas and to receive their feedback on the Yucca Mountain Project.

As deemed appropriate, assigned City staff shall provide information to residents regarding Yucca Mountain through the City's public awareness program.

Task C. Review of Policies, Practices and Materials Related to Yucca Mountain

As deemed appropriate by the City, staff shall review, evaluate and provide comments to the City Council on issues relating to the location of a high-level nuclear waste repository at Yucca Mountain to include local government activities, national, regional, state, City, tribal and local policies, practices, reports and materials that may have a bearing on the siting of a nuclear waste repository in Nevada.

Task D. Impact Assessment Activities

The City shall participate in Clark County's impact assessment program during the period of this contract. This is a continuation of the Clark County's contract with UER to conduct community fiscal impacts and public health and safety analysis that best describe vulnerabilities that may result from the DOE's proposed actions as they relate to Yucca Mountain. City staff shall work with Clark County Nuclear Waste Division personnel and its consultants to include providing non-proprietary social, economic, demographic, and other information as required in the completion of these tasks. The additional information collected may be used by Clark County and the City.

Task E. Hazardous Material Training for Emergency Response Personnel

The fiscal impacts and public health and safety studies currently underway highlighted a wide range of vulnerabilities that the local municipalities would be subject to should there be a radiological spill to include emergency responders ability to handle such an incident. As a means to prepare emergency responders in the event of a radiological incident involving the transportation of radioactive waste through the Las Vegas community, it is recommended the City fund a course to train a cadre of firefighters on emergency response. Once trained, this core of individuals can provide training to other emergency response personnel.

Task F. Other Program Activities

The City may engage in work activities and participate in State and local planning group meetings, presentations, and seminars, provided that such time and effort is spent only for the express purpose described in this Scope of Work.

Oversight representatives shall, at a minimum, provide quarterly updates on the characterization of Yucca Mountain and issues involving transportation of high- and low-level waste, congressional legislation and any other pertinent matters deemed important to the Mayor and Council.

City staff shall provide recommendations to the Mayor and council on aspects of socioeconomic, transportation, and other activities undertaken by the DOE as required.

City staff shall serve as technical advisors to the Mayor and Council on the planning and implementation and management of the City's Oversight Program.

Staff shall recommend priorities to the Mayor and Council for the Oversight Program to insure its effectiveness.

1.02 CONTRACT MANAGEMENT

A. Travel and Associated Costs: The City may commit sufficient labor hours and budgetary resources for individuals assigned to its Yucca Mountain activities for travel and related expenses. Participation in these activities must relate directly to the completion of the Scope of Work as described above. All costs of accompanying personnel not employed by the City or whose job assignments are not related to this Scope of Work are to be borne by the City, or individual staff member.

B. Contract Renewal

City representatives shall coordinate the renewal of the Nuclear Waste Repository Program Interlocal Contract (the Contract) with Clark County Nuclear Waste Projects Office in sufficient time to meet the fiscal year renewal deadline.

The Contract shall be renewed in the month of July each year to coincide with the City and County's fiscal year budget cycle. The Contract shall first be placed on the County Commission's Agenda and subsequently placed on the Las Vegas City Council's Agenda.

C. Reporting

The City shall provide a written report for each of the twelve (12) months following the start of the program described above. Each report shall detail the City's activities in support of the described tasks and travel in A, B, C, D, E & F above. Each month's report shall be sent to arrive at the Clark County Nuclear Waste Division no later than the 15th day of the following month.

1.03 BUDGET

- A.** The City of Las Vegas shall receive \$40,000 for oversight activities for the Yucca Mountain Program coming to the City in discretionary funds.

The total budget for oversight activities conducted in accordance with Tasks A, B, C, D, E & F under this Agreement is not to exceed **\$40,000**. Specific amounts may be budgeted by the City for each task. Task budgets are intended for guidance only and the City may move monies from one task to another without prior approval of Clark County Nuclear Waste Division.

TOTAL DISCRETIONARY BUDGET

\$40,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: DETENTION AND ENFORCEMENT

DIRECTOR: MICHAEL SHELDON

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CONSENT

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DISCUSSION

SUBJECT:

Approval to accept grant funds in the amount of \$55,835 from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP), as reimbursement of monies used to house Immigration and Customs Enforcement (ICE) inmates

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Detention Operations

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP) has approved a Federal Grant, Award Number 2004-AP-BX-0422, through the U.S. Department of Justice to the City of Las Vegas, Department of Detention and Enforcement, for establishing reimbursement of monies used to house ICE inmates (Immigration and Customs Enforcement) born outside the United States. A total of \$55,835 has been appropriated for this project. There will be no fiscal impact to the City of Las Vegas. No personnel costs will be incurred.

RECOMMENDATION:

Approve

BACKUP DOCUMENTATION:

1. Grant Application
2. Notification of Award

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958



U.S. Department of Justice

Bureau of Justice Assistance

2004 SCAAP Application

Applicant/Organization Information

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

CEO for Jurisdiction

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

Fax: (702) 385-7960 Email: OGoodman@lasvegasnevada.gov

Alternate Contact Information

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

Fax: (702) 386-7070 Email: WGriffin@lasvegasnevada.gov

Authorized Signing Authority

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

Fax: (702) 386-7070 Email: WGriffin@lasvegasnevada.gov



U.S. Department of Justice

Bureau of Justice Assistance

2004 SCAAP Application

Correctional Facility(ies) Information

Correctional Officer Information

Please report the maximum number of permanent full-time correctional officers your facility(ies) has employed during the reporting period: 167

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

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

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

Total number of correctional officers your facility(ies) has employed during the reporting period: (calculated from above) 167

Please sum the earnings of all the above correctional officers here. \$9,354,258
This is the total salary cost for the period:

Facility(ies) Information

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

Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period: 355,524

Karl Kuopus

Subject: FW: SCAAP Awards Announced

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

From: SCAAP [mailto:SCAAP@ojp.usdoj.gov]

Sent: Wednesday, June 23, 2004 6:25 AM

To: SCAAP

Subject: SCAAP Awards Announced

The Bureau of Justice Assistance has posted the FY2004 State Criminal Alien Assistance Program awards and the details of the Immigration and Customs Enforcement inmate data vetting process.

Both files can be accessed at <http://www.ojp.usdoj.gov/BJA/grant/scaap.html>

In the next few days, we will send additional information about the drawdown and payment process, which is managed through the online Grants Management System.

Any changes to your email or contact information must be handled through GMS by updating your user profile. Password and access issues to GMS may be referred to the GMS Help Desk at 888-549-9901, option 3.

Thank you for your continuing patience.

**The SCAAP Team
Bureau of Justice Assistance**

This e-mail message has been scanned, verified & archived by
Department of Justice - Office of Justice Programs
mail content filtering systems.

6/24/2004

Jurisdiction Name	State	Award Number	Award Amount	Point of Contact Title	Point of Contact Name	Point of Contact Email	Point of Contact Phone
Quay County	NM	2004-AP-BX-0744	\$1,397	Administrator	Elebario, Anthony	tembar51@hotmail.com	(505) 461-4664
Roosevelt County	NM	2004-AP-BX-0386	\$5,107	Asst. Administrator	Martinez, Bennie	bmartinez@yucca.net	(505) 356-6871 x403
Sierra	NM	2004-AP-BX-0398	\$4,720	Executive Director	FLAMING, TAMMY	sc_tammy@riolink.com	(505) 894-6215 x103
State of New Mexico	NM	2004-AP-BX-0231	\$193,023	Prosecutor	Prescott, Carolyn	carolyn.prescott@state.nm.us	(505) 827-8653
\$679,399							
City of Las Vegas	NV	2004-AP-BX-0422	\$55,835	Deputy Director	Griffin, Wayne	WGriffin@lasvegasnevada.gov	(702) 229-2539
City of North Las Vegas	NV	2004-AP-BX-0501	\$66,221	Corrections Administrative Coordinator	Gillenwater, Paul G.	Gillenwaterp@ci.north-las-vegas.nv.us	(702) 633-2258
Clark County	NV	2004-AP-BX-0486	\$1,486,607	Corrections Officer	Burritt, James	J4848B@lvmppd.com	(702) 455-5139
County of Carson City	NV	2004-AP-BX-0040	\$31,104	Business Manager	Heath, Kathie	KHeath@ci.carson-city.nv.us	(775) 887-2020 x1100
County of Churchill	NV	2004-AP-BX-0357	\$12,465	Sheriff	Ingram, Richard	sheriff@cccomm.net	(775) 423-3116
County of Douglas	NV	2004-AP-BX-0114	\$4,871	Financial Manager	Chichester, Ross	rchichester@co.douglas.nv.us	(775) 782-9900
County of Esmeralda	NV	2004-AP-BX-0186	\$4,182	Sergeant	Knight, Michelle	ecso@lnett.com	(775) 485-6370
County of Eureka	NV	2004-AP-BX-0179	\$3,240	Jail Sergeant	Sanders, Kenny	KSanders.ecso@eurekanv.org	(775) 237-5330
County of Humboldt	NV	2004-AP-BX-0561	\$18,506	Sheriff	Hill, Gene	h110@hcsnv.com	(775) 623-6419
County of Lyon	NV	2004-AP-BX-0187	\$9,471	Detention Lieutenant	Heston, Kathy	kheston@lyon-county.org	(775) 463-6615
County of Nye	NV	2004-AP-BX-0566	\$9,612	Administrative Captain	Sullivan, Gus	ncso-beatty@beattynv.com	(775) 553-2345
County of Storey	NV	2004-AP-BX-0111	\$0	County Commissioner	Kershaw, Robert	storeyco@reno.quik.com	(775) 847-0968
County of Washoe	NV	2004-AP-BX-0303	\$477,898	Administrative Assistant I	Cummings, Tami	tcummings@mail.co.washoe.nv.us	(775) 328-2884
Elko County	NV	2004-AP-BX-0563	\$21,463	Office Manager	Stewart, Peggy	pstewart@elkocountynv.net	(775) 777-2525
Pershing County	NV	2004-AP-BX-0683	\$6,790	Sergeant	Murphy, Daniel	dmurphy@pershingcounty.net	(775) 273-2641
State of Nevada	NV	2004-AP-BX-0458	\$1,383,439	Chief, Fiscal Services	Bagwell, Lorraine	lbagwell@ndoc.state.nv.us	(775) 887-3328
\$3,591,704							
County of Albany	NY	2004-AP-BX-0434	\$23,195	Director of Correctional Facility Operati	Kane, Mary Ellen	mkane@albanycounty.com	(518) 869-2605
County of Broome	NY	2004-AP-BX-0435	\$39,129	Sheriff	Harder, David	bosborn@co.broome.ny.us	(607) 778-2492
County of Cayuga	NY	2004-AP-BX-0693	\$2,559	LIEUTENANT	MACK, JOHN	jmack@cayugacounty.us	(315) 253-1699
County of Chautauqua	NY	2004-AP-BX-0631	\$5,611	Sheriff	Gerace, Joseph A	geracej@officeofthesheriff.com	(716) 753-4900
County of Chemung	NY	2004-AP-BX-0282	\$4,724	Admin. Assistant	Jacobus, Laura	ljacobus@co.chemung.ny.us	(607) 737-2863
County of Clinton	NY	2004-AP-BX-0201	\$3,453	Jail Administrator	Smith, Michael	Smithmi@co.clinton.ny.us	(518) 561-1810
County of Dutchess	NY	2004-AP-BX-0268	\$65,050	Jail Business Manager	Boehm, Ann	aboehm@co.dutchess.ny.us	(845) 486-3910
County of Erie	NY	2004-AP-BX-0198	\$54,067	Deputy	Jerge, Irene	jergeri@bflco.erie.ny.us	(716) 858-2845
County of Franklin	NY	2004-AP-BX-0716	\$17,480	Undersheriff	Jock, Gerald	lperry@co.franklin.ny.us	(518) 483-3304
County of Fulton	NY	2004-AP-BX-0319	\$0	Jail Administrator	Benedict, Randy	rbenedict@co.fulton.ny.us	(518) 736-2121
County of Genesee	NY	2004-AP-BX-0323	\$2,614	Sheriff	Maha, Gary	gmaha@co.genesee.ny.us	(585) 345-3000 x237
County of Greene	NY	2004-AP-BX-0676	\$10,278	Honorable	Fitmaurice, William	gcj@mbonline.net	(518) 943-3302 x21
County of Herkimer	NY	2004-AP-BX-0460	\$145	Corrections Sergeant	Adams, Thomas	tadams@herkimercounty.org	(315) 867-1252
County of Jefferson	NY	2004-AP-BX-0390	\$4,204	Lieutenant	Pierce, Donald	donaldp@co.jefferson.ny.us	(315) 786-2664
County of Livingston	NY	2004-AP-BX-0048	\$1,273	Corporal	Lubanski, Donald	dlubanski@co.livingston.ny.us	(585) 243-7180
County of Madison	NY	2004-AP-BX-0533	\$0	Sheriff	Cary, Ronald	sheriff@co.madison.ny.us	(315) 366-2318
County of Monroe	NY	2004-AP-BX-0005	\$46,565	Director of Rehabilitation	Ignarri, Edward	eignarri@monroecounty.gov	(585) 428-3145
County of Montgomery	NY	2004-AP-BX-0236	\$1,099	Jail Administrator	Franko, Michael	mfranko@co.montgomery.ny.us	(518) 853-5518
County of Niagara	NY	2004-AP-BX-0512	\$27,469	Tech Sergeant	Trapasso, Samuel D	sam.trapasso@niagaracounty.com	(716) 438-3380
County of Oneida	NY	2004-AP-BX-0568	\$9,014	Chief of Corrections	Chapple, William A.	wachapple@co.oneida.ny.us	(315) 765-2242
County of Onondaga	NY	2004-AP-BX-0644	\$14,016	Captain	Gratien, Roy	RoyGratien@ongov.net	(315) 435-1708
County of Ontario	NY	2004-AP-BX-0497	\$15,237	Fiscal Manager	Youngs, Shelly	shelly_youngs@co.ontario.ny.us	(585) 396-4636
County of Orange	NY	2004-AP-BX-0285	\$142,163	Captain	Bennett, Jacqueline	jbennett@co.orange.ny.us	(845) 291-4065 x00000
County of Orleans	NY	2004-AP-BX-0101	\$6,699	Jail Superintendent	Hale, Kevin E	ocjail@orleansny.com	(716) 589-4310

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

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CONSENT

☐

DISCUSSION

SUBJECT:

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

Fiscal Impact

☐

No Impact

Amount: \$61,629,911.49

☒

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 06/01/04 - 06/15/04

Total Services and Materials Checks	\$	15,780,375.73
Total Payroll Checks	\$	5,531,137.66
Total Wire Transfers	\$	40,318,398.10

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

City of Las Vegas

Summary of Cash Expenditures

For period of 12/16/03 - 12/31/03

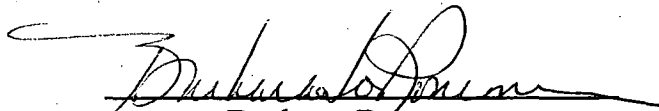
Total Services & Materials Checks :	\$15,780,375.73
Total Payroll Checks:	\$5,531,137.66
Total Wire Transfers:	\$40,318,398.10

Grand Total:	\$61,629,911.49

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.

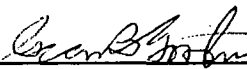


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On June 16, 2004, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to transfer \$111,000 in funding from the Fort Apache/Elkhorn Park project to the Patriot Park Lighted Tennis Court project (Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$111,000

☒

Budget Funds Available

Dept./Division: Finance and Business Services

☐

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

Addition funding in the amount of \$111,000 for the Patriot Park Lighted Tennis Court project is being requested to cover the cost of a new, lighted tennis court, placement of additional park signs and a concrete dedication plaque monument. Fort Apache/Elkhorn Park has uncoded, uncommitted residential construction tax funding of \$1,600,000 available for reallocation. Projects identified as complete will be removed and will not appear on the next published listing.

RECOMMENDATION:

Staff recommends a transfer of funds from the Fort Apache/Elkhorn Park project to the Patriot Park Lighted Tennis Court project in an amount totaling \$111,000.

BACKUP DOCUMENTATION:

Parks In Progress listing

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS with MACK abstaining on Item 52** because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**City of Las Vegas
Parks in Progress
Council Actions**

Park/Facility	Project to Date Funding as of 5/18/04	City Council Agenda	Total	Status
Alexander Hualapai Park	22,627,542		22,627,542	
Artificial Turf Program	1,000,000		1,000,000	
Bennett YMCA Aquatics Center	3,500,000		3,500,000	
Bonanza Sandhill Ballfields	2,900,000		2,900,000	Complete
Bonanza Trail Construction	12,120,000		12,120,000	
Boulder Plaza Park	-		-	
Centennial High School Ballfield Lighting	300,000		300,000	
Centennial Hills - Phase I	9,430,000		9,430,000	
Centennial Hills Leisure Center	23,100,000		23,100,000	
Centennial Hills Multi-Use Trail Segments	740,000		740,000	
Centennial Hills Park Trail	440,000		440,000	
Charleston Heights Arts Center	723,037		723,037	Complete
Charleston Heights Community School Modular	325,000		325,000	
Charleston Heights Neighborhood Preservation Park	1,650,000		1,650,000	
Chuck Minker Racquetball Court Conversions	205,000		205,000	
Cultural Corridor Trails	-		-	
Doolittle Community Center & Park	11,884,282		11,884,282	Complete
Doolittle Complex Upgrades	250,000		250,000	
East Las Vegas Community Ctr	8,613,005		8,613,005	Complete
East Las Vegas Community Ctr Upgrades	350,000		350,000	
El Campo Grande	1,500,000		1,500,000	
Equestrian Park	500,000		500,000	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fort Apache/Elkhorn Park	1,600,000	(111,000)	1,489,000	
Fountain Park Upgrades	9,297,006		9,297,006	
Freedom Park Pool & Bathhouse	3,300,000		3,300,000	
Freedom Park Master Plan	750,000		750,000	
Harmony Park	150,000		150,000	
Hills Park	40,000		40,000	
Huntridge Circle Park Renovation	1,750,000		1,750,000	Complete
Iron Mountain Fort Apache Park	700,000		700,000	
La Madre Mountain Trailhead	3,900,000		3,900,000	
Las Vegas Wash Trail	1,920,000		1,920,000	
Las Vegas Senior Center Parking Lot	200,000		200,000	
Lied Community School Modular	50,000		50,000	Complete
Lone Mountain Trail Trailhead	1,500,000		1,500,000	
Lone Mountain West #2 Park - Gilmore Cliff Shadow	278,000		278,000	
Lone Mountain Trail System - Phase I	3,200,000		3,200,000	
Lorenzi Park Upgrades	580,000		580,000	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
Mirabelli Park	965,000		965,000	Complete
Mirabelli Senior Ctr	1,470,000		1,470,000	Complete
Molasky Community School Modular	355,000		355,000	
Mountain Ridge - Phase IV	2,495,000		2,495,000	
90 miles Multi-use Trails & Trailheads	4,300,000		4,300,000	
Multi-use Transportation Trails	-		-	
Neon Boneyard Park	-		-	
NW Regional Open Space Plan	250,000		250,000	
Patriot Park Lighted Tennis Court	100,000	111,000	211,000	
Police Memorial - Phase II	1,000,000		1,000,000	
Post Office Building	1,457,000		1,457,000	
Prehistoric Riverbed Preservation	3,800,000		3,800,000	
Stupak Community Center Demolish & Rebuild	700,000		700,000	
Tenaya/Washington Park	1,105,000		1,105,000	
Veterans Memorial Pool Cover	-		-	
Vocational High School Sports Complex	2,430,000		2,430,000	
Washington/Bufalo Park - Phase I	40,700,000		40,700,000	
	200,335,872	-	200,335,872	

Note: Completed projects will be removed from the list for the next Parks In Progress publication.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the City of Las Vegas Debt Management Policy and Indebtedness Report as of June 30, 2004

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

NRS 350.013 requires that the City of Las Vegas file an annual debt management policy addressing the City's ability to afford existing debt, the capacity for future debt, the general obligation debt payable from ad valorem (property) taxes, and various other analyses. In compliance with this statute, the attached Debt Management Policy and Indebtedness Report is provided for your review and approval.

RECOMMENDATION:

Staff recommends approval of the Debt Management Policy and Indebtedness Reports.

BACKUP DOCUMENTATION:

1. City of Las Vegas Debt Management Policy - June 30, 2004
2. City of Las Vegas Indebtedness Reports - June 30, 2004

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

CITY OF LAS VEGAS



DEBT MANAGEMENT POLICY

AS OF JUNE 30, 2004

CITY OF LAS VEGAS

DEBT MANAGEMENT POLICY

June 30, 2004

CITY COUNCIL

Oscar B. Goodman, Mayor

Gary Reese, Mayor Pro-Tem

Larry Brown

Michael Mack

Lawrence Weekly

Janet Moncrief

CITY OFFICIALS

Douglas A. Selby, City Manager

Steven P. Houchens, Deputy City Manager

Elizabeth N. Fretwell, Deputy City Manager

Mark R. Vincent, Finance Director

Michael K. Olson, City Treasurer

EXECUTIVE SUMMARY

The Citizens' Priority Advisory Committee (CPAC) approved this format of the City of Las Vegas Debt Management Policy in FY 2001. State statutes require the City to annually update and submit the Debt Management Policy to the City Clerk, the Clerk of the Debt Management Commission and the State Department of Taxation.

The Debt Management Policy (the "Policy") is comprised of **Debt Capacity Analysis** and **Debt Issuance Policy**. The Policy serves as a guide for determining the City's use of debt financing as a funding alternative for capital projects and establishes guidelines for the issuance of debt.

Debt Capacity Analysis - The Debt Capacity Analysis reviews the City's existing and proposed indebtedness to assess the City's ability to repay the existing and proposed indebtedness. To secure an accurate picture of the full debt for which City taxpayers are responsible, the City utilizes a Net Tax Supported Debt calculation. This calculation includes three debt capacity measurements (Gross Direct Debt, Net Direct Debt and Overall Net Debt), which are defined in the section entitled "Definition of Net Tax Supported Debt." The overall net debt within the City (which represents a total measurement of debt burden on the tax base) is \$857,878,796 as of June 30, 2004. A strong debt capacity position allows the City to maintain debt obligations with the highest credit quality.

Debt Issuance Policy - The Debt Issuance Policy establishes guidelines for the issuance of debt. The Department of Finance is the initial coordinator of all bond issue requests. The Debt Issuance Policy identifies the types of financings allowed, optimal terms and permitted use of financing methods. The Debt Issuance Policy is a useful tool for the effective coordination of City debt financing.

Debt Limitations - State statutes limit the volume of indebtedness allowed and the City has consistently complied with all statutory debt limitations. The City's unused statutory debt capacity is \$2,183,536,653 or approximately 85% of total statutory debt capacity. A discussion of legal debt limitations is included in the section entitled "Statutory Debt Capacity."

Credit Rating - Credit ratings indicate to potential buyers whether a governmental entity is considered a good credit risk. Credit ratings issued by the bond rating agencies are a major factor in determining the cost of borrowed funds in the municipal bond market. Fitch Ratings, Moody's Investors Service and Standard & Poor's are three of the principal rating agencies for municipal debt. The City's General Obligation bond ratings are AA, by Fitch Ratings Aa3, by Moody's Investors Service, AA-, by Standard & Poor's.

Amended SEC Rule 15c2-12 - The City revised the Policy to comply with Amended SEC Rule 15c2-12 (the "Rule") by providing secondary market disclosure for all long-term debt obligations that are subject to the Rule. The City has annual financial information to all nationally recognized municipal securities repositories pursuant to the Rule. A description of the City's policy for compliance is included in the Debt Issuance Policy.

The City will continue to be proactive in planning for the capital improvement and infrastructure needs of its dynamic community. Conformance with the guidelines summarized herein will ensure the City's ability to retain its positive long-term debt rate, thereby providing public services that meet the demanding needs of an expanding population base.

TABLE OF CONTENTS

	<u>Page</u>
EXECUTIVE SUMMARY	
DEBT CAPACITY ANALYSIS	1
General Policy Statement	1
Current Debt Position Summary	2
Calculation of Net Tax-Supported Debt.....	3
Tax Supported Debt Burden	7
General Obligation Debt Comparison	8
Resources Available for Future Debt Issuance	9
Economic and Demographic Growth	10
Property Tax Supported Debt	12
Property Tax Rate	12
Consolidated Tax backed debt	13
Sewer Revenue backed debt.....	14
City Debt Service and Reserve Funds	15
Possible Future City Capital Projects.....	15
Statutory Debt Capacity	15
City Debt Trends	16
Preliminary Summary and Conclusion	17
Summary of Debt Capacity Analysis Policies	17
DEBT ISSUANCE POLICY	
Administration of Policy	17
Initial Review and Communication of Intent.....	18
Debt Management Commission.....	18
Types of Debt	18
Debt Structuring	20
Secondary Market Disclosure	21
Method of Sale	21
Underwriter Selection for Negotiated Sale	22
Underwriting Spread	23
Establishment of a Selling Group	23
Priority of Orders	23
Retentions	23
Allocation of Bonds	23
Miscellaneous	23
Summary of Debt Issuance Policies	23
Five-Year Operating Tax Rate Forecast.....	24
Procedures for Debt Issuance Timetables	25
DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES.....	28
ECONOMIC DEVELOPMENT REVENUE BOND POLICY & GUIDELINES	34

TABLES

	<u>Page</u>
Direct Net Debt	3
Composition of Direct Net Debt	5
Indirect Net Tax Debt	6
Tax-supported Debt Position	7
Existing Net Tax Supported Debt Burden.....	8
Debt Ratio Comparisons	9
Direct Net Debt	10
Outstanding Principal Repayment.....	10
Six-year Record of Assessed Valuation.....	11
Property Tax Supported Debt	12
Debt Service Payments for	
Property Tax Supported Debt	12
Consolidated Tax-Supported Bonds	13
Consolidated Tax Supported Bonds	
Debt Service Requirements And Pledged Revenues	13
Sewer Revenue-Supported Bonds.....	14
Sewer Revenue-Supported Bonds	
Debt Service Requirements and Pledged Revenues.....	14
Possible City Capital Projects Requiring Long-term Financing	
Repayment Sources Identified	15
Statutory Debt Capacity	15
Historical And Projected	
Net Direct Tax Supported Debt Trends	16
Five-Year Operating Tax Rate Forecast.....	24

DEBT CAPACITY ANALYSIS

General Policy Statement

The purpose of the City Debt Capacity Analysis is to manage the volume of City debt obligations and maintain the City's ability to incur debt and other long-term obligations at favorable interest rates for capital improvements, facilities, and equipment that are beneficial to the City and necessary for essential services.

Analysis of the City's debt position is important, as growth in the City has resulted in an increased need for capital financing. The Debt Capacity Analysis is premised on the idea that resources, as well as needs, should drive the City's debt issuance program. Proposed long-term financings are linked with the economic, demographic and financial resources expected to be available to pay for that debt. The primary emphasis of the analysis is the impact of the City's projected capital financing requirements on the credit quality of its debt obligations. The City strives to ensure that, as it issues further debt, its credit quality and market access will not be impaired. However, overemphasis on debt ratios is avoided because they are but one of many factors which influence bond ratings. Long-term financing is used only after considering alternative funding sources, such as project revenues, Federal and State grants and special assessments.

Debt Capacity Guidelines

- The City's Direct Net Tax-Supported Debt shall be maintained at a level considered manageable by the rating agencies based upon current economic conditions including, among others, population, per capita income and assessed valuation.
- The Department of Finance shall structure all long-term debt with prepayment options except when alternative structures are more advantageous to the City. The City will consider prepaying or defeasing portions of outstanding debt when available resources are identified.
- For bonds repaid solely with property taxes, the Department of Finance will strive for a debt service fund balance in an amount not less than the succeeding year's principal and interest requirements. The reserve fund requirements for other bond issues will be set forth in their respective bond covenants.
- The City will install a mechanism whereby as Consolidated Tax backed debt service reaches 90% of the state mandated threshold of 15% of Consolidated Taxes, additional reviews and restrictions are instituted.
- Before approval is obtained for any new debt issuance, an amended Capital Improvement Plan must be created and approved.
- The Department of Finance shall update the City's Debt Capacity Analysis annually.

Current Debt Position Summary

The City analyzes debt levels as they relate to the tax base. Specific debt calculations (defined below) are used to determine various debt levels and ensure that levels remain "manageable". Moody's Investors Service, Standard and Poor's, and Fitch Ratings have characterized The City's debt position as "modest" or "moderate" when compared to other similar entities, and consider the City's debt burden as "manageable" while maintaining a strong positions due to its strong tax base growth. The following are definitions of the Net Tax Supported Debt calculations:

Net Tax Supported Debt A calculation of indebtedness, which takes into account all bond issues supported by tax revenues. Such debt is known as Net Tax-Supported Debt. Net Tax Supported Debt is comprised of Gross Direct Debt, Direct Net Debt and Indirect Net Debt, as defined below:

Direct Net Debt A calculation of indebtedness that consists of debt serviced from the City's governmental funds or other funds that receive revenues from general City taxes including ad valorem property tax, room tax, sales tax and gasoline tax.

Indirect Net Debt- A calculation of the Direct Net Debt paid by City residents to governmental agencies whose jurisdictions overlap the City's boundaries.

Overall Net Debt- The combination of Direct Net Debt and Indirect Net Debt. The indebtedness calculation is the most useful to rating agencies as it demonstrated the total debt burden on the City's tax base.

The table on the following page lists the outstanding Direct Net Debt of the City as of June 30, 2004.

DIRECT NET DEBT

June 30, 2004

As of June 30, 2004

DIRECT NET TAX SUPPORTED DEBT	Issue Date	Original Amount	Outstanding Amount	Retirement Date
<i>Ad Valorem Tax / Debt Rate¹:</i>				
Fire Refunding Bonds	02/06/2002	\$4,410,000	\$3,605,000	03/01/2008
<i>Ad Valorem Tax / Operating Rate²:</i>				
Park Medium Term Bonds	08/15/1999	25,000,000	19,285,000	08/01/2009
Public Safety Medium Term Bonds	04/01/2001	22,500,000	<u>19,060,000</u>	10/01/2011
	Subtotal:		38,345,000	
<i>General Fund / Full Faith & Credit:</i>				
Park/Recreation Bonds	01/01/2004	20,000,000	20,000,000	01/01/2014
Detention Center Refunding MT Bonds	06/01/2003	3,375,000	2,285,000	06/01/2006
Recreation Bonds	02/01/1997	10,500,000	3,710,000	02/01/2007
Building Medium Term Bonds	11/01/2000	8,000,000	6,165,000	08/01/2010
Parking Garage Medium Term Bonds	06/01/2000	7,500,000	5,105,000	06/01/2010
Medium Term Housing Note	11/26/2003	2,000,000	<u>1,754,052</u>	10/01/2007
	Subtotal:		39,019,052	
<i>General Fund / Consolidated Tax / Ad Valorem³:</i>				
Redevelopment Project Refunding Bonds	06/01/2003	3,585,000	2,415,000	06/15/2006
Various Purpose Medium Term Bonds - B	11/15/1997	10,000,000	4,550,000	11/1/2007
Parking Bonds (City Hall Expansion)	12/01/2002	25,000,000	<u>25,000,000</u>	12/01/2032
	Subtotal:		31,965,000	
<i>Room Tax / Ad Valorem³:</i>				
Fremont Street Refunding Bonds	02/06/2003	12,535,000	12,165,000	07/01/2015
Transportation Improvement Refunding Bonds	12/04/2002	5,100,000	<u>5,100,000</u>	07/01/2009
	Subtotal:		17,265,000	
<i>Enterprise Fund / Consolidated Tax / Ad Valorem³:</i>				
Redevelopment Project Bonds Series A	11/01/1998	17,000,000	12,540,000	05/01/2012
Redevelopment Project Bonds Series B	11/01/1998	15,000,000	15,000,000	05/01/2018
Parking Bonds	10/01/1999	10,000,000	<u>9,145,000</u>	06/01/2019
			36,685,000	
<i>Enterprise Fund / Ad Valorem³:</i>				
Sewer Refunding Bonds	01/01/1997	35,680,000	34,025,000	10/01/2012
Sewer Bonds	11/01/1997	35,000,000	27,680,000	10/01/2017
Sewer & Flood Control Bonds	04/01/2001	55,000,000	48,185,000	04/01/2021
Golf Course Bonds	11/01/2001	12,000,000	11,655,000	12/01/2021
Sewer Refunding Bonds	12/04/2002	18,675,000	<u>15,910,000</u>	01/01/2009
	Subtotal:		137,455,000	

DIRECT NET TAX SUPPORTED DEBT:

304,339,052

(continued next page)

June 30, 2004

DIRECT NET DEBT

As of June 30, 2004

	Original Amount	Outstanding Amount	
<i>Assessment Districts / Ad Valorem</i>			
Total outstanding assessment bonds ⁴	\$8,251,000	\$5,582,000	various
Total outstanding assessment interim warrants ⁵	8,240,000	<u>374,226</u>	various
		6,156,226	
TOTAL DIRECT NET TAX SUPPORTED DEBT:		<u>\$ 310,295,278</u>	

¹Supported by a dedicated, ad valorem tax.

²Supported by the full faith and credit of the City; Ad Valorem is a secondary pledge.

³General Obligation bonds additionally secured by pledged revenues; if revenues are not sufficient, the City is obligated to pay the difference: between such revenues and debt service requirements of the respective bonds.

⁴Secured by assessments against property improved, the City's General Fund and taxing power are contingently liable if collections of assessments are insufficient. There are currently assessment district bond issues outstanding with various retirement dates extending to June 1, 2023.

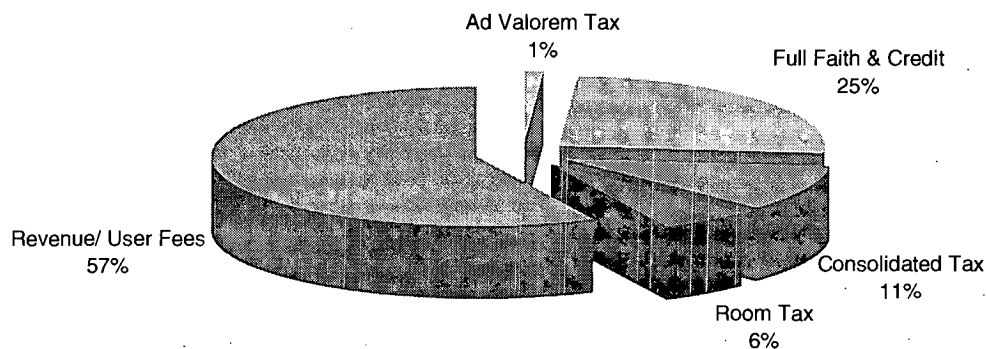
⁵Secured by the City's General Fund and taxing power. The City anticipates refunding the interim warrant by issuing assessment bonds when the assessment ordinances are adopted and the assessments levied. The interim warrant has provided construction financing for Special Improvement District's 1487,1493,1503,1502.

SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

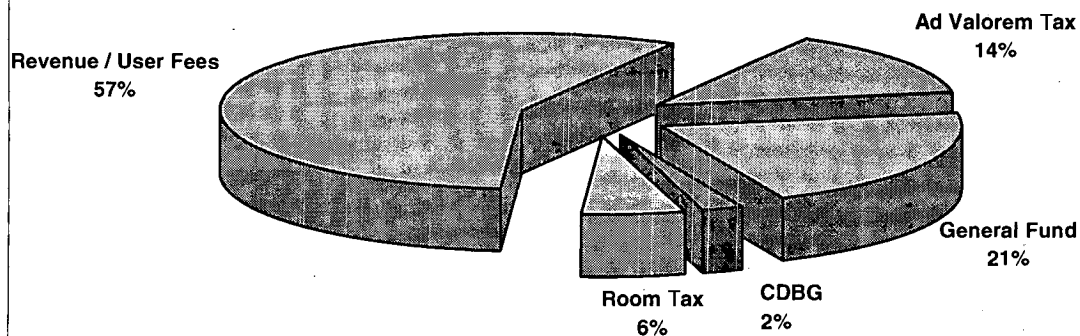
COMPOSITION OF OUTSTANDING DIRECT NET DEBT

By Repayment Source – Pledged and Actual
As of June 30, 2004

Debt Pledged by Revenue Source



Debt by Intended Repayment Source



June 30, 2004

The following table illustrates the City's Indirect Net Tax Debt:

INDIRECT NET TAX DEBT
As of June 30, 2004

	Overlapping Total General Obligation Indebtedness	Presently Self-Supporting General Obligation Indebtedness	Net Direct General Obligation Indebtedness	Percent Applicable ^{1/}	Overlapping Net General Obligation Indebtedness ^{2/}
Clark County	\$ 2,071,090,000	\$ 1,921,705,000	\$ 149,385,000	25.35%	\$ 37,875,580
Clark County School District	2,854,099,191	706,490,000	2,147,609,191	25.35%	544,512,118
Las Vegas Valley Water District	1,419,670,000	1,419,670,000	0	25.55%	0
Las Vegas-Clark County Library District	47,600,000	0	47,600,000	30.89%	14,702,157
State of Nevada	2,540,566,245	1,557,865,000	982,701,245	18.30%	179,819,889
TOTAL					\$ 776,909,744

1/ Based on a ratio of the 2005 assessed valuation (as of March 26, 2004) in the respective jurisdiction.

2/ Applicable Net Overlapping General Obligation Indebtedness equals total existing general obligation indebtedness less presently self-supporting general obligation indebtedness times percent applicable.

Source: Compiled by Nevada State Bank Public Finance

Calculation of Net Tax-Supported Debt

Shown below is a record of City of Las Vegas tax-supported debt position.

TAX-SUPPORTED DEBT POSITION City of Las Vegas, Nevada As of June 30, 2004

Fiscal Year Ended June 30	Gross Direct Debt ^{1/}	Less: Self-Supporting Debt	Direct Net Tax Debt ^{2/}	Indirect Net Tax Debt ^{3/}	Overall Net Tax Debt ^{4/}
1995	\$156,295,000	\$137,140,000	\$19,155,000	\$392,456,684	\$411,611,684
1996	157,995,000	141,215,000	16,780,000	484,364,260	501,144,260
1997	172,090,000	136,845,000	35,245,000	628,861,326	664,106,326
1998	203,030,000	173,820,000	29,210,000	629,235,415	658,445,415
1999	227,340,000	194,650,000	32,690,000	662,639,672	695,329,672
2000	244,915,000	191,985,000	52,930,000	659,909,785	712,839,785
2001	313,590,000	234,375,000	79,215,000	637,384,072	716,599,072
2002	305,680,000	231,415,000	74,265,000	744,595,778	818,860,778
2003	307,765,000	240,050,000	67,715,000	406,932,338	474,647,338
2004	304,339,052	223,370,000	80,969,052	776,909,744	857,878,796

- 1/ Includes all City tax supported debt in addition to all self-supporting debt. See the table entitled "DIRECT NET DEBT".
- 2 Reflects the Total Direct Debt less the Self-Supporting Debt. See the table entitled "DIRECT NET DEBT".
- 3 Includes the indebtedness of all entities whose boundaries overlap the City's. See the table entitled "INDIRECT NET TAX DEBT".
- 4/ Includes Direct Net Tax Debt and Indirect Net Tax Debt.

SOURCE: City of Las Vegas, Nevada – Department of Finance and Business Services

Tax Supported Debt Burden

The following table shows the Direct Net Debt and Overall Net Debt ratios for the City.

EXISTING NET TAX SUPPORTED DEBT BURDEN

City of Las Vegas, Nevada Debt Position:

Gross Direct Debt:	\$304,339,052
less: Self-Supporting Debt:	<u>223,370,000</u>
Direct Net Debt:	80,969,052
Indirect (Overlapping) Net Debt:	<u>776,909,744</u>
Overall Net Debt:	<u>\$857,878,796</u>

City of Las Vegas, Nevada Debt Ratios:

Direct Net Debt to Taxable-Value:	\$.09
Direct Net Debt Per Capita:	\$153.17
Overall Net Debt to Taxable-Value:	\$.067
Overall Net Debt Per Capita:	\$1,622.87

Debt Retirement

14% of direct net debt is paid off in 5 years.

57% of direct net debt is paid off between 5 and 10 years.

29% of direct net debt is paid off in more than 10 years.

As of June 30, 2004

Source: City of Las Vegas, Nevada - Department of Finance and Business Services

Based upon FY 2004 Taxable Value - \$12,717,378,524

Source: Nevada Department of Taxation as of March 15, 2004

Population: 528,617

Source: State of Nevada Demographer

In addition to showing the relative position of the City, these ratios indicate the significant impact of overlapping debt (See the "INDIRECT NET TAX DEBT") on the City's overall debt position. As can be seen in the calculation of overlapping debt shown earlier, overlapping jurisdictions include the school district, the State of Nevada, Clark County and other jurisdictions over which the City has little control. Nonetheless, the debt issuance of these governments directly impacts the overall net direct tax-supported debt position of the City.

General Obligation Debt Comparison

A comparison of the voter approved general obligation debt that is payable from ad valorem taxes is shown below. Also shown is a comparison of the voter approved general obligation debt per capita as compared with the average for such debt of other municipalities, as well as an illustration of debt that is payable from ad valorem taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality.

DEBT RATIO COMPARISONS as of June 30, 2004

Municipality	Total General Obligation Debt ^{1/}	Estimated Fiscal Year 2003 Population ^{2/}	Fiscal Year 2005 Assessed Value ^{3/}	General Obligation Debt Per Capita	General Obligation Debt as a % of Assessed Value
Carson City	\$ 84,172,636	55,220	\$ 1,125,818,236	\$ 1,524.31	7.48
Henderson	292,831,670	217,448	7,567,061,928	1,346.67	3.87
Clark County School District	2,854,099,191	1,620,748	50,158,588,051	1,760.98	5.67
North Las Vegas	98,389,000	146,005	3,318,379,189	673.87	2.96
Clark County	2,071,090,000	1,620,748	50,158,588,051	1,277.86	4.12
Las Vegas	304,339,052	528,617	12,717,378,524	575.73	2.39
Reno	109,744,000	195,727	5,105,374,124	560.70	2.15

1/ Outstanding as of June 30, 2004; does not include lease/purchase agreements, assessment bonds, or proposed bonds.

2/ Source: State of Nevada Demographer.

3/ Source: Nevada Department of Taxation as of March 15, 2004 (excludes Redevelopment Agencies).

SOURCE: Compiled by Nevada State Bank Public Finance

Resources Available for Future Debt Issuance

The City's ability to meet its future debt obligations will primarily depend on financial and other economic resources available at that time. This analysis assumes a continuation of the current situation, particularly as to the City's tax structure and economic composition.

Available Revenue / Call Features - The City's long-term debt is sold with a prepayment option. When available revenues are identified, the Department of Finance should consider prepaying or defeasing portions of its outstanding debt.

Debt Retirements - One source from which the City can obtain debt capacity is through retirement of currently outstanding debt; that is, the scheduled repayment of existing obligations. As the City retires debt this amount becomes available as a resource for new debt issuance without adding to the City's existing debt position. The table on the following page illustrates the annual bond payments on the City's direct net tax-supported debt.

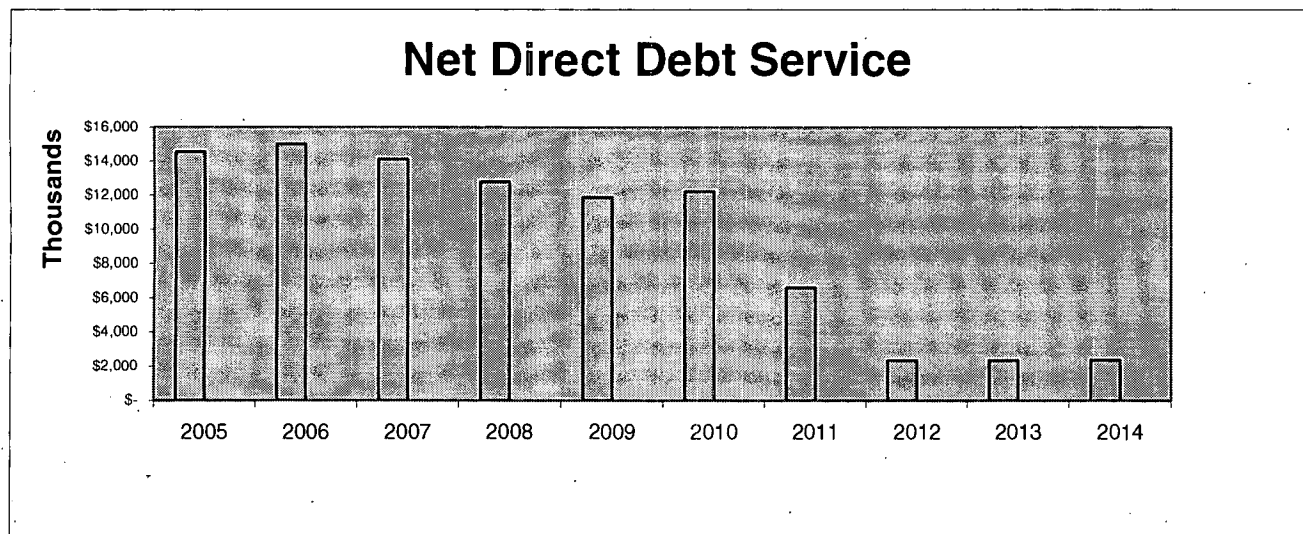
Growth in revenue dedicated to the repayment of bonds - As the City continues to experience growth in revenues used for the repayment of bonds, the available revenues may be utilized to support additional issuances of bonds in the future.

DIRECT NET DEBT
Debt Service Requirements
City of Las Vegas, Nevada
As of June 30, 2004

Fiscal Year Ending June 30	Principal	Interest	Total Debt Service
2005	\$ 11,260,767	\$ 3,282,042	\$ 14,542,809
2006	12,177,927	2,812,352	14,990,279
2007	11,775,391	2,320,300	14,095,691
2008	10,964,967	1,809,908	12,774,874
2009	10,540,000	1,331,878	11,871,878
2010	11,390,000	838,904	12,228,904
2011	6,165,000	417,442	6,582,442
2012	2,145,000	196,436	2,341,436
2013	2,220,000	122,730	2,342,730
2014	2,330,000	41,940	2,371,940
Total	\$ 80,969,052	\$13,173,931	\$94,142,983

See the table entitled "NET DIRECT DEBT"

OUTSTANDING DEBT REPAYMENT
DIRECT NET DEBT
As of June 30, 2004



SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

SIX YEAR RECORD OF ASSESSED VALUATION *
City of Las Vegas, Nevada

Fiscal Year Ended, June 30	1999	2000	2001	2002	2003	2004
City of Las Vegas	7,463,279,675	8,304,500,420	8,911,583,635	9,478,345,448	10,601,484,064	11,479,811,435
Percent Growth	8.09%	11.27%	7.31%	6.36%	11.85%	8.29%

SOURCE: City of Las Vegas, Department of Finance and Business Services

* - Excluding the City of Las Vegas Redevelopment Agency

This section discusses the ability of the City to afford the outstanding bonds paid from ad valorem tax revenues.

Economic and Demographic Growth

In addition to repayments of principal, debt capacity is created by demographic growth or increased economic activity. To the extent that these resources are expanding, and the City can capture that growth through increased tax revenues and assessed value growth.

A growing property base is an important resource for future debt issuance. The following table illustrates a record of the City's assessed valuation.

Property Tax Supported Debt

The City repays approximately 13.78% of its tax-supported debt with ad valorem property taxes. The following tables illustrate the outstanding bond issues currently being supported with ad valorem property taxes and the corresponding annual debt service for those issues.

PROPERTY TAX SUPPORTED DEBT City of Las Vegas, Nevada June 30, 2004

	Date Issued	Final Payment Date	Principal Amount	Amount Outstanding
Fire Refunding Bonds	12/06/2002	03/01/2008	\$ 4,410,000	\$ 3,605,000
Park Medium Term Bonds	08/15/1999	02/01/2010	25,000,000	19,285,000
Public Safety Medium Term Bonds	04/01/2001	04/01/2011	22,500,000	19,060,000
Total				<u>\$41,950,000</u>

DEBT SERVICE SCHEDULE Property Tax Supported Bonds As of June 30, 2004

Fiscal Year Ending June 30	Principal	Interest	Total Debt Service
2005	\$ 5,405,000	\$ 1,747,174	\$ 7,152,174
2006	5,900,000	1,523,594	7,423,594
2007	6,440,000	1,274,919	7,714,919
2008	7,030,000	994,901	8,024,901
2009	6,710,000	681,104	7,391,104
2010	7,395,000	361,671	7,756,671
2011	3,070,000	128,942	3,198,942
Total	<u>\$41,950,000</u>	<u>\$ 6,765,225</u>	<u>\$48,662,305</u>

SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

City of Las Vegas Property Tax Rate

The City anticipates levying a tax rate of \$.0077 cents for the repayment of voter-approved bonds for fiscal year 2005. This rate is estimated to provide sufficient revenue to make principal and interest payments due in fiscal year 2005, and if continued into the future, is projected to provide sufficient revenue to cover annual payments due on the bonds through their respective maturities. The City's debt levy is a function of the amount of annual debt service, assessed value growth, interest earnings and available balances. The City estimates that the tax rate levied for voter approved debt override should not exceed the current rate of \$.0950.

The City has budgeted for \$12,081,510 of revenue from the \$.0950 fire protection tax override. The City estimates that the revenues generated by this override will be sufficient to retire the outstanding bonds paid from these sources. The estimated fiscal year 2005 principal and interest requirements are \$3,177,221.

The following tables list the outstanding bonds secured by 15 percent of the Consolidated Tax Distribution or paid from the City General Fund:

CONSOLIDATED TAX-SUPPORTED BONDS

As of June 30, 2004

<u>Issue</u>	<u>Date Issued</u>	<u>Principal Amount</u>	<u>Amount Outstanding</u>	<u>Retirement Date</u>
Redevelopment Project Refunding Bonds	06/01/2003	\$3,585,000	\$2,415,000	06/15/2006
Various Purpose Bonds	11/15/1997	10,000,000	4,550,000	11/01/2007
Parking Bonds (City Hall Expansion)	12/01/2002	25,000,000	25,000,000	12/01/2032
Total General Fund			31,965,000	
Redevelopment Project Bonds Series A	11/01/1998	17,000,000	12,540,000	05/01/2012
Redevelopment Project Bonds Series B	11/01/1998	15,000,000	15,000,000	05/01/2018
Parking Bonds	10/01/1999	10,000,000	9,145,000	06/01/2019
Total Enterprise Funds			36,685,000	
Grand Total Consolidated Tax			\$68,650,000	

CITY OF LAS VEGAS

General Obligation/Revenue Bonds - Consolidated Tax Bonds Combined Debt Service Schedule

<u>FY</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Revenue</u>
2005	\$3,990,000	\$3,439,132	\$7,429,131	\$31,500,000
2006	4,590,000	3,256,733	7,846,733	31,500,000
2007	3,555,000	3,060,328	6,615,328	31,500,000
2008	3,745,000	2,877,245	6,622,245	31,500,000
2009	2,675,000	2,712,779	5,387,780	31,500,000
2010	2,820,000	2,571,229	5,391,230	31,500,000
2011	2,985,000	2,418,998	5,403,998	31,500,000
2012	3,165,000	2,254,864	5,419,865	31,500,000
2013	3,340,000	2,087,286	5,427,287	31,500,000
2014	3,505,000	1,922,845	5,427,845	31,500,000
2015	3,695,000	1,744,589	5,439,589	31,500,000
2016	3,880,000	1,555,536	5,435,537	31,500,000
2017	4,090,000	1,355,176	5,445,177	31,500,000
2018	4,300,000	1,142,438	5,442,437	31,500,000
2019	1,680,000	1,798,381	3,478,382	31,500,000
2020	835,000	824,863	1,659,863	31,500,000
2021	880,000	779,844	1,659,844	31,500,000
2022	925,000	733,619	1,658,619	31,500,000
2023	970,000	686,244	1,656,244	31,500,000
2024	1,025,000	636,369	1,661,369	31,500,000
2025	1,075,000	583,869	1,658,869	31,500,000
2026	1,135,000	528,619	1,663,619	31,500,000
2027	1,195,000	470,369	1,665,369	31,500,000
2028	1,255,000	408,334	1,663,335	31,500,000
2029	1,325,000	342,222	1,667,228	31,500,000
2030	1,390,000	272,650	1,662,650	31,500,000
2031	1,465,000	199,491	1,664,491	31,500,000
2032	1,540,000	122,487	1,662,488	31,500,000
2033	1,620,000	41,512	1,661,513	31,500,000
TOTAL	\$68,650,000	\$40,828,051	\$109,478,051	\$446,640,000

¹- Consolidated Tax Revenue for FY 2005 is budgeted to be \$210,000,000; NRS 377.080 allows 15% of Consolidated Tax Revenue to be pledged as security for bonds. The reported \$31,500,000 represents 15% of the budgeted Consolidated Tax Revenue. Zero percent growth projected.

SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

The following tables list the outstanding bonds secured by sewer revenues:

ENTERPRISE FUND/SEWER BONDS
As of June 30, 2004

<u>Issue</u>	<u>Date Issued</u>	<u>Principal Amount</u>	<u>Amount Outstanding</u>	<u>Retirement Date</u>
Sewer Refunding Bonds	01/01/97	\$35,680,000	\$34,025,000	10/01/12
Sewer Bonds	11/15/97	35,000,000	27,680,000	10/01/17
Sewer & Flood Control Bonds	04/24/01	55,000,000	48,185,000	04/01/21
Sewer Refunding Bonds	12/04/02	18,675,000	<u>15,910,000</u>	01/01/09
TOTAL			<u>\$125,800,000</u>	

CITY OF LAS VEGAS
General Obligation/Revenue Bonds - Sewer Bonds
Combined Debt Service Schedule

FY	Outstanding		
	Principal	Interest	Total
2005	\$12,060,000	\$6,218,956	\$18,278,956
2006	9,485,000	5,641,088	15,126,088
2007	10,000,000	5,145,175	15,145,175
2008	10,545,000	4,607,656	15,152,656
2009	11,065,000	4,092,065	15,157,065
2010	7,990,000	3,546,009	11,536,009
2011	8,390,000	3,136,626	11,526,626
2012	8,830,000	2,704,406	11,534,406
2013	9,285,000	2,245,631	11,530,631
2014	4,885,000	1,885,119	6,770,119
2015	5,150,000	1,627,850	6,777,850
2016	5,415,000	1,356,769	6,771,769
2017	5,700,000	1,071,625	6,771,625
2018	5,995,000	783,250	6,778,250
2019	3,490,000	550,250	4,040,250
2020	3,665,000	375,750	4,040,750
2021	3,850,000	192,500	4,042,500
TOTAL	<u>\$125,800,000</u>	<u>\$45,180,725</u>	<u>\$170,980,725</u>

SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

City Debt Service and Reserve Funds

Reserve requirements and debt service set-asides are specified in the bond documents for individual bond issues. It is the City's policy to strive for a debt service reserve balance for bond issues paid solely from property taxes. The City is in compliance with specific issue requirements.

Authorized and Possible Future City Capital Projects

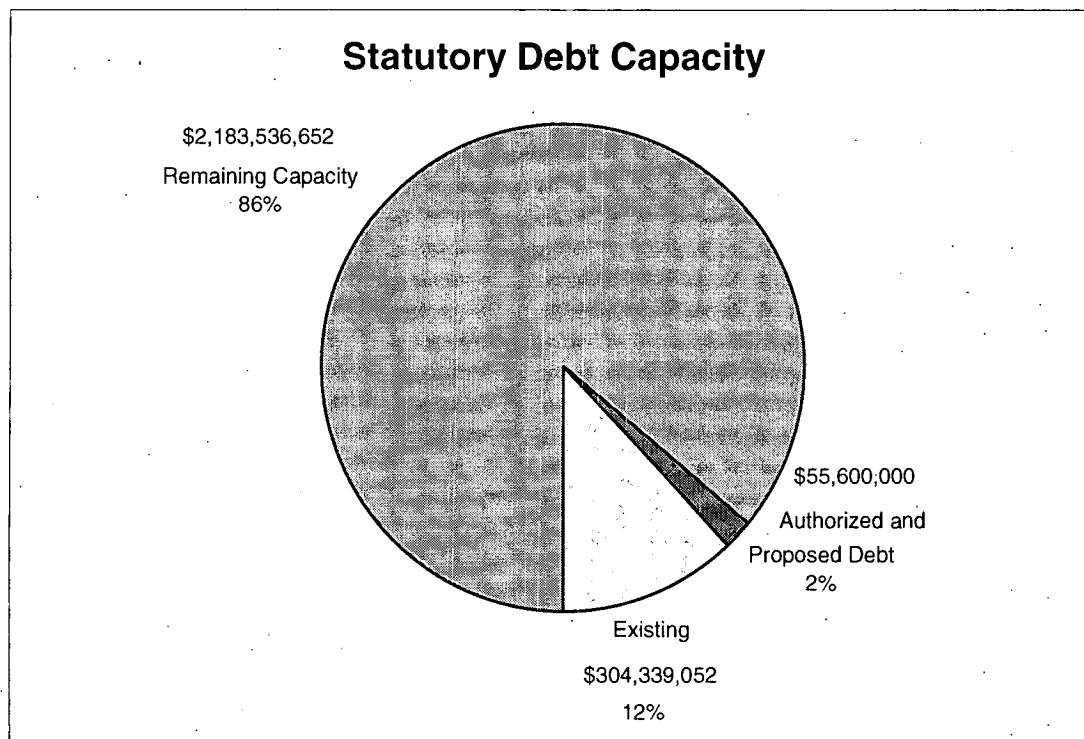
While some possible financings are better defined than others, the City could be projecting approximately \$55,600,000 in capital projects that will require medium to long-term financing over the next year, as listed below. There is no assurance these will be issued in the amounts and at the dates shown below. There exists a possibility that all or part of any project listed below will be funded through alternative revenue sources.

POSSIBLE CITY CAPITAL PROJECTS REQUIRING (1) MEDIUM to (2) LONG-TERM FINANCING REPAYMENT SOURCES IDENTIFIED

<u>Project</u>	<u>Issue Date</u>	<u>Amount</u>	<u>Repayment Source</u>
City General Obligation Bonds			
Tremont Street (1)	FY 05	\$3,600,000	Assessments on Improved Property
ELV Incubator (1)	FY 05	4,500,000	CD Block Grant
Recreation Bonds (1)	FY 05	20,000,000	LCVA Revenues
Union Park (61 Acres) (1)	FY 05	25,500,000	Interlocal Agreement/Room Tax
SID 1481 (Authorized) (2)	FY 05	<u>2,000,000</u>	Assessments on Improved Property
Total		<u>\$ 55,600,000</u>	

Statutory Debt Capacity

State statutes limit the aggregate amount of the City's general obligation indebtedness to 20 percent of the City's total assessed valuation (including the assessed valuation of the redevelopment agencies). Based on the estimated fiscal year 2005 assessed value \$12,717,378,524 (excluding the assessed value of the redevelopment agencies) the City's statutory debt limitation is \$2,543,475,704. The following chart shows the City's remaining debt capacity of \$2,183,536,653 with respect to its statutory debt limitations:



City Debt Trends

Impact of Currently Proposed Capital Projects on Debt Trends - The table below reflects the City's historical debt trends and its projected debt ratios assuming all of the direct net debt described earlier is issued during the upcoming fiscal year.

HISTORICAL AND PROJECTED NET DIRECT TAX SUPPORTED DEBT TRENDS

Fiscal Year Ended 6/30	Net Direct Tax Supported Debt	Net Direct Tax Supported Debt Per Capita	Net Direct Tax Supported Debt to Taxable Value	Population
1991	\$16,125,000	\$ 55.66	0.54%	289,690
1992	14,310,000	47.21	0.42%	303,140
1993	22,065,000	68.25	0.58%	323,300
1994	22,115,000	63.85	0.55%	346,350
1995	19,155,000	52.00	0.43%	368,360
1996	16,780,000	42.15	0.32%	398,110
1997	35,245,000	82.88	0.57%	425,270
1998	29,210,000	66.20	0.42%	441,230
1999	32,690,000	70.29	0.44%	465,050
2000	52,930,000	109.48	0.64%	483,448
2001	79,215,000	151.47	0.89%	522,969
2002	74,265,000	153.62	0.70%	483,448
2003	67,715,000	131.58	0.59%	514,640
2004	80,969,052	153.17	0.64%	528,617

SOURCE: City of Las Vegas, Nevada - Department of Finance and Business Services

Preliminary Summary and Conclusion

The City's direct and overlapping debt position is currently moderate when compared to similar sized municipalities across the nation. Fitch Ratings, Moody's Investors Service and Standard & Poor's consider the City's net direct debt "manageable" due to the City's continued growth and strong economy.

The City has reached the point where it must evaluate how much tax-supported debt is prudent, (i.e. what can the tax base support?, what can the taxpayers afford?). The City's tax-supported debt levels are currently projected to peak in fiscal year 2005 based upon currently proposed debt-funded projects. If the City's tax-supported debt steps significantly beyond the current levels, it is possible that credit analysts will begin to question their current view of the City's debt position.

It is important, therefore, to match capital needs with economic resources on an annual basis to ensure that the proposed level of debt issuance does not place a constraint on maintenance of the City's excellent credit worthiness or future credit rating improvements. In this regard, it is recommended that the City include in its capital budgeting process a complete and detailed description of the anticipated sources of funds for future capital projects, as well as the resulting impact of long-term financing on the City's debt position. Periodic monitoring of issuances should be done to ensure that an erosion of the City's credit quality does not occur.

It should be recognized that changing circumstances require flexibility and revision. The City is one of the most unique, fastest-growing areas in the Country. Anticipating every future contingency is unrealistic. When adjustments to debt plans become necessary, the reasons need to be well documented to demonstrate that the City's commitment to sound debt management remains unchanged.

Summary of Debt Capacity Analysis Policies

- The City's Direct Net Tax Supported Debt shall be maintained at a level considered manageable by the rating agencies based upon current economic conditions, including among others, population, per capita income and assessed valuation.
- The City shall structure all long-term debt with prepayment options except when alternative structures are more advantageous. The City will consider prepaying or defeasing portions of outstanding debt when available resources are identified.
- For bonds being repaid solely with property taxes, the Department of Finance will strive for a debt service fund balance in an amount not less than the succeeding year's principal and interest requirements. The reserve fund requirements for other bond issues will be set forth in their respective bond covenants.
- The Department of Finance shall update the City's Debt Capacity Analysis annually.

DEBT ISSUANCE POLICY

Administration of Policy

The City Manager is the Chief Administrative Officer for The City. The Director of Finance is the Chief Financial Officer for the City. The City Manager is ultimately responsible for administration of City financial policies. The City Council is responsible for the approval of any form of City borrowing and the details associated therewith. Unless otherwise designated, the Director of Finance coordinates the administration and issuance of debt.

The Director of Finance is also responsible for the attestation of disclosure and other bond related documents. References to the "City Manager or his designee" in the document are hereinafter assumed to assign the Director of Finance as the "designee" for

administration of this policy. The City Manager may, from issue to issue, designate officials from issuing entities to discharge the provisions of this policy.

Initial Review and Communication of Intent

All borrowing requests shall be communicated to the City Finance Department during the annual budget process. Requests for a new bond issue must be identified as a part of a Capital Improvement Program (CIP) request. Opportunities for refunding shall originate with or be communicated to the Department of Finance. Justification and requested size of the bond issue must be presented as well as the proposed timing of the bond issue,

The Department of Finance will evaluate each debt proposal comparing it with other competing interests within the City. All requests will be considered in accordance with the City's overall adopted priorities. The Department of Finance will coordinate the issuance of debt including size of issuance, debt structuring, repayment sources and determination of mix (e.g. debt financing versus pay-as-you-go), and method of sale.

Clark County Debt Management Commission

In Nevada, governments must present their general obligation debt proposals, (with the exception of medium term financings issued under NRS 350), to a County Debt Management Commission. This Commission reviews the statutory debt limit, method of repayment, and possible impact on other underlying or overlapping entities. When considering the possible impact on other entities, the Commission generally considers the property tax rate required versus others' need for a tax rate - all of which must fall at or below the statutory \$3.64 property tax cap. The \$3.64 is not usually a limiting factor. However, the cap will become an issue when local governments begin levying a property tax that is closer to \$3.64. The Debt Management Commissions do not generally make judgments about a proposal's impact on the debt ratios of all the affected governments.

Types of Debt

General obligation bonds - Under NRS 350.580, the City may issue as general obligations any of the following types of securities:

1. Notes
2. Warrants
3. Interim debentures
4. Bonds, and
5. Temporary bonds

General obligation bonds are general obligations of the City payable from general (ad valorem) taxes, subject to certain constitutional and statutory limitations. The Nevada Constitution and State statutes limit the total taxes levied by all governmental units to an amount not to exceed \$5.00 and \$3.64, respectively, per \$100 of assessed valuation with a priority for taxes levied for the payment of general obligation indebtedness.

Any outstanding general obligation bonds, any temporary general obligation bonds to be exchanged for such definitive bonds, and any general interim debentures, constitute outstanding indebtedness of the City and exhaust the debt-incurring power of the City. Nevada statutes require that most general obligation bonds mature within 30 years from their respective issuance dates.

Bonding should be used to finance or refinance only those capital improvements and long-term assets, or other costs directly associated with financing a project, which have been determined to be beneficial to a significant proportion of the citizens in The City and for which repayment sources have been identified. Bonding should be used only after considering alternative funding sources, such as project revenues, federal and state grants, and special assessments.

General obligation bonds issued under this heading are used when a voter-approved property tax is the desired repayment source.

General obligation/revenue bonds - Such bonds are payable from taxes and additionally secured by a pledge of revenues. If pledged revenues from the projects financed are not sufficient, the City is obligated to pay the difference between such revenues and the debt service requirements of the respective bonds from general (ad valorem) taxes.

Interim debentures/interim warrants - Under NRS 350.672, the City is authorized to issue general obligation/special obligation interim debentures without any other election in anticipation of the proceeds of taxes, the proceeds of general obligation or revenue bonds, the proceeds of pledged revenues or any other special obligations of the City and its pledged revenues. These securities are often used in anticipation of assessment district bonds.

Revenue bonds - Under NRS 350.582, the City may issue as special obligations any of the following types of revenue securities:

1. Notes
2. Warrants
3. Interim debentures
4. Bonds, and
5. Temporary bonds

Securities issued as special obligations do not constitute outstanding indebtedness of the City nor do they exhaust its legal debt-incurring power. Bonding should be limited to projects with available revenue sources whether self-generated or dedicated from other sources. Adequate financing feasibility studies should be performed for each revenue issue. Sufficiency of revenues should continue throughout the life of the bonds.

Medium-term General Obligation Financing - Under NRS 350, the City may issue negotiable notes or short term negotiable bonds. Those issues approved by the Executive Director of the Nevada Department of Taxation are payable from all legally available funds (General Fund, etc.). A special property tax override is not authorized by this statute. The negotiable notes or bonds:

1. must mature not later than 10 years after the date of issuance.
2. must bear interest at a rate which does not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids are received or a negotiated offer is accepted.
3. may, at the option of the City, contain a provision which allows redemption of the notes or bonds before maturity, upon such terms as the City Council determine.
4. (term of bonds) may not exceed the estimated useful life of the asset to be purchased with the proceeds from the financing, if the maximum term of the financing is more than five years.
5. issued in a medium-term financing structure, must have a medium-term financing resolution approved, which becomes effective after approval by the executive director of the department of taxation.

Certificates of participation/other leases - Certificates of participation are essentially leases which are sold to the public. The lease payments are subject to annual appropriation. Investors purchase certificates representing their participation in the lease. Often, the equipment or facility being acquired serves as collateral. These securities are most useful when other means to finance are not available under State law.

Refunding - A refunding is generally the underwriting of a new bond issue whose proceeds are used to redeem an outstanding issue. Key definitions are described as follows:

Advance Refunding - a method of providing for payment of debt service on a bond until the first call date or designated call date from available funds. Advance refundings are done by issuing a new bond or using available funds and investing the proceeds in an escrow account in a portfolio

of U.S. Government securities that are structured to provide enough cash flow to pay debt service on the refunded bonds.

Current Refunding - the duration of the escrow is 90 days or less.

Gross Savings - Difference between debt service on refunding bonds and refunded bonds less any contribution from a reserve or debt service fund.

Present Value Savings - Present value of gross savings discounted at the refunding bond yield to the closing date, plus accrued interest less any contribution from a reserve or debt service fund.

Prior to beginning a refunding bond issue, the City will review an estimate of the savings achievable from the refunding. The City may also review a pro forma schedule to estimate the savings assuming that the refunding is done at various points in the future.

The City will generally consider refunding outstanding bonds if one or more of the following conditions exist:

1. Present value savings are at least three percent of the par amount of the refunding bonds.
2. The bonds to be refunded have restrictive or outdated covenants.
3. Restructuring debt is deemed to be desirable.

The City may pursue a refunding that does not meet the above criteria if:

1. Present value savings exceed the costs of issuing the bonds.
2. Current savings are acceptable when compared to savings that could be achieved by waiting for more favorable interest rates and/or call premiums.

Debt Structuring

Maturity Structures - The term of City debt issues should not extend beyond the useful life of the project or equipment financed. The repayment of principal on tax supported debt should generally not extend beyond 20 years unless there are compelling factors which make it necessary to extend the term beyond this point,

Debt issued by the City should be structured to provide for either level principal or level debt service. Deferring the repayment of principal should be avoided except in select instances where it will take a period of time before project revenues are sufficient to pay debt service. Ascending debt service should generally be avoided.

Bond Insurance - Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This security provides a higher credit rating and thus a lower borrowing cost for an issuer.

Bond insurance can be purchased directly by the City prior to the bond sale (direct purchase) or at the underwriter's option and expense (bidder's option). The City will attempt to qualify its bond issues for insurance with bond insurance companies rated AAA by Moody's Investors Service, Standard & Poor's Corporation, and Fitch Ratings.

The decision to purchase insurance directly versus bidder's option is based on:

- volatile markets
- current investor demand for insured bonds
- level of insurance premiums
- ability of the City to purchase bond insurance from bond proceeds

When insurance is purchased directly by the City, the present value of the estimated debt service savings from insurance should be at least equal to or greater than the insurance premium. The bond insurance company will usually be chosen based on an estimate of the greatest net present value insurance benefit (present value of debt service savings less insurance premium).

Reserve Fund and Coverage Policy - A debt service reserve fund is created from the proceeds of a bond issue and/or the excess of applicable revenues to provide a ready reserve to meet current debt service payments should moneys not be available from current revenues.

Coverage is the ratio of pledged revenues to related debt service for a given year. For each bond issue, the Department of Finance shall determine the appropriate reserve fund and coverage requirements if any. The reserve for City General Obligation Bonds should approximate one year of principal and interest or other level as determined adequate by the Department of Finance. It is also The City's policy to strive for one year of principal and interest on other obligations.

Interest Rate Limitation- Under NRS 350.2011, the maximum rate of interest must not exceed by more than three percent:

1. for general obligations, the Index of Twenty Bonds; and
2. for special obligations, the Index of Revenue Bonds,
which was most recently published before the City adopts a bond ordinance.

Secondary Market Disclosure

In November 1994, the Securities and Exchange Commission (SEC) amended Rule 15c2-12 (the "Rule") to prohibit any broker, dealer, or municipal securities dealer from acting as an underwriter in a primary offering of municipal securities unless the issuer Promises in writing to provide certain ongoing information (unless the offering satisfies certain exemptions).

The City will comply with the Rule by providing the secondary market disclosure required in any case in which the Rule applies to the City as an obligated person ("Obligated Person") as defined in the Rule.

The City will also require certain governmental organizations and private organizations (the "Organizations"), on behalf of which the City issues bonds or who otherwise are beneficiaries of the bonds, to comply with the Rule pursuant to a loan agreement or other appropriate financing document as a condition to providing the financing. The City is not required, nor will it obligate itself to provide secondary market disclosure for any obligated persons (other than the City), and the City will have no liability or responsibility for the secondary market disclosure requirements imposed upon other Obligated Persons. The City may, in appropriate cases, exempt Organizations and other Obligated Persons from this policy where the City determines, in its sole discretion, that an exemption permitted by the Rule is available.

Method of Sale

There are two ways bonds can be sold: competitive (public) or negotiated sale. Competitive and negotiated sales provide for one or more pricings depending upon market conditions or other factors. Either method can provide for changing issue size, maturity amounts, term bond features, etc. The timing of competitive and negotiated sales is generally related to the requirements of the Nevada Open Meeting Law.

Competitive Live Sale - With a competitive sale, any interested underwriter(s) is invited to submit a proposal to purchase an issue of bonds. The bonds are awarded to the underwriter(s) presenting the best bid according to stipulated criteria set forth in the notice of sale. The best bid is usually determined based on the lowest overall interest rate. Competitive sales should be used for all issues unless circumstances dictate otherwise.

Negotiated Sale - A securities sale through an exclusive arrangement between the issuer and an underwriter or underwriting syndicate. At the end of successful negotiations, the issue is awarded to the underwriters. Negotiated underwriting may be considered upon recommendation of the Department of Finance based on one or more of the following criteria:

- Extremely large issue size.
- Complex financing structure (i.e. variable rate financings, new derivatives and certain revenue issues, etc.) which provides a desirable benefit to the City.
- Comparatively lesser credit rating.
- Other factors which lead the Department of Finance to conclude that a competitive sale would not be effective.

Underwriter Selection for Negotiated Sale

1. Underwriter selection for economic development revenue bonds, and bonds issued pursuant to NRS 271, which are not secured by a pledge of the taxing power and general fund of the City, may be approved via the City's guidelines for such bonds.
2. The Department of Finance will solicit proposals from underwriters who have submitted, in their own name or as part of a syndicate, bids for City competitive bond issues during the past three years. All such firms will have an equal opportunity to be selected to the City's negotiated underwriting pool. The review of proposals shall include, but not be limited to, the requirements of NRS 350.185.
3. Before selling bonds at negotiated sale, underwriters in the City's pool may be contacted to provide additional information including, but not limited to that required by NRS 350.185.
4. The book-running senior manager and other members of the underwriting syndicate for a particular issue or project will be designated by the Department of Finance and ratified by the City Council. It is the City's intent, once a team is established, to provide equal opportunity for the position of book-running senior manager. The Department of Finance will rotate the book-running senior manager on a deal-by-deal basis as appropriate for the particular bond issue or project.
5. The underwriting team should be balanced with firms having institutional, retail, and regional sales strength, **Qualified minority and/or woman-owned firms will be included in the underwriting team and given in equal opportunity to be senior manager.**
6. The size of an issue will determine the number of members in the underwriting team and whether more than one senior manager is desirable.

Underwriting Spread

Before work commences on a bond issue to be sold at negotiated sale, the underwriter shall provide the Department of Finance a detailed estimate of all components of their compensation. Such estimates should be contained in the RFP or provided immediately after their designation as underwriter.

The book-running senior manager must provide an updated estimate of the expense component of gross spread to the Department of Finance no later than one week prior to the day of pricing.

Establishment of a Selling Group

When deemed appropriate by the Department of Finance, a selling group will also be established to assist the underwriting team in the marketing of the bond issue.

Priority of Orders

The priority of orders to be established for negotiated sales is generally as follows:

1. Nevada Investors
2. Group Orders
3. Designated Orders
4. Member Orders

For underwriting syndicates with three or more underwriters a three-firm rule for net designated orders will be established as follows;

1. The designation of takedown on net designated orders is to benefit at least three firms of the underwriting team.
2. No more than 50 percent of the takedown may be designated to any one firm. No less than 10 percent of the takedown will be designated to any one firm.

Retentions

If the use of retentions is desirable, the Department of Finance will approve the percentage (up to 30 percent) of term bonds to be set aside. The amount of total retention will be allocated to each member of the underwriting team in accordance with their respective underwriting liability, which is approved by the Department of Finance.

Allocation of Bonds

1. The book-running senior manager will be responsible for ensuring that the overall allocation of bonds meets the City's goals of obtaining the best price for the issue and a balanced distribution of the bonds.
2. The Department of Finance must approve the final bond allocation process with input from the book-running senior manager.

Miscellaneous

MBE/WBE statement - It is a continuing goal of The City to actively pursue minority and women business enterprises to take part in The City's procurement and contracting activity. Minority and women business enterprises will be solicited in the same manner as non-minority firms. The City encourages participation by minority and women business enterprises and will afford full opportunity for bid submission. Minority and women business enterprises will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Bond Closings - All bond closings shall be held in The City unless circumstances dictate otherwise.

Gift Policy - Employees may not accept gifts from vendors or service providers.

Summary of Debt Issuance Policies

- All bond issue requests shall be coordinated by the Department of Finance during the annual budget process. Requests for new bonds must be identified during the Capital Improvement Plan (CIP) process. Opportunities for refunding outstanding bonds shall be communicated to the Department of Finance.
- Bonding should be used to finance or refinance only those capital improvements and long term assets, or other costs directly associated with financing of a project, which have been determined to be beneficial to a significant proportion of the citizens in the City, and for which repayment sources have been identified. Bonding should be used only after considering alternative funding sources such as project revenues, Federal and State grants, and special assessments.
- The scheduled maturity of bond issues should not exceed the expected useful life of the capital project or asset(s) financed.

- Certificates of participation/other leases should be used only when appropriate (i.e. when no other adequate means of financing is available under State law).
- The Department of Finance shall consider refunding outstanding bonds if one or more of the following conditions exist: (1) present value savings are at least 3 percent, with certain exceptions, of the par amount of the refunding bonds; (2) the bonds to be refunded have restrictive or outdated covenants; or (3) restructuring debt is deemed to be desirable.
- The Department of Finance shall consider purchasing bond insurance when the present value of the estimated debt service savings from insurance is equal to or greater than the insurance premium.
- The City should encourage the use of competitive sales for all issues unless circumstances dictate otherwise. Negotiated sales will be considered by the Department of Finance only under the conditions set forth herein.
- The Department of Finance will establish a list of pre-qualified underwriters when negotiated sale is anticipated.
- For negotiated sales, qualified minority and/or woman-owned firms will be included in the underwriting team, and equal opportunity will be provided to all members of the team including minority and/or woman-owned firms to hold the position of book-running senior manager. The book-running senior manager and other members of the underwriting syndicate will be recommended by the Department of Finance and approved by the City Council.
- The priority of orders for negotiated sales shall generally be as follows: (1) Nevada investors, (2) group orders; (3) designated orders; and (4) member orders.
- For underwriting syndicates with three or more underwriters, a three-firm rule for net designated orders shall be established.
- The Department of Finance must approve the bond allocation process.

Five-Year Operating Tax Rate Forecast

Barring extraordinary events, the City shall impose a property tax limit based on the FY 1999 variance between the actual tax levied and the maximum allowed levy; that is, the City will not raise taxes beyond a self imposed limit that is 11.2 cents per \$100 below the State imposed limit. As of fiscal year 2005, the City's maximum allowed rate is .8594 and the rate imposed is .6765, which leaves .1829 allowable under state law; and .0709 allowable under this policy.

The City does not anticipate increasing the operating rate, barring extraordinary events, in the next five years.

	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Operating Rate	.6765	.6765	.6765	.6765	.6765
Override	<u>.0950</u>	<u>.0950</u>	<u>.0950</u>	<u>.0950</u>	<u>.0950</u>
Total	.7715	.7715	.7715	.7715	.7715

Procedures for Debt Issuance Timetables

Procedures for Debt Issuance/Timetable
(See sample schedules attached)

1. General Obligation Bonds (NRS 350) (Noter Approved)
2. General Obligation Revenue Bonds (NRS 350)
3. Revenue Bonds/Certificates of Participation
4. Medium-Term General Obligation Bonds (NRS 350)
5. Assessment District Bonds

General Obligation Bonds (NRS 350)

Sample Schedule

<u>No. of Weeks From Start</u>	<u>Event</u>
0	-City Council (the "Council") adopts Debt Management Commission ("DMC") Notice Resolution
3	-DMC meets and adopts Approval Resolution
4	-City adopts Election Resolution
6 (3rd Mon in July*)	-Bond question submitted to City Clerk or the Registrar of Voters
21 (1st Tuesday in November)	-General election / Bond election
22	-Board adopts Canvass Resolution
23	-Board adopts Sale Resolution
26	-Due diligence meeting to review the official statement
29	-Bond Sale -Board adopts Bond Ordinance
32	-Bond Closing

* Subject to Legislative adjustment

General Obligation Revenue Bond (NRS 350)

Sample Schedule

<u>No. of Weeks From Start</u>	<u>Event</u>
0	- Revenue source entity requests the City to issue bonds
1	- City Council (the "Council") adopts DMC Notice Resolution
3	- DMC meets and adopts Approval Resolution
5	- Council adopts Resolution of Intent and Resolution calling hearing of Resolution
6	- Publish Notice (Begin 60 day Petition Period) and Notice of Hearing
9	- Hold Hearing
14	- End of 30 day Petition Period
15	- Council adopts Sale Resolution
16	- Due diligence meeting to review the official statement
19	- Bond Sale - Council adopts Bond Ordinance
22	-Bond Closing

Revenue Bonds

Sample Schedule

<u>No. of Weeks From Start</u>	<u>Event</u>
0	- Council adopts Sale Resolution
3	- Due Diligence Meeting
7	- Bond Sale - Council Adopts Bond Ordinance
8	- Bond Closing

Medium-Term General Obligation Bond (NRS 350)

Sample Schedule

<u>No. of Weeks From Start</u>	<u>Event</u>
0	- The Council adopts Resolution calling for Public Hearing
1	- Publish Notice of Hearing
3	- Public Hearing; Council adopts Resolution authorizing Medium - Term financing (10 days after Notice of Hearing published) - Council adopts Sale Resolution
5	- Send information packet to Department of Taxation
8	- Due diligence meeting to review the official statement
11	- Bond Sale - Council adopts Bond Ordinance
14	- Bond Closing

Assessment District Bonds

Sample Schedule

<u>No. of Weeks From Start</u>	<u>Event</u>
	(Various assessment procedural steps take anywhere from 6 to 18 months prior to the events listed below.)
0	- Council adopts Assessment Ordinance
2	- Assessment Ordinance Effective - Begin 30-day Cash Payment Period
6	- End of 30-day Cash Payment Period
9	- Council adopts Bond Sale Resolution
9	- Due Diligence Meeting
12	- Bond Sale - Council Adopts Ordinance Authorizing Issuance of Bonds - Council Adopts Resolution Establishing Assessment Rate of Interest
15	- Bond Closing

CITY OF LAS VEGAS, NEVADA

Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the City will consider this type of financing for improvements for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, and industrial or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case-by-case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. **Regional Improvements.** The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities that will provide benefit to the entire project. Such improvements are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements that exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed). Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the Council, would be considered for financing.

2. **Public Ownership Requirement.** Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. **Benefit.** The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. **Subdivision Improvements.** The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. **Size.** Generally, the City will not consider stand-alone assessment districts that involve less than \$2,500,000 in bonds.

B. Environment Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property to be dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer that are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to complete the new development that the assessment district will support. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three (3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and, (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultant's request.

2. Financing Completion: Equity. The property owner must provide the City with its plan for financing the new development to completion and advise the City of the amount of equity it has invested in the proposed development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivisions) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (or otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principal and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of each parcel to be assessed "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to 1.15 times the proposed amount of the assessment against that parcel, and that the value of each parcel to be assessed after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the proposed amount of the assessment against that parcel. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D. 1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRD and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments: Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regard to equal payments) commencing within one year of the levy of assessments. If the City approves capitalized interest, it will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare and absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of the requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter, accompanying the application, from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and underwriter believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that it is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay from its funds all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultant, the City's bond counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition.

1. The City intends to acquire completed improvements after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a city-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the City, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs that exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with representatives of the Department of Finance and the Department of Public Works to review the proposed improvement project to discuss whether the improvement project is one, which may be eligible for financing under these guidelines.
2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application that contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.
3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof; an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If the Council approves this item, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.
4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bond, cash or other acceptable form of security for payment of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

**LAS VEGAS, NEVADA
ECONOMIC DEVELOPMENT REVENUE BOND
POLICY AND GUIDELINES**

The City of Las Vegas is authorized by the City Economic Development Revenue Bond Law, NRS ' 268.512 to 268.568, to issue and to request that the state issue economic development revenue bonds for the benefit of private entities for the purposes specified in the City Economic Development Revenue Bond Law. Generally, the City will proceed to issue or request issuance of those bonds only in accordance with the following policies and guidelines. (Note: The following pertains only to the issuance of bonds by the City and City requests to issue bonds. These do not relate to private activity bond volume cap. The City's procedure for allocating volume cap is contained in a separate policy statement, the current revision of the Private Activity Bond Volume Cap Allocation Policy and Guidelines.)

1. **Application**. The City will not take any steps toward issuing or requesting the issuance of bonds for or to a project until an official application in the form attached hereto (which must be used) for the bonds has been filed with the City's Finance Director. Three copies of the application must be prepared. One copy must be delivered by the applicant to the City's bond counsel, and two copies, accompanied by: (i) a nonrefundable application fee of \$1,000.00 payable to the City of Las Vegas, Nevada, (ii) a \$1,000.00 deposit for fees of City bond counsel payable to City of Las Vegas, Nevada, and (iii) a written commitment to pay any additional expenses of the City or its consultants incurred in connection with processing the application must be filed with the City Finance Director. Any portion of the deposit for fees of City bond counsel that is not used will be returned to the applicant. The application must be in the form of Exhibit A attached hereto and must be accompanied by the following:

- A. Evidence that the project will serve one or more of the purposes set forth in NRS ' 268.524.
- B. Evidence of the amount of money necessary to be provided from the bonds for the project.
- C. A five-year operating history of the Beneficiary of the bonds. (If the 5-year operating history is unavailable, the City Council, on request, may consider waiving that requirement. Nevada Revised Statutes require that the State Board of Finance approve any such waiver).
- D. Evidence that the Bonds will be rated by Moody's Investors Service, Inc. or Standard and Poor's Ratings Group in one of the top four rating categories (i.e., Standard and Poor's: AAA, AA, A, BBB; Moody's: Aaa, Aa, A, Baa).
- E. Evidence (e.g., an annual report, audited financial statements, a feasibility study, etc.) that the Beneficiary has sufficient financial resources to place the project in operation and to continue its operation meeting the obligations of the lease, purchase contract or financing agreement entered into in connection with the bonds. If the bonds are for a housing project, the Beneficiary must provide the City with sufficient funds to retain a feasibility consultant selected by and responsible to the City to report on the feasibility of the project.
- F. If a letter of credit, insurance, or other guarantee is to secure the bonds, the application should be accompanied by a letter from the issuer of the letter of credit or guarantee or its agent committing to issue the letter of credit or guarantee or listing the conditions that must be met before the letter of credit or guarantee is issued, or a letter including the date on which such a letter will be available.
- G. A letter from an underwriter or other proposed buyer of the bonds indicating a commitment to underwrite or purchase the bonds, and in the case of a housing project, certifying that the bonds will not be sold to more than 10 investors, each of whom will certify that she or he has a net worth of \$500,000 or more and is purchasing the bonds for investment and not for resale.

- H.** Evidence that all required governmental approvals for the project and the financing of the project have been obtained. All land use and zoning for the project must be in place.

The acceptance of an application by the City does not commit the City to issue bonds or otherwise proceed with the project or its financing.

2. **Inducement Resolution.** After receipt of an application, the City will consider the adoption of an "inducement" or "reimbursement" resolution (i.e., a resolution intended to qualify as an "official intent" resolution for the purposes of §1.150-2 of the federal income rules governing tax-exempt bonds) if so requested by the beneficiary of a proposed issue of economic development revenue bonds (the "Beneficiary"). Passage of an inducement or reimbursement resolution does not constitute a commitment by the City to issue bonds, to allocate volume cap to a bond issue, to request that any other entity including the State allocate volume cap to a bond issue, or to take any other steps to facilitate the project. Passage of an inducement resolution does not constitute a City endorsement of the project or a finding of the City that the project is feasible or is in compliance with any laws or regulations, including land use, building or other regulations of the City or any other governmental entity. Requests for adoption of an inducement resolution should be delivered to the City Finance Director.

4. **Taxable Bonds.** The City will consider the issuance of or requesting the issuance of taxable economic development revenue bonds only if the following criteria are met:
- a. A complete application in accordance with Section 2 of this policy and guideline is received.
 - b. The taxable bonds are being issued (i) with the expectation that those bonds will be refinanced or refunded with tax-exempt bonds subject to the volume cap, and at the time of issuance of the taxable bonds, it is expected by the City that volume cap in an amount at least equal to the amount of taxable bonds will be available for and, under the criteria of Section 3, will be allocated to the project within the next two calendar years; or (ii) for a project primarily financed with tax exempt bonds in order to pay costs that are not eligible for financing with tax exempt bonds. (e.g., costs of issuance in excess of 2% of the amount of tax-exempt bonds).

5. **Bond Issuance.** The City will not approve the issuance or a bond issue if the proceeds of the bonds are to be "escrowed" (or held under a similar arrangement) pending the resolution of an impediment

to the expenditure of proceeds (e.g., a requirement that credit support be obtained or some other substantial condition be satisfied before the proceeds of the bonds can be applied to the project).

6. Procedural Matters.
7. Documents. For the purpose of this guideline, instruments executed by the City, or any of its officials, are separated into three categories:

(i) Resolutions adopted by the City Council (herein "Resolutions"),

(ii) Indentures, Agreements, Contracts, Bonds, and other instruments which bind the City, the form of which is approved in any Resolution (herein "Agreements"), and

(iii) Certificates, Opinions and other closing documents that are not included in (i) and (ii) ("Other Documents"). The following procedures apply with respect to the review, distribution and execution of these types of instruments.

b. Resolutions.

A. At least 3 weeks prior to the meeting of the City Council at which the Resolution will be considered, one draft copy of the Resolution must be delivered to each of the following for review and comment:

- a. the City Director of Finance;
- b. the City Treasurer;
- c. the City Attorney;
- d. the City's financial consultant;
- e. the City's bond counsel.

B. A final copy of each Resolution, suitable for adoption by the Board, must be distributed two weeks prior to the meeting of the Board at which the Resolution will be considered to:

- a. the parties listed in (i) above, and
- b. the City Clerk.

- (i) Six (6) execution copies of each Resolution must be delivered to the City Clerk by 8:30 a.m. on the date the Resolution is to be considered by the Board. (One signed execution copy will be retained by the City Council; the remaining five (5) signed copies will be

brought to the pre-closing by a representative of the City.)

C. Agreements.

- i. At least 3 weeks before the meeting at which a Resolution approving one or more Agreements is considered, one draft copy of those Agreements must be delivered to the following for review and comment:

(a) the parties listed in (B)(i) above.

- ii. At least 2 business days before the meeting at which a Resolution approving one or more Agreements is considered, the substantially final form of the Agreements must be delivered to:

- a. the parties listed in (B)(i) above, and
- b. the City Clerk (for filing).

No substantial changes are permitted after this filing except that a filing of substitute pages to provide information unknown at the date of filing (e.g. interest rates) may be made by delivery of substitute pages to the City Clerk's office by 8:30 a.m. on the date of consideration of the Resolution.

- iii. Six copies of the signature pages of each Agreement attached to a single copy of the final form of the Agreement should be delivered to the City's Treasurer at least 10 days prior to the pre-closing. A representative of the City will bring signed copies of these pages to the pre-closing.

D. Other Documents

- i. At least two weeks before the pre-closing, all Other Documents which are to be signed by City or any of its officers must be delivered to the following for review and comment:

ii. The persons listed in (B)(i) above.

- a. Six copies of the signature pages of each Other Document attached to a single copy of the final form of each Other Document should be delivered to the City Treasurer at least 10 days prior to the pre-closing. A representative of the City will bring signed copies of these pages to the pre-closing.

iii. Transcripts. At the bond closing, a complete final transcript of proceedings for the bond issue shall be provided by the Beneficiary to:

- a. the City Clerk;
- b. the City Treasurer
- c. the City's financial consultant; and
- d. the City's bond counsel.

The transcript provided to the City Clerk must contain original documents with original signatures; the other transcripts can be copies or originals.

E. Opinions. All opinions, certificates and reports which are delivered in connection with the issuance of the bonds by attorneys for any of the parties or others (including bond counsel, underwriter's counsel, company counsel, trustee's counsel, or any other attorney or any accountants or consultants) must include the City as an addressee who can rely on the opinion, certificate or report.

F. Rule 15c2-12. The City will not be responsible for compliance with Rule 15c2-12 of the Securities Exchange Commission or any amendment thereto (the "Rule") and will neither deem official statements or offering circulars to be "final" nor undertake to make any secondary market disclosures pursuant to the Rule. Compliance with the Rule in both disclosure for the initial offering and secondary market disclosure is the responsibility of the Beneficiary of the financing. The financing documents must state that the City does not have nor does it assume responsibility for the primary offering documents, for compliance with the

secondary market disclosure requirements or for monitoring compliance with those requirements by the Beneficiary or any "obligated person" within the meaning of the Rule.

G. Location of Closings. All closings shall be held in the City unless, for good cause shown, the City Director of Finance approves closing at a different location.

7. Fees. At the time of closing of an issue of economic development revenue bonds that are issued by the City, the Beneficiary is required to pay the City's economic development revenue bond fee of the lesser of 1/10 of 1% of the principal amount of the bonds, or \$50,000 per issue or series of bonds. In addition, the Beneficiary shall be responsible for the fees and expenses of the City's financial consultant and the City's bond counsel.

The Beneficiary shall be responsible for the application fee described in 2 above and the fees and expenses of the City's financial consultant and the City's bond counsel regardless of whether or not bonds are issued; however, the City's economic development revenue bond fee described in the immediately preceding paragraph shall be due and payable only if bonds are issued.

Any fee imposed by the State for a transfer of volume cap must be paid by the Beneficiary at the earlier of the time required by the State or at the closing for the bonds.

8. Waivers. The City may waive any of the requirements of these guidelines, which are not otherwise required by law, on application to the City finance Director accompanied by an explanation of the reasons for the waiver. Waivers will be granted only in unusual or extraordinary circumstances, which should be described in the application for a waiver. If the City Finance Director believes the reasons are sufficient, the request shall be forwarded to the City Council.

EXHIBIT A

**APPLICATION FOR CITY OF LAS VEGAS, NEVADA ECONOMIC
DEVELOPMENT REVENUE BONDS**

- A. Beneficiary Information: Name: _____
Address: _____
Telephone: _____
Fax: _____
Contact Person: _____
- Proposed Bond Counsel Name, Address,
and Telephone: _____

- B. Name, address, telephone and fax for
proposed underwriter: _____

- C. Brief Description of Project. Include address or other description of location, type of project (e.g., "multi-family housing", "manufacturing facility"), size of Project and other brief description of Project. If Project is multi-family housing, specify what percent of the units will be set-aside for individuals of low income:
- D. Amount of Bonds proposed to be issued: \$ _____;
- E. Amount of Bonds proposed to be issued: \$ _____;
- F.* Please provide below or in an attachment, evidence that the Project will serve one or more of the purposes set forth in NRS 268.524:
- G.* Please attach evidence (e.g., Project budget, construction contract) of the amount of money necessary to be provided from bonds for the Project.
- H.* Does the Beneficiary or guarantor of the Bonds have a 5-year operating history? If "yes", please attach the 5-year operating history. If "no", State Board of Finance approval is required before bonds can be issued.
- I. What rating do you anticipate all of the bonds will have (the City will only issue or request the issuance of bonds that are investment grade -- i.e., rated in the top four rating categories by Standard & Poor's or Moody's): _____. Is the rating based on the general credit of the Beneficiary? _____ If yes, does the Beneficiary currently have debt obligations

June 30, 2004

outstanding secured by its credit, which are rated? _____. What is the rating? _____. It is anticipated that the Bonds will be rated based on the credit rating of an enterprise which guarantees the payment of principal and interest on the Bonds, please provide the name, address and telephone number of a contact person at that enterprise: _____, _____, _____. Telephone: _____. Does that enterprise have outstanding obligations that are rated? _____. If "yes", what is that rating? _____.

Evidence (e.g., rating letters or press releases from, or excerpts from ratings books published by Standard & Poor's or Moody's) of the rating of the Beneficiary or other enterprise which will guarantee the payment of principal and interest on the Bonds should be attached to application if available; otherwise, attach a letter stating when the rating would be available. If rated by more than one agency, please attach a copy of rating materials from both agencies.

- J. Please attach evidence (e.g., annual reports, audited financial statements, a feasibility study, commitment for a Letter of Credit, etc.) that the Beneficiary has sufficient financial resources to place the Project in operation and to continue its operation, meeting its obligations to pay the Bonds. For housing projects that will be financed with bonds issued by the City or with bonds that the City requests that the State issue, the Beneficiary must agree to provide the City with monies for the City to fund a feasibility study. If a Letter of Credit or other guarantee is to secure the Bonds, a commitment letter or a letter from the institution that will issue the letter of credit or guarantee the bonds which lists the conditions which must be met before the letter of credit or guarantee is issued should accompany the application; otherwise, attach a letter stating when the commitment letter will be available.
- K. Please attach a letter from the underwriter or other proposed buyer of the Bonds indicating a commitment to underwrite or purchase the Bonds.
- L. Are all necessary zoning and land use approvals for the project in place? _____. Are there any impediments to obtaining a building permit to commence construction of the Project? _____. If "yes", please explain. _____
_____. Evidence (e.g., copies of permits and zoning approval resolutions) that all required governmental land use approvals (including any zoning or special use permit approvals) for the Project must be attached.
- M. Is the Project located outside the City of Las Vegas? _____. If "yes" please attach evidence that the governing body of the jurisdiction in which the project is located supports the project.
- N. Briefly state the impact of the Project on the City's tax base:
- O. Provide a brief description of the benefit to the City and its citizens from the Project:

June 30, 2004

- P. Please provide a brief description of the effect of the Project on the City's environment and natural resources:

Enclosed is a non-refundable application fee of \$1,000 payable to City of Las Vegas, Nevada, and a \$1,000 deposit of fees for City Bond Counsel, payable to the City of Las Vegas, Nevada. The undersigned hereby commits to pay any additional expenses of the City and its consultants incurred in connection with processing the application.

The undersigned has reviewed the procedural requirements of the City's guidelines in Section 6 hereof and will furnish a copy of those requirements to all attorneys, accountants and consultants involved in the transaction. The undersigned hereby certifies that he or she has reviewed the foregoing application and the City's economic development revenue bond and volume cap policy and guidelines and to the best knowledge of the undersigned, this application complies with the requirements of those guidelines.

Dated this _____, _____

Beneficiary

By: _____
Title: _____

**CITY OF LAS VEGAS, NEVADA
INDEBTEDNESS REPORT FORMS
FISCAL YEAR ENDED JUNE 30, 2004**



**PREPARED BY:
CITY OF LAS VEGAS DEPARTMENT
OF FINANCE AND BUSINESS SERVICES**

Entity: CITY OF LAS VEGAS, NEVADA

Date: June 15, 2004

INDEBTEDNESS REPORT

FY2003-2004

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since **July 1, 2003**?

Yes (☒) No (☐)

If so, amount: \$ 20,000,000
425,000

Date: 11/1/2004
Date: 6/1/2004

2. Has your local government approved any new Medium-Term Obligation issues since **July 1, 2003**?

Yes (☒) No (☐)

If so, amount: \$ 2,000,000

Date: 11/26/2003

3. Has your local government updated its debt management policy? (Per NRS 350.013)

Yes (☒) No (☐)

(Submit updated policy with Indebtedness Report.)

Not, prepare a statement discussing the following areas:

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
- B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
- C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
- D. Discuss general obligation debt of your entity as a percentage of **assessed valuation** of all taxable property within the boundaries of your entity. (**REDBOOK FY 2003-2004**)
- E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
- F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
- G. Discuss the operating costs and revenue sources associated with each project.

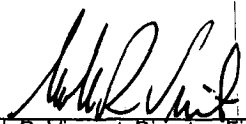
4. Has your local government updated its five-year capital improvement plan.

Yes (☒) No (☐)

(Submit updated plan with Indebtedness Report.)

5-year plan required. (NRS 354.5945 and NRS 350.013)

Submitted by:


Mark R. Vincent, Director, Finance and Business Services

Entity: CITY OF LAS VEGAS, NEVADA

Date: June 15, 2004

SCHEDULE OF INDEBTEDNESS AS OF JUNE 30, 2004

Check here if your entity has no outstanding debt _____

GENERAL OBLIGATION BONDS

1. General obligation	<u>\$3,605,000</u>
2. General obligation/revenue	<u>\$218,820,000</u>
3. General obligation special assessment	<u>\$5,582,000</u>
Total general obligation bonded debt	<u>\$228,007,000</u>

MEDIUM-TERM FINANCING

1. General Obligation bonds	<u>\$80,160,000</u>
2. Negotiable notes or bonds	<u>\$1,754,052</u>
Capital lease purchases	<u> </u>
Total medium-term financing	<u>\$81,914,052</u>

REVENUE BONDS

OTHER DEBT

1. Capital lease purchases - MTO not required or prior to law change	<u> </u>
2. Mortgages	<u> </u>
3. Warrants	<u>\$374,226</u>
4. Special assessment	<u> </u>
5. Other (specify) _____	<u> </u>
6. Other (specify) _____	<u> </u>
Total other debt	<u>\$374,226</u>

TOTAL INDEBTEDNESS

\$310,295,278

Authorized but unissued general obligation bonds _____

NOTE: Please explain and provide documentation for any differences between the amounts reported on this schedule and those reported on Schedule C-1 of your final Fiscal Year 2004-2005 budget.

SEE ATTACHED SCHEDULE 1

Entity: CITY OF LAS VEGAS, NEVADADate: June 15, 2004**SCHEDULE OF FIVE YEAR DEBT SERVICE REQUIREMENTS AS OF JUNE 30, 2004**

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
G/O Bonds	\$958,998	\$962,498	\$970,372	\$974,295	
G/O Revenue	\$27,636,527	\$24,932,339	\$23,747,377	\$23,783,703	\$23,805,608
G/O Special Assessment	\$821,187	\$811,828	\$576,032	\$575,032	\$558,729
Medium-term Obligation					
G/O Bonds	\$14,286,973	\$14,747,537	\$13,843,418	\$12,781,289	\$11,871,877
Notes/Bonds	\$524,774	\$524,774	\$524,774	\$262,387	
Leases/Purchases					
Revenue Bonds					
Other Lease Purchases					
Mortgages					
Warrants	\$9,081	\$374,226			
Special Assessments					
Other Debt					
TOTAL	\$44,237,540	\$42,353,202	\$39,661,973	\$38,376,706	\$36,236,214
Add: Difference in SID 1474, 1486 and 1481 Payments (see schedule 1 note 1 and 2)					
Principal		129,600			
Interest		111,503			
Add: Proposed SID Debt Payments					
Interest		228,200			
Add: Proposed General Obligation Bond Debt Payments					
Interest		630,000			
Balance Per Schedule C-1 Indebtedness	<u>\$45,336,843</u>				

Entity: CITY OF LAS VEGAS, NEVADA

Date: June 15, 2004

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30, 2004

The repayment schedules should start with the payment of principal and interest due after June 30, 2004 and continue until any particular issue is retired.

SEE ATTACHED AMORTIZATION - SCHEDULE 2

Entity: CITY OF LAS VEGAS, NEVADA

(1) CONTEMPLATED GENERAL OBLIGATION DEBT PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PYMT DATE	(6) INTEREST RATE
Park	General obligation\revenue	\$ 20,000,000	10 years	11/1/2014	5.00%
Land Development	General obligation\revenue	25,500,000	10 years	10/1/2014	5.00%
Business Building Incubator	General obligation\revenue	4,500,000	10 years	10/1/2014	5.75%
Special Assessment Districts	Warrants	2,216,000	various	various	2.40 - 2.60%
Fremont Street Entertainment District Streetscape	General obligation spec ass	3,600,000	20 years	10/1/2014	5.00%
Special Assessment Districts	General obligation spec ass	2,000,000	20 years	7/7/2024	5.00%

SPECIAL ELECTIVE TAX PURPOSE	TYPE	AMOUNT	TERM	FINAL PYMT DATE	INTEREST RATE
NONE					

Statement of Contemplated General Obligation Debt and
Special Elective Taxes - Fiscal Year 2004-2005

SCHEDULE 1

CITY OF LAS VEGAS, NEVADA
RECONCILIATION OF DIFFERENCE BETWEEN SCHEDULE OF INDEBTEDNESS AS OF JUNE 30, 2004
AND SCHEDULE C-1 OF FINAL FISCAL YEAR 2004-2005 BUDGET

TOTAL OUTSTANDING DEBT SERVICE PER SCHEDULE C-1			\$312,593,278

LESS: SPECIAL ASSESSMENT DEBT

Assessment District 1474 and 1486 debt per Schedule C-1	\$	750,000		
2 Assessment District 1474 and 1486 debt issued on 6/1/04		<u>452,000</u>		
	\$		(298,000)	
1 Assessment District 1481 per Schedule C-1 not issued			<u>(2,000,000)</u>	
				(2,298,000)

TOTAL OUTSTANDING DEBT SERVICE PER INDEBTEDNESS REPORT (Page 2)				<u><u>\$310,295,278</u></u>

Note 1 A law suit was file on district 1481 prior to the sale of the bonds on 6/2/04.
Bond council requested the sale be cancelled until they could review the suit.
Anticipated bond sale to be 7/7/04.

Note 2 Difference in bond issue amount was from prepayments of assessments prior
to bond closing.

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2005	GEN. OBLIGATION BONDS	1993 FIRE PROTECTION Refunding Bonds	860,000	98,998	958,998
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	4,750,000	2,444,816	7,194,816
	GO/REV SUPP. REFUNDING SERIES 2002B	SANITATION FUND	2,910,000	669,050	3,579,050
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	2,970,000	1,780,150	4,750,150
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,430,000	1,324,940	2,754,940
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS		1,214,581	1,214,581
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,325,000	758,738	2,083,738
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds	795,000	136,683	931,683
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	720,000	498,215	1,218,215
	GO/REVENUE SUPPORTED	REDEVELOPMENT PROJ Refunding Bonds	1,195,000	48,300	1,243,300
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	405,000	496,939	901,939
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	365,000	661,475	1,026,475
			16,865,000	10,771,527	27,636,527
	MEDIUM-TERM JAIL BONDS	JAIL FACILITY Refunding Bonds	1,125,000	45,700	1,170,700
	MEDIUM-TERM RECRN BONDS	RECREATION FACILITIES	1,175,000	185,500	1,360,500
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,405,000	772,221	3,177,221
	MEDIUM-TERM	BUILDING BONDS	755,000	291,857	1,046,857
	MEDIUM-TERM	VARIOUS PURPOSE	1,065,000	182,934	1,247,934
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00)	2,140,000	875,955	3,015,955
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	1,605,000	554,283	2,159,283
	MEDIUM-TERM	Housing Note (2,000,000.00)	485,767	39,007	524,774
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil)	710,000	398,523	1,108,523
			11,465,767	3,345,980	14,811,747
	IMPROVEMENT BONDS 10/95	SPECIAL ASSESSMENTS	215,000	15,558	230,558
	IMPROVEMENT BONDS 07/01/98	SPECIAL ASSESSMENTS	130,000	26,001	156,001
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	205,000	166,633	371,633
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,400	17,595	62,995
			595,400	225,787	821,187
	WARRENTS	SPECIAL ASSESSMENTS		9,081	9,081
			29,786,167	14,451,373	44,237,540
2006	GEN. OBLIGATION BONDS	1993 FIRE PROTECTION Refunding Bonds	885,000	77,498	962,498
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	1,835,000	2,207,316	4,042,316
	GO/REV SUPP. REFUNDING SERIES 2002B	SANITATION FUND	3,005,000	581,750	3,586,750
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	3,150,000	1,596,550	4,746,550
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,495,000	1,255,471	2,750,471
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	435,000	1,208,056	1,643,056
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,400,000	675,925	2,075,925
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds	815,000	116,558	931,558
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	760,000	476,915	1,236,915
	GO/REVENUE SUPPORTED	REDEVELOPMENT PROJ Refunding Bonds FINAL YEAR	1,220,000	24,400	1,244,400
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	425,000	476,183	901,183
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	395,000	640,575	1,035,575
			14,935,000	9,997,339	24,932,339
	MEDIUM-TERM JAIL BONDS	JAIL FACILITY Refunding Bonds FINAL YEAR	1,160,000	23,200	1,183,200
	MEDIUM-TERM RECRN BONDS	RECREATION FACILITIES	1,235,000	126,750	1,361,750
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,505,000	676,021	3,181,021
	MEDIUM-TERM	BUILDING BONDS	795,000	253,106	1,048,106
	MEDIUM-TERM	VARIOUS PURPOSE	1,110,000	134,529	1,244,529
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00)	2,510,000	770,075	3,280,075
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	1,830,000	515,358	2,345,358
	MEDIUM-TERM	Housing Note (2,000,000.00)	497,927	26,847	524,774
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil)	760,000	343,498	1,103,498
			12,402,927	2,869,384	15,272,311

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL</u> <u>YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
	IMPROVEMENT BONDS 10/95	SPECIAL ASSESSMENTS FINAL YEAR	220,000	5,225	225,225
	IMPROVEMENT BONDS 07/01/98	SPECIAL ASSESSMENTS	130,000	20,346	150,346
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	215,000	159,019	374,019
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,400	16,838	62,238
			<u>610,400</u>	<u>201,428</u>	<u>811,828</u>
	WARRENTS	SPECIAL ASSESSMENTS	374,226		374,226
			<u>29,207,553</u>	<u>13,145,649</u>	<u>42,353,202</u>
2007	GEN. OBLIGATION BONDS	1993 FIRE PROTECTION Refunding Bonds	915,000	55,372	970,372
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	1,915,000	2,129,329	4,044,329
	GO/REV SUPP. REFUNDING SERIES 2002B	SANITATION FUND	3,170,000	431,500	3,601,500
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	3,350,000	1,401,550	4,751,550
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,565,000	1,182,796	2,747,796
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	455,000	1,194,706	1,649,706
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,490,000	590,175	2,080,175
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds	840,000	95,870	935,870
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	800,000	451,915	1,251,915
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	450,000	454,933	904,933
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	425,000	616,963	1,041,963
			<u>14,460,000</u>	<u>9,287,377</u>	<u>23,747,377</u>
	MEDIUM-TERM RECRN BONDS	RECREATION FACILITIES FINAL YEAR	1,300,000	65,000	1,365,000
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,605,000	575,821	3,180,821
	MEDIUM-TERM	BUILDING BONDS	835,000	212,356	1,047,356
	MEDIUM-TERM	VARIOUS PURPOSE	1,160,000	82,874	1,242,874
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00)	2,920,000	643,725	3,563,725
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	1,875,000	469,045	2,344,045
	MEDIUM-TERM	Housing Note (2,000,000.00)	510,391	14,383	524,774
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil)	815,000	284,597	1,099,597
			<u>12,020,391</u>	<u>2,347,801</u>	<u>14,368,192</u>
	IMPROVEMENT BONDS 07/01/98	SPECIAL ASSESSMENTS	130,000	14,593	144,593
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	220,000	151,135	371,135
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,400	14,904	60,304
			<u>395,400</u>	<u>180,632</u>	<u>576,032</u>
			<u>27,790,791</u>	<u>11,871,182</u>	<u>39,661,973</u>
2008	GEN. OBLIGATION BONDS	1993 FIRE PROTECTION Refunding Bonds FINAL YEAR	945,000	29,295	974,295
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,010,000	2,033,579	4,043,579
	GO/REV SUPP. REFUNDING SERIES 2002B	SANITATION FUND	3,340,000	273,000	3,613,000
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	3,555,000	1,194,400	4,749,400
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,640,000	1,106,678	2,746,678
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	475,000	1,180,163	1,655,163
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,580,000	498,912	2,078,912
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds	860,000	72,470	932,470
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	850,000	423,865	1,273,865
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	475,000	432,433	907,433
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	455,000	590,563	1,045,563
			<u>15,240,000</u>	<u>8,543,703</u>	<u>23,783,703</u>
	MEDIUM-TERM	VARIOUS PURPOSE FINAL YEAR	1,215,000	28,097	1,243,097
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,705,000	471,621	3,176,621
	MEDIUM-TERM	BUILDING BONDS	875,000	169,606	1,044,606
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00)	3,380,000	493,985	3,873,985
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	1,925,000	421,545	2,346,545
	MEDIUM-TERM	Housing Note (2,000,000.00) Final Year	259,967	2,420	262,387
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil)	875,000	221,435	1,096,435
			<u>11,234,967</u>	<u>1,808,709</u>	<u>13,043,676</u>

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED

SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL</u> <u>YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
	IMPROVEMENT BONDS 07/01/98	SPECIAL ASSESSMENTS	130,000	8,775	138,775
	IMPROVEMENT BONDS Series	SPECIAL ASSESSMENTS	235,000	142,888	377,888
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,400	12,969	58,369
			<u>410,400</u>	<u>164,632</u>	<u>575,032</u>
			<u>27,830,367</u>	<u>10,546,339</u>	<u>38,376,706</u>
2009					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,090,000	1,951,169	4,041,169
	GO/REV SUPP. REFUNDING SERIES 2002B	SANITATION FUND FINAL YEAR	3,485,000	139,400	3,624,400
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	3,775,000	974,500	4,749,500
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,715,000	1,026,996	2,741,996
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,675,000	402,138	2,077,138
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	500,000	1,164,319	1,664,319
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds	880,000	45,710	925,710
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	900,000	392,540	1,292,540
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	500,000	408,683	908,683
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	480,000	562,513	1,042,513
			<u>16,000,000</u>	<u>7,805,608</u>	<u>23,805,608</u>
	MEDIUM-TERM	BUILDING BONDS	920,000	124,731	1,044,731
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,825,000	363,421	3,188,421
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00)	3,885,000	317,683	4,202,683
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	1,970,000	372,857	2,342,857
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil)	940,000	153,185	1,093,185
			<u>10,540,000</u>	<u>1,331,877</u>	<u>11,871,877</u>
	IMPROVEMENT BONDS 07/01/98	SPECIAL ASSESSMENTS FINAL YEAR	130,000	2,925	132,925
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	235,000	134,369	369,369
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,400	11,035	56,435
			<u>410,400</u>	<u>148,329</u>	<u>558,729</u>
			<u>26,950,400</u>	<u>9,285,814</u>	<u>36,236,214</u>
2010					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,200,000	1,841,444	4,041,444
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	3,990,000	761,500	4,751,500
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,800,000	943,065	2,743,065
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,775,000	303,312	2,078,312
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	520,000	1,147,094	1,667,094
	GO/REVENUE SUPPORTED	TRANSPORTATION IMP Refunding Bonds FINAL YEAR	910,000	15,925	925,925
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	955,000	356,565	1,311,565
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	525,000	383,183	908,183
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	510,000	532,813	1,042,813
			<u>13,185,000</u>	<u>7,022,541</u>	<u>20,207,541</u>
	MEDIUM-TERM	BUILDING BONDS	970,000	76,875	1,046,875
	MEDIUM-TERM	PUBLIC SAFETY BONDS	2,945,000	250,421	3,195,421
	MEDIUM-TERM	PARK/REC BONDS (25,000,000.00) FINAL YEAR	4,450,000	111,250	4,561,250
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	2,020,000	320,963	2,340,963
	MEDIUM-TERM (MUNI PARKING FUND)	PARKING GARAGE PAULS GROUP (7.5 mil) FINAL YEAR	1,005,000	79,395	1,084,395
			<u>11,390,000</u>	<u>838,904</u>	<u>12,228,904</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	250,000	125,579	375,579
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,000	9,106	54,106
			<u>295,000</u>	<u>134,685</u>	<u>429,685</u>
			<u>24,870,000</u>	<u>7,996,130</u>	<u>32,866,130</u>
2011					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,315,000	1,725,944	4,040,944

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

FISCAL YEAR	DESCRIPTION	PURPOSE	PRINCIPAL	INTEREST	TOTAL
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	4,190,000	557,000	4,747,000
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,885,000	853,683	2,738,683
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND)	1,885,000	197,700	2,082,700
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)		737,640	737,640
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	545,000	1,127,775	1,672,775
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	1,015,000	315,896	1,330,896
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	555,000	355,883	910,883
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	535,000	501,463	1,036,463
			12,925,000	6,372,984	19,297,984
	MEDIUM-TERM	BUILDING BONDS - FINAL YEAR	1,015,000	26,010	1,041,010
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	2,080,000	262,492	2,342,492
	MEDIUM-TERM	PUBLIC SAFETY BONDS -FINAL YEAR	3,070,000	128,940	3,198,940
			6,165,000	417,442	6,582,442
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	260,000	116,173	376,173
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,000	7,189	52,189
			305,000	123,362	428,362
			19,395,000	6,913,788	26,308,788
2012	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,440,000	1,604,406	4,044,406
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND	4,410,000	342,000	4,752,000
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	1,980,000	758,000	2,738,000
	GO/LIMITED TAX 11/1/1998A (TAXABLE)	REDEVEL PROJECTS (M PARK FUND) FINAL YEAR	1,410,000	84,600	1,494,600
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	595,000	737,640	1,332,640
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	570,000	1,106,156	1,676,156
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	1,080,000	270,028	1,350,028
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	590,000	326,468	916,468
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	565,000	471,005	1,036,005
			13,640,000	5,700,303	19,340,303
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	2,145,000	196,436	2,341,436
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	265,000	106,064	371,064
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,000	5,272	50,272
			310,000	111,336	421,336
			16,095,000	6,008,075	22,103,075
2013	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,570,000	1,473,256	4,043,256
	GO/REV SUPP. REFUNDING 1997	SANITATION FUND FINAL YEAR	4,635,000	115,875	4,750,875
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	2,080,000	656,500	2,736,500
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	2,120,000	709,675	2,829,675
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	595,000	1,082,856	1,677,856
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	1,150,000	218,703	1,368,703
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	625,000	294,755	919,755
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	600,000	440,998	1,040,998
			14,375,000	4,992,618	19,367,618
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00)	2,220,000	122,730	2,342,730
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	280,000	95,090	375,090
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,000	3,355	48,355
			325,000	98,445	423,445
			16,920,000	5,213,793	22,133,793
2014	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,705,000	1,335,119	4,040,119
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	2,180,000	550,000	2,730,000
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	2,220,000	607,915	2,827,915
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	625,000	1,054,550	1,679,550

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	1,225,000	162,584	1,387,584
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	660,000	260,380	920,380
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	630,000	408,073	1,038,073
			<u>10,245,000</u>	<u>4,378,621</u>	<u>14,623,621</u>
	MEDIUM-TERM	RECREATION Bonds (20,000,000.00) Final Year	2,330,000	41,940	2,371,940
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	150,000	86,125	236,125
	IMPROVEMENT BONDS District 1474 & 1486	SPECIAL ASSESSMENTS	45,000	1,438	46,438
			<u>195,000</u>	<u>87,563</u>	<u>282,563</u>
			<u>12,770,000</u>	<u>4,508,124</u>	<u>17,278,124</u>
2015	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	2,855,000	1,189,725	4,044,725
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	2,295,000	438,125	2,733,125
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	2,335,000	499,690	2,834,690
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	660,000	1,020,819	1,680,819
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds	1,310,000	101,395	1,411,395
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	700,000	224,080	924,080
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	670,000	372,323	1,042,323
			<u>10,825,000</u>	<u>3,846,157</u>	<u>14,671,157</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	155,000	79,490	234,490
			<u>10,980,000</u>	<u>3,925,647</u>	<u>14,905,647</u>
2016	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	3,005,000	1,036,269	4,041,269
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	2,410,000	320,500	2,730,500
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	2,450,000	385,275	2,835,275
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	690,000	985,381	1,675,381
	GO/REVENUE SUPPORTED	FREMONT ST EXPERIENCE Refunding Bonds FINAL YEA	1,400,000	34,650	1,434,650
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	740,000	184,880	924,880
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	710,000	333,840	1,043,840
			<u>11,405,000</u>	<u>3,280,795</u>	<u>14,685,795</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	170,000	72,255	242,255
			<u>11,575,000</u>	<u>3,353,050</u>	<u>14,928,050</u>
2017	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	3,165,000	874,750	4,039,750
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND	2,535,000	196,875	2,731,875
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND)	2,575,000	264,000	2,839,000
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	730,000	948,106	1,678,106
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	785,000	143,070	928,070
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	755,000	292,454	1,047,454
			<u>10,545,000</u>	<u>2,719,255</u>	<u>13,264,255</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	175,000	64,405	239,405
			<u>10,720,000</u>	<u>2,783,660</u>	<u>13,503,660</u>
2018	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	3,325,000	716,500	4,041,500
	GO/REV SUPP. REFUNDING 1997A	SANITATION FUND FINAL YEAR	2,670,000	66,750	2,736,750
	GO/LIMITED TAX 11/1/1998B (TAX-EXEMPT)	REDEVEL PROJECTS (M PARK FUND) FINAL YEAR	2,705,000	135,250	2,840,250
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	765,000	908,863	1,673,863
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00)	830,000	98,325	928,325
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	800,000	247,725	1,047,725

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
			11,095,000	2,173,413	13,268,413
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	180,000	56,150	236,150
			<u>11,275,000</u>	<u>2,229,563</u>	<u>13,504,563</u>
2019					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	3,490,000	550,250	4,040,250
	GO/REVENUE SUPPORTED (10/01/99)	PARKING PROJECT (10,000,000.00) FINAL YEAR	880,000	930,600	1,810,600
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	850,000	199,463	1,049,463
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	800,000	867,781	1,667,781
			<u>6,020,000</u>	<u>2,548,094</u>	<u>8,568,094</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	190,000	47,360	237,360
			<u>6,210,000</u>	<u>2,595,454</u>	<u>8,805,454</u>
2020					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL	3,665,000	375,750	4,040,750
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	835,000	824,863	1,659,863
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	910,000	147,300	1,057,300
			<u>5,410,000</u>	<u>1,347,913</u>	<u>6,757,913</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	200,000	37,900	237,900
			<u>5,610,000</u>	<u>1,385,813</u>	<u>6,995,813</u>
2021					
	GO/REVENUE SERIES 2001	SEWER AND FLOOD CONTROL - FINAL YEAR	3,850,000	192,500	4,042,500
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	880,000	779,844	1,659,844
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS	970,000	90,900	1,060,900
			<u>5,700,000</u>	<u>1,063,244</u>	<u>6,763,244</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	210,000	27,750	237,750
			<u>5,910,000</u>	<u>1,090,994</u>	<u>7,000,994</u>
2022					
	GO/REVENUE SUPPORTED Series 2001	GOLF COURSE BONDS Final Year	1,030,000	30,900	1,060,900
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	925,000	733,619	1,658,619
			<u>1,955,000</u>	<u>764,519</u>	<u>2,719,519</u>
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS	220,000	17,000	237,000
			<u>2,175,000</u>	<u>781,519</u>	<u>2,956,519</u>
2023					
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	970,000	686,244	1,656,244
	IMPROVEMENT BONDS Series 2002	SPECIAL ASSESSMENTS Final Year	230,000	5,750	235,750
			<u>1,200,000</u>	<u>691,994</u>	<u>1,891,994</u>
2024					
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	<u>1,025,000</u>	<u>636,369</u>	<u>1,661,369</u>
2025					
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	<u>1,075,000</u>	<u>583,869</u>	<u>1,658,869</u>
2026					
	GO/REVENUE SUPPORTED SERIES 2002A	PARKING BONDS	<u>1,135,000</u>	<u>528,619</u>	<u>1,663,619</u>

ENTITY: CITY OF LAS VEGAS

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

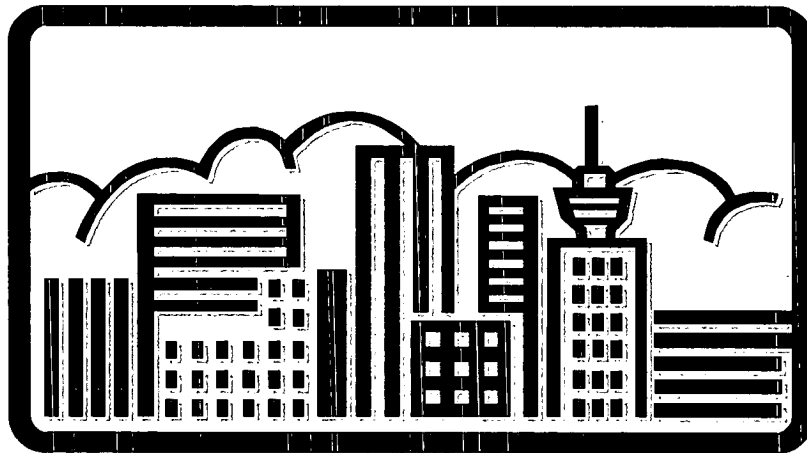
COMMENCING FY 2003 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

SCHEDULE 2

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2027	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,195,000</u>	<u>470,369</u>	<u>1,665,369</u>
2028	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,255,000</u>	<u>408,334</u>	<u>1,663,334</u>
2029	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,325,000</u>	<u>342,222</u>	<u>1,667,222</u>
2030	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,390,000</u>	<u>272,650</u>	<u>1,662,650</u>
2031	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,465,000</u>	<u>199,491</u>	<u>1,664,491</u>
2032	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,540,000</u>	<u>122,488</u>	<u>1,662,488</u>
2033	GO/REVENUE SUPPORTED SERIES 2002A PARKING BONDS		<u>1,620,000</u>	<u>41,513</u>	<u>1,661,513</u>
GRAND TOTAL			<u>310,295,278</u>	<u>112,383,881</u>	<u>422,679,159</u>

<u>RECAP</u>				
GENERAL OBLIGATION BONDS	AD VALOREM	3,605,000	261,163	3,866,163
GO/REVENUE SUPPORTED	PLEDGED REVENUES	218,820,000	96,908,175	315,728,175
MEDIUM-TERM FINANCING		81,914,052	13,321,203	95,235,255
IMPROVEMENT BONDS	SPECIAL ASSESSMENTS	5,582,000	1,884,259	7,466,259
WARRENTS	SPECIAL ASSESSMENTS	374,226	9,081	383,307
GRAND TOTAL		<u>310,295,278</u>	<u>112,383,881</u>	<u>422,679,159</u>

**CITY OF LAS VEGAS, NEVADA
REDEVELOPMENT AGENCY
INDEBTEDNESS REPORT FORMS
FISCAL YEAR ENDED JUNE 30, 2004**



**PREPARED BY:
CITY OF LAS VEGAS DEPARTMENT
OF FINANCE AND BUSINESS SERVICES**

Entity:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Date: June 18, 2004

INDEBTEDNESS REPORT

FY 2003-2004

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since **July 1, 2003?**

Yes () No (X)

If so, amount: \$ _____ Date: _____

2. Has your local government approved any new medium-term obligation issues since **July 1, 2003?**

Yes () No (X)

If so, amount: \$ _____ Date: _____

3. Has your local government updated its debt management policy? (NRS 350.013) Yes (X) No ()
(Submit updated policy with Indebtedness Report.)

If not, prepare a statement discussing the following areas:

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
- B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
- C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
- D. Discuss general obligation debt of your entity as a percentage of assessed valuation of all taxable property within the boundaries of your entity. **(REDBOOK FY 2003-2004)**
- E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
- F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
- G. Discuss the operating costs and revenue sources associated with each project.

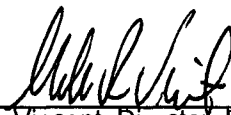
4. Has your local government updated its five year capital improvement plan ?

Yes (X) No ()

(Submit updated plan with Indebtedness Report.)

5-year plan required. (NRS 354.5945 and NRS 350.013)

Submitted by:



Mark R. Vincent, Director, Finance and Business Services

Entity:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

Date: June 18, 2004

SCHEDULE OF INDEBTEDNESS AS OF JUNE 30, 2004

Check here if your entity does not have any outstanding debt _____

GENERAL OBLIGATION BONDS

1. General obligation _____
2. General obligation/revenue _____
3. General obligation special assessment _____

Total general obligation bonded debt _____

MEDIUM-TERM FINANCING

1. General Obligation bonds _____
2. Negotiable notes or bonds _____
3. Capital lease purchases _____

Total medium-term obligation debt _____

\$2,415,000

\$2,415,000

REVENUE BONDS

OTHER DEBT

1. Capital lease purchases - MTO not required or prior to law change _____
2. Mortgages _____
3. Warrants _____
4. Special assessment _____
5. Other (specify) - Tax Increment Revenue Bonds _____
6. Other (specify) _____

Total other debt _____

\$36,865,000

\$36,865,000

TOTAL INDEBTEDNESS

\$39,280,000

Authorized but unissued general obligation bonds _____

None

NOTE: Please explain and provide documentation for any differences between the amounts reported on this schedule and those reported on **Schedule C-1** of your **Final Fiscal Year 2004-05** budget.

Entity: **CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

Date: June 18, 2004

SCHEDULE OF FIVE YEAR DEBT SERVICE REQUIREMENTS AS OF JUNE 30, 2004

List for the next five years the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
G/O Bonds					
G/O Revenue					
G/O Special Assessment					
Medium-term Financing					
G/O Bonds					
Notes/Bonds	<u>\$1,243,300</u>	<u>\$1,244,400</u>			
Leases/Purchases					
Revenue Bonds					
Other Lease Purchases					
Mortgages					
Warrants					
Special Assessments					
Other Debt	<u>\$4,951,387</u>	<u>\$5,019,365</u>	<u>\$5,010,025</u>	<u>\$5,012,520</u>	<u>\$5,026,968</u>
TOTAL	<u>\$6,194,687</u>	<u>\$6,263,765</u>	<u>\$5,010,025</u>	<u>\$5,012,520</u>	<u>\$5,026,968</u>
Add: Proposed Assembly of Strategic Parcels Bonds Interest payments	<u>752,500</u>				
Balance Schedule C-1	<u>\$6,947,187</u>				

Entity:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

SCHEDULE OF DEBT REPAYMENTS AS OF JUNE 30, 2004

The repayment schedules should start with the payment of principal and interest due after June 30, 2004 and continue until any particular issue is retired.

SEE ATTACHED AMORTIZATION SCHEDULE 1

Entity: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

(1) CONTEMPLATED GENERAL OBLIGATION DEBT PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PYMT DATE	(6) INTEREST RATE
Land Assembly	Tax Increment Revenue	25,000,000	26 Years	4/1/2031	6.02%

SPECIAL ELECTIVE TAX PURPOSE	TYPE	AMOUNT	TERM	FINAL PYMT DATE	INTEREST RATE
NONE					

Statement of Contemplated General Obligation Debt and
Special Elective Taxes - Fiscal Year 2004-2005

ENTITY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

SCHEDULE 1

COMMENCING FY 1998 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2005	TAX INCREMENT REVENUE BONDS	Refunding SERIES 1998 - Final	835,000	44,672	879,672
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	150,000	899,350	1,049,350
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	185,000	86,775	271,775
	TAX INCREMENT REFUNDING BONDS	SERIES 1995A	1,865,000	785,438	2,650,438
	TAX INCREMENT REFUNDING BONDS	SERIES 1995B	75,000	25,152	100,152
			<u>3,110,000</u>	<u>1,841,387</u>	<u>4,951,387</u>
LOAN		CITY OF LAS VEGAS	1,195,000	48,300	1,243,300
			<u>4,305,000</u>	<u>1,889,687</u>	<u>6,194,687</u>
2006	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	155,000	894,850	1,049,850
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	190,000	81,225	271,225
	TAX INCREMENT REFUNDING BONDS	SERIES 1995A	2,910,000	687,525	3,597,525
	TAX INCREMENT REFUNDING BONDS	SERIES 1995B	80,000	20,765	100,765
			<u>3,335,000</u>	<u>1,684,365</u>	<u>5,019,365</u>
LOAN		CITY OF LAS VEGAS	1,220,000	24,400	1,244,400
			<u>4,555,000</u>	<u>1,708,765</u>	<u>6,263,765</u>
2007	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	160,000	890,200	1,050,200
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	195,000	75,525	270,525
	TAX INCREMENT REFUNDING BONDS	SERIES 1995A	3,060,000	533,295	3,593,295
	TAX INCREMENT REFUNDING BONDS	SERIES 1995B	80,000	16,005	96,005
			<u>3,495,000</u>	<u>1,515,025</u>	<u>5,010,025</u>
2008	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	170,000	884,600	1,054,600
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	200,000	68,700	268,700
	TAX INCREMENT REFUNDING BONDS	SERIES 1995A	3,225,000	368,055	3,593,055
	TAX INCREMENT REFUNDING BONDS	SERIES 1995B	85,000	11,165	96,165
			<u>3,680,000</u>	<u>1,332,520</u>	<u>5,012,520</u>
2009	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	175,000	878,650	1,053,650
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	215,000	61,700	276,700
	TAX INCREMENT REFUNDING BONDS	SERIES 1995A - Final	3,405,000	190,680	3,595,680
	TAX INCREMENT REFUNDING BONDS	SERIES 1995B - Final	95,000	5,938	100,938
			<u>3,890,000</u>	<u>1,136,968</u>	<u>5,026,968</u>
2010	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	3,295,000	871,650	4,166,650
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	220,000	53,100	273,100
			<u>3,515,000</u>	<u>924,750</u>	<u>4,439,750</u>

ENTITY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY

SCHEDULE OF DEBT REPAYMENT AS OF JUNE 30,

SCHEDULE 1

COMMENCING FY 1998 AND RUNNING UNTIL DEBT IS RETIRED
SOURCE: BOND AND NOTE REPAYMENT SCHEDULES

<u>FISCAL YEAR</u>	<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2011	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	3,450,000	723,375	4,173,375
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	230,000	44,300	274,300
			<u>3,680,000</u>	<u>767,675</u>	<u>4,447,675</u>
2012	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	3,625,000	550,875	4,175,875
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	250,000	35,100	285,100
			<u>3,875,000</u>	<u>585,975</u>	<u>4,460,975</u>
2013	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	3,785,000	387,750	4,172,750
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	260,000	23,850	283,850
			<u>4,045,000</u>	<u>411,600</u>	<u>4,456,600</u>
2014	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003A	3,970,000	198,500	4,168,500
	TAX INCREMENT REVENUE BONDS	Refunding SERIES 2003B	270,000	12,150	282,150
			<u>4,240,000</u>	<u>210,650</u>	<u>4,450,650</u>
		GRAND TOTAL	<u>39,280,000</u>	<u>10,483,615</u>	<u>49,763,615</u>
	RECAP				
	TAX INCREMENT REVENUE BONDS		36,865,000	10,410,915	47,275,915
	LOANS PAYABLE		2,415,000	72,700	2,487,700
		GRAND TOTAL	<u>39,280,000</u>	<u>10,483,615</u>	<u>49,763,615</u>

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Miguel Garcia, Location: East Las Vegas Community Center, 250 North Eastern Avenue, Date: July 17, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Raul T. Basave - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70:

APPROVED under separate actions (see individual items)

Item 65:

ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Dinos Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: August 6, 2004 and September 14, 2004, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Shaista Yusof, dba 7-Eleven Food Store #20379D, 2416 Stewart Avenue, Shaista Yusof, Franchise Mgr - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 5 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70:

APPROVED under separate actions (see individual items)

Item 65:

ABEYANCE to 7/21/2004 under separate action (see individual item)

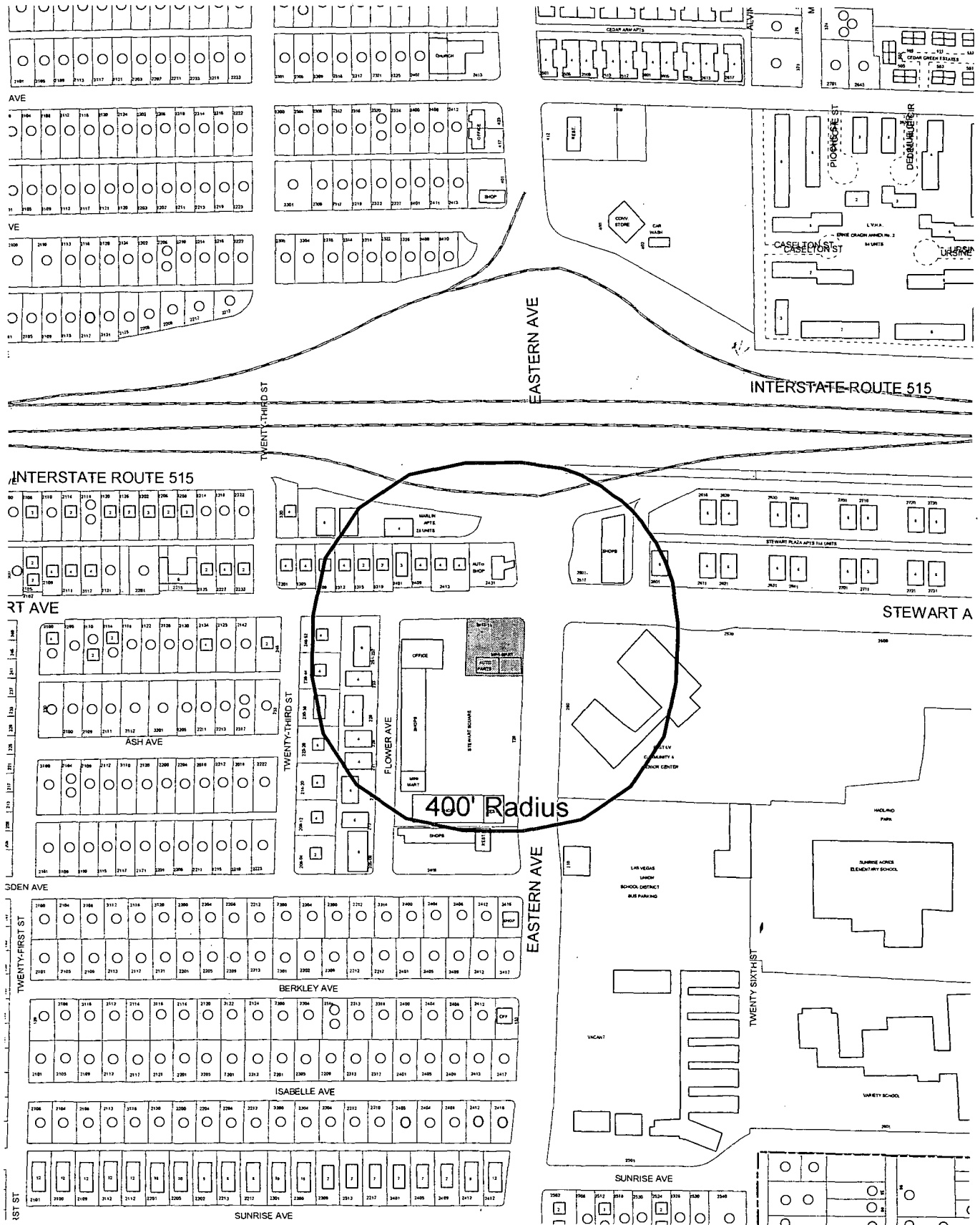
MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

7-Eleven Food Store #20379D



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Slot Operator Space Lease Location Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Westronics, db at Mario's Westside Market, 1960 Martin L. King Boulevard - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Slot Operator Space Lease Location Restricted Gaming License for 7 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

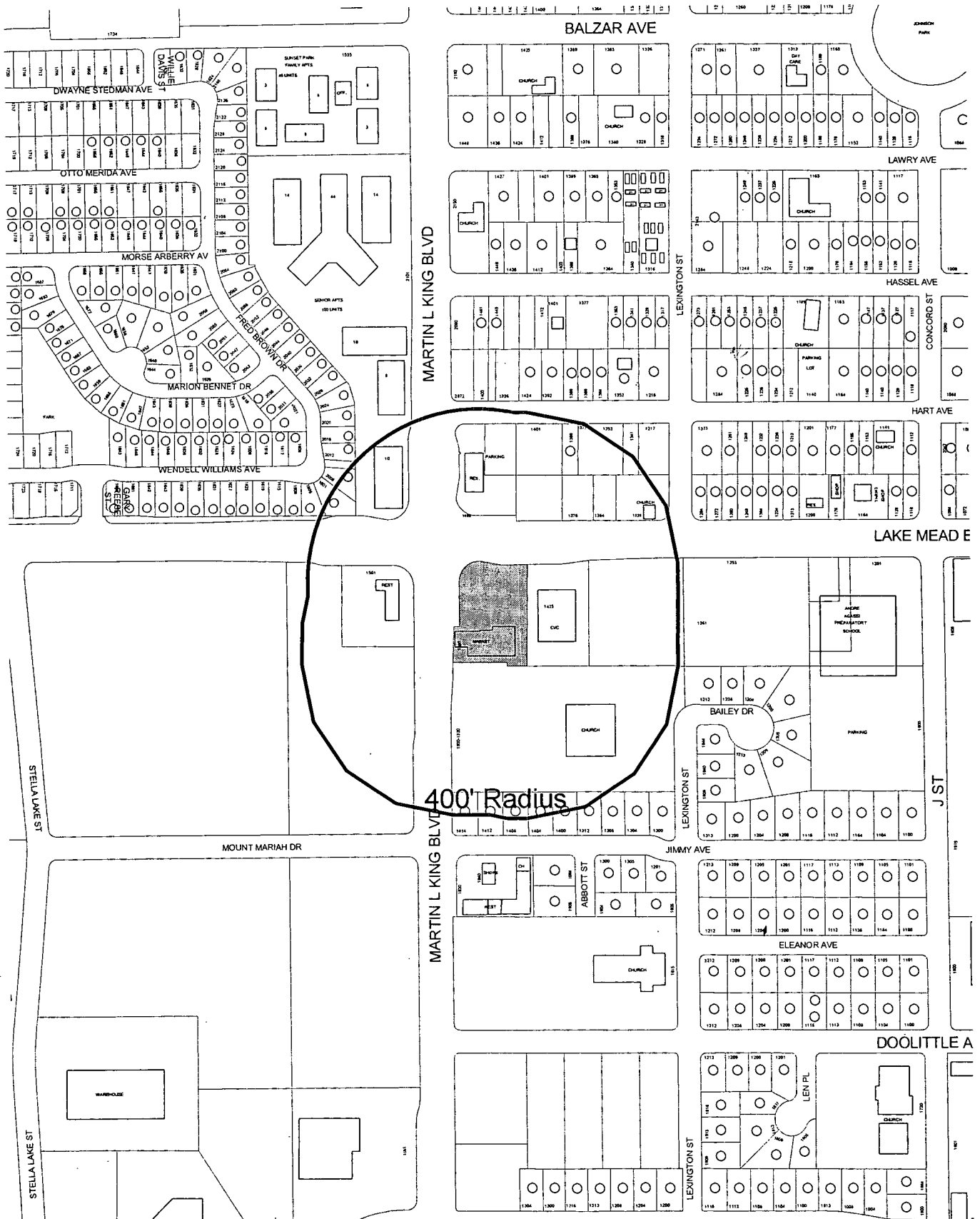
MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

Mario's Westside Market



0 200 400 Feet

12



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Slot Route Operator License, Sunset Coin, Inc., dba Sunset Coin, Inc., From: 740 South Decatur Boulevard, To: 5085 West Sahara Avenue, Suite 132, Bruce Becker, Dir, Pres, Ernest Becker, IV, Dir, VP, Barry Becker, Dir, Secy, Ernest Becker, III, Dir, Treas, Becker Gaming, Inc., 100% - County

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Slot Route Operator License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed for Item 13 that he is a consultant for SuperPawn, owned by his brother, Steven Mack, which is located near the site involved in Item 13. COUNCILMAN MACK indicated he would be voting, as his brother had not spoken to him regarding this request and he did not believe it would have any impact on SuperPawn shops.

MINUTES:

There was no discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Locksmith License, Marvin Rosen, dba Lo-Kost Lock & Key, 2525 Bottle Palm Court, Marvin Rosen, 100% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Massage Establishment License subject to the provisions of the planning codes, Scott Zelensky, dba Pro Active Health Therapeutic Services, From: 7135 West Ann Road, Suite 110, To: 7473 West Lake Mead Boulevard, Suite 100, #119, Scott D. Zelensky, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Massage Establishment License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

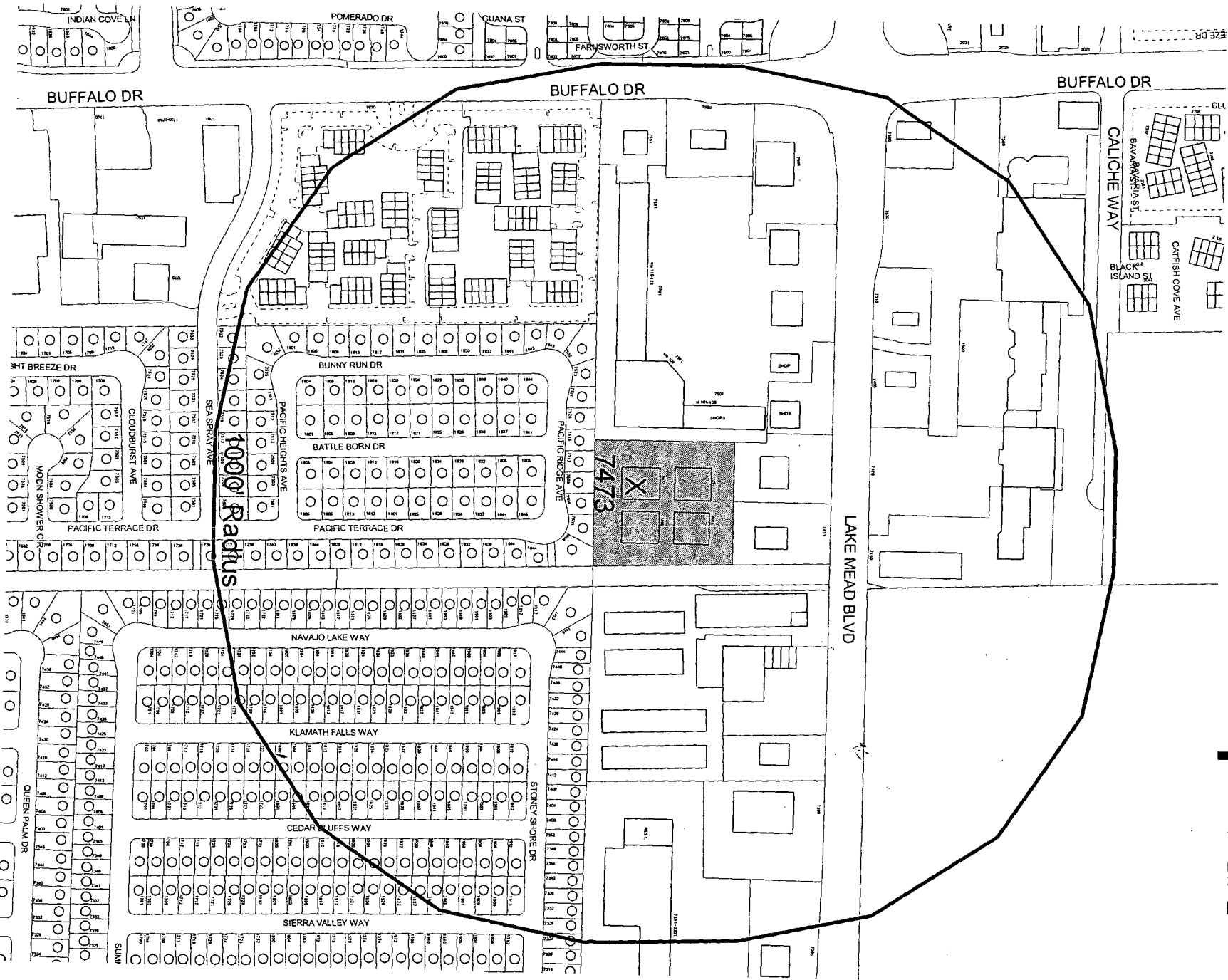
MINUTES:

There was no related discussion.

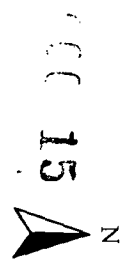
(9:50 – 9:52)

1-958

Pro Active Health Therapeutic



0 10020 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040149-TG, Annual Requirements Contract for Video Detection Systems - Department of Public Works - Award recommended to: PHOENIX HIGHWAY PRODUCTS, INC. (Estimated annual amount of \$1,200,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$1,200,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract to purchase video detection systems used by Public Works Traffic Engineering and Field Operations Division.

PCC: A. Green

POC: Debra Lesan - (623) 434-0509

RECOMMENDATION:

That the City Council approve the award of Bid No. 040149-TG, Annual Requirements Contract for Video Detection Systems to Phoenix Highway Products from date of award through June 30, 2005 with four (4) one-year options to renew in the estimated annual amount of \$1,200,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for seventeen (17) 2004 CNG Bi-Fueled Pick-up Trucks - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$369,157 - Automotive Operations Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$369,157

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Automotive Operations ISF

PURPOSE/BACKGROUND:

This request provides for the purchase of ten (10) 2004 CNG Bi-Fueled F150 Super Cab Pick-up Trucks and seven (7) 2004 CNG Bi-Fueled F150 Standard Cab Pick-up Trucks as replacement vehicles for the City Fleet to be used by the Department of Building & Safety.

This item is exempt from the competitive bidding process pursuant to NRS 332.146, exemptions to requirements for competitive bidding: auction, closeout and bankruptcy sales: sale of merchandise left after exhibition.

PCC: D. Rawski

POC: Bart Peterson - (702) 870-7221

CFN: 040387-DAR

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for seventeen (17) 2004 CNG Bi-Fueled Pick-up Trucks to Friendly Ford in the amount of \$369,157.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

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

Approval of revision to purchase order 220558 for an annual requirements contract for AC Pavement Reconstruction - Department Field Operations - Award to: SOUTHERN NEVADA PAVING, INC. (\$300,000 - Public Works Capital Projects Fund) - All Wards

Fiscal Impact☐**No Impact****Amount: \$300,000**☒**Budget Funds Available****Dept./Division: Field Operations**☐**Augmentation Required****Funding Source: Public Works CPF****PURPOSE/BACKGROUND:**

On March 20, 2002, City Council approved the award of Bid Number 01.1762.05-RC to Southern Nevada Paving for an annual requirements contract for AC Pavement Reconstruction at various locations throughout the City of Las Vegas from date of award through March 31, 2003, with four (4) one-year options to renew. This revision is requested to increase funding by \$300,000 for a new estimated annual amount of \$1,103,820. This request is based on an increase in the annual requirements that the City has for this work.

PCC: L. E. Davis

POC: Richard Riddle - (702) 876-5226

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 220558 to Southern Nevada Paving, Inc. in the amount of \$300,000 for a revised total annual amount of \$1,103,820. The original contingency reserve set by Finance and Business Services will remain unchanged at \$396,181.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.15341.08-LED, Patriot Park Tennis Court Addition and Park Signage, 4050 Thom Blvd., and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CG&B ENTERPRISES, INC. (\$211,023 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$211,023

☐

Budget Funds Available

Dept./Division: Public Works

☒

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

This project consists of the construction of a new, lighted tennis court, placement of additional park signs and a concrete dedication plaque monument at Patriot Park located at 4050 Thom Blvd.

PCC: L. E. Davis

POC: Michael J. McComb - (702) 565-6564

RECOMMENDATION:

That City Council approve the award of Bid No. 04.15341.08-LED, Patriot Park Tennis Court Addition to CG&B Enterprises, Inc. in the amount of \$211,023 and approve a construction conflicts and contingency reserve of \$21,102. Authority to execute contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of revision to purchase order 220562 for an annual requirements contract for Slurry Seal - Department of Field Operations - Award to: INTERMOUNTAIN SLURRY SEAL, INC. (\$200,000 - Public Works Capital Projects Fund) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$200,000

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Public Works CPF

PURPOSE/BACKGROUND:

On March 6, 2002, City Council approved the award of Bid Number 02.1762.01-RC to Intermountain Slurry Seal, Inc. for an annual requirements contract for slurry seal at various locations throughout the City of Las Vegas from date of award through March 31, 2003, with four (4) one-year options to renew. This revision is requested to increase funding by \$200,000 for a new estimated annual amount of \$1,647,677. This request is based on an increase in the annual requirements that the City has for this work.

PCC: L. E. Davis

POC: Kathleen Kenan - (831) 724-1011

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 220562 to Intermountain Slurry Seal, Inc. in the amount of \$200,000 for a revised total annual amount of \$1,847,677. The original contingency reserve set by Finance and Business Services will remain unchanged at \$164,768.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Modification No. 1 to Contract No. 040120, Consulting Services Contract Northwest Regional Open Space Plan - Department of Planning and Development - Award to: GREENWAYS, INC. (\$144,920 - Parks and Leisure Activities Capital Projects Fund)

Fiscal Impact

☐

No Impact

Amount: \$144,920

☒

Budget Funds Available

Dept./Division: Planning and Development

☐

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

This Modification No. 1 adds to the scope of work for the design and development of a city-wide multi-use trails system. Greenways, Inc. is currently assisting in the development of the Northwest Regional Open Space Plan and this new work augments the current planning efforts.

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

PCC: Denise Kaplan

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

RECOMMENDATION:

That the City Council approve the award of Modification No. 1 to Contract No. 040120, Consulting Services Contract Northwest Regional Open Space Plan to Greenways, Inc. in an amount not to exceed \$144,920. Authority to execute modification is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

Northwest Open Space Plan

Las Vegas, NV



CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Charles A. Flink, II	5850 Fayetteville	(919) 484-8448
2.		Road, Suite 211,	
3.		Durham, NC 27713	
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: Not Applicable

Date of Attached Document: _____ Number of Pages: _____

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

Charles A. Flink

Name

December 5, 2003

Date

Subscribed and sworn to before me this 5th day of

December, 2003

Margie Shrews Flink
Notary Public

The Greenways
Incorporated Team

ADD: The first paragraph will be designated paragraph (a).

ADD: Add paragraph (b) as follows;

" (b) The Company shall provide all labor, materials, and supervision to perform the Gap Analysis Evaluation and Feasibility Study of a City-Wide Multi-Use Trails Plan as specified in Attachment 6."

4. Section C-2 Deliverable Items. Add new deliverable items in conjunction with the added scope of work.

DELETE: The first paragraph in its entirety.

SUBSTITUTE: The first paragraph with the following;

" Tasks and Deliverables will be completed for Attachment 2 "Company Proposal- Scope of Work dated Feb. 2004" per the Attachments 3 and 4 "Project Schedule" and "Schedule Milestones." Tasks and Deliverables will be completed for Attachment 6 as specified therein as Items (h) through (l). Types of documentation medium are described in the respective scopes of work."

ADD: Items (h) through (l) as follows;

(h) Task 9 Deliverables

The Company will deliver a digital and printed summary report that defines all trail projects by name along with a GIS map that illustrates location of these trails.

(i) Task 10 Deliverables

The Company will deliver a digital and printed summary report that provides field evaluation descriptions for each trail corridor and the gaps that exist in the system.

(j) Task 11 Deliverables

The Company will deliver a digital and printed summary report of the tabular roster of projects along with GIS maps that illustrate each project by priority.

(k) Task 12 Deliverables

The Company will deliver preliminary design and engineering documentation for each priority project along with GIS and aerial mapping and an estimate of probable costs.

(l) Task 13 Deliverables

The Company will deliver digital and printed summary report of project implementation strategies.

5. Attachment 1. Through the execution of Modification No. 1, the Company affirms that the list of owners and principals set forth in Attachment 1 is current, complete, and accurate.

6. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040339-DAR, 72" Front Flail Deck Riding Mower - Department of Field Operations - Award recommended to: RHINO'S TURF EQUIPMENT (\$72,600 - Automotive Operations Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$72,600

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Automotive Operations ISF

PURPOSE/BACKGROUND:

This request will allow for the purchase of four (4) 72" Front Flail Deck Riding Mowers for use by the Parks & Open Spaces Division, as well as facilitate the purchase of additional mowers, if needed, through model year availability under the open end contract provision.

PCC: D. Rawski

POC: Rhine Preas - (702) 395-8081

RECOMMENDATION:

That the City Council approve the award of Bid No. 040339-DAR, 72" Front Flail Deck Riding Mower to Rhino's Turf Equipment in the amount of \$72,600.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of rejection of bid and award of Bid No. 040330-DAR, Scrubber/Sweeper with Trailer - Department of Field Operations - Award recommended to: H & E EQUIPMENT (\$46,493.75 - Automotive Operations Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$46,493.75

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Automotive Operations ISF

PURPOSE/BACKGROUND:

This request will allow the purchase of one scrubber/sweeper with trailer for use by the Streets and Sanitation Division for use at Fremont Street and parking garages, as well as facilitate the purchase of additional scrubber/sweeper with trailer, if needed, through model year availability under the open end contract provision.

The apparent low bidder, Alto U.S., Inc., failed to meet the minimum requirements of the technical specifications; deeming their bid as non-responsive.

PCC: D. Rawski

POC: Lee Tonan - (702) 303-7501

RECOMMENDATION:

That the City Council approve the rejection of bid submitted by Alto U.S., Inc. as non-responsive and approve the award of Bid No. 040330-DAR, Scrubber/Sweeper with Trailer to H & E Equipment in the amount of \$46,493.75.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual requirements contract for MacIntosh Computers - Department of Information Technologies - Award recommended to: APPLE COMPUTER, INC. (Estimated annual amount of \$30,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$30,000

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for MacIntosh computers for Information Technologies' capital replacement program.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(g), hardware and associated peripheral equipment and devices for computers.

PCC: G. Leaf

POC: Bill Shier - (800) 462-7753, ext. 42854

CFN: 030353-LW

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an annual requirements contract for MacIntosh computers to Apple Computer, Inc. from date of award through June 30, 2005 in the estimated amount of \$30,000 with annual renewals as long as the bidding exception applies.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual requirements contract for an Automatic Location Identification Service - Department of Fire and Rescue - Award recommended to: SPRINT (Estimated annual amount of \$29,000 - Fire Communication Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$29,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Fire Communication ISF

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for an Automatic Location Identification service for use by the Department of Fire and Rescue Communication Center.

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

PCC: K. Falline

POC: Stephen Hanik - (702) 244-3355

CFN: 030338-GL

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an annual requirements contract for an Automatic Location Identification service to Sprint in the estimated annual amount of \$29,000 from May 15, 2004 through May 14, 2005, with three (3) one-year renewal options.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040274-DAR, Demolition of City Hall Jail, 400 Stewart Ave. and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: C & W ENTERPRISES, INC. (\$28,000 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$28,000

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: City Facilities CPF

PURPOSE/BACKGROUND:

This project consists of the demolition of the City Hall Jail located at 400 Stewart Ave. Work includes the removal of all steel, metal, and block walls as designated.

PCC: D. Rawski

POC: Tony Moreno - (702) 732-8961

RECOMMENDATION:

That the City Council approve the award of Bid No. 040274-DAR, Demolition of City Hall Jail to C & W Enterprises, Inc. in the amount of \$28,000 and approve construction conflicts and contingency reserve of \$2,800. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the pass-through of \$4,905 grant funding for hazardous material training equipment for firefighters - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and the County of Clark will facilitate the pass-through of \$4,905.00 grant funding to the city to purchase hazardous materials training equipment for firefighters. The source of the funding is the 2004/2005 State Emergency Response Commission (SERC) grant program.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

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

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State Emergency Response Commission for participation in the SERC - HMEP Grant Training Program; and

WHEREAS, the objectives of the activities which are funded by the SERC - HMEP Grant Training Program must be to provide HazChem DVD Training Series for the City of Las Vegas Fire Department; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101, will provide assistance to provide HazChem DVD Training Series for the City of Las Vegas Fire Department through the SERC Training Program (the "Project"); and

WHEREAS, the County has agreed to provide Fiscal Year 2004/2005 SERC - HMEP Grant Training funds (the "Funds") to the Subrecipient, such funding to be administered by the Office of Emergency Management (OEM), a division of the Administrative Services Department of Clark County (OEM and Subrecipient referenced collectively as "the parties"), for its SERC HMEP Training Program as defined in Exhibit "A" "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient will provide the SERC HMEP Training Program which will provide HazChem DVD Training Series for the City of Las Vegas Fire Department in accordance with Exhibit "B", "Scope of Work", attached hereto and incorporated herein as if fully set forth, and

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

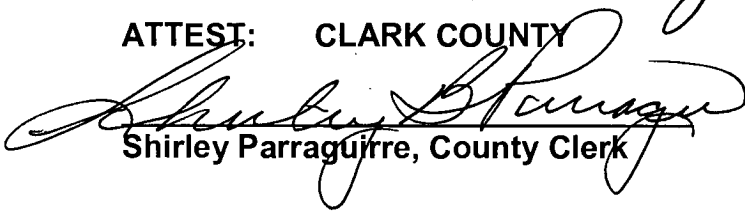
NOW, THEREFORE, in accordance with the Act and related regulations and in consideration herein, the parties hereto agree as follows:

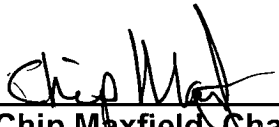
- 1. OEM shall provide a maximum of \$4,905.00 from Fiscal Year 2004/2005 for the SERC - HMEP Grant Training.**
- 2. Subrecipient agrees to use the SERC - HMEP Grant Training Program which will provide HazChem DVD Training Series for the City of Las Vegas Fire Department Las Vegas.**
- 3. Subrecipient will provide OEM with documentation supporting any and all requests for payment of expenses against the Funds encumbered, and will provide any additional documentation requested by OEM that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all State laws and regulations associated with the receipt of SERC - HMEP Grant Training Grant funds as a Subrecipient of such funds for the project identified in this Contract.**
- 5. It is specifically understood and agreed by Subrecipient that OEM shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such State funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 6. This Contract shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:**
 - a. This Contract shall be completed by September 30, 2004. An extension after the September 30, 2004 deadline must be requested by the Manager of OEM.**
 - b. By any party, for any reason with written notice of at least 60 days.**
- 7. This Contract constitutes the entire understanding of the parties concerning the subject matter hereof. This Contract may be amended solely by means of written amendment signed by both parties.**

8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Page 2, Section 1 and in Exhibit A.
9. Subrecipient shall agree to provide evidence of financial accountability. A copy of your organization's most recent single audit report (OMB Circular A-133) or a letter stating that you expended less than \$300,000 of Federal funds during that reporting period must be submitted to Clark County. Letters should be addressed to Delores Broetzman, Grants Analyst, Clark County Office of Emergency Management.

ENTERED INTO this 7 day of July, 2004.

ATTEST: CLARK COUNTY


Shirley Parraguirre, County Clerk

By 
Chip Maxfield, Chair
Board of Commissioners

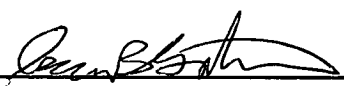
Date 8-3-04

Date 8-3-04

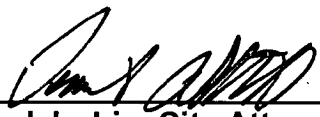
APPROVED AS TO FORM:
Michael Foley, DISTRICT ATTORNEY

By: 
Deputy District Attorney

Date 5/18/04


Oscar B. Goodman, Mayor -City of Las Vegas

Date 7-9-04

By: 
Bradford Jerbic, City Attorney

Date 6/15/04

Attest:

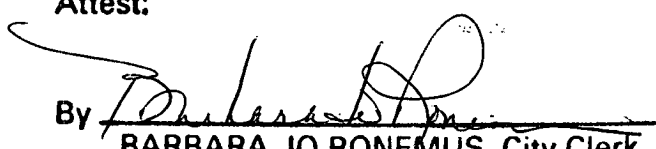
By 
BARBARA JO RONEMUS, City Clerk

Exhibit A

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CITY OF LAS VEGAS
SERC TRAINING PROGRAM**

**Fiscal Year 2004/2005
SERC HMEP Grant Training Program**

HazChem DVD Training Series for the City of Las Vegas Fire Department	<u>4,905.00</u>
Total	\$4,905.00

EXHIBIT "B"

CITY OF LAS VEGAS - SERC HMEP Training Program

SCOPE OF WORK Program Year 2004/2005

1. Clark County will provide FOUR THOUSAND, NINE HUNDRED FIVE DOLLARS (\$4,905.00) in Fiscal Year 2004/2005 FEMA – SERC HMEP Grant funds (the "Funds"), to the City of Las Vegas for the SERC - HMEP Grant Training Program that will provide HazChem DVD Training Series for the City of Las Vegas Fire Department

The City of Las Vegas EOP Training Program is comprehensive and contains several components. One of which is:

HazChem DVD Training:

The HazChem DVD training will enhance the Las Vegas Fire and Rescue (LVFR) Hazardous Materials Technician Team's ability to respond and mitigate hazardous material incidents through the use of multi-media training aids. 45 technician level personnel and approximately 450 operations level personnel will benefit from this material.

2. Subrecipient will provide notice to Clark County Office of Emergency Management of any program changes for which Fiscal Year 2004/2005 SERC - HMEP Grant Training Grant funds are allocated under the provisions of this Interlocal Agreement.

Clark County Office of Emergency Management Financial Assurances

1. A quarterly Financial Report shall be submitted to Clark County Office of Emergency Management (OEM) no later than 15 days following the close of the quarter. Unless approved by Clark County OEM, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County OEM no later than 30 days following the end of the grant period. Unless approved by Clark County OEM, late reports could result in non-payment of final claim.
3. The Clark County OEM retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable as determined by OMB Circular A-87 or A-122, whichever is applicable to your organization.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to the Clark County OEM.
8. Grant revenue and expenditure records must be maintained and made available to the Clark County OEM for audit.
9. Subgrantees shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of subgrantees independent audit for period ending June 30, 1999, as prescribed in sections 310 and 315 and section 320, paragraph f.
10. Subgrantees 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.
11. Required documentation for the performance of internal audits must be provided to the Clark County OEM within 30 days of request. Grant closeout is contingent upon OEM audit and resolution of any discrepancies

Clark County Office of Emergency Management Program Assurances

A copy of these assurances, in its entirety, with original signatures, must accompany the Interlocal Contract.

Upon acceptance of funding from the Clark County Office of Emergency Management (OEM) the lead governmental unit hereby agrees to the following Program Assurances governing the transfer of funds.

1. The subgrantee agency is required to submit quarterly financial reports to Clark County OEM. Due dates for those reports are as follows:

October 15 - (for reporting period July 1 to September 30)
January 15 - (for reporting period October 1 to December 31)
April 15 - (for reporting period January 1 to March 30)
July 15 - (for reporting period April 1 to June 30)

A final Program Report must be submitted to the Clark County OEM no later than 30 days following the end of the grant period.

The reports should be completed in accordance with the following format and standards:

2. **Project Activity Report** – A narrative of where the subgrantee is at in reaching their objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
3. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include purchase orders, copies of invoices, and proof of payment.
4. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the State Emergency Response Commission under the grant application process. Any change in the project, needs to be submitted to the Clark County OEM for submission to State Emergency Response Commission for approval.
5. **Request for Advancement** – The reimbursement process for funds encumbered are as follows: 1) subgrantee completes and submits a Request for Advancement form to OEM along with invoices for funds encumbered. 2) Clark County OEM submits the forms to Nevada Division of Emergency Management (NDEM). 3) NDEM check is received by Clark County and deposited into the County's financial account. 4) Clark County issues a check to the subgrantee.

6. **Funding Period** - Grant funds are to be used during the period **4/8/04-9/30/04** (grant period). Unused funds will revert back to the STATE EMERGENCY RESPONSE COMMISSION.
7. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the STATE EMERGENCY RESPONSE COMMISSION.
8. No expenditures will be eligible for compensation if occurring prior to or after the effective date of the interlocal contract.
9. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
10. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Office of Emergency Management (OEM), prior approval must be obtained from the SERC and Clark County OEM before publishing or finalization.
11. The subgrantee assures the fiscal accountability of the funds received from Clark County OEM will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with Clark County OEM documentation, record keeping, accounting and reporting guidelines will reside with that individual.
12. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEM.
13. The subgrantee agrees to indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
14. The subgrantee and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
15. The subgrantee will abide by audit requirements as specified in OMB Circular A -133, Audits of State and Local Governments as revised August 29, 1997.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Contract between the Department of Public Safety and Las Vegas Fire & Rescue to allow our Arson/Bomb Unit access to the Nevada Criminal Justice Information System - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Interlocal Contract between the Department of Public Safety and Las Vegas Fire & Rescue would allow our Arson/Bomb Unit access to the Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch. This is a computerized message switching service which provides an automated exchange of law enforcement, criminal justice, public safety, motor vehicle, and drivers license information to all authorized system users.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Interlocal Contract Between Public Agencies

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF PUBLIC SAFETY
HIGHWAY PATROL DIVISION, RECORDS AND IDENTIFICATION BUREAU
808 WEST NYE LANE, CARSON CITY, NEVADA 89703
(hereinafter "State")

and
LAS VEGAS FIRE & RESCUE
ARSON/BOMB UNIT
500 NORTH CASINO CENTER BLVD.
LAS VEGAS, NV 89101
(hereinafter "USER")

ACTION TAKEN

Not Signed
Date 11/19/2004

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

WHEREAS, the authority granted to the State to enter into this contract with the User is pursuant to NRS chapter 179A; and

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

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

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

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

7. CONSIDERATION. The State agrees to provide the services set forth in paragraph (6) pursuant to the provisions of NRS chapter 179A. The User agrees, in return, to comply with those items and requirements as set forth in paragraph (6).
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

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

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

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

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

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

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

13. INDEMNIFICATION. To the extent permitted by Chapter 41 of Nevada Revised Statutes, the USER agrees to indemnify and save harmless the State, the Department of Public Safety, the Nevada Highway Patrol, and the NCJIS Advisory Committee and its subcommittees from and against any and all claims, demands, actions, suits, and proceedings by others, including but not limited to, any liability for damages by reason of or arising out of any false arrest or imprisonment, unauthorized release of information, or any misuse of NCJIS, as well as, misuse of any of the other systems accesses through NCJIS, and against any loss, cost, expense and damage resulting therefrom, arising out of or involving negligence, known or unknown, on the part of the USER, in the exercise or enjoyment of this Contract, including attorney's fees.

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

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

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of

law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

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

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

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

USER

By: [Signature]
Chief David Washington

Title: Administrator

Date: 06-24-04

By: [Signature]
Representative from Political Subdivision
Approving Agreement (if necessary) ASTD
1/1/04

Title: DEPUTY CITY ATTORNEY

Date: 6/15/04

DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
Brian Sandoval, Attorney General

By: _____
Deputy Attorney General

Date: _____

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

WITNESSETH

- 1) The Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch (hereinafter referred to as "NCJIS") is a computerized information and electronic message switching system established as a service to all local, state and federal criminal justice and public safety agencies, as well as, other NCJIS approved non-criminal justice governmental agencies. The objective is to maintain an efficient, effective and accurate system, that will provide for the automated exchange of law enforcement, criminal justice, public safety, motor vehicle and drivers license information to all authorized system USERS.
- 2) Through this program, any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A.020 - 179A.030 or an entity as defined in NRS 432B and 424, will not be given on-line terminal access to criminal history record information. On-line terminal access to wanted person and other law enforcement, public safety, motor vehicle and drivers license information is at the discretion of, and subject to the recommendation of the Control Terminal Officer (CTO) and approval by the Director of the Department of Public Safety. However, any public or private entity may make application for criminal history record information through the Central Repository for Nevada records of criminal history and/or its Civil Name Check Program which is not regulated by the terms and conditions of this agreement, but available through the Records and Identification Bureau of the Nevada Highway Patrol, a Division of the Department of Public Safety (hereinafter "CTA") under a separate agreement that was developed for that purpose.
- 3) The CTA, through its Control Terminal Officer ("CTO"), will maintain and administer management control, with respect to the NCJIS Administrative Policies, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include not only NCJIS, but all other automated computer systems or programs that are accessed through NCJIS or administered by the CTA and referenced in this agreement. These are: the National Crime Information Center ("NCIC"), the National Law Enforcement Telecommunications System ("NLETS"), the Western Identification Network ("WIN"), the California Law Enforcement Telecommunications System ("CLETS"), the National Instant Check System ("NICS"), and the National Integrated Automated Fingerprint Identification System ("IAFIS").
- 4) While the CTA, through the CTO, maintains and administers management control of NCJIS, as well as, all programs accessed through NCJIS, the Director of the Department of Public Safety has the final authority.
- 5) In addition, the NCJIS Steering Committee was established to provide assistance in the development of and enhancements to the NCJIS data base. The NCJIS Steering Committee provides recommendations for technical and operational design development. The NCJIS Steering Committee is further broken down into the Northern Technical Subcommittee and Southern Technical Subcommittee comprised of TACs and NCJIS users. Through topics presented at these regional meetings, the NCJIS Steering Committee members act as a conduit of information from all users/contributors to NCJIS for the purpose of bringing information to the Control Terminal Officer.

NOW THEREFORE, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

- 1) Through this program, the CTA agrees to provide the USER with access to NCJIS, through the Nevada State Law Enforcement Message Switcher and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or NCJIS approved governmental agency and the agency abides by the technical security requirements as outlined in policy.
- 2) The CTA agrees to provide training pursuant to policies for all terminal agency and assistant terminal agency coordinators ("TAC" and "ATAC"), other agency personnel and administrators pursuant to policy. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.
- 3) The USER agrees to abide by all NCJIS administrative policies and operating procedures of NCJIS, including NCIC, NLETS, WIN, CLETS, NICS and IAFIS, as well as, laws and regulations of this state and the Federal government that are adopted by or imposed upon the CTA, to the extent that they are applicable to the information provided under this agreement.
- 4) Financing and budgeting for access to NCJIS shall be accomplished in accordance with the NCJIS Administrative Policies. Agencies that have been approved for terminal access will be responsible to budget funds for the initial connection, additional connections, compatible computer and terminal equipment, continuing line costs, or any costs associated with additional circuitry and technical security between the agency and NCJIS.
- 5) USER agrees to locate all devices, i.e., terminals, printers, etc., with access to NCJIS, or any other systems accessed through the NCJIS, in a secure area out of public view, or where unauthorized access cannot be gained. This includes the use of the sign-on/sign-off function and the security of individual user IDs and passwords.
- 6) Indirect non-terminal agency ("NTA") access to NCJIS or its ancillary systems through an NCJIS Terminal Agency ("TA") can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable non-terminal agency personnel by the TA. All transactions made by the NCJIS TA for the NTA through NCJIS must be done by using the NTA's assigned Originating Agency Identifier ("ORI") or by maintaining a log of the transaction. If records that require hit confirmation are entered by the NCJIS TA for the NTA, then the NCJIS TA must be available to confirm hits 24 hours a day, 7 days a week.
- 7) USER agrees to implement policies and procedures to protect all information obtained through NCJIS or any other systems accessed through the NCJIS from unauthorized access, alteration, or destruction.
- 8) Since the administrative policies of all of the systems accessed through NCJIS remain broad in their interpretation, it is the responsibility of the USER to adopt and implement internal written procedures that are relevant to their agency's use of NCJIS and its ancillary systems. These internal procedures may not be contrary, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.
- 9) USER agrees to limit the use of all information obtained through NCJIS for the authorized purpose for which it was intended and to securely destroy the information when it is no longer needed. USER further acknowledges that the information obtained through NCJIS is susceptible to change, and therefore USER must assure that measures will be taken to obtain the most current and accurate information through NCJIS.
- 10) Misuse of any information obtained via NCJIS may be grounds for the imposition of sanctions in the form of cancellation of records and/or discontinuance of service through NCJIS upon confirmation of misuse, continued non-compliance or technical violations occurring against any of the systems.

- 11) Authority to access NCJIS criminal history record information or NCIC Interstate Identification Index ("III") is limited to criminal justice agencies and entities as defined in NRS 432B and 424 may be used only for authorized purposes. USER agrees to abide by appropriate purpose code uses as defined in the NCJIS Administrative Policies and NCIC Operating Manual. USER agrees that III will never be inquired upon for noncriminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by the USER or its employees can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. The CTA will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse.
- 12) System integrity and the completeness and accuracy of information entered into the system is paramount and the USER will allow the NCJIS Audit Staff to conduct compliance audits, to review USER's records to assure reliability of stored data and make corrections of non-valid data discovered as a result of the audit. Measures for purging or canceling entries will be adhered to for enhancing reliability of all data. NCJIS compliance audits, as well as, directed audits are also conducted for the purpose of investigating any allegation(s) of misuse regarding NCJIS, or any other system accessed through NCJIS.
- 13) USER agrees to appoint a Terminal Agency Coordinator ("TAC") to represent and speak on behalf of their agency. All requests concerning NCJIS must be coordinated through the TAC. This individual may make recommendations to the USER regarding needed policy changes within the agency that are relevant to NCJIS. The USER may also elect to appoint an Assistant Terminal Agency Coordinator ("ATAC") to assist the TAC with system duties and responsibilities. Both the TAC and ATAC shall meet the minimum qualifications as stated in the NCJIS Administrative Policies. The TAC is responsible for ensuring compliance with all applicable laws, rules, regulations, policies and procedures governing NCJIS and its ancillary systems. The TAC serves as a central point in his/her agency for managing record validations, quality control matters, dissemination of manuals and other NCJIS publications, NCJIS system security matters, agency personnel training, training of all non-terminal agency personnel, agency self-audits, NCJIS compliance audits and any problems concerning NCJIS usage.
- 14) USER agrees to ensure that the TAC is available during hours that are conducive to the administration of NCJIS and to be the liaison between the USER and the NCJIS Staff with regard to NCJIS. If a new TAC is designated or as ATACs change, the USER agrees to immediately notify the CTA in writing.
- 15) USER agrees to provide training within their own agency, pursuant to the NCJIS Training Plan and the mandatory NCIC training standards.
- 16) USER shall ensure that a thorough background screening of personnel is conducted. State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, having access to information from NCJIS or its ancillary systems. USER must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing said data.
- 17) USER agrees that access will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and/or signed and returned to the CTA. USER agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, unless advance notification is made in writing by the TAC or ATAC to the CTA. For additional access, USER agrees to request said access in writing by the TAC or ATAC to the CTA.
- 18) USER agrees that any requests to provide functions and/or make changes in terminal operators, user IDs, etc., requires written notification by the TAC or ATAC to the CTA.

- 19) USER agrees that all correspondence and requests relating to the CTA shall be done through the CTO, Programs Development and Compliance Unit at 808 West Nye Lane, Carson City, Nevada, 89703; or fax (775) 687-1843.
- 20) Any contract or changes to the USER's agency which would affect the operation or management control of NCJIS, such as privatization, must be brought to the attention of the CTA prior to such changes.
- 21) The conditions of this Agreement are not optional and may not be modified.

TERMINATION

The CTA may purge records, suspend or terminate access to NCJIS, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed by NCJIS, state or Federal statutes, regulation or rules incorporated into this agreement occurs, of which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement, shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY2005 with Marsh USA, Inc. (\$251,019 - Self-insurance Liability Trust Fund)

Fiscal Impact

☐

No Impact

Amount: \$251,019

☒

Budget Funds Available

Dept./Division: Human Resources/Insurance Svcs

☐

Augmentation Required

Funding Source: Self-Insurance Liability Trust Fund

PURPOSE/BACKGROUND:

In order to provide coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery and domestic and foreign terrorism acts for FY2005.

RECOMMENDATION:

It is recommended that the Fire Insurance Policy be approved.

BACKUP DOCUMENTATION:

Proposal

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

Facsimile

To: Lisa Dixon & Chuck Halsey
At: Marsh, Inc.
From: Robert H Mike
At: Affiliated FM Insurance Company

Date: June 14, 2004
Fax No.: 702-804-7474
No. of Pages: 7
Phone No.: 818-227-2254 Direct

**Insurance Proposal for:
City of Las Vegas
Renewal of Policy TE477**

Dear Lisa and Chuck:

I am pleased to provide the following quote for the above risk as follows.

Affiliated FM Insurance Company provides terrorism in accordance with the Terrorism Risk Insurance Act. The attached Summary of the Terrorism Risk Insurance Act of 2002 and Questions and Answers provides information for both U.S. Certified (TRIA) and Non-Certified event coverage for the limits shown in the **PREMIUM** section of the quote. Please note the Insured has the option to choose both coverages, either one or to decline both in which case, Terrorism coverage follows the limits and conditions in the quote. Please have the Insured sign and return the attached disclosure letter confirming their acceptance or declination of the U. S. Certified (TRIA) coverage option at the time the binding order is sent.

Specimen Forms, Worksheets and other material are available at: www.affiliatedfm.com

1. TERMS AND CONDITIONS:

A. POLICY TERM:

July 1, 2004 to July 1, 2005

B. NAMED INSURED:

City of Las Vegas and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total limit exceed \$100,000,000 as a result of any one loss, disaster or occurrence, regardless of the number of perils, coverages or locations involved.

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D. INSURANCE PROVIDED:

All risks, as defined and limited herein, on Real Property, Personal Property, Extra Expense, and including Extensions of Coverage applying at the following locations:

As per schedule on file dated 04/04/2004.

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits will apply on a per occurrence basis and are part of, not in addition to, the above limit(s).

1. \$5,000,000 Extra Expense
2. \$1,000,000 Off Premises Power
3. \$100,000 Leasehold Interest
4. \$250,000 Ammonia Contamination (Boiler and Machinery)
5. \$250,000 Hazardous Substances (Boiler and Machinery)
6. \$250,000 Spoilage (Boiler and Machinery)

F. EXTENSIONS OF COVERAGE SUB-LIMITS:

The following sub-limits will apply on a per occurrence basis, unless otherwise stated below, and are part of, not in addition to the above limit(s).

1. \$100,000 Fire Fighting Materials and Expenses
2. \$100,000 Professional Fees
3. \$100,000 Expediting Expenses
4. \$100,000 Trees, Shrubs, Plants and Lawns limit \$1,000 per item
5. \$250,000 Pavements and Roadways
6. \$50,000 Land and Water Clean Up Expense
7. \$50,000 Installation Floater
8. \$1,000,000 Newly Acquired Property
9. \$1,000,000 Unnamed Locations Coverage
10. \$250,000 Fine Arts
11. \$250,000 Accounts Receivable
12. \$250,000 Valuable Papers and Records
13. \$1,000,000 Electronic Data Processing, Data and Media
14. \$5,000,000 Coverage A: Demolition & Increased Cost of Construction
Included In A Coverage B: Demolition & Increased Cost of Construction
15. \$500,000 Errors and Omissions
16. \$500,000 Transit Coverage
17. \$100,000,000 A. Non-Certified Act of Terrorism Coverage
\$100,000,000 B. Certified Act of Terrorism Coverage
Not Covered C. Terrorism Coverage for Locations Outside of the United States
18. Not Covered Fungus, mold or mildew

The above Extensions of Coverage Sub-limits will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

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With respect to Items 7. Installation Floater, 8. Newly Acquired Property, 9. Unnamed Locations, the specified sub-limit is the maximum amount payable in any one loss or occurrence and can not be combined with any other limits or sub-limits in this policy.

With respect to Terrorism Coverage in Item 17. A and C, each sub-limit will apply as an aggregate limit during any one policy year for Property Damage and Business Interruption (if provided) combined, and the Company's maximum liability for such coverage will not exceed such limit during the policy year regardless of the number of locations, coverages or occurrences involved. With respect to Certified Act of Terrorism Coverage in Item 17. B., each sub-limit will apply per occurrence. Terrorism Coverage in Items 17. A. and B., applies only to locations within the United States and its territories. The applicable annual aggregate limit of liability will not exceed the following sub-limits in the aggregate during any policy year.

\$100,000 for Unnamed Locations Coverage and Property Removed From Described Locations, for Property Damage and Business Interruption (if provided) combined.

\$100,000 for Flood (if provided) for Property Damage and Business Interruption (if provided) combined when caused by or resulting from Terrorism.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

Terrorism Risk Insurance Act of 2002: As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico any recovery under this Policy for any insured loss or damage from acts of terrorism, as covered under this Policy, may be partially reimbursed by the United States Government in accordance with the Terrorism Risk Insurance Act of 2002. Reimbursement by the United States Government will be under a formula established by Federal Law.

With respect to Business Interruption loss resulting from Terrorism, the period of interruption shall not exceed 12 months from the inception of the first physical damage caused by or resulting from Terrorism. This time limit for Business Interruption coverage shall not be considered additive to any other Business Interruption time limit or to any period of interruption applying to any coverage provided by any Business Interruption endorsements, and shall be subject to the limit of liability for Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply to each claim for loss or damage under this Policy in the respective loss categories indicated:

1. **Boiler and Machinery Waiting Period:**

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

2. **Off Premises Power Qualifying Period**

In the event of loss or damage covered by this policy, no coverage is provided unless the period of interruption exceeds 24 hours beginning from the time of loss. If the period of interruption exceeds 24 hours, the loss will be calculated from the original time of loss, subject to the policy deductible.

3. **Electronic Data Processing Equipment, Data and Media Deductible:**

In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the

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period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of \$10,000 per location.

Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

4. \$10,000 All Other Losses

H. SPECIAL TERMS AND CONDITIONS:

1. Extended Terrorism Coverage Endorsement

Section E. Perils Excluded, Group I. Item 2. f. is amended to:

- f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section C, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

Any act which satisfies the definition of Terrorism provided in Section H, Definitions, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

If any act which satisfies the definition of Terrorism provided in Section H, Definitions also comes within the terms of the hostile or warlike action exclusion of this Policy in Section E, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section E, Group I, 1.

Section C., Extensions of Coverage, Item 17. Terrorism is amended to;

17. Terrorism:

This Policy covers physical loss or damage caused by or resulting from Terrorism, but only at scheduled locations specifically listed and described in the Insurance Provided paragraph of the Declarations section of this Policy and Unnamed Locations.

Any act which satisfies the definition of Terrorism provided in Section H, Definitions shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk which may be covered elsewhere in this Policy. Amounts recoverable under this Additional Coverage are excluded from coverage elsewhere in this Policy.

This Additional Coverage does not cover loss or damage which also comes within the terms of the hostile or warlike action exclusion of this Policy, Section E, Group I, 2.a.

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This Additional Coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this policy contributing concurrently or in any other sequence to the loss:

- a. the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- b. it is carried out by means of dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
- d. action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism.

Section G. General Conditions, Basis of Valuation, Item a. 11, is amended to:

On property that is damaged by fire and such fire is the result of Terrorism, the Actual Cash Value of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of Section G, General Conditions, Basis of Valuation, of this policy and shall be subject to the limits(s) of liability for Terrorism coverage as shown in the Declarations section of this policy for the Extension of Coverage for Terrorism.

2. Leasehold Interest:

In the event of physical loss or damage of the type insured against by this Policy to real property of the type insured this policy which is leased by the Insured, this Policy is extended to cover:

- a. If as a result of such loss or damage the property becomes wholly untenable or unusable and the lease Agreement requires continuation of the rent, the Company shall indemnify the Insured for the actual Rent payable for the unexpired term of the lease; or
- b. If as a result of such loss or damage the property becomes partially untenable or unusable and the Lease agreement requires continuation of the rent, the Company shall indemnify the Insured for the Proportion of the rent applicable thereto; or
- c. If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, the Company shall indemnify the Insured for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease:

Provided, however that the Company shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license or from the Insured exercising an option to cancel the lease; or from any act or omission of the Insured which constitutes a default under the lease; and provided further that the Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

- a. Lease Interest means the excess rent paid for the same of similar replacement property over actual rent payable plus cash bonuses or advance or advance rent paid (including any maintenance or operating Charges) for each month during the unexpired term of the Insured's lease.

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- b. Net Lease Interest means that the sum which placed at 8% interest compounded annually would equal The Lease Interest (less any amounts otherwise payable hereunder).

3. Notice of Cancellation

The time required by the Company for mailing or delivering notice of cancellation of this policy to the First Named Insured as shown in Item 17., Cancellation, shown in Section G., General Conditions, of Form No. PRO AR 2100 is extended from 60 days to 90 days, except the notice for non-payment of premium remains at ten (10) days.

I. INDEX OF FORMS:

The following forms are made part of this policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations	S-1	(1/04)
All Risk Property Coverage	PRO AR 2100	(10/03)
Business Interruption Endorsement Extra Expense	PRO EE 2260	(1/03)
Off Premises Power Endorsement	PRO OPP 2320	(7/02)
Boiler & Machinery Endorsement	PRO BM 2350	(1/99)
Nevada Amendatory Endorsement	6513	(7/02)
Certified Terrorism Endorsement	7180	(1/03)
Non-Certified Terrorism Endorsement	7181	(1/03)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

2. SPECIAL QUOTE CONDITIONS:

- A. Excludes Crime and all third party liability coverages.
- B. If Boiler & Machinery is quoted and not ordered, Affiliated FM will not provide Joint Loss Agreements.
- C. Coinsurance does not apply subject to receipt dated/signed statement of values and BI worksheet from insured and acceptance of the reported values by the Company.
- D. EQSL included to policy limit
- E. Sewer back-up included
- F. Debris removal \$5,000,000 or 25% of loss, whichever is greater.
- G. EDP Equipment included under Personal Property (includes electrical/mechanical breakdown)
- H. Newly acquired property (120 days)

This quote does not address any coverage items not mentioned above or not provided for in the specified coverage forms.

3. ENGINEERING:

Email: Robert.Mike@affiliatedfm.com

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Affiliated FM is available to assist City of Las Vegas in completing recommendations for risk improvement developed as a result of inspections on this account. For more details and assistance, please contact Account Engineer Steve Ho at 818-227-2278.

4. **PREMIUM:** (all premiums are at 15% commission)

All Risk Premium:	\$198,415
Boiler & Machinery Premium:	Included
Non-Certified Terrorism:	\$13,889
Certified Terrorism:	\$35,715
Inspection Fee is	\$3,000 at no commission.

Applicable state taxes, surcharges and fees are not included in this quotation..

5. **COMPANY:** Affiliated FM Insurance Company (A+X)

6. This quotation expires: July 1, 2004

Regards,

Robert H. Mike
Assistant Vice President
Affiliated FM – Los Angeles

Email: Robert.Mike@affiliatedfm.com

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of annual purchase order for court appointed conflict of interest defense counsel representative services for Municipal Court (Annual aggregate amount of \$29,110 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$29,110

☒

Budget Funds Available

Dept./Division: Municipal Court/PD

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request provides for court appointed conflict of interest defense counsel representative services for indigent defendants charged with misdemeanors in Municipal Court during the period of July 1, 2004 through June 30, 2005.

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

During the contract period, additional individual court appointed conflict of interest defense counsel representatives may be added to provide service as required.

RECOMMENDATION:

That the City Council approve annual purchase order for court appointed conflict of interest defense counsel representative services and that the Court Administrator be authorized to execute contracts with said individuals in the aggregate annual amount of \$29,110.

BACKUP DOCUMENTATION:

Agenda Memo - Court Appointed Conflict of Interest Defense Counsel Representative Services List

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70:

APPROVED under separate actions (see individual items)

Item 65:

ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 7, 2004

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: COURT APPOINTED CONFLICT OF INTEREST
DEFENSE COUNSEL REPRESENTATIVE SERVICES LIST

Attorneys who have been approved by the Court to provide court appointed defense counsel services whenever it is determined that the Court's Contract Defense Counsel representatives have a conflict of interest. During the contract period, additional individuals may be added to provide service as required.

Name:

Firm	Approved Attorney(s)
Andrew Fritz Law Office	Andrew S. T. Fritz
Bunin & Bunin Law Offices	Joseph Bunin
Christina Hinds, Esq.	Christina Hinds
Fitzgibbons & Anderson	Pat J. Fitzgibbons Jr.
Gensler Earnest Law Firm	Harry Gensler, Jason Earnest
Law Office of Chip Siegel	Jay L. "Chip" Siegel
Law Office of Edward R. Miley	Edward R. Miley
Law Office of Gary Segal	Gary M. Segal
Law Office of Joseph Scalia	Joseph A. Scalia
Mathew Harter Esq.	Mathew P. Harter
Mayfield, Turco & Gruber	John M. Turco
Mueller & Associates	Craig A. Mueller
Pike & Associates	Randal Pike
Stanley Walton, Esq.	Stanley Walton
Tueerson & Hillyard	Robert K. Sparks
Williams & Wiese	Donald H. Williams
Wolfson & Associates	Steven M. Altig

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

Approval of Eighth Supplemental Interlocal Contract LAS.09.L.98 - Freeway Channel System - Alta Drive to Sahara Avenue between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$450,000 reduction - Clark County Regional Flood Control District) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)

Fiscal Impact

☒

No Impact

Amount: \$450,088 reduction

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Eighth Supplemental Interlocal Contract will reduce funding for the Freeway Channel System - Alta Drive to Sahara Avenue. The Clark County Regional Flood Control District approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$2,877,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Eighth Supplemental Interlocal Contract LAS.09.L.98

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT

FREEWAY CHANNEL SYSTEM – ALTA DRIVE TO SAHARA AVENUE

THIS EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 30th day of May, 2004 by and between the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as the “DISTRICT”, and the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the ‘CITY’.

WITNESSETH:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as FWCH 0000, FW15 0038, 0089, 0150, FWUP 0000 and 0059, hereinafter referred to as “Project”; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan Update of the Las Vegas Valley as FWCH 0000, FW15 0038, 0089, 0125, FWWL 0000, FWUP 0010, FWUP 0059, and FWR2 0020, hereinafter referred to as “Project”; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit “A”; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the District approved an Interlocal Contract to provide funds for design engineering and right-of-way for the Project; and

WHEREAS, the City wishes to reallocate funds to increase engineering design and reduce total funding; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – Project Costs shall be changed to read as follows:

SECTION II – PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed, \$2,095,893.00.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, appraisals, acquisition of right-of-way, permanent and temporary construction easements shall not exceed \$781,107.00.
3. The total cost of this project shall not exceed \$2,877,000.00 which includes all items described in the above mentioned paragraphs.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. Not other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the Interlocal Contract dated February 12, 1998, and Supplemental Interlocal Contracts dated September 10, 1998, April 8, 1999, November 10, 1999, February 10, 2000, April 12, 2001, July 11, 2002, and January 8, 2004 shall remain unchanged.

IN WITNESS WHEREOF, this EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

May 20, 2004
ATTEST

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Brazier
CAROLYN BRAZIER,
SECRETARY TO THE BOARD

APPROVED AS TO FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Green 6/1/04
Date

LEGEND



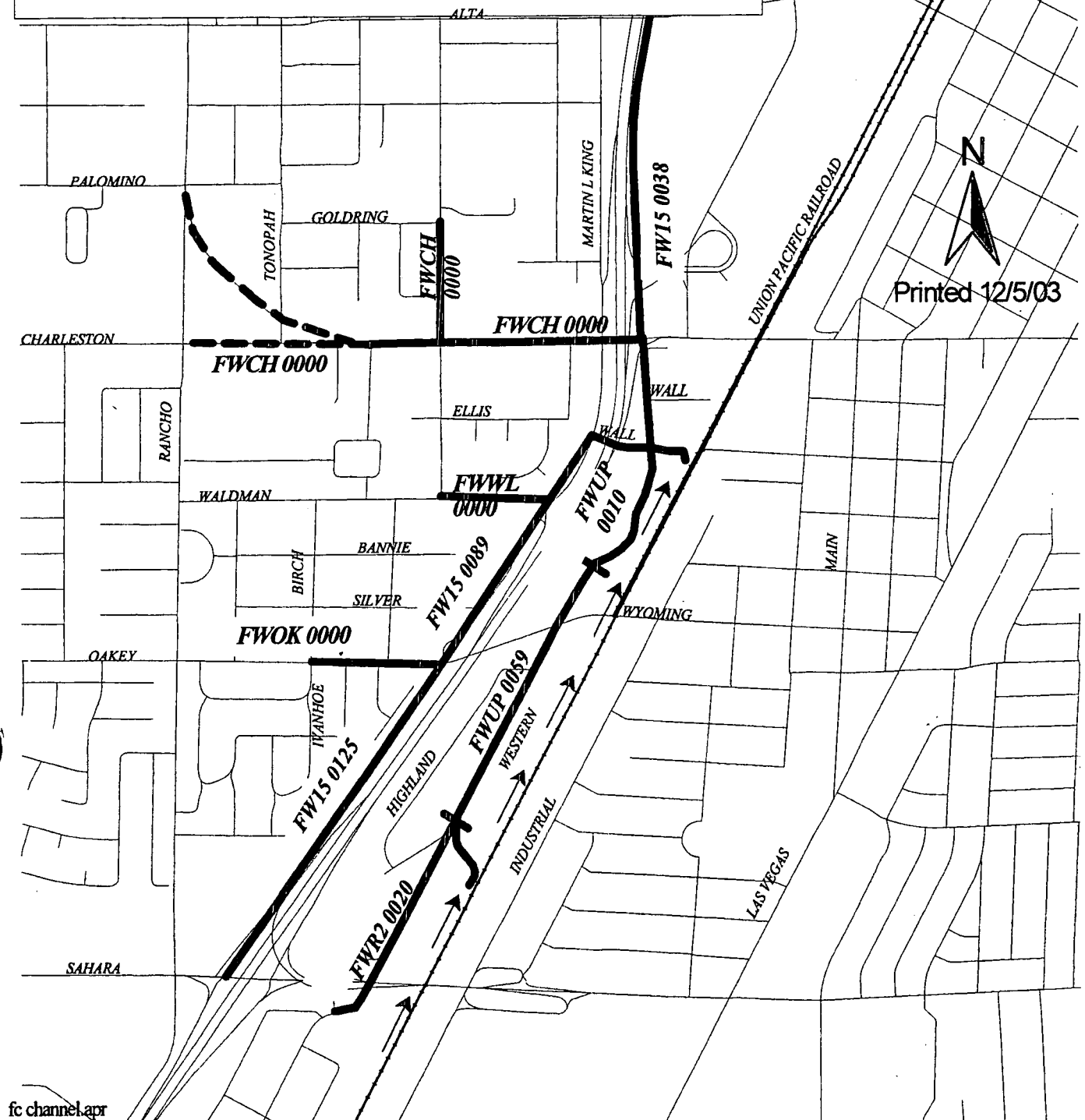
Regional Facilities Under Construction



Future Regional Facilities



Street Centerlines



Printed 12/5/03

CITY OF LAS VEGAS

EXHIBIT A - FREEWAY CHANNEL (ALTA TO SAHARA)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS.17.D.04 for construction of the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$441,000 reduction - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount: \$441,000 reduction

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract will reduce funding for the Las Vegas Wash - Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive). The Clark County Regional Flood Control District approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$6,350,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS.17.D.04

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF
THE LAS VEGAS WASH – RANCHO DRIVE SYSTEM
(CAREY/LAKE MEAD DETENTION BASIN TO PEAK DRIVE)

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 30th day of May, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan and amendments, Structure Numbers. LVLM 0222, LVSR 0207, LVRA 0025, 0038, 0057, 0081 and LVPK 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure Numbers LVPK 0000, LVRA 0000, LVSR 0209, 0223, 0263, and 0273; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the CITY desires to decrease project funding; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract dated February 14, 2002 and the Supplemental Interlocal Contracts dated May 16, 2002, August 8, 2002, and March 13, 2003 as follows:

SECTION II - PROJECT COSTS shall be changed to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$6,054,000.

2. Construction management shall not exceed \$189,000.
3. FEMA Letter of Map Revision (LOMR) \$107,000.
4. The total cost of this Contract shall not exceed \$6,350,000 which includes all items described in the paragraphs above.
5. Sufficient District funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after December 14, 2000.
6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
7. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated February 14, 2002 and the Supplemental Interlocal Contracts dated May 16, 2002, August 8, 2002, and March 13, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this FOURTH Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

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Date Of District Action:

May 20, 2004
ATTEST

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

July 7, 2004
ATTEST

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Green 6/1/04
Date

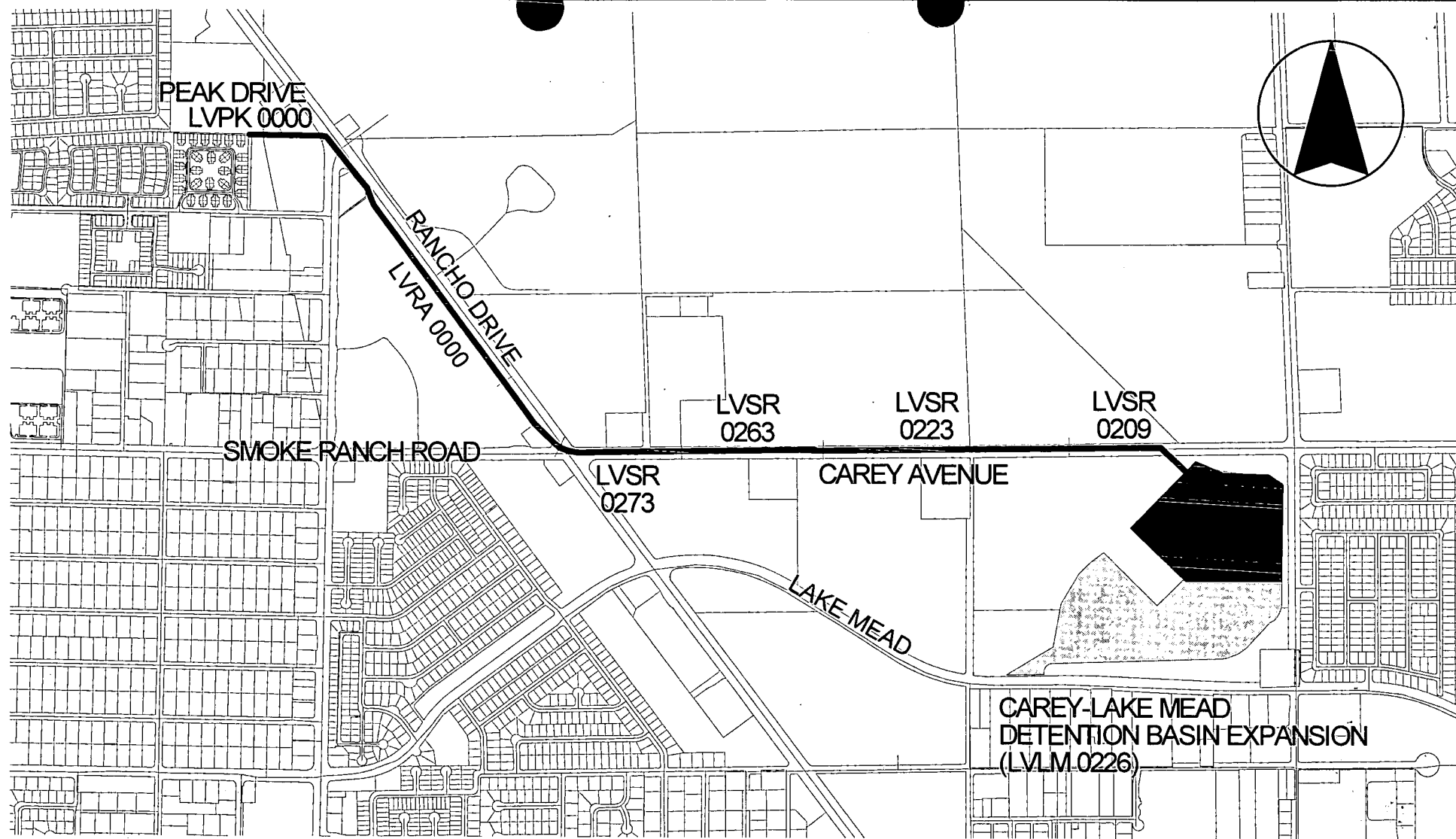


Exhibit A
RANCHO DRIVE DRAINAGE IMPROVEMENTS

LAS VEGAS WASH - RANCHO DRIVE SYSTEM
(LAS 17 D 02)

April 2004

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Fourth Supplemental Participation Contract LAS.16.B.99 - Rancho Road System/Centennial Parkway to Rancho Detention Basin (US 95 Channel) between the City of Las Vegas and the Clark County Regional Flood Control District to reduce funding (\$600,000 reduction - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount: \$600,000 reduction

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract will reduce funding for the Rancho Road System/Centennial Parkway to Rancho Detention Basin. The Clark County Regional Flood Control District approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$1,356,930.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Participation Contract LAS.16.B.99

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

FOURTH SUPPLEMENTAL PARTICIPATION CONTRACT
RANCHO ROAD SYSTEM/CENTENNIAL PARKWAY TO RANCHO
DETENTION BASIN (US 95 CHANNEL)

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 20th day of May, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as RCHO 0097 hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure Numbers RCHB 0000, RCHB 0034, RCHB 0053, RCHB 0054, and RCHB 0065; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into November 10, 1999 and supplemented on September 13, 2001, July 11, 2002, and October 9, 2003; and

WHEREAS, the City wishes to reduce funding for construction and extend the date of completion; and

WHEREAS, pursuant to this PARTICIPATION CONTRACT, CENTENNIAL agrees to be solely responsible at its sole cost and expense for the design and construction of the PROJECT subject to the right to seek reimbursement from the DISTRICT for a portion of the construction cost of the PROJECT.

WHEREAS, all drainage easements and permanent rights-of-way or rights-of-entry for construction of the PROJECT have been obtained to allow the construction of the PROJECT to commence; and

WHEREAS, the CITY, as the sponsoring agency, with participation by CENTENNIAL, agrees to provide the DISTRICT with the information required in NRS 543.580.

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

SECTION II – Project Costs shall be revised to read as follows:

1. The DISTRICT agrees to fund PROJECT costs within the limits specified below:
 - a. The DISTRICT shall reimburse CENTENNIAL for forty-nine percent (49%) of the cost of construction (herin after defined) or \$1,356,930, whichever is the lesser amount (hereinafter the “District Costs”). The “cost of construction” shall be defined as the bid submitted by the lowest responsible and responsive bidder of three (3) Class A License contractors as described in subsection II of SECTION III (GENERAL), of this PARTICIPATION CONTRACT.
 - b. DISTRICT shall not participate in any other costs of the PROJECT including, but not limited to, right-of-way acquisition, those costs specified in Section II 2.(b), surveys or engineering services for the PROJECT.
 - c. The DISTRICT agrees to pay the District Costs to CENTENNIAL within 30 days of receipt of written notification by the CITY of the following conditions:
 1. CENTENNIAL has satisfactorily completed construction of the PROJECT.
 2. CENTENNIAL has transferred to the CITY, at no cost or expense to the CITY, the EASEMENTS described in Exhibit B attached hereto and by this reference incorporated herein.
 3. CENTENNIAL has transferred to the CITY, at no cost or expense to the CITY, the IMPROVEMENTS and the title thereto.
 - d. The remaining DISTRICT costs (\$100,000) will be paid to CENTENNIAL within 30 days of receipt of written notification by the CITY of the following conditions:
 1. The CITY and the DISTRICT have accepted the PROJECT.
 2. The request is made after October 1, 2002.

The CITY will be diligent in inspecting and accepting the PROJECT and agree to perform the necessary inspections or re-inspections within 10 days after written notice from CENTENNIAL.

2. CENTENNIAL agrees to fund the PROJECT as specified below:
 - a. CENTENNIAL shall be responsible for paying the actual cost of construction of the PROJECT subject to the right of reimbursement from the

DISTRICT as specified in the Regional Flood Control District Policies and Procedures – Section 13.5 – Developer Participation (Amended September 10, 1998) unless otherwise specifically modified by this PARTICIPATION CONTRACT and in accordance with Section II (PROJECT FUNDING) of this PARTICIPATION CONTRACT.

- b. CENTENNIAL shall be solely responsible for the design costs of the PROJECT and the cost of, any reviews, plans checking, construction supervision, permits, environmental permits, materials testing, compaction testing, fees, inspections bonds or performance bonds.
- c. CENTENNIAL shall construct the PROJECT, in conformance with the “Clark County Area Nevada Uniform Standard Specification (and Drawings Volume 1 and 2) for Public Works Construction Off-site Improvements.” All testing results shall be submitted to the CITY for review and approval for concrete cylinder testing, compaction testing and Type 2 material testing. Any costs for retesting shall be performed by the CITY at CENTENNIAL’s expense. Except for rebar shop drawings, CENTENNIAL shall submit, or cause to be submitted, shop drawing and submittals to the CITY for approval. Rebar shop drawings shall be submitted to EKN Engineering, Inc. Any costs associated with the review for rebar will be paid for by CENTENNIAL.
- d. CENTENNIAL shall be solely responsible for all surveys and engineering services associated with this PROJECT including but not limited to the design of the PROJECT.
- e. Prior to the start of any construction, CENTENNIAL shall comply, or require its contractor to comply, with the insurance and bonding requirements set forth in this PARTICIPATION CONTRACT and must warrant the PROJECT to the CITY and the DISTRICT for one year after its completion and acceptance by the DISTRICT and the CITY, against any and all defects, including but not limited to design and construction defects and/or negligent construction.
- f. CENTENNIAL shall be solely responsible for all other costs and expenses associated with the PROJECT subject to the DISTRICT’s reimbursement obligation set forth in Section II (PROJECT FUNDING), and the CITY’S obligation as set forth in this PARTICIPATION CONTRACT.
- g. Upon completion of the construction of the PROJECT and acceptance by the CITY and DISTRICT, all maintenance responsibility for the PROJECT will be that of the CITY.
- h. The total cost of this project shall not exceed \$1,356,930 which includes items described above.

SECTION III – GENERAL paragraph 17 shall be revised to read as follows:

17. In the event the items covered herein have not been completed to the satisfaction of the DISTRICT prior to February 8, 2006, plus extensions for delays reasonably outside of the control of CENTENNIAL and its agents, employees and contractors (but no extensions shall be granted based on financial inability or for any delays caused by the fault of CENTENNIAL, or its agents, employees or contractors), which extensions are reasonably acceptable to the DISTRICT, the DISTRICT may, at any time thereafter, terminate this PARTICIPATION CONTRACT and CENTENNIAL agrees to reimburse the DISTRICT for all funds previously paid under this PARTICIPATION CONTRACT.

All other sections of the Participation Contract dated November 10, 1999 and supplemented on September 13, 2001, July 11, 2002 and October 9, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

May 20, 2004
ATTEST

BY: Laurence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY TO THE BOARD

APPROVED AS TO LEGALITY AND FORM:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

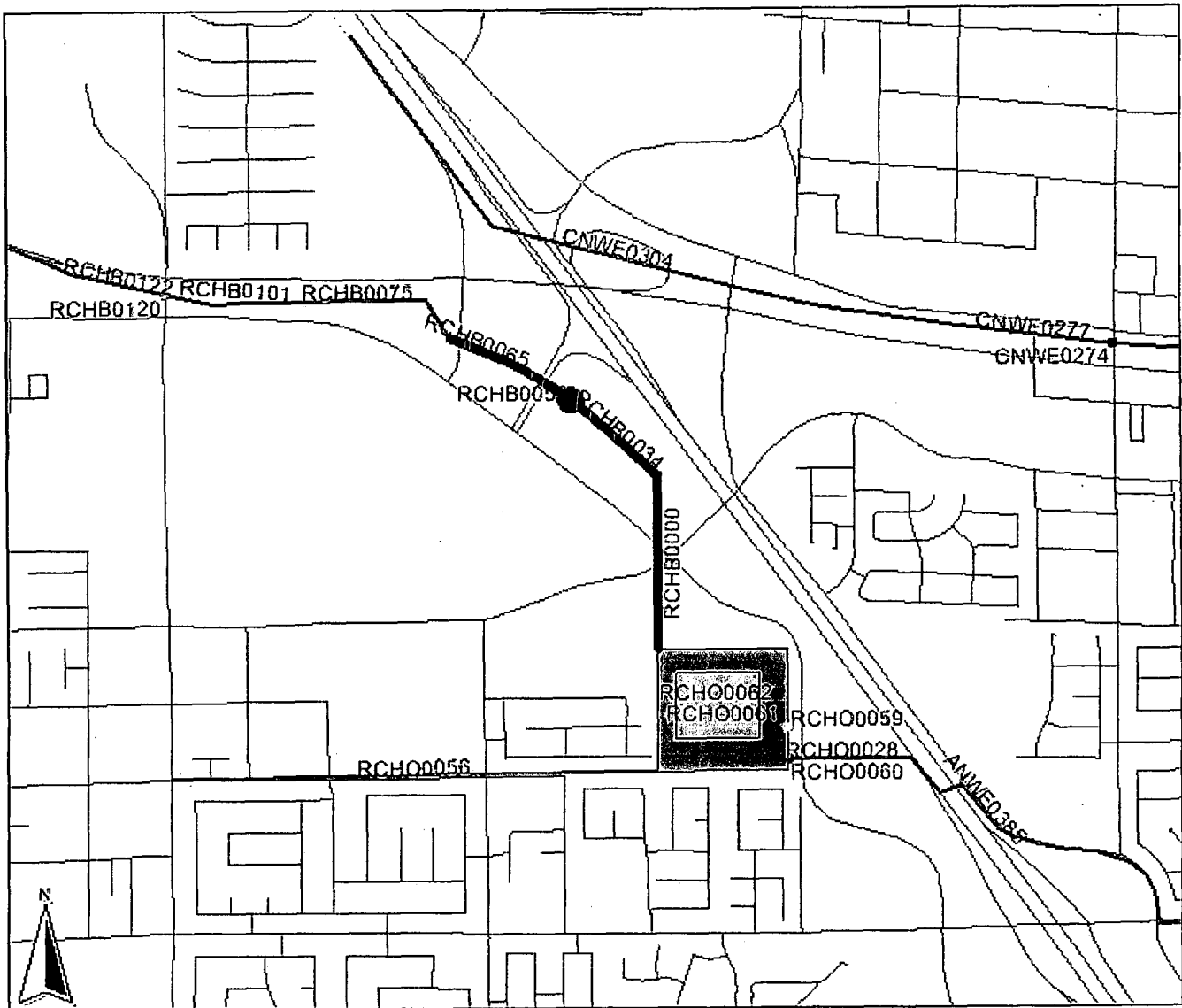
July 7, 2004
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Brown 6/11/04
Date

Exhibit A



RANCHO ROAD SYSETM - CENTENNIAL PARKWAY TO RANCHO DETENTION BASIN
LAS16B99

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS.09.T.04 - Freeway Channel, Charleston Lateral between the City of Las Vegas and the Clark County Regional Flood Control District to increase total project funding (\$420,000 - Clark County Regional Flood Control District) - Wards 1 and 2 (Moncrief and Vacant)

Fiscal Impact

☐

No Impact

Amount: \$420,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract will increase funding for the Freeway Channel Charleston Lateral. It is necessary to increase funding due to increased construction and construction management costs. The Clark County Regional Flood Control District approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$4,414,680.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS.09.T.04

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

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0000 00 01 0001

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

FREEWAY CHANNEL, CHARLESTON LATERAL

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan, Structures No. FWCH 0020 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the CITY desires to increase project funding; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract dated February 12, 2004 as follows:

SECTION II – PROJECT COSTS shall be changed to read as follows:

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed \$400,000.
2. Construction at a cost not to exceed \$4,014,680.

3. The total cost of the contract shall not exceed \$4,414,680 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated February 12, 2004 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 20, 2004
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

July 7, 2004
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green
Date
6/1/04

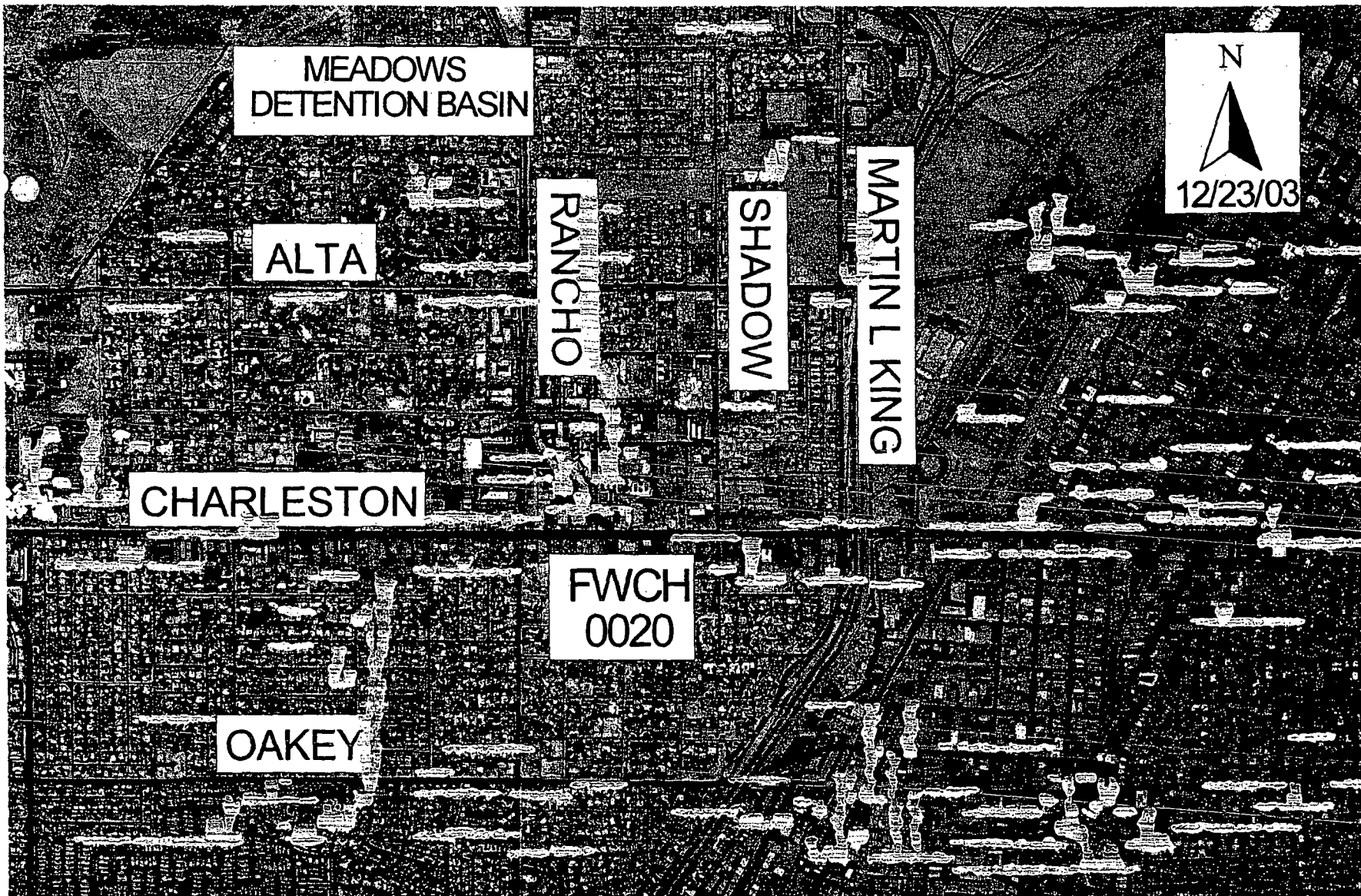


EXHIBIT A

Freeway Channel - Charleston Lateral

F:\Depot\Engineering_Planning\Flood\Arcview\ACOR\FCD\Freeway Channel - Charleston Lateral\exhibit a

LAS09T04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Second Supplemental Interlocal Contract LAS.10.T.02 for construction of Gowan North System Phase III (Alexander Road to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District to increase total project funding (\$1,571,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

Amount: \$1,571,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract will increase funding for the construction of Gowan North System - Phase III (Alexander Road to Lone Mountain Road). Additional funding is necessary due to bids being considerably higher than the engineers estimate. The Clark County Regional Flood Control District approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$7,383,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS.10.T.02

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF
GOWAN NORTH SYSTEM – PHASE III
(ALEXANDER ROAD TO LONE MOUNTAIN ROAD)**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 20th day of June, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan, Structure No. GONO 0117, 0181 and 0183 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, on June 14, 2001, the Board approved the PROJECT and set a priority for funding; and

WHEREAS, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction, construction management and FEMA Letter of Map Revision on July 11, 2002 and a

first Supplemental Interlocal Contract on August 14, 2003 which changed the funding source from the City to the District; and

WHEREAS, the CITY wishes to increase project funding; and

WHEREAS, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$7,050,000.
2. Construction management shall not exceed \$283,000.
3. FEMA Letter of Map Revision shall not exceed 50,000.
4. The total cost of this Contract shall not exceed \$7,383,000 which includes all items described in the paragraphs above.
5. Sufficient DISTRICT funds are now available for the Project. Therefore, the DISTRICT is able to meet its obligation to fully fund the Project and reimburse the CITY for advanced Project costs, without interest, for eligible Project costs incurred after June 14, 2001.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
7. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated July 11, 2002 and First Supplemental Interlocal Contract dated August 14, 2003 shall remain unchanged.

In WITNESS WHEREOF, this Second Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date Of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 20, 2004
ATTEST

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER
SECRETARY TO THE BOARD

Approved as to Form:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST

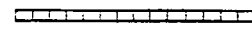
BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

Thomas R. Green 6/1/04
DEPUTY CITY ATTORNEY

LEGEND

-  Proposed Regional Facility
-  Future Regional Facility
-  Existing Regional Facility
-  Bridge

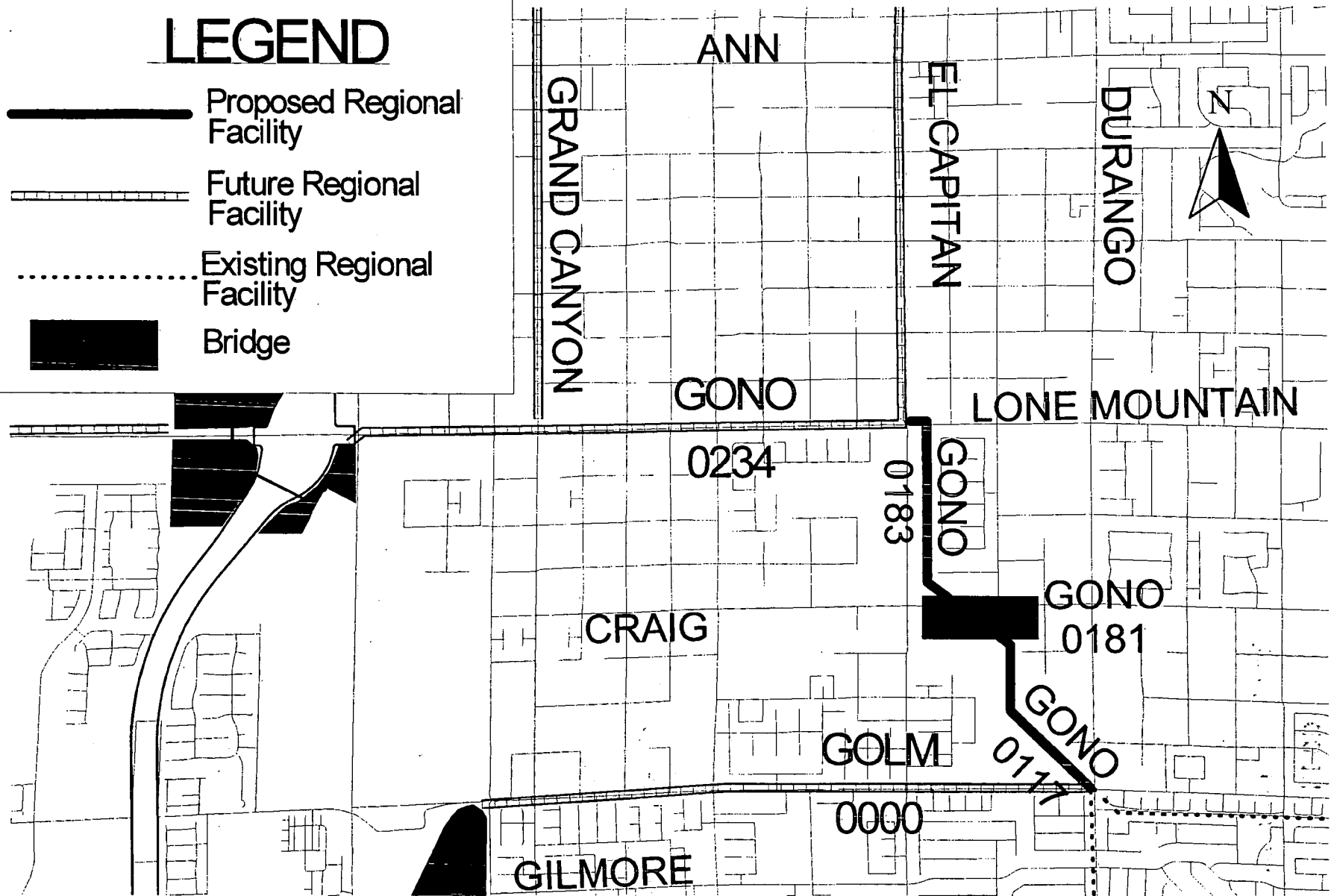


EXHIBIT A

Gowan North System Phase III - (Alexander Road to Lone Mountain Road)

LAS10T02

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

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

Approval of Interlocal Contract #470 - Summerlin Parkway, I-215 to US-95 between the City of Las Vegas and the Regional Transportation Commission to design, purchase right-of-way, perform construction inspection and construct roadway improvements (\$13,200,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)

Fiscal Impact☐**No Impact****Amount:** \$13,200,000☒**Budget Funds Available****Dept./Division:** Public Works/City Engineer☐**Augmentation Required****Funding Source:** Regional Transportation Commission**PURPOSE/BACKGROUND:**

Interlocal Contract #470 will provide funding for the design, right-of-way, construction inspection and construction of Summerlin Parkway, I-215 to US-95. The basic improvements will include structural improvements to the existing pavement section, roadway improvements, drainage improvements, traffic signals, pavement markings and signing. The Regional Transportation Commission approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed \$13,200,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #470

MOTION:**REESE – APPROVED as recommended – UNANIMOUS with MONCRIEF excused****MINUTES:**

Under Item 3, COUNCILMAN WOLFSON requested this matter be brought forward.

RICHARD GOECKE, Director, Public Works Department, indicated this matter involves funding for widening Summerlin Parkway, which will add two lanes in each direction. One will be a regular lane and the other a high-occupancy vehicle lane. The consulting agreement will be presented for Council's consideration at a later date. G.C. Wallace is doing the design.

COUNCILMAN MACK asked if the modifications and improvements that will be turned over to the State will include sound walls and whether they will be nice. MR. GOECKE responded that sound walls are planned, but the City will have to coordinate aesthetics, as well as how long this project will take to get underway.

CITY COUNCIL MEETING OF JULY 7, 2004

Consent – Public Works

Item 36 - Approval of Interlocal Contract #470 - Summerlin Parkway, I-215 to US-95 between the City of Las Vegas and the Regional Transportation Commission to design, purchase right-of-way, perform construction inspection and construct roadway improvements (\$13,200,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)

MINUTES – Continued:

COUNCILMAN BROWN noted there are two other projects for the area that should be underway within the next 60 days. These will eliminate a lot of traffic.

MR. GOECKE indicated to COUNCILMAN WOLFSON that his staff would be meeting with him regarding the list of projects for Ward 2.

(9:52 – 9:56)

1-1030

INTERLOCAL CONTRACT

SUMMERLIN PARKWAY, I-215 TO US-95

THIS INTERLOCAL CONTRACT, made and entered into this 7 day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Summerlin Parkway, I-215 to US-95 located within the CITY, has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements for Summerlin Parkway, I-215 to US-95. A 30% Pre-design Report will be conducted to evaluate the maximum use of the Summerlin Parkway considering an eight-lane facility, which would include adding a travel lane and high occupancy vehicle (HOV) lane in each direction. This project will be designed in two phases: US-95 to Rampart Boulevard and Rampart Boulevard to I-215. The basic improvements will include structural improvements to the existing pavement section, roadway improvements, drainage improvements, traffic signals, pavement markings and signing.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

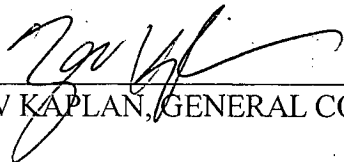
1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$13,200,000 which includes all of the above items.
2. "Authorization to Proceed" for engineering design at a cost not to exceed \$990,000 which would include a 30% Pre-design Report, the right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$10,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. Construction costs shall be paid directly to the contractor based on estimates prepared by the CITY.
5. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
6. Upon completion of the construction of the Project it shall be maintained by the responsible entity and no funding is provided by this Interlocal Contract for such maintenance.
7. The project must be completed to the satisfaction of the RTC prior to December 30, 2006. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
8. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

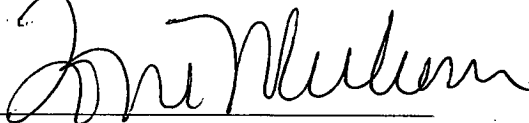
 6/7/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

5/20/04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS.16.C.99 - Rancho Road System, Centennial Parkway to Rancho Detention Basin between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Work/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract LAS.16.C.99 will extend the date of completion to February 8, 2005 for Rancho Road System, Centennial Parkway to Rancho Detention Basin. Extension will allow time to complete any construction conflicts. The Clark County Regional Flood Control District approved this contract at their June 10, 2004 board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS.16.C.99

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS with MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM/CENTENNIAL PARKWAY TO
RANCHO DETENTION BASIN (LAS.16.C.99)**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of June, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan Update of the Las Vegas Valley as RCHO 0097 hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure Numbers RCHB 0000, RCHB 0034, RCHB 0053, RCHB 0054, and RCHB 0065; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into November 10, 1999 and supplemented on September 13, 2001, September 12, 2002 and October 9, 2003; and

WHEREAS, the City wishes to extend the date of completion; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

SECTION III – GENERAL paragraph 13 shall be revised to read as follows:

13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 8, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated November 10, 1999 and supplemented on September 13, 2001, September 12, 2002, and October 9, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

June 10, 2004
ATTEST

BY: Chip Mader
for LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER,
SECRETARY TO THE BOARD

APPROVED AS TO LEGALITY AND FORM:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas A. Gran 6/17/04
Date

Exhibit A
Rancho Rd Sys/Centennial Pkwy to Rancho DB (US 95 Chan)



Project Number: LAS16C99

5/13/2004

LAS.16.C.99

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract LLD.09.A.04 for Local Drainage Improvements in Bruce Street Storm Drain between the City of Las Vegas and the Clark County Regional Flood Control District (\$295,700 - Clark County Regional Flood Control District) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$295,700

☒

Budget Funds Available

Dept./Division: Public Work/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Interlocal Contract LLD.09.A.04 will provide funding for Local Drainage Improvements in Bruce Street Storm Drain. Basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipaters, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The Clark County Regional Flood Control District approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$591,400.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract for Local Drainage Improvements LLD.09.A.04

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**INTERLOCAL CONTRACT FOR LOCAL DRAINAGE IMPROVEMENTS IN
BRUCE STREET STORM DRAIN**

THIS INTERLOCAL CONTRACT, made and entered into as of the 10th day of June, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to all costs for construction to place in service the Bruce Street Storm Drain. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$295,700 or 50 percent of the construction costs, whichever is less.
2. The total cost of this Contract shall not exceed \$295,700 which includes all Items described in Paragraph one above and funds will be made available after July 1, 2004.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The award of bid for this PROJECT shall occur no later than June 30, 2005. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the CONTRACT.
8. The DISTRICT will reimburse the CITY, for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the category noted below:
 - a. Construction (all work after award of construction contract)
9. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and

payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

10. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
11. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
12. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to October 30, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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IN WITNESS WHEREOF, this Interlocal Contract is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

June 10, 2004
ATTEST

BY: for Chip West
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER,
SECRETARY TO THE BOARD

APPROVED AS TO FORM:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 6/17/04
DEPUTY CITY ATTORNEY



EXHIBIT A
BRUCE STREET STORM DRAIN
LLD09A04

Bruce Street Nominal Storm Drain
Washington to Searles
Pre-Design Cost Estimate

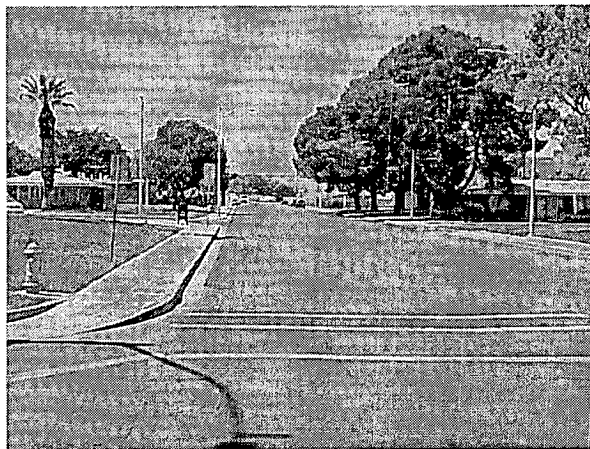
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMT
200.01	Mobilization and De-mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
202.01	Remove A.C. Pavement	1,425	SY	\$ 3.50	\$ 4,987.50
202.02	Remove Curb and Gutter	65	LF	\$ 10.00	\$ 650.00
202.03	Remove Sidewalk	325	SF	\$ 5.00	\$ 1,625.00
302.01	Type II Aggregate Base	240	CY	\$ 25.00	\$ 6,000.00
402.01	Plantmix Bituminous Pavement (3")	1,425	SY	\$ 6.50	\$ 9,262.50
603.01	18" RCP Storm Drain Pipe	170	LF	\$ 125.00	\$ 21,250.00
603.02	36" RCP Storm Drain Pipe	1,337	LF	\$ 200.00	\$ 267,400.00
609.01	6' Type CM Drop Inlet	4	EA	\$ 4,500.00	\$ 18,000.00
609.02	9' Type CM Drop Inlet	1	EA	\$ 6,750.00	\$ 6,750.00
609.03	60" Type II Storm Drain Manhole	3	EA	\$ 7,500.00	\$ 22,500.00
613.01	Type "L" Concrete Curb and Gutter	65	LF	\$ 15.00	\$ 975.00
613.02	Concrete Sidewalk (4")	325	SF	\$ 7.00	\$ 2,275.00
622.01	Construction Survey	1	LS	\$ 10,000.00	\$ 10,000.00
624.01	Traffic Control and Maintenance	1	LS	\$ 50,000.00	\$ 50,000.00
629.01	Relocate 6 " Water	1	LS	\$ 3,000.00	\$ 3,000.00
629.02	Relocate 10" Water	1	LS	\$ 8,000.00	\$ 8,000.00
630.01	Relocate 8" SS	100	LF	\$ 150.00	\$ 15,000.00
630.02	Const. Drop MH (60")	1	EA	\$ 6,500.00	\$ 6,500.00
637.01	Temporary Dust Permit	1	LS	\$ 10,000.00	\$ 10,000.00
				SUBTOTAL	\$ 514,175.00
				CONTINGENCY (15%)	\$ 77,126.25
				ESTIMATED CONSTRUCTION COST	\$ 591,301.25



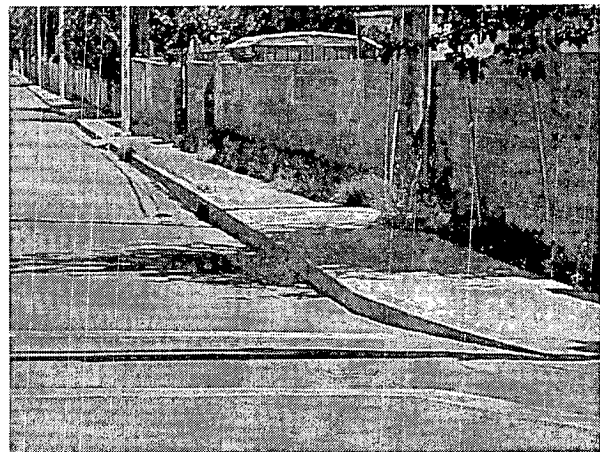
Bruce Street looking north toward the low point at Todd Avenue.



The bubbler inlet at the northeast corner of Bruce and Todd. Bubbler outfall from inlet located on the west side of Bruce.



The Bruce and Searles intersection looking toward the west. Local bubbler inlets located at the west curb returns.



The bubbler outlet on Searles, east of the Bruce intersection.

Bruce Street Photographs

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Contract for Local Drainage Improvements in Brush Street Storm Drain (LLD.12.A.04) between the City of Las Vegas and the Clark County Regional Flood Control District (\$187,500 - Clark County Regional Flood Control District) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$187,500

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Interlocal Contract LLD.12.A.04 will provide funding for Local Drainage Improvements in Brush Street Storm Drain, basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipaters, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The Clark County Regional Flood Control District approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$375,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract for Local Drainage Improvements LLD.12.A.04

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70:

APPROVED under separate actions (see individual items)

Item 65:

ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**INTERLOCAL CONTRACT FOR LOCAL DRAINAGE IMPROVEMENTS IN
BRUSH STREET STORM DRAIN**

THIS INTERLOCAL CONTRACT, made and entered into as of the 10th day of June, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to all costs for construction to place in service the Brush Street Nominal Storm Drain. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$187,500 or 50 percent of the construction costs, whichever is less.
2. The total cost of this Contract shall not exceed \$187,500 which includes all Items described in Paragraph one above and funds will be made available after July 1, 2004.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The award of bid for this PROJECT shall occur no later than June 30, 2005. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by the CONTRACT.
8. The DISTRICT will reimburse the CITY, for project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the category noted below:
 - a. Construction (all work after award of construction contract)
9. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and

payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

10. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
11. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
12. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
13. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to October 30, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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IN WITNESS WHEREOF, this Interlocal Contract is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

June 10, 2004
ATTEST

BY: Chig Mat
for LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER,
SECRETARY TO THE BOARD

APPROVED AS TO FORM:

Ch Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

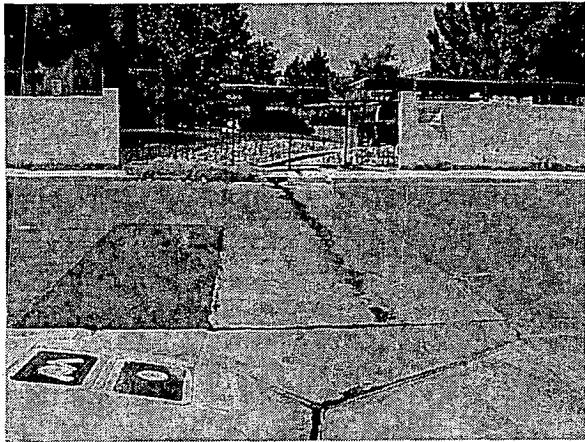
Thomas R. Guen 6/17/04
DEPUTY CITY ATTORNEY

Brush Street Storm Drain
Alta Drive to North
90% Design Cost Estimate

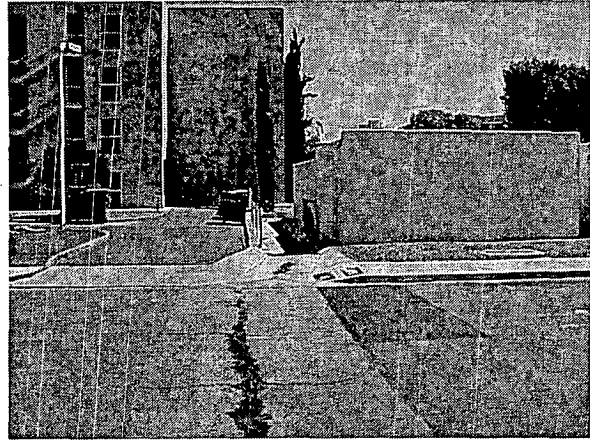
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMT
200.01	Mobilization and De-mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
202.01	Remove A.C. Pavement	1,338	SY	\$ 3.50	\$ 4,683.00
202.02	Remove Curb and Gutter	26	LF	\$ 20.00	\$ 520.00
202.03	Remove Concrete Cross Gutter	287	SF	\$ 5.00	\$ 1,435.00
202.04	Remove Sidewalk	178	SF	\$ 3.50	\$ 623.00
302.01	Type II Aggregate Base	300	CY	\$ 25.00	\$ 7,500.00
402.01	Plantmix Bituminous Pavement (2")	1,370	SY	\$ 6.50	\$ 8,905.00
603.01	18" Storm Drain Pipe	12	LF	\$ 150.00	\$ 1,800.00
603.02	24" Storm Drain Pipe	30	LF	\$ 200.00	\$ 6,000.00
603.03	42" Storm Drain Pipe	615	LF	\$ 275.00	\$ 169,125.00
609.01	10' Type "CM2" Drop Inlet	1	EA	\$ 10,000.00	\$ 10,000.00
609.02	2'x2' Precast Drop Inlet	1	EA	\$ 1,000.00	\$ 1,000.00
609.03	48" Type II Storm Drain Manhole	2	EA	\$ 10,000.00	\$ 20,000.00
613.01	Type "L" Concrete Curb and Gutter	8	LF	\$ 15.00	\$ 120.00
613.02	Concrete Sidewalk (4")	150	SF	\$ 5.00	\$ 750.00
622.01	Construction Survey	1	LS	\$ 10,000.00	\$ 10,000.00
624.01	Traffic Control and Maintenance	1	LS	\$ 25,000.00	\$ 25,000.00
629.01	Vertically Adjust Valve Box to FG	5	EA	\$ 500.00	\$ 2,500.00
637.01	Temporary Dust Permit	1	LS	\$ 12,000.00	\$ 12,000.00
				SUBTOTAL	\$ 331,961.00
				CONTINGENCY (15%)	\$ 42,294.15
				ESTIMATED CONSTRUCTION COST	\$ 374,255.15

4/30/2004

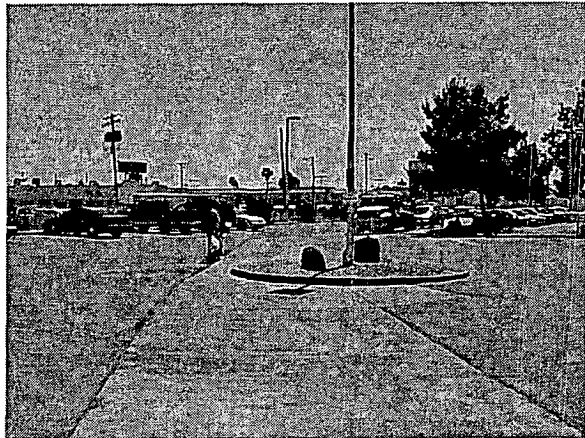
LLD.12.A.04



The existing sag point on Brush, looking to the west into the existing Multi-Family housing.



The existing sag point on Brush, looking to the east, draining into the Senior Housing complex.



The east side of the Senior Housing complex, looking to the south and toward Alta Drive. The Senior's parking lot is current flow path.



The main drainage flow path entering Brush Street from the west.

Brush Street Photographs

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

Approval of a First Supplemental Interlocal Contract for Annual Maintenance Work Program for Fiscal Year 2003-2004 between the City of Las Vegas and the Clark County Regional Flood Control District (\$200,000 - Clark County Regional Flood Control District) - All Wards

Fiscal Impact

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No Impact

Amount: \$200,000

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Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

This First Supplemental Interlocal Contract for the FY 2003-2004 Maintenance Work Program will increase total project funding. Additional funding is needed due to clean up after the August 2003 rainstorm and to complete work in progress in the Las Vegas Wash. The Clark County Regional Flood Control District approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$1,563,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract Annual Maintenance Work Program

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of June, 2004, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the District's Master Plan; and

WHEREAS, the CITY wishes to increase total project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION II – PROJECT COSTS will be revised to read as follows:

The DISTRICT agrees to provide reimbursement for Project costs within the limits specified below:

1. The Projects costs shall not exceed \$1,563,000.

The amounts allocated to each individual facility within the Project must be specified in **Exhibit "A"** and **Exhibit "B"**. Any changes to said allocated amounts must be approved by the DISTRICT's Chief Engineer in accordance with **Section 4.24** of the District *Operations and Maintenance Manual*.

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with **Section 4.12** of the *Operations and Maintenance Manual*. In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit

an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to **Section IV, Paragraph 6**, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the District *Operations and Maintenance Manual*.

All other sections of the original interlocal contract shall remain unchanged.

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

Date of District Action:

June 10, 2004

ATTEST:

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: Chief W. Brown III
for Lawrence L. Brown III, Chairman

Approved as to Form:

BY: Chr. Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

July 7, 2004

ATTEST:

CITY OF LAS VEGAS

BY: Oscar B. Goodman
Oscar B. Goodman, Mayor

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:
Thomas R. Green 6/17/04
Date

**CITY OF LAS VEGAS
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
2003/2004 MAINTENANCE WORK PLAN**

<u>FACILITY NAME</u>	<u>COST</u>
1 - (LV51) CEDAR AVENUE CHANNEL/ NELLIS SYSTEM Cedar Ave. Channel (CACH 0000 to 0147), Bonanza Drain (CABZ 0000 to 0028) Pecos Drain (CACN 0000 to 0026).	\$ 2,000
2 - (LV52) GOWAN/ ANGEL PARK/ LONE MOUNTAIN SYSTEM Gowan Detention Basins (GONO 0000 - 0013), Gowan South Facilities (GOSO 0000 - 0462), Gowan Outfall (GOOF 0486-0511, GOCR 0180) Gowan North Channel Buffalo Branch (GOBU 0000 - 0058), AP Det. Basin (APNO 0000), Durango Drain (APDG 0000-0060), AP Outfall (APOF 0000-0124), AP Peccolle 1 (APP1 0000 - 0061), 'Angel Park - South Branch (APSO 0000 - 0258) Cheyenne Channel (GOO2 0000 - 0112), Ln. Mtn. Det. Basin GOLM 0145) Angel Park - Summerlin Parkway (APSP 0000 - 0183) Angel Park Beltway Branch (APBE 0000 - 0076)	\$ 225,000
3 - (LV53) LAKE MEAD/SMOKE RANCH/WASHINGTON SYSTEM Lake Mead Drain (LVLM 0336-0453 & LVLM 0072), Smoke Ranch Drain (LVSR 0360-0552) Freeway Channel (LV15 0284 - 0339)	\$ 11,000
4 - (LV54) LAS VEGAS WASH SYSTEM Las Vegas Wash (LVMD 1069-1354) from Owens Avenue to Charleston Boulevard	\$ 1,301,654
5 - (LV55) MEADOWS/OAKEY SYSTEM Meadows Det.Basin & Channel (LCME 0000 to 0084), Alta Drain (MEAL 0000-0160) Oakley System (MECH 0000-0400)	\$ 346
6 - (LV56) WASHINGTON AVENUE/LAS VEGAS CREEK Washington Ave. Channel (LVWH 0086-0448), LV Cr. Lateral (LCLT 0000-0034) LV Creek System (LCCH 0001-0582), Freeway Channel FW15 (0000 - 0150) Freeway Channel Bypass Facility (FWUP 0000 - 0059),	\$ 18,000
7 - (LV57) US95/OUTERBELTWAY/ ANN SYSTEM Rancho Rd. System (RCHO 0097), Rancho Detention Basin (RCHO 0061), Rancho Outfall (RCHO 0003, 0028), Rancho Road System - Beltway (RCHB 0000) Centennial Pkwy Channel West (CNWE 0000 - 0101)	\$ 5,000
TOTAL 2003/2004 O&M	\$ 1,563,000

**CITY OF LAS VEGAS
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
2003/2004 MAINTENANCE WORK PLAN**

<u>FACILITY NAME</u>	<u>COST</u>
1 - (LV51) CEDAR AVENUE CHANNEL/ NELLIS SYSTEM Cedar Ave. Channel (CACH 0000 to 0147), Bonanza Drain (CABZ 0000 to 0028) Pecos Drain (CACN 0000 to 0026).	\$ 2,000
2 - (LV52) GOWAN/ ANGEL PARK/ LONE MOUNTAIN SYSTEM Gowan Detention Basins (GONO 0000 - 0013), Gowan South Facilities (GOSO 0000 - 0462), Gowan Outfall (GOOF 0486-0511, GOCR 0180) Gowan North Channel Buffalo Branch (GOBU 0000 - 0058), AP Det. Basin (APNO 0000), Durango Drain (APDG 0000-0060), AP Outfall (APOF 0000-0124), AP Peccolle 1 (APP1 0000 - 0061), 'Angel Park - South Branch (APSO 0000 - 0258) Cheyenne Channel (GOO2 0000 - 0112), Ln. Mtn. Det. Basin GOLM 0145) Angel Park - Summerlin Parkway (APSP 0000 - 0183) Angel Park Beltway Branch (APBE 0000 - 0076)	\$ 225,000
3 - (LV53) LAKE MEAD/SMOKE RANCH/WASHINGTON SYSTEM Lake Mead Drain (LVLM 0336-0453 & LVLM 0072), Smoke Ranch Drain (LVSR 0360-0552) Freeway Channel (LV15 0284 - 0339)	\$ 11,000
4 - (LV54) LAS VEGAS WASH SYSTEM Las Vegas Wash (LVMD 1069-1354) from Owens Avenue to Charleston Boulevard	\$ 1,301,654
5 - (LV55) MEADOWS/OAKEY SYSTEM Meadows Det. Basin & Channel (LCME 0000 to 0084), Alta Drain (MEAL 0000-0160) Oakley System (MECH 0000-0400)	\$ 346
6 - (LV56) WASHINGTON AVENUE/LAS VEGAS CREEK Washington Ave. Channel (LVWH 0086-0448), LV Cr. Lateral (LCLT 0000-0034) LV Creek System (LCCH 0001-0582), Freeway Channel FW15 (0000 - 0150) Freeway Channel Bypass Facility (FWUP 0000 - 0059),	\$ 18,000
7 - (LV57) US95/OUTERBELTWAY/ ANN SYSTEM Rancho Rd. System (RCHO 0097), Rancho Detention Basin (RCHO 0061), Rancho Outfall (RCHO 0003, 0028), Rancho Road System - Beltway (RCHB 0000) Centennial Pkwy Channel West (CNWE 0000 - 0101)	\$ 5,000
TOTAL 2003/2004 O&M	\$ 1,563,000

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV51
Facility Name: Cedar Avenue Channel/Nellis System
MP Facility ID: CACH 0000 - 0147,
CABZ 0000 - 0028, CACN 0000 - 0026

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road	\$133,000	\$0			
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities					
	85 Engineering	\$2,000	\$2,000	\$1,724	86%	Jun-04
	TOTALS	\$135,000	\$2,000	\$1,724	0%	

Delays or Problem Areas:

Work Completed during Current Quarter:

Complete design drawings for access ramps within the Cedar Channel system (CACH 0000 - 0147)

Work to be Completed During Next Quarter:

Construct access ramps along the Cedar Avenue Channel System (CACH 0000 - 0147) for maintenance between Pecos Avenue and the Las Vegas Wash.

Consultant/

Contractor: N/A

Project

Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E.

Phone Number:

229-6541

5/14/2004

052704 CLV MWP backup1

No. 1 CEDAR AVE., NELLIS

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV52
 Facility Name: Gowan/Angel Pk/Lone Mtn System
 MP Facility ID: GONO 0000 - 0013, GOSO 0000 - 0462, GOOF 0486-0511,
GOCR 0180, GONO 0117 - 0205, GOL3 0000 - 0115, GOLM 0166,
GOBU 0000 - 0058, APDG 0000-0060, APOF 0000-0147,
APP1 0000 - 0061, GOO2 0000 - 0257, GOLM 0145, APNO 0000,
APSP 0000 - 0183, APBE 0000 - 0076, APSO 0000 - 0258

Entity: City of Las Vegas
 Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
FA	15 Repair Lined Channel	\$50,000	\$55,000	\$54,992	100%	Jun-04
	20 Provide/Maintain Erosion Control					
FA	25 Clean & Inspect Detention/Debris Basins	\$94,000	\$2,000	\$1,894	95%	Jun-04
FA	30 Erosion Repair	\$200,000	\$125,000	\$124,824	100%	Jun-04
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$10,000	\$10,000	\$7,154	72%	Jun-04
FA	85 Engineering	\$10,000	\$33,000	\$31,775	96%	Jun-04
	TOTALS	\$364,000	\$225,000	\$220,639	98%	

Delays or Problem Areas:

Work Completed during Current Quarter:

Completed repairs to damaged expansion joints along the Cheyenne Channel from Hualapai to Buffalo (GOO2 0012 - 0257).

Work to be Completed During Next Quarter:

Retrofit the energy dissipater of the Gilmore Channel to freely drain (GOLM 0000).

Consultant/
 Contractor: N/A
 Project
 Manager: Greg McDermott, P.E. / Ed Nettenstrom, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV53
Facility Name: Lake Mead/Smoke Ranch/Washington System
MP Facility ID: LVLM 0336 - 0453, LVSR 0360 - 0500
LV15 0284 - 0339, LVOW 0000 - 0146,
LVRA 0025 - 0091

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
FA	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures	\$4,000	\$3,050	\$3,048	100%	Jun-04
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$4,500	\$0			
	85 Engineering	\$10,500	\$7,950	\$7,017	88%	Jun-04
	TOTALS	\$15,000	\$11,000	\$10,065	92%	

Delays or Problem Areas:

Work Completed during Current Quarter:

Installed grates over the Las Vegas Wash Smoke Ranch facility (LVSR 0263) at the North Las Vegas Airport.

Work to be Completed During Next Quarter:

Routine maintenance work activities.

Consultant/
Contractor: N/A
Project
Manager: Greg McDermott, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
FA	10 Clean and Reshape Channels	\$267,000	\$705,600	\$505,544	72%	Jun-04
FA	15 Repair Lined Channel		\$10,000	\$7,658	77%	Jun-04
FA	20 Provide/Maintain Erosion Control		\$250,000	\$188,092	75%	Jun-04
	25 Clean & Inspect Detention/Debris Basins					
FA	30 Erosion Repair	\$400,000	\$30,000	\$11,808	39%	Jun-04
	35 Fence Repair					
	40 Vegetation Control - Chemical					
FA	45 Vegetation Control - Mechanical	\$60,000	\$39,054	\$26,000	67%	Jun-04
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$75,000	\$187,000	\$186,557	100%	Jun-04
FA	85 Engineering	\$20,000	\$80,000	\$78,968	99%	Jun-04
TOTALS		\$822,000	\$1,301,654	\$1,004,626	77%	

Delays or Problem Areas:

Work Completed during Current Quarter:

Continued with sediment removal within the Las Vegas Wash between Lamb and Sandhill (LVMD 1272). Completed erosion protection to stabilize the existing Wash between Lamb and Washington (LVMD 1232). Began construction of the concrete foundation and depth gage under the Lamb Bridge at the Las Vegas Wash (LVMD 1271).

Work to be Completed During Next Quarter:

Complete construction of depth gage under the Lamb Bridge (LVMD 1271). Continue with work in the Las Vegas Wash.

Consultant/
Contractor: N/A
Project
Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV55
Facility Name: Meadows/Oakey System
MP Facility ID: LCME 0000 - 0084, MECH 0000 - 0400
MEAL 0000 - 0160

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities					
FA	85 Engineering	\$1,000	\$346	\$346	100%	Jun-04
	TOTALS	\$1,000	\$346	\$346		

Delays or Problem Areas:

Work Completed during Current Quarter:

No new work was completed this quarter.

Work to be Completed During Next Quarter:

Miscellaneous Work Activities.

Consultant/
Contractor: N/A
Project
Manager: Greg McDermott, P.E./Ed Nettenstrom, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV56
Facility Name: Washington Ave/Las Vegas Creek
MP Facility ID: LCCH 0001 - 0582, LCLT 0000 - 0034
FWUP 0000 - 0059, LVWH 0086 - 0448
FW15 0000 - 0150

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Detritus Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
FA	60 Repair Inlet/Outlet Structures		\$4,000	\$3,366	84%	Jun-04
FA	65 Clean Storm Sewer Lines		\$6,000	\$5,422	90%	Jun-04
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$2,000	\$0			Jun-04
	85 Engineering		\$8,000	\$5,269	66%	
	TOTALS	\$2,000	\$18,000	\$14,057	78%	

Delays or Problem Areas:

Work Completed during Current Quarter:

No new work was completed this quarter.

Work to be Completed During Next Quarter:

Continue repair design and perform routine maintenance work activities.

Consultant/
Contractor: N/A
Project
Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2003-04

MWP Facility #: LV57
Facility Name: US95/OuterBeltway/Ann Road System
MP Facility ID: RCHO 0097, RCHO 0061
RCHO 0003, 0028, ANWE 0000-0361,
RCHB 0000, CNWE 0000 - 0101

Entity: City of Las Vegas
Date Prepared: 5/10/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention/Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$13,000	\$2,000	\$202	10%	Jun-04
	85 Engineering		\$3,000	\$1,364	45%	Jun-04
	TOTALS	\$13,000	\$5,000	\$1,566	31%	

Delays or Problem Areas:

Work Completed during Current Quarter:

No new work was completed this quarter.

Work to be Completed During Next Quarter:

Routine maintenance work activities.

Consultant/
Contractor: N/A
Project
Manager: Greg McDermott, P.E. Phone Number: 229-6541

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

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CONSENT

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DISCUSSION

SUBJECT:

Approval of an Interlocal Contract for Annual Maintenance Work Program for Fiscal Year 2004-2005 between the City of Las Vegas and the Clark County Regional Flood Control District (\$1,403,000 - Clark County Regional Flood Control District) - All Wards

Fiscal Impact

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No Impact

Amount: \$1,403,000

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Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

Interlocal Contract for the FY 2004-2005 Maintenance Work Program will provide funding for maintenance of flood control facilities. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current district Operations and Maintenance Manual. The Clark County Regional Flood Control District approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$1,403,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract Annual Maintenance Program

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM**

THIS CONTRACT, made and entered into this 10th day of June, 2004 by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual*.

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The DISTRICT agrees to provide reimbursement for Project costs within the limits specified below:

1. The Projects costs shall not exceed \$1,403,000.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual*.

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual*. In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the DISTRICT *Operations and Maintenance Manual*.

SECTION III - PROJECT TIME

The CITY agrees to perform the Project to the satisfaction of the DISTRICT between July 1, 2004 and June 30, 2005. The DISTRICT may grant extensions or terminate this contract and require all sums advanced to the CITY to be repaid if the CITY fails to perform by said date.

SECTION IV - GENERAL

1. The CITY will complete the Project as set forth in Exhibit "A". The CITY staff personnel responsible for coordination work under this contract are as listed below:

Richard D. Goecke, Director of Public Works

Charles Kajkowski, City Engineer

It is understood that staff named above will be responsible for work coordination throughout the period of this contract unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. In addition to the specific terms set forth in this Contract, the parties hereto shall be subject to and governed by the DISTRICT *Operations and Maintenance Manual*, and any applicable portions of the *Policies and Procedures* adopted by the DISTRICT.

3. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among member entities. Therefore, in those cases where Master Plan approved, and DISTRICT-funded projects have regional fund control significance impacting more than one member entity, the CITY will allow all impacted member entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

4. The Chief Engineer or designee of the DISTRICT shall be responsible for monitoring the performance of the CITY, approval for payment of billings and expenses submitted by CITY and the acceptance of any report provided by CITY. The CITY shall be responsible for monitoring performance of CITY staff or private contractors, and the CITY shall maintain detailed records of all payments made to contractors and make such records available to the DISTRICT upon request.

5. The CITY shall provide right of access to its facilities to the DISTRICT or Chief Engineer at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

6. In the event the CITY fails to perform the maintenance according to the standards specified in this contract and in the DISTRICT *Operations and Maintenance Manual*, the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Cost incurred by the DISTRICT shall be reimbursed by the CITY or be deducted from the amount authorized by this contract. The DISTRICT may not exercise this

right without giving the CITY specific written notice of the maintenance required and allowing the CITY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Richard D. Goecke
Director of Public Works
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

7. The records of the CITY and/or private contractors pertaining to the subject matter of this contract shall at all reasonable times be subject to inspection and audit by the DISTRICT or an Agent of the DISTRICT.

8. If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

9. All parties to this contract shall comply with applicable local, state, and federal laws.

10. The CITY hereby agrees to reimburse the DISTRICT if funds are received from other sources for maintenance and repair of drainage and flood control facilities paid for by the DISTRICT.

11. The DISTRICT will not be responsible for any fines and/or penalties caused by the actions or inactions of CITY employees, consultants, contractors, or agent

12. Any costs found to be improperly allocated in the Project will be refunded by the CITY to the DISTRICT.

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

14. The CITY hereby indemnifies and shall defend and hold harmless the DISTRICT, its representatives and their employees (or their authorized representatives) from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the CITY, of anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Contract. The CITY aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

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

Date of District Action:

June 10, 2004

REGIONAL FLOOD CONTROL DISTRICT

BY: Chip Man
Lawrence L. Brown III, Chairman

ATTEST:

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

BY: Chris Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

July 7, 2004

CITY OF LAS VEGAS

BY: Oscar B. Goodman
Oscar B. Goodman, Mayor

ATTEST:

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 6/17/04
Date

**CITY OF LAS VEGAS
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
2004/2005 MAINTENANCE WORK PLAN**

<u>FACILITY NAME</u>	<u>COST</u>
1 - (LV51) CEDAR AVENUE CHANNEL/ NELLIS SYSTEM Cedar Ave. Channel (CACH 0000 to 0147), Bonanza Drain (CABZ 0000 to 0080) Pecos Drain (CACN 0000 to 0026).	\$ 202,000
2 - (LV52) GOWAN/ ANGEL PARK/ LONE MOUNTAIN SYSTEM Gowan Detention Basins (GONO 0000 - 0107), Gowan South Facilities (GOSO 0000 - 0462), Gowan Outfall (GOOF 0485 - 0775, GOCR 0180 - 0201) Gowan North Channel Buffalo Branch (GOBU 0000 - 0109), AP Det. Basin (APNO 0000 - 0015), Durango Drain (APDG 0000-0060), AP Outfall (APOF 0000 - 0124), AP Peccolle 1 (APP1 0000), Angel Park - South Branch (APSO 0000 - 0346) Cheyenne Channel (GO02 0000 - 0257), Lone Mtn. Det. Basin (GOLM 0145) Angel Park - Summerlin Parkway (APSP 0000 - 0183), Angel Park Beltway Branch (APBE 0000 - 0094) Beltway Channel/Village 26 Det Basin (GOL3 0000 - 0128), Gilmore Channel (GOLM 0150 - 0240) Gowan Beltway West (GOBW 0052 - 0277), Gowan-Tenaya Branch (GOTE 0000)	\$ 216,000
3 - (LV53) LAKE MEAD/SMOKE RANCH/WASHINGTON SYSTEM Lake Mead Drain (LVLM 0336 - 0525), Smoke Ranch Drain (LVSr 0359 - 0546) Freeway Channel (LV15 0284 - 0337), Vegas/Owens System (LVOW 0000 - 0146) Rancho Storm Drain (LVRA 0000), Peak Drive System (LVPK 0000 - 0019 & LVPK 0106)	\$ 5,000
4 - (LV54) LAS VEGAS WASH SYSTEM Las Vegas Wash (LVMD 1069-1354) from Owens Avenue to Charleston Boulevard	\$ 862,000
5 - (LV55) MEADOWS/OAKEY SYSTEM Meadows Det. Basin & Channel (LCME 0000 - 0084), Alta Drain (MEAL 0000 - 0160) Oakey System (MECH 0000 - 0420)	\$ 5,000
6 - (LV56) WASHINGTON AVENUE/LAS VEGAS CREEK Washington Ave. Channel (LVWH 0086 - 0448), LV Cr. Lateral (LCLT 0000 - 0034) LV Creek System (LCCH 0001 - 0582), Freeway Channel (FW15 0000 - 0175) Freeway Channel Bypass Facility (FWUP 0000 - 0059), Oakey Drain (FWOK 0000) Freeway Channel Waldman Lateral (FWWL 0000), West Charleston Drain (FWCH 0000) Shadow Lane Drain (FWSH 0000), Las Vegas Creek Drain (LCDE 0000)	\$ 100,000
7 - (LV57) US95/OUTERBELTWAY/ ANN SYSTEM Rancho Rd. System (CN95 0000), Rancho Detention Basin (RCHO 0028 - 0061), Rancho Road System - Beltway (RCHB 0000 - 0175), Rancho Rd Beltway Channel (RCBC 0000 - 0153) Centennial Pkwy Channel West (CNWE 0000 - 0304), Ann Road Channel West (ANWE 0127 - 0385)	\$ 13,000
TOTAL PROJECTED O&M COSTS =	\$ 1,403,000

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV51
 Facility Name: Cedar Avenue Channel/Nellis System
 MP Facility ID: CACH 0000 - 0147,
CABZ 0000 - 0080, CACN 0000 - 0026

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road	\$200,000				Jun-05
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
FA	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
	85 Engineering	\$2,000				Jun-05
	TOTALS	\$202,000	\$0	\$0	0%	

Delays or Problem Areas:

Work completed during prior fiscal year:

Work to be completed during current fiscal year:

Construct access ramps along the Cedar Avenue Channel System (CACH 0000 - 0147) for maintenance between Pecos Avenue and the Las Vegas Wash.

Consultant/
 Contractor: N/A
 Project
 Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E. Phone Number: 229-6541

5/4/2004
 04_05 Tentative Work Schedule.xls
 No. 1 CEDAR AVE., NELLIS

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV52

Entity: City of Las Vegas

Facility Name: Gowan/Angel Pk/Lone Mtn System

Date Prepared: 4/1/2004

MP Facility ID: GONO 0000 - 0107, GOSO 0000 - 0462,
GOOF 0486-0775, GOCR 0180 - 0201, GOBW 0052 - 0277,
GOL3 0000 - 0128, GOLM 0150 - 0240, GOBU 0000 - 0109,
APDG 0000 - 0060, APOF 0000 - 0124, APP1 0000, GOTE 0000
GOO2 0000 - 0257, GOLM 0145, APNO 0000 - 0015,
APSP 0000 - 0183, APBE 0000 - 0094, APSO 0000 - 0346

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					Jun-05
	21 Provide/Maintain Dust Control					
	10 Clean & Inspect Detention Debris Basins					
	15 Repair Lined Channel	\$100,000				
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
FA	50 Maintain Access Road					Jun-05
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines					Jun-05
	70 Storm Sewer Repair	\$70,000				
FA	75 Clean/Flush Culverts & Bridges					Jun-05
FA	80 Miscellaneous Work Activities	\$40,000				
FA	85 Engineering	\$6,000.00				Jun-05
TOTALS		\$216,000	\$0	\$0	0%	

Delays or Problem Areas:

Work to be Completed during Current Fiscal Year:

Work Completed During Prior Fiscal Year:

Retrofit the energy dissipater of the Gilmore Channel to freely drain (GOLM 0000). Complete repairs to damaged expansion joints within the Cheyenne Channel from the Western Beltway to Buffalo Drive (GOO2 0000 - 0257). Construct additional drop inlets at Cheyenne and Buffalo to collect water into the Cheyenne Channel (GOO2 0028). Miscellaneous work activities within the Gowan, Angel Park and Lone Mountain Detention Basins.

Consultant/

Contractor: N/A

Project

Manager: 5/4/2004 Greg McDermott, P.E./ Ed Nettenstrom, P.E.

Phone Number:

229-6541

04_05 Tentative Work Schedule.xls

No. 2 GOWAN, AP, LONE MTN

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV53
 Facility Name: Lake Mead/Smoke Ranch/Washington System
 MP Facility ID: LVLM 0336 - 0525, LVSR 0359 - 0546
LV15 0284 - 0337, LVOW 0000 - 0146,
LVRA 0000, LVPK 0000 - 0019 & 0106

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities	\$5,000				Jun-05
	85 Engineering					
	TOTALS	\$5,000	\$0	\$0	0%	

Delays or Problem Areas:

Work completed during prior fiscal year:

Work to be completed during current fiscal year:

Routine maintenance work activities.

Consultant/
 Contractor: N/A
 Project
 Manager: Greg McDermott, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV54
 Facility Name: Las Vegas Wash System
 MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					Jun-05
	10 Clean and Reshape Channels	\$300,000				
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect DetentionDebris Basins					
FA	21 Provide/Maintain Dust Control					Jun-05
	30 Clean & Inspect Detention Debris Basins	\$400,000				
	35 Fence Repair					
FA	40 Vegetation Control - Chemical					Jun-05
	45 Vegetation Control - Mechanical	\$60,000				
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
FA	65 Clean Storm Sewer Lines					Jun-05
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
FA	80 Miscellaneous Work Activities	\$82,000				Jun-05
FA	85 Engineering	\$20,000				Jun-05
TOTALS		\$862,000	\$0	\$0	0%	

Delays or Problem Areas:

Work Completed During Prior Fiscal Year:

Completed sediment removal and bank stablitation of the LV Wash between Lamb and Washington (LVMD 1232). Mechanically cut the vegetation within the LV Wash (LVMD 1069 - 1354).

Work to be Completed during Current Fiscal Year:

Continue with excavation and bank stabilization of the LV Wash to match preliminary GC Wallace design plans from Sandhill to Lamb (LVMD 1272). Place reinforced concrete at the Washington Conveyance confluence. Cut vegetation within the Wash twice a year.

Consultant/
 Contractor: N/A
 Project
 Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV55
 Facility Name: Meadows/Oakey System
 MP Facility ID: LCME 0000 - 0084, MECH 0000 - 0420
MEAL 0000 - 0160

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	25 Clean & Inspect DetentionDebris Basins					
	21 Provide/Maintain Dust Control					
	30 Clean & Inspect Detention Debris Basins					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities	\$5,000				Jun-05
	85 Engineering					
	TOTALS	\$5,000	\$0	\$0	0%	

Delays or Problem Areas:

Work completed during prior fiscal year:

Work to be completed during current fiscal year:

Routine maintenance work activities.

Consultant/
 Contractor: N/A
 Project
 Manager: Greg McDermott, P.E/Ed Nettenstrom, P.E. Phone Number: 229-6541

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV56
 Facility Name: Washington Ave/Las Vegas Creek
 MP Facility ID: LCCH 0001 - 0582, LCLT 0000 - 0034
FWUP 0000 - 0059, LVWH 0086 - 0448
FW15 0000 - 0175, FWOK 0000, FWWL 0000,
FWCH 0000, FWSH 0000, LCDE 0000

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date *
FA	5 Inspect Channels					Jun-05
	10 Clean and Reshape Channels					
	15 Repair Lined Channel	48,000				
	21 Provide/Maintain Dust Control					
	20 Clean & Inspect Detention Debris Basins					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
FA	50 Maintain Access Road					Jun-05
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
FA	70 Storm Sewer Repair	50,000				Jun-05
	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities					
FA	85 Engineering	2,000				Jun-05
TOTALS		\$100,000	\$0	\$0	0%	

Delays or Problem Areas:

Work completed during prior fiscal year:

Work to be completed during current fiscal year:

Repair damaged concrete within the Langtry Channel (LCLT 0006) from Washington to Bonanza. Repair cracking that has occurred to the 12'X8' RCB under the Main Street Station (LVWH 0390). Inspect and clean various large diameter pipes and boxes within the area.

Consultant/

Contractor: N/A

Project

Manager: Ed Nettenstrom, P.E., Greg McDermott, P.E.

Phone Number:

229-6541

5/4/2004

04_05 Tentative Work Schedule.xls

No. 6 WASH. AVE., LV CREEK

**REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET FY 2004-05**

MWP Facility #: LV57
 Facility Name: US95/OuterBeltway/Ann Road System
 MP Facility ID: CN95 0000, RCHO 0028 - 0061,
ANWE 0127 - 0385, CNWE 0000 - 0304
RCHB 0000 - 0175, RCBC 0000 - 0153

Entity: City of Las Vegas
 Date Prepared: 4/1/2004

Force Account/ Contract	Activity	Work Plan Amount (\$)	Amended Work Plan Amount (\$)	Expended To Date (\$)	Percent Complete	Scheduled Completion Date
	5 Inspect Channels					
	10 Clean and Reshape Channels					
	15 Repair Lined Channel					
	20 Provide/Maintain Erosion Control					
	21 Provide/Maintain Dust Control					
	25 Clean & Inspect Detention Debris Basins					
	30 Erosion Repair					
	35 Fence Repair					
	40 Vegetation Control - Chemical					
	45 Vegetation Control - Mechanical					
	50 Maintain Access Road					
	55 Clean & Inspect Inlet/Outlet Structures					
	60 Repair Inlet/Outlet Structures					
	65 Clean Storm Sewer Lines					
	70 Storm Sewer Repair					
FA	75 Clean/Flush Culverts & Bridges					
	80 Miscellaneous Work Activities	\$13,000				Jun-04
	85 Engineering					
	TOTALS	\$13,000	\$0	\$0	0%	

Delays or Problem Areas:

Work completed during prior fiscal year:

Work to be completed during current fiscal year:

Retrofit existing Centennial Centre channel with ladders and signage (RCHB 0053)

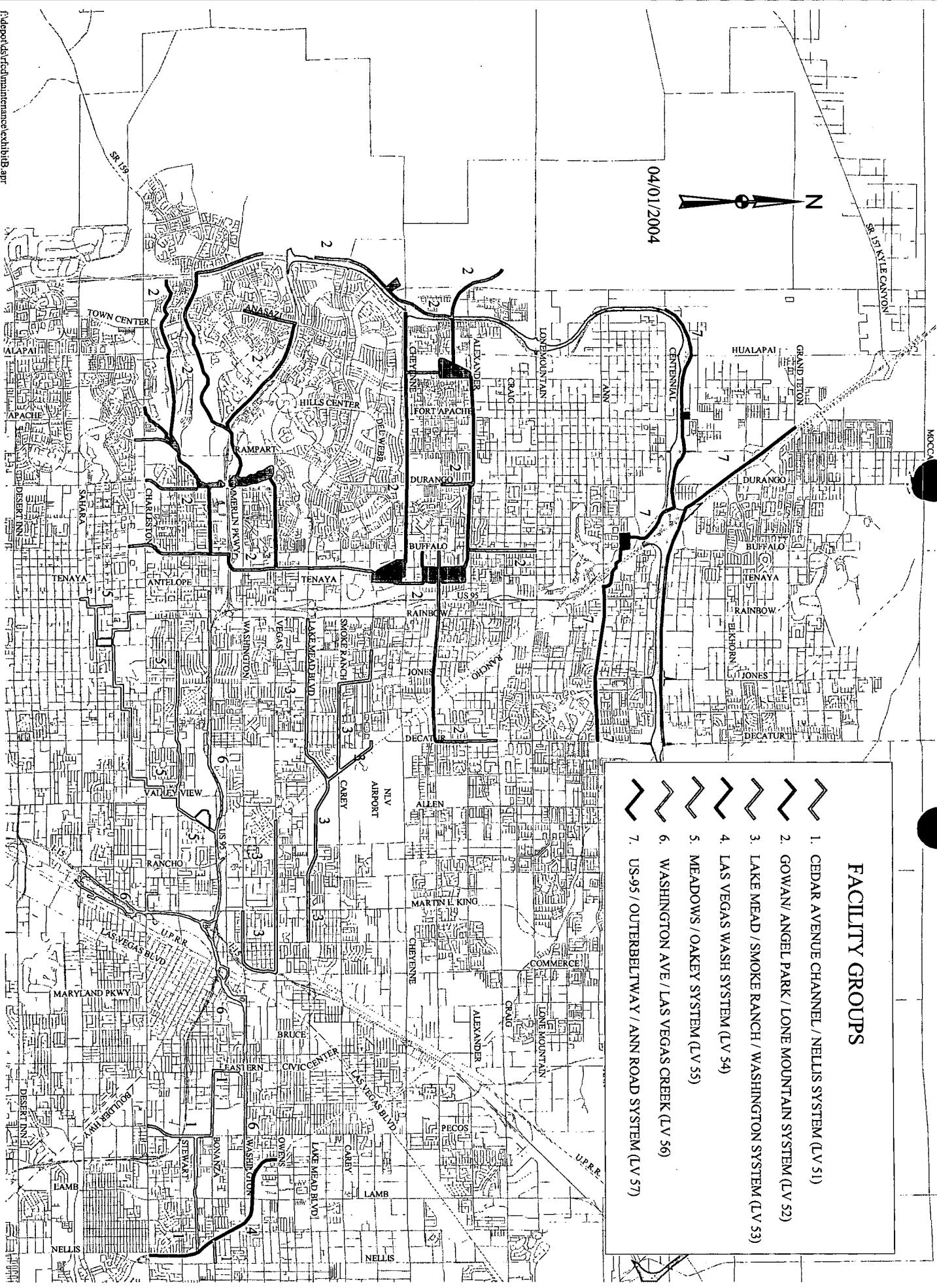
Consultant/
 Contractor: N/A
 Project
 Manager: Greg McDermott, P.E. Phone Number: 229-6541



04/01/2004

FACILITY GROUPS

- 1. CEDAR AVENUE CHANNEL / NELLIS SYSTEM (LV 51)
- 2. GOWAN/ ANGEL PARK / LONE MOUNTAIN SYSTEM (LV 52)
- 3. LAKE MEAD / SMOKE RANCH / WASHINGTON SYSTEM (LV 53)
- 4. LAS VEGAS WASH SYSTEM (LV 54)
- 5. MEADOWS / OAKLEY SYSTEM (LV 55)
- 6. WASHINGTON AVE / LAS VEGAS CREEK (LV 56)
- 7. US-95 / OUTERBELTWAY / ANN ROAD SYSTEM (LV 57)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of First Supplemental Interlocal Contract #469a - Elkhorn Road Overpass at US-95 between the City of Las Vegas and the Regional Transportation Commission (\$260,000 - Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$260,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract #469a - Elkhorn Road Overpass at US-95 will provide funding to add right-of-way acquisition and right-of-way other to the scope of the project. The Regional Transportation Commission approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$12,000,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract #469a

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**FIRST SUPPLEMENTAL
INTERLOCAL CONTRACT**

ELKHORN ROAD OVERPASS AT US-95

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7 day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to perform construction inspection and construct roadway improvements for the Elkhorn Road Grade Separation over US-95.

WHEREAS, the CITY desires to add right of way other and right of way acquisition to the scope of the project, and;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT shall be revised to read as follows:

SECTION I – SCOPE OF THE PROJECT

This First Supplemental Interlocal Contract applies to improvements associated with the Elkhorn Road Overpass at US-95. The project will include and right-of-way acquisition, preparation of right of way drawings, descriptions, title reports of the right-of-way required and appraisals. The project will consist of construction of a new 6-lane grade separation (overpass) over US-95 on the Elkhorn Road alignment. Work will include the grade separation structure, esthetic enhancements, paved approach ramps on the east and west sides of US-95, drainage

improvements, curb & gutter, sidewalk, barrier rails, new streetlights, new pavement markings, and a new traffic signal at the Elkhorn Road/Grand Montecito parkway intersection. As part of the Town Center Loop Road system, the roadway design will comply with the Town Center Development Standards in terms of right-of-way width, sidewalk features, and provisions for future landscaped medians and amenity zones.

SECTION II – PROJECT COSTS: Shall be revised to read as follows:

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, construction management, right-of-way acquisition and right of way other shall not exceed \$12,000,000.
2. "Authorization to Proceed" for construction, construction management, right-of-way acquisition and right of way other at a cost not to exceed \$12,000,000.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST:

By: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas H. Hume 6/21/04
Date

DATE OF COMMISSION ACTION

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

6.10.04
ATTEST

By: Bruce L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

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

Approval of Interlocal Contract #472 - Arterial ITS Interconnect Conduit Project for Fiscal Year 2005 between the City of Las Vegas and the Regional Transportation Commission (\$963,000 - Regional Transportation Commission) - All Wards

Fiscal Impact☐**No Impact****Amount: \$963,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Regional Transportation Commission****PURPOSE/BACKGROUND:**

Interlocal Contract #472 - Arterial ITS Interconnect Conduit Project FY 2005 will provide funding for improvements associated with the 2005 Annual Restoration and Preservation Projects. The basic improvements may include underground traffic conduit, pull boxes and cable as needed to support the ITS network to avoid future cuts in the new pavement surfaces. The Regional Transportation Commission approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$963,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #472

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

INTERLOCAL CONTRACT
Arterial ITS Interconnect Conduit Project
Fiscal Year 2005

THIS INTERLOCAL CONTRACT, made and entered into this 7 day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, the CITY desires to improve streets and highways within the City in accordance with the improvements set forth herein, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the facilities upon which improvements will be done are facilities eligible for RTC funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the 2005 Annual Restoration and Preservation Projects. The basic improvements may include, underground traffic conduit, pull boxes and cable as needed to support the ITS network to avoid future cuts in the new pavement surfaces will be installed.

The PROJECT is more specifically described in Exhibits "A" which are hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for project costs according to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total project cost for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction shall not exceed \$963,000 Engineering design, contract administration, surveying, inspection, and testing shall not exceed twenty percent of the total project cost.
2. The City will be granted "Authorization to Proceed" for engineering and construction at the time written Authorization to Proceed is received from the RTC. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission as funding agency.
2. The design, construction, and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
3. The City anticipates using a renewable traffic signal interconnect conduit contract. The City will provide RTC staff 3 weeks notice prior to start of construction. Construction costs may be paid directly to the contractor based on estimates prepared by the CITY.

4. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for maintenance.
5. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by December 30, 2007.
6. The City's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
7. It is understood and agreed that the purpose of this Inter-local Contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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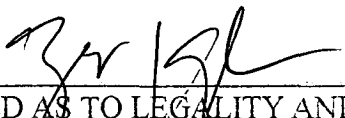
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IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

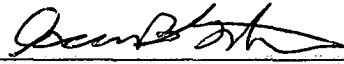

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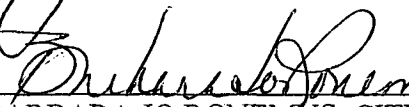
ZEV KAPLAN, GENERAL COUNSEL

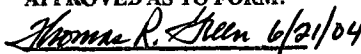
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

July 7, 2004
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

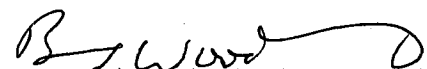

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 6/21/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

6.10.04
ATTEST

By: 
BRUCE WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

EXHIBIT A

Arterial ITS Interconnect Conduit Project Fiscal Year 2005

Question 10 Funds

	Location / Limits	Project Type	Type Work								Estimated Cost
			A	B	C	D	E	F	G	H	
	Vegas: Jones to Decatur	Install Interconnect Conduit						X			134,000
	Desert Inn Rd (N ½): Fort Apache to Durango	Install Interconnect Conduit						X			133,000
	Sahara: Hualapai to 600 feet west of Fort Apache	Install Interconnect Conduit						X			120,000
	Vegas Drive: Decatur to Rancho	Install Interconnect Conduit						X			151,000
	Rancho: Sahara to Charleston	Install Interconnect Conduit						X			133,000
	Las Vegas Blvd: Sahara to Charleston	Install Interconnect Conduit						X			157,000
	Washington Av: Rancho Dr to Martin L. King Blvd	Install Interconnect Conduit						X			135,000
		Total Question 10 Funds									963,000

A = Crack Seal;
 B = Asphalt Patch;
 C = Concrete Repairs;

D = ADA compliance;
 E = Pavement / Base Replacement;
 F = Inter-connect cable/conduit (as needed)

G = Thin Overlay.
 H = Structural Overlay

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract #474 - Arterial Restoration and Preservation Projects for Fiscal Year 2005 between the City of Las Vegas and the Regional Transportation Commission (\$4,081,000 - Regional Transportation Commission) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$4,081,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

Interlocal Contract #474 - Arterial Restoration and Preservation Projects FY 2005 will provide funding for improvements associated with the 2005 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. The Regional Transportation Commission approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$4,081,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #474

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – UNANIMOUS with MACK abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and MONCRIEF excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

INTERLOCAL CONTRACT
Arterial Restoration and Preservation Projects
Fiscal Year 2005

CONTRACT # 474

THIS INTERLOCAL CONTRACT, made and entered into this 7 day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, the CITY desires to improve streets and highways within the City in accordance with the improvements set forth herein, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the facilities upon which improvements will be done are facilities eligible for RTC funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the 2005 Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes and bike paths will be part of the striping of the finished roadway as long as the bike lane or bike path is part of the City's approved bike route / bike lane master plan and if, in

the opinion of the City's traffic engineer, the bike lanes and bike paths can be safely installed within the existing right-of-way, without relocation of existing facilities, including curbs, and / or removing needed vehicle travel, turn or parking lanes.

The PROJECT is more specifically described in Exhibits "A" which are hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total project cost for engineering design, contract administration, surveying, inspection, testing, utility relocation and construction shall not exceed \$4,081,000 Engineering design, contract administration, surveying, inspection, and testing shall not exceed twenty percent of the total project cost.
2. The City will be granted "Authorization to Proceed" for engineering and construction at a cost not to exceed \$1,400,000 at the time written Authorization to Proceed is received from the RTC. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC.
3. A separate request for an "Authorization to Proceed" will be required for additional engineering and construction.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission as funding agency.
2. Preliminary engineering, and design shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. The City anticipates using the Annual Crack Seal, Annual Concrete Repair, Annual Asphalt Repair, Annual Requirement Contract for AC Pavement Reconstruction and the Annual Requirement Contract for AC Overlay. The City will provide RTC staff 3 weeks notice prior to start of construction. Construction costs may be paid directly to the contractor based on estimates prepared by the CITY.
5. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for maintenance.
6. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by December 30, 2007.
7. The City's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
8. It is understood and agreed that the purpose of this Inter-local Contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

Zv Kpl
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION

CITY OF LAS VEGAS

July 7, 2004
ATTEST:

By: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas L. Green 6/21/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

6.10.04
ATTEST

By: Bruce Woodbury
BRUCE WOODBURY, CHAIRMAN

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

EXHIBIT A

Arterial Restoration and Preservation Projects Fiscal Year 2005

City of Las Vegas Formula Funds

	Location / Limits	Project Type	Type Work								Estimated Cost	
											Repairs	Overlay
			A	B	C	D	E	F	G	H		
	Desert Inn Rd (N ½): Fort Apache to Durango	Thin overlay medium repairs							X			170,000
	Fort Apache: Desert Inn to Sahara	Thin overlay light repairs							X			338,000
	Sahara: Hualapai to Durango	Thin overlay light repairs							X			343,000
	Stewart: Maryland to Bruce	Thin overlay medium repairs							X			96,000
	Stewart: Bruce to Eastern	Thin overlay medium repairs							X			134,000
	Vegas Drive: Jones to Decatur	Heavy repairs & Overlay							X			260,000
	Durango: Charleston to Westcliff	Thin overlay light repairs	X	X	X	X	X		X		115,000	250,000
	Rancho: Sahara to Charleston	Thin overlay medium repairs	X	X	X	X	X		X		175,000	338,000
	Stewart: Eastern to Lamb (note 1)	Thin overlay light repairs	X	X	X	X	X		X		193,000	643,000
	Stewart: Lamb to Nellis	Thin overlay light repairs	X	X	X	X	X		X		60,000	340,000
	Vegas: Decatur to Rancho	Thin overlay light repairs	X	X	X	X	X		X		63,000	385,000
	Washington: Rancho to Martin King	Thin overlay medium repairs	X	X	X	X	X				178,000	
	Total City of Las Vegas Formula Funds:										784,000	3,297,000

A = Crack Seal;
B = Asphalt Patch;
C = Concrete Repairs;

D = ADA compliance;
E = Pavement / Base Replacement;

F = Inter-connect cable/conduit (as needed)

G = Thin Overlay.
H = Structural Overlay

Note: 1. Intersection at Lamb will include pavement replacement along Lamb

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract #475 - Martin L. King Boulevard/Palomino Lane to Carey Avenue between the City of Las Vegas and the Regional Transportation Commission (\$2,825,000 - Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$2,825,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

Interlocal Contract #475 will provide funding for improvements to Martin L. King Boulevard, Palomino Lane to Carey Avenue. These improvements will widen Martin L. King Boulevard from 4 lanes to 6 lanes. The basic improvements will result in roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing. The Regional Transportation Commission approved this contract at their June 10, 2004 board meeting. Total cost of this project shall not exceed \$2,825,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #475

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

INTERLOCAL CONTRACT

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS INTERLOCAL CONTRACT, made and entered into this 7 day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements to Martin L. King Boulevard, Palomino Lane (north end of Martin L. King/Industrial Connector) to Carey Avenue. These improvements will widen Martin L. King Boulevard from 4 lanes to 6 lanes. The basic improvements will result in roadway improvements, drainage improvements, traffic signals, median islands and/or median access according to adjacent land use, pavement markings and signing. Other basic improvements

such as curb and gutter, sidewalks and streetlights may be funded by the CITY with a Special Improvement District.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for right-of-way acquisition shall not exceed \$2,825,000.
2. "Authorization to Proceed" for right-of-way at a cost not to exceed \$2,825,000 at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and a supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

The title sheet of both the plans and specifications shall show the RTC as the funding agency.

1. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
2. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
3. Construction costs shall be paid directly to the contractor based on estimates prepared by the CITY.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
5. Upon completion of the construction of the Project it shall be maintained by the responsible entity and no funding is provided by this Interlocal Contract for such maintenance.
6. The project must be completed to the satisfaction of the RTC prior to June 10, 2007. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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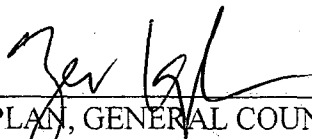
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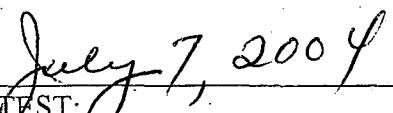
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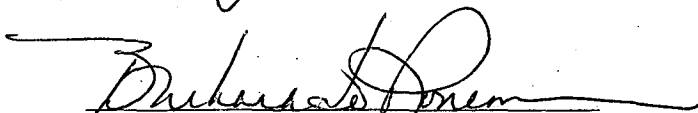
IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

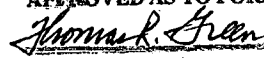

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

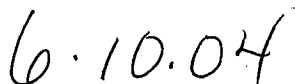
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:


Date 4/21/04

DATE OF COMMISSION ACTION:


ATTEST


TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

By: 
BRUCE L. WOODBURY, CHAIRMAN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Agreement #109362 with the Las Vegas Valley Water District for construction and funding of water facilities as part of the Durango Drive Improvement Project - Centennial Parkway to Tropical Parkway - Ward 6 (Mack)

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City of Las Vegas is currently designing roadway and flood control improvements on Durango Drive from Centennial Parkway to Tropical Parkway. This interlocal agreement will provide funding for the construction and contract administration of the water facilities associated with this project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement #109362

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**INTERLOCAL AGREEMENT
CONSTRUCTION AND FUNDING OF WATER FACILITIES
AS PART OF THE DURANGO DRIVE
IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this 7 day of July, 2004, 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 intends to construct the Durango Drive Improvement Project, Centennial Parkway to Tropical Parkway (hereinafter called "Project"); and

WHEREAS, the District desires the City to include water facilities (hereinafter called "water facilities") as part of the Project, as shown on Exhibit I attached hereto and incorporated herein as a part of this Agreement; and

WHEREAS, the District desires the City to construct and perform contract administration for the construction of the water facilities; and

WHEREAS, both the City and the District are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, THEREFORE, the parties agree to the following:

ARTICLE I

CITY AGREES:

1. To advertise the water facilities as an additive alternate bid item to the Project pursuant to the requirements of NRS Chapters 332 and 338 and, if approved by the District as required under Article II, paragraph 2, award the contract for the Project, including the water facilities, to the lowest responsive and responsible bidder in the base bid amount.

2. To construct the water facilities in accordance with design drawings approved by the District.
3. To provide contract administration for the construction of the water facilities.
4. To prepare and process, when appropriate and after communication with the District, construction change orders for the water facilities.
5. To provide an invoice to the District on a monthly basis for the water facilities based upon actual construction completed.

ARTICLE II

DISTRICT AGREES:

1. To provide to the City a Purchase Order number for the water facilities prior to bid opening, valid for an amount not to exceed the estimated additive alternate bid price, plus the contract administration fee identified in Article II, paragraph 5.
2. To provide a decision to the City whether to include the construction of the water facilities in the award of the Project within five (5) business days after the bid opening if the actual additive alternate bid amount is greater than the estimated additive alternate bid amount covered by the Purchase Order as identified in Article II, paragraph 1.
3. To pay the City for each properly submitted invoice against the Purchase Order within 30 calendar days of receipt thereof.
4. To fund at its sole cost and expense the actual cost of constructing the water facilities which will be based upon the actual in-place quantities and the contract unit bid prices.
5. To fund at its sole cost and expense the cost of contract administration fees for the water facilities at 10 percent of the actual water facilities construction cost.
6. To assist the City in obtaining any permits necessary for the construction of the water facilities.
7. To respond to all requests for clarification, shop drawings and change orders necessary for the construction of the water facilities within five working days of receipt thereof.
8. To pay the full cost of change orders initiated by the District or caused by errors or omissions in the water facilities design, including the contract administration fee identified in Article II, paragraph 5.

9. To inspect the construction of the water facilities and coordinate the results of the inspection with the City's representative.

ARTICLE III

IT IS MUTUALLY AGREED:

1. That this Agreement shall inure to the benefit of, and be binding upon, the City and the District. Nothing in this Agreement shall be construed to give any rights or benefits to any member of the general public or any other individual or entity. This agreement is intended to benefit only the parties hereto.

2. That this Agreement represents the entire understanding of the City and the District relative to the construction of the water facilities in conjunction with the Project.

3. That this Agreement shall remain in effect for a period commencing with the date of execution by both the City and the District and will terminate when construction of all improvements contemplated herein have been completed and the City has received the required reimbursement from the District in accordance with this Agreement for all costs related to the construction of the water facilities, or by written agreement between the City and the District.

4. That this Agreement may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.

5. That this Agreement, or parts hereof, shall be subject to amendment as may be proposed by the City or the District; provided, however, that all amendments to this Agreement must be in proper form and be properly executed by the City and the District.

6. That without waiving the limitations of NRS Chapter 41, 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. Without waiving the limitations of NRS Chapter 41, the District 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.

7. That the City and the District, their respective officers and employees shall be immune for any breach of this Agreement caused by the incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the City or the

District, their respective officers or employees; regardless of the cause of error (reference NRS 41.0321).

8. 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.

9. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement as of the date set forth above.

APPROVED AS TO FORM:

City Attorney
City of Las Vegas

ATTEST:

CITY OF LAS VEGAS

Barbara Jo Ronemus, City Clerk

Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DEPUTY CITY ATTY Date 6/8/04

Charles K. Hauser, General Counsel
Las Vegas Valley Water District

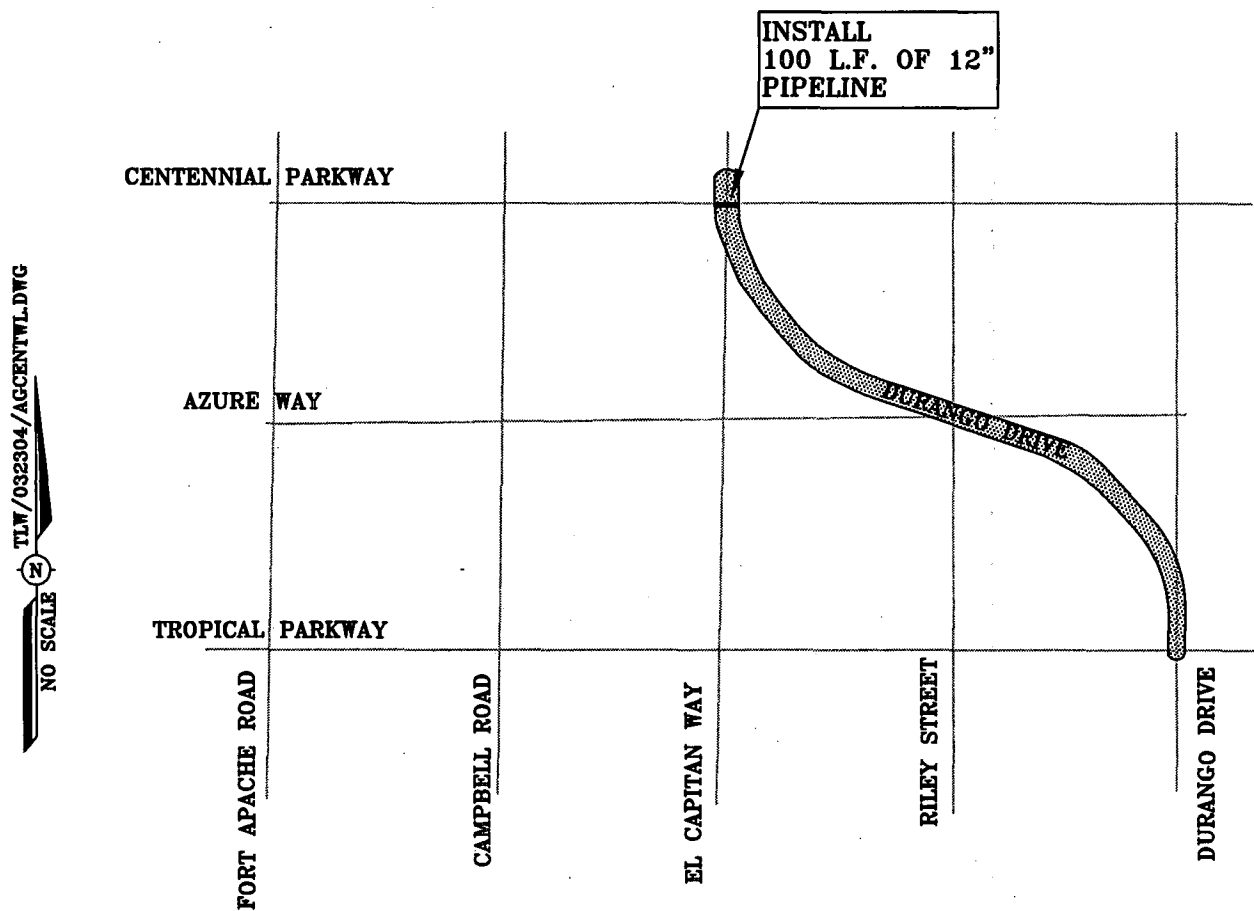
ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary

Myrna Williams, President
Board of Directors

**CITY OF LAS VEGAS
DURANGO DRIVE
IMPROVEMENT PROJECT,
CENTENNIAL PARKWAY TO TROPICAL PARKWAY
PROJECT NO. 27328**



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

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DISCUSSION

SUBJECT:

Approval of a Non-Refundable Contribution in Aid of Construction Agreement with Nevada Power Company for utility relocation work on the Holmby Channel Drainage Improvement Project located in Holmby Avenue between Monte Cristo Way and Rainbow Boulevard (\$13,431 - City of Las Vegas Nominal Drainage Fund/\$13,431 - Clark County Regional Flood Control District) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$26,862

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CLV Nominal Drainage Fund/Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

The City is required to pay Nevada Power Company a non-refundable tax on the estimated cost of the labor and material that the utility will expend to relocate their existing facilities in order to accommodate the construction of the Holmby Channel Drainage Improvements in Holmby Avenue between Monte Cristo Way and Rainbow Boulevard. Payment of the tax is mandated by Section 118 the Internal Revenue Code as amended by the Tax Reform Act of 1986.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Non-Refundable Contribution in Aid of Construction Agreement

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

This Agreement, made and entered between NEVADA POWER COMPANY, a Nevada corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

B. Applicant owns or controls and has "Service," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows: MONTE CRISTO WAY TO RAINBOW BLVD.

C. the Applicant has requested service which requires an advance payment in the amount of \$26,862.00 to the Utility in the form of a contribution in aid of construction. The required advance is a non-refundable amount toward the actual costs of the Utility to provide service. A "Project Cost Work Sheet" is included, a copy of which is attached hereto as "Exhibit B", and is made a part hereof. The service to be rendered upon the Utility facilities is shown on the design attached hereto as "Exhibit A" and made a part hereof.

D. This Agreement shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility, a copy of which will be mailed to Applicant at Applicant's address.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A

Project No: 0000173440

Date Prepared: 04/28/2004

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

1.6 True up: The accounting process of comparing actual design, inspection and construction cost to serve against the estimated cost originated in the design process.

- a) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- b) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- c) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.7 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.8 Service Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.9 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

1.10 Project Agreements(s): additional written agreement(s) the Parties may enter into governing specific details of the Adjustments.

2. Description and Design of Project

2.1 Utility's Conceptual Engineering Design for the Project is provided in **Exhibit "A"** hereto. **Exhibit "A"** may be amended from time to time by the utility to reflect changes as required.

3. Project Cost, Cash Advance and True-Ups

3.1 **Exhibit "B"** hereto provides the Costs components of the Project, payable by Applicant under this Agreement. All estimated advances (exceeding \$20,000) are subject to an accounting adjustment, upon written request by the Applicant, to the Utility for a cash advance true up, per Rule 9 section A -7.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A
Project No: 0000173440
Date Prepared: 04/28/2004

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in Exhibit "B".

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities:

- a) Resulting from or arising out of;
 - i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
 - ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- b) That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under Exhibit "A", then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Rule 9. Section A-25.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Rule 9 Section A -10.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A
Project No: 0000173440
Date Prepared: 04/28/2004

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

- a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- b) An act or omission is not deemed to be beyond a Party's control if it is:
 - i. Related to any payment obligation,
 - ii. Caused by normal wear and tear, or
 - iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.
- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A
Project No: 0000173440
Date Prepared: 04/28/2004

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated.

13.2 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A

Project No: 0000173440

Date Prepared: 04/28/2004

- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.

NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT

Contract: CIAC0000173440A

Project No: 0000173440

Date Prepared: 04/28/2004

UTILITY

Applicant

Address 6226 W. Sahara Ave.
Las Vegas, NV 89146

Mailing Address NORTH DISTRICT OFFICE
2215 E. LONE MOUNTAIN RD
LAS VEGAS, NV 89031

MS: 94B

Tax ID #

Project Coordinator JOHN DRAPER

Telephone 702/657-4442

Cellular Telephone

FAX

Email Address JD12912

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

By: Adelma Thum for Mark Herdt

Name: MARK HERDT

Title: Team Leader, New Business LVN

Date: 7-22-04

Attest:

By: Barbara Jo Ronemus

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

By: Oscar B. GoodmanName: OSCAR B. GOODMANRepresenting: CITY OF LAS VEGASTitle: MAYORDate: July 7, 2004

APPROVED AS TO FORM:

Robert S. Zivian 6-24-04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with Kleinfelder Inc. for Materials Testing and Inspection Services on the Anasazi Overpass at Summerlin Parkway Project (\$270,000 - Regional Transportation Commission) - Ward 2 (Vacant)

Fiscal Impact

☐

No Impact

Amount: \$270,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The project is for the construction of the Anasazi Drive Interchange at Summerlin Parkway, mainline grading, asphalt paving, bridge structure at Anasazi Drive, plantmix bituminous surface on ramps and on Anasazi Drive, drainage facilities and ancillary features.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 3-35, 37-64, 66-69, and 71-73 – **UNANIMOUS** with **MACK** abstaining on Item 52 because Mack Consulting has become involved in negotiations with Viacom for advertising space, thus creating a conflict for him, and **MONCRIEF** excused

Items 36 & 70: APPROVED under separate actions (see individual items)

Item 65: ABEYANCE to 7/21/2004 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:50 – 9:52)

1-958

**PROFESSIONAL SERVICES AGREEMENT
FOR MATERIALS TESTING and INSPECTION**

THIS AGREEMENT is made and entered into this 7 day of July, 2004,
by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada
(herein the "City"), and Kleinfelder Inc., (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Anasazi Overpass at Summerlin Parkway
(herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

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

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

1.03 Document Review. The Engineer shall be responsible for reviewing each
document prepared by the Consultant and its subconsultants including, without limitation, all
tasks as described in Exhibit "A" and Exhibit "B" 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, engineering or other 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 Nigel Miller P.E., 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. The City's Representative will endeavor to examine and comment in writing on any documents including, without limitation, monthly reports, correspondence sent, and construction inspection and material testing reports.

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. The Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Two Hundred Seventy Thousand dollars (\$270,000.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant based upon the hourly fee and unit test rates set forth in Exhibit "D" which compensation shall be paid pursuant to monthly invoices. The amount of the aforementioned costs to be paid to the Consultant shall be based upon the actual number of man-hours expended, and the actual tests conducted, by the Consultant and/or subconsultant. The estimated number of man-hours and number of tests per month are to be set forth in Exhibits "C" for all Project Task Orders executed.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Twenty Six Thousand Six Hundred Thirty One dollars(\$26,631.00) without the prior written approval of the City.

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

7.05 Retention. The City will not hold retention on Professional Service Agreements.

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, project delays as a result of the consultant actions, failure to perform a task in Exhibit "A", damages as a result of the consultant's employees. 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 damages and cost 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 Completion of Project 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 Completion for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services.

7.08 Final Payment. Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final

payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE STANDARDS

8.01 *Performance Standards.* The parties hereto have agreed to a industry Performance Standards for materials testing and inspection, which is set forth in Exhibit "A" attached hereto. The Performance Standards identifies all the tasks the consultant are required to performed.

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 therefore 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 documents, schedules, plans, drawings, specifications and other records (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 documents, schedules, plans, drawings, specifications and other records related to this Agreement not in its possession. The above items may be utilized by the City for its own use for which they were prepared, and for use on other projects.

10.05 Insurance.

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

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

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

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

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

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

D. *Period of Coverage.* If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

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

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

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

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

requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

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

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

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

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

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

Kleinfelder, Inc.
6380 South Polaris
Las Vegas, Nevada 89118

Fax: (702) 361-9094

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 27, 2003.

...
...
...

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

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

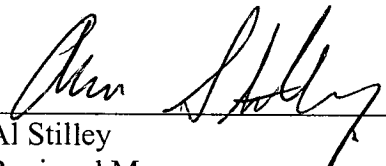
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sloan 6-1-04
Deputy City Attorney Date

By: 
Al Stilley
Its: Regional Manager

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A PROPOSED SCOPE OF WORK

Our scope of services for the Anasazi Overpass Project will include the following:

Inspector

Full-time inspector to observe and perform required tests of the contractor's works for compliance to the project plans and specification. Our inspector will report directly to the construction manager or his assigned representative. It is our understanding that full time inspection is anticipated for nine (9) months. Our representative will report to the project each day. Travel time will not be charged.

Sample Runner

Obtain samples and deliver to our laboratory for testing on an "on-call" basis.

Laboratory Testing

Testing by our AASHTO accredited laboratory will include the following testing procedures:

Description of Service

R-Value
Sieve Analysis
Plasticity Index
Solubility
Harvard Miniature or Proctor
pH Test
Resistivity
Soluble Sulfate
LA Abrasion
Sand Equivalent
Fractured Faces
Moisture Content
Specific Gravity
Rebar Tensile/Elongation
Concrete Cylinders
Cleanness Value
Clay Lumps
Soundness
Flat and Elongated Pieces
Organic Impurities
Lightweight Pieces
Ignition Oven Calibration

EXHIBIT A PROPOSED SCOPE OF WORK

Description of Service (Cont.)

Oil Content by Ignition or Extraction
Rice Theoretical Maximum Specific Gravity
Marshall or Hveem
Retained Tensile Strength
Core Unit Weight

If additional testing is necessary it will be charged at the rates shown in Exhibit B.

On-site Visits and Meetings

Monthly site visits for consultation with on-site personnel and review of Kleinfelder's project documentation during construction. Attend meetings to provide technical expertise and assist resolving any issues that may arise.

Monthly and Final Reports

Monthly and final summary presentation of the results of our field and laboratory tests and observations performed during project construction, which will include:

- Report preparation by Project Manager;
- Word processing by Administrative Staff;
- Review of report by Materials Department Manager; and
- Reproduction and distribution of the summary report.

EXHIBIT B

Estimated Quantities of Tests

Test	Quantity	Unit	Unit Rate	Subtotal
R-Value	7	ea.	\$260.00	\$1,820.00
Sieve Analysis	110	ea.	\$125.00	\$13,750.00
Plasticity Index	74	ea.	\$130.00	\$9,620.00
Solubility	5	ea.	\$89.00	\$445.00
Harvard Miniature or Proctor	11	ea.	\$200.00	\$2,200.00
pH Test	4	ea.	\$55.00	\$220.00
Resistivity	4	ea.	\$126.00	\$504.00
Soluble Sulfate	2	ea.	\$79.00	\$158.00
LA Abrasion	14	ea.	\$168.00	\$2,352.00
Sand Equivalent	39	ea.	\$106.00	\$4,134.00
Fractured Faces	48	ea.	\$94.00	\$4,512.00
Moisture Content	94	ea.	\$27.00	\$2,538.00
Specific Gravity	12	ea.	\$94.00	\$1,128.00
Rebar Tensile/Elongation	20	ea.	\$260.00	\$5,200.00
PT Tendon Tensile/Elongation	12	ea.	\$260.00	\$3,120.00
Concrete Cylinders	200	ea.	\$22.00	\$4,400.00
Cleanness Value	10	ea.	\$195.00	\$1,950.00
Clay Lumps	3	ea.	\$90.00	\$270.00
Soundness	3	ea.	\$170.00	\$510.00
Flat and Elongated Pieces	2	ea.	\$145.00	\$290.00
Organic Impurities	1	ea.	\$79.00	\$79.00
Lightweight Pieces	1	ea.	\$129.00	\$129.00
Ignition Oven Calibration	1	ea.	\$480.00	\$480.00
Oil Content by Ignition or Extraction	16	ea.	\$250.00	\$4,000.00
Rice Theo. Max. Specific Gravity	16	ea.	\$95.00	\$1,520.00
Marshall or Hveem	14	ea.	\$325.00	\$4,550.00
Retained Tensile Strength	5	ea.	\$560.00	\$2,800.00
Core Unit Weight	70	ea.	\$39.00	\$2,730.00

Estimated Total of Laboratory Testing = \$75,409.00

The CONSULTANT shall provide continued services as necessary for contractor overtime, weekend work, laboratory retesting, or any unforeseen tests requested in writing by the CITY.

EXHIBIT C

MANPOWER BREAKDOWN

Person	Duties	Hourly Rate	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Total
Nigel Miller	Project Manager	\$ 125.00	20	20	20	20	20	20	20	20	20	180
Roy Mulinix	Inspection	\$ 85.00	160	160	200	160	160	200	160	160	200	1,560
	Sample Runner	\$ 61.00	10	20	20	20	20	20	20	20	10	160
	Administration	\$ 50.00	10	6	6	6	6	6	6	6	10	62
	Total Hours		200	206	246	206	206	246	206	206	240	1962

EXHIBIT D **MANPOWER ESTIMATE**

Person	Duties	Hourly Rate	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Total
Nigel Miller	Project Manager	\$ 125.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 22,500.00
Roy Mulinix	Inspection	\$ 85.00	\$ 13,600.00	\$ 13,600.00	\$ 17,000.00	\$ 13,600.00	\$ 13,600.00	\$ 17,000.00	\$ 13,600.00	\$ 13,600.00	\$ 17,000.00	\$ 132,600.00
	Sample Runner	\$ 61.00	\$ 610.00	\$ 1,220.00	\$ 1,220.00	\$ 1,220.00	\$ 1,220.00	\$ 1,220.00	\$ 1,220.00	\$ 1,220.00	\$ 610.00	\$ 9,760.00
	Administration	\$ 50.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 3,100.00
	Total Monthly Labor Cost		\$ 17,210.00	\$ 17,620.00	\$ 21,020.00	\$ 17,620.00	\$ 17,620.00	\$ 21,020.00	\$ 17,620.00	\$ 17,620.00	\$ 20,610.00	\$ 167,960.00
	Materials Testing		\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,409.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 75,409.00
	Total Monthly Cost		\$ 19,210.00	\$ 27,620.00	\$ 31,020.00	\$ 28,620.00	\$ 28,620.00	\$ 31,429.00	\$ 27,620.00	\$ 27,620.00	\$ 21,610.00	\$ 243,369.00

EXHIBIT E

INVOICE FORMAT

REMIT TO:

KLEINFELDER, INC.
P. O. Box 51958
Los Angeles, CA 90051-6258

City of Las Vegas
Attn: John O'Connell
400 Stewart Ave
Las Vegas, NV 89101

Invoice Date:
Invoice No:
Client No:
Contract No:
Project No:

Project No xxxxx

Project Name:

Total Amount Due This Invoice:

\$XXX.XX

Materials Testing and Inspection Services - From (x/x/xx to x/x/xx)

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager	XXX	XXX	XXX
Inspector	XXX	XXX	XXX
Administrative	XXX	XXX	XXX
Runner	XXX	XXX	XXX
		Subtotal	XXX.XX

Lab Tests

	<u>Qty.</u>		
Sieve Analysisi	XXX	XXX	XXX
Proctor	XXX	XXX	XXX
Moisture Content			
		Subtotal	XXX.XX

Total Amount Due this Invoice

XXX.XX

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	KLEINFELDER, INC.
Address	6380 SOUTH POLARIS AVENUE LAS VEGAS, NV 89118-3821
Telephone	702-736-2936
EIN or DUNS	046007506

Block 2	Description
Subject Matter of Contract/Agreement:	MATERIALS TESTING & INSPECTION FOR ANASAZI OVERPASS AT SUMMERLIN PARKWAY
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.	GERALD J. SALONTAI PRESIDENT/CEO	5015 SHOREHAM PL. SAN DIEGO, CA 92122	858-320-2000
2.	RAYMOND COSTA SR. CLIENT MANAGER	3077 FITE CIRCLE SACRAMENTO, CA 95827	916-366-1701
3.	RONALD T. HEINZEN REGIONAL MANAGER	2825 E. MYRTLE ST. STOCKTON, CA 95205	209-948-1345
4.	RUSSELL O. CAREY CHIEF ADMIN. OFFICER	3077 FITE CIRCLE SACRAMENTO, CA 95827	916-366-1701
5.	JERRY R. WEATHERS REGIONAL MANAGER	3601 MANOR ROAD AUSTIN, TX 78723	512-926-6650
6.	DENNIS A. QUASHNICK SR. PROFESSIONAL	2825 E. MYRTLE ST. STOCKTON, CA 95205	209-948-1345
7.	LARRY M. PETERSON SR. VICE PRESIDENT	10221 W. EMERALD, #180 BOISE, ID 83704	208-376-9700
8.	RICHARD E. TOY GROUP MANAGER	2825 E. MYRTLE ST. STOCKTON, CA 95205	209-948-1345
9.	RICK E. LARSON SR. PROFESSIONAL	5015 SHOREHAM PLACE SAN DIEGO, CA 92122	858-320-2000
10.	JAMES L. WEATHERS PRINCIPAL	3601 MANOR ROAD AUSTIN, TX 78723	512-926-6650

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: ONE

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.

Nigel Muller
Name

4/30/04
Date

Subscribed and sworn to before me this 30th day of

April, 2004.

Francisca Morales
Notary Public

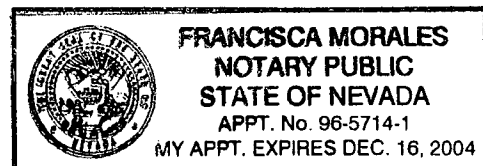


**EXHIBIT G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS (continued)**

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
GALE L. PADDOCK Regional Manager	2240 Northpoint Parkway Santa Rosa, CA 95407	707-571-1883
WILLIAM C. SIEGEL Sr. Vice President	4815 List Drive, #115 Colorado Springs, CO 80919	719-632-3593
THOMAS C. RIES Area Manager	780 Chadbourne Road, "D" Fairfield, CA 94534	707-429-4070
STEPHEN S. BOLL Division Manager	3077 Fite Circle Sacramento, CA 95827	916-366-1701
RUSSELL E. ERBES TRC Member	10044 Granite Hill Drive Parker, CO 80134	303-840-4571