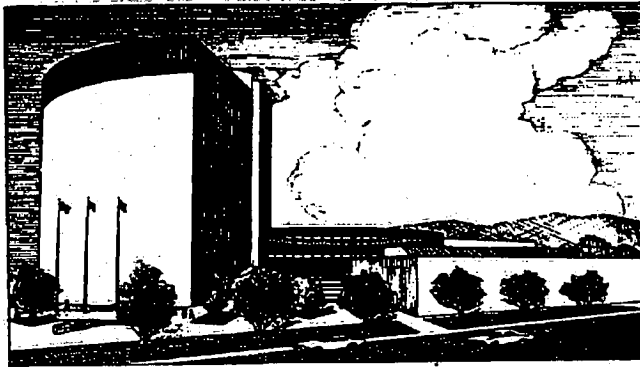




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

AUGUST 18, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM
(Excused from PM session at 4:45 PM)

COUNCILMAN LARRY BROWN

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILWOMAN JANET MONCRIEF

COUNCILMAN STEVE WOLFSON

PRESENT	ABSENT	EXCUSED

☒	☐	☐

☒	☐	☐

☒	☐	☐

☒	☐	☐

☒	☐	☐

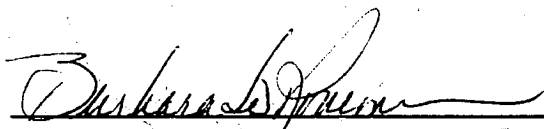
☒	☐	☐

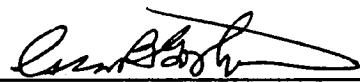
☒	☐	☐

☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐

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

APPROVED BY REFERENCE: November 3, 2004
ATTEST:


CITY CLERK


MAYOR

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 12th day of August, 2004, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: City of Las Vegas, City Council Meeting to be held on the 18th day of August, 2004, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

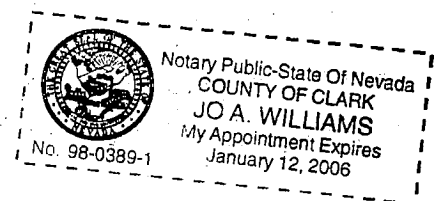
Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12th day of AUGUST, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **August, 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 **18th day of August, 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

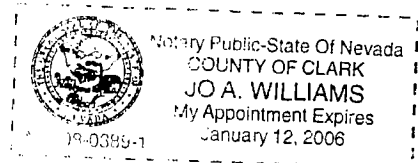
DEPARTMENT

Subscribed and sworn to before me this

12th day of AUGUST, 2004

[Signature]

NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

AUGUST 18, 2004
TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 1

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

AFTERNOON

Afternoon Session	Pg 8
Hearings	Pg 8
Planning & Development	Pg 9 – 16
Addendum <i>(Item heard by Department)</i>	Pg 16
Citizens Participation	Pg 16



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), LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6),

JANET MONCRIEF (Ward 1) and STEVE WOLFSON (Ward 2)

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.

AUGUST 18, 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 PERRY CORDILL, UNIFICATION CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE SENIOR CITIZEN OF THE QUARTER
- RECOGNITION OF PUBLIC SAFETY VEGAS FLYERS YOUTH TRACK CLUB

BUSINESS ITEMS

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

CONSENT AGENDA

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

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

2. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
3. Approval to appropriate funding for the expansion of the Building and Safety West Service Center facility (\$1,000,000) from the Development Services Enterprise Fund (EF) to the City Facilities Capital Projects Fund (CPF) - Ward 4 (Brown)
4. Approval of a report by the City Treasurer of the July 27, 2004 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 404, 707 and 808 (Summerlin area) - Wards 2 and 4 (Wolfson and Brown)
5. Approval to modify the Parks in Progress listing to add and authorize \$100,000 from the Parks and Leisure Activities Capital Projects Fund (CPF) balance for an Estelle Neal Park Water Feature project - Ward 6 (Mack)
6. Approval to provide \$35,000 additional funding from the Parks and Leisure Activities Capital Projects Fund (CPF) balance for the Natural History Museum project - Ward 5 (Weekly)
7. Approval to provide additional funding to the Doolittle Recreation Center project in an amount not to exceed \$300,000 from the Parks and Leisure Activities Capital Projects Fund (CPF) balance and increase the related contract 01.15301.18-LED by an amount not-to-exceed \$310,000 - Ward 5 (Weekly)
8. Approval of a Special Event License for Sean Lucero, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: September 11, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Claudia Rodriguez - Ward 3 (Reese)
9. Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140 (Non-operational), Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife, To: Gourmet Systems of Nevada, Inc., dba Applebee's Neighborhood Grill & Bar, 4605 West Charleston Boulevard, Carin L. Stutz, Dir, Pres, Robert T. Steinkamp, Dir, Secy, Treas - Ward 1 (Moncrief)
10. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Delian Lamela, dba Guatemala Restaurant, Delian A. Lamela and Osmel R. Lamela, 100% jointly as husband and wife, To: Pedro Ramirez, dba Mariscos El Mariachi, 552 North Eastern Avenue, Suite A, Pedro M. Ramirez, 100% - Ward 3 (Reese)
11. Approval of Change of Business Name for a Tavern License, Sun City Summerlin Community Association, Inc., dba From: Sun City Summerlin Golf Course Grille, To: Palm Valley Golf Course/Vista Grill, 9201 Del Webb Boulevard, Frederick W. Schaefer, Dir - Ward 4 (Brown)
12. Approval of a new Hypnotist License, Laura Birnbaum, dba Laura Birnbaum, 4750 West Sahara Avenue #34, Laura Birnbaum, 100% - Ward 1 (Moncrief)
13. Approval of a new Class III-A Secondhand Dealer License, Edward L. Taguba, dba Jewelry Express of Las Vegas, 3071 North Rainbow Boulevard, Suite 100, Edward L. Taguba, 100% - Ward 6 (Mack)
14. Preapproval of award of Bid No. 040333-KF for a Bomb Squad Emergency Services Vehicle - Department of Fire and Rescue (not to exceed \$199,227 - Multi-Purpose Special Revenue Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

15. Approval of award of Bid No. 040395-KF, Adtran Microwave Antenna System - Department of Fire and Rescue - Award recommended to: DAY WIRELESS SYSTEMS (\$130,750.02 - Multi-Purpose Special Revenue Fund)
16. Approval of award of Bid No. 040391-GL, Annual Requirements Contract for Bus Transportation - Department of Leisure Services - Award recommended to: COACH USA (Estimated annual amount of \$120,000 - General Fund)
17. Approval of award of Bid No. 040378-TB, Perennial Rye Grass Seed - Department of Field Operations - Award recommended to: SIMPLOT PARTNERS (\$77,550 - General Fund)
18. Approval of revision to purchase order 212515 for Uniform Services - Various Departments - Award to: UNIFIRST CORPORATION (\$50,000 - Various Funds)
19. Approval of award of Contract No. 040352-CW for Audio/Visual Design and Install - Department of Fire and Rescue - Award recommended to: SYSTEM SERVICES, INC. (\$43,800 - Computer Services Internal Service Fund) - Ward 5 (Weekly)
20. Approval of award of Bid No. 040247-TG, Annual Requirements Contract for Traffic Cones - Departments of Public Works and Field Operations - Award recommended to: FLORIDA TRANSCOR (Estimated annual amount of \$40,000 - General Fund)
21. Approval of award of Bid No. 05.1730.08-CW, Elkhorn Road Grade Separation Over US 95 Billboard Removals and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: YOUNG ELECTRIC SIGN COMPANY (\$38,768 - Road and Flood Capital Projects Fund) - Ward 6 (Mack)
22. Approval of issuance of a purchase order for three years of support and maintenance for Kofax Software - Department of Information Technologies - Award recommended to: WESTERN OFFICE SYSTEMS (Estimated amount of \$30,536 - Computer Services Internal Service Fund)
23. Approval of award of Agreement No. 050016, Design for a Secure Network for Interoperable Mobile Wireless Environments - Department of Fire and Rescue - Award Recommended to: BOARD OF REGENTS, UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (\$30,000 - Multi-Purpose Special Revenue Fund)
24. Approval of award of Bid No. 04.15341.04-CW, Fire Station 8, 805 N. Mojave Road, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Fire and Rescue - Award recommended to: RAFAEL CONSTRUCTION, INC. (\$3,735,000 - Fire Services Capital Projects Fund) - Ward 3 (Reese)
25. Approval of award of Service and Equipment Agreement (including indemnification provision) for Fire Station 5, 1020 Hinson Street - Department of Fire and Rescue - Award recommended to: SPRINT (\$8,155.18 - General Fund) - Ward 1 (Moncrief)

FIRE AND RESCUE DEPARTMENT - CONSENT

26. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Boulder City Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards
27. Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Metropolitan Police Department for the transfer of U.S. Department of Homeland Security grant funds to support the Metro Volunteer Program - All Wards
28. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Spring Valley Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards
29. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Valley Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

30. Approval of payment for a permanent partial disability award - Claim #WC03120309 - as required under the workers' compensation statutes (\$73,345 - Workers' Compensation Internal Service Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

31. Approval of Second Supplemental Interlocal Contract #401b - Durango Drive, Westcliff Drive to Vegas Drive between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding (\$3,178,400 - Regional Transportation Commission) - Ward 2 (Wolfson)
32. Approval of a Supplemental No. 6 Interlocal Contract for Traffic Capacity and Safety Improvements - Fifth Program Year between the City of Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$94,943.50 - Regional Transportation Commission) - All Wards
33. Approval of Third Supplemental Interlocal Contract #388c - Alexander/Hualapai, Cheyenne Avenue to Cimarron Road between the City of Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding (\$236,000 - Regional Transportation Commission) - County and Ward 6 (Mack)
34. Approval of Interlocal Contract #479 - Entity Non-Project Specific Expenses between the City of Las Vegas and the Regional Transportation Commission (RTC) to allow for the reimbursement of expenses related to work on RTC issues (\$100,000 - Regional Transportation Commission) - All Wards
35. Approval of First Supplemental Interlocal Contract LAS.10.W.04 - Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase total project funding (\$517,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
36. Approval of Third Supplemental Interlocal Contract LAS.16.D.01 Ann Road, Allen Lane to Rancho Drive between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)
37. Approval of Fourth Supplemental Interlocal Contract LAS.16.A.98 - Ann Road Channel West - Allen Lane to Rancho Drive between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)
38. Approval of Interlocal Contract LAS.16.E.04 - Rancho Detention Basin Phase II between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design associated with the Rancho Detention Basin Phase II (\$52,364 - Clark County Regional Flood Control District) - Ward 6 (Mack)
39. Approval of Interlocal Contract LAS.16.F.04 - Rancho Road System (El Campo Grande Storm Drain) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design associated with the Rancho Road System (El Campo Grande Storm Drain) (\$175,800 - Clark County Regional Flood Control District) - Ward 6 (Mack)
40. Approval of Second 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 (CCRFCD) to extend the award of bid date - Wards 1 and 2 (Moncrief and Wolfson)
41. Approval of an Encroachment Request from Cherrng Family Trust, owner (northeast corner of Lamb Boulevard and Bonanza Road) - Ward 3 (Reese)
42. Approval of an Encroachment Request from Astoria Northwest 40, LLC, owner (northeast corner of Farm Road and Fort Apache Road) - Ward 6 (Mack)
43. Approval of an Encroachment Request from Taney Engineering, Incorporated, on behalf of Bright Angel Church of Christ, owner (northeast corner of Bright Angel Way and Riley Street) - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

44. Approval of an Encroachment Request from Rob Gurdison on behalf of Stephen M. Wold and Brian K. Iriye, owners (Pinto Lane between Tonopah Drive and Rose Street) - Ward 1 (Moncrief)
45. Approval of a First Amendment to Professional Services Agreement with G.C. Wallace, Inc., for the design of Durango Drive from Westcliff to Vegas Drive (\$89,200 - Regional Transportation Commission) - Ward 2 (Wolfson)
46. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company for Traffic Improvement Package #5 (Alta Drive and Rampart Boulevard) (\$72,955 - Regional Transportation Commission) - Ward 2 (Wolfson)
47. Approval of an Engineering Design Services Agreement for On Call Services with Berryman & Henigar, Inc., for Clark County Regional Flood Control District (CCRFCD) Annual Maintenance (\$500,000 - Clark County Regional Flood Control District) - All Wards
48. Approval of an Engineering Design Services Agreement with Kimley-Horn and Associates, Inc., for the Bonanza Trail Improvements (\$778,056 - Parks and Leisure Capital Project Fund) - Wards 1, 2 and 5 (Moncrief, Wolfson and Weekly)
49. Approval of funding for relocation of existing Sprint - Central Telephone facilities located adjacent to the Water Pollution Control Facility at 6005 East Vegas Valley Drive (\$30,000 - Sanitation Fund) - County
50. Approval of the installation of speed humps on Van Buren Avenue between Lamb Boulevard and Marion Drive (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)
51. Approval of the installation of speed humps on Azure Drive between Torrey Pines Drive and Jones Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 6 (Mack)
52. Approval of a General Release and Settlement Agreement, whereby City shall receive \$63,500 from Zurich North American Insurance Co., in exchange for releasing Off Site Improvement Bond NB1552 with Contractors Bonding and Insurance Company for a project called Corte Madera located at the northeast corner of Holly Avenue and Simmons Street - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

53. R-141-2004 - Approval of a Resolution directing the City Treasurer to prepare the Third Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Way/Azure Drive (Levy Assessments) - Ward 6 (Mack)
54. R-142-2004 - Approval of a Resolution approving the Third Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Way/Azure Drive (Levy Assessments) - Ward 6 (Mack)
55. R-143-2004 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

56. Approval of a request to use 18% Set Aside Funds to repay \$200,000 of Home Investment Partnerships (HOME) Program funding used to purchase property located at Lake Mead Boulevard and Gregory Street to facilitate the construction of affordable housing units (\$200,000 - 18% Set Aside Funds) - Ward 5 (Weekly)
57. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances to service The Animal Foundation located near Harris Avenue and Mojave Avenue, APN 139-25-405-008 - Ward 3 (Reese)

REAL ESTATE COMMITTEE – CONSENT

58. Approval of a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc., for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - Parks Capital Improvement Projects) - Ward 5 (Weekly)
59. Approval of entering into negotiations with Omega Development, LLC, for the sale of approximately 2.81 acres of City owned land located in the vicinity of Hualapai Way and Gilmore Avenue, APN 138-07-103-006 - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE SERVICES - DISCUSSION

60. Report and possible action on the Nevada League of Cities and Municipalities 2005 Proposed Legislative Package and Legislative Compact
61. ABEYANCE ITEM - Report and possible action on the legislative package that will be submitted to the Legislative Counsel Bureau on behalf of the City

BUSINESS DEVELOPMENT - DISCUSSION

62. Discussion and possible action regarding the adoption of a City of Las Vegas Business Retention Program, aka "The New Business Opportunities Program" for the attraction and retention of diverse businesses in addition to gaming - All Wards

CITY ATTORNEY - DISCUSSION

63. Discussion and possible action on Appeal of Work Card Denial: Barbara Venee Snyder, 1799 N. Decatur Boulevard #151, Las Vegas, Nevada 89108
64. Discussion and possible action on Appeal of Work Card Denial: John Terence Sylvain, 133 Sam Jonas Drive, Las Vegas, Nevada 89145
65. Discussion and possible action on Appeal of Work Card Denial: Tara Denise Kandemir, 207 East Hazel Street, Inglewood, California 90302

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

66. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Russell Uehara and Deborah Uehara, 100% jointly as husband and wife, To: Meen Soung Kim, dba Nozomi Restaurant & Sushi Bar, 2202 West Charleston Boulevard, Suite 11, Meen S. Kim, 100% - Ward 5 (Weekly)
67. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Richard A. Billbe, dba White Tiger Red Dragon Kenpo Karate, 4531 West Sahara Avenue, Richard A. Billbe, 100% - Ward 1 (Moncrief)
68. Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Terrible Herbst, Inc., dba Terrible's #231, 330 North Rancho Drive, Jerry E. Herbst, Dir, Pres, 100%, Maryanna A. Herbst, Secy, Treas, Edward J. Herbst, VP, Timothy P. Herbst, VP, Troy D. Herbst, VP, Michael J. Roop, VP (NOTE: Item to be heard in the afternoon session in conjunction with Item #111 – SUP-4576) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

69. Discussion and possible action regarding a Slot Operator Space Lease Location Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, E-T-T, Inc., dba at Terrible's #231, 330 North Rancho Drive (NOTE: Item to be heard in the afternoon session in conjunction with Item #111 – SUP-4576) - Ward 3 (Reese)
70. ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership and Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: H & H Discount Liquor dba H & H Discount Liquor, Falah E. Hamika, Ptnr, 50%, Maher Alsafar, Ptnr, 50%, To: S & S, Inc., dba H & H Discount Liquors, 1916 North Decatur Boulevard, Najah A. Sitto, Dir, Pres, Treas, 50%, Nabil H. Somo, Dir, Secy, 50% - Ward 5 (Weekly)
71. Discussion and possible action regarding an Appeal of Denial for a Child Care Facility License, Sheila Logan, dba Love All Kidz Daycare, 6309 Guadalupe Avenue, Sheila Logan 100% - Ward 6 (Mack)

BOARDS & COMMISSIONS - DISCUSSION

72. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE – Michael W. Kern, Term Expiration 8-16-2004
73. AUDIT OVERSIGHT COMMITTEE – Paul Workman, Term Expiration 9-4-2004; Jose Troncoso, Term Expiration 9-18-2004
74. Discussion and possible action to appoint an alternate member of Council to serve on the Real Estate Committee

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

75. Bill No. 2004-51 – Annexation No. ANX-4437 – Property location: On the north side of Farm Road, 330 feet west of Grand Canyon Drive; Petitioned by: Lermusiaux Family Trust; Acreage: 5.14 acres; Zoned: R-E (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack
76. Bill No. 2004-56 - Ordinance Creating Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) Sponsored by: Step Requirement
77. Bill No. 2004-58 – Repeals Ordinance No. 5630, pertaining to the creation of Special Improvement District No. 1502 – Grand Montecito Parkway (Centennial Parkway to Elkhorn Road). Proposed by: Bradford R. Jerbic, City Attorney

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.

78. Bill No. 2004-52 – Revises the licensing and zoning standards applicable to hotel lounge bars. Proposed by: Robert S. Genzer, Director of Planning and Development
79. Bill No. 2004-53 – Updates the Town Center Development Standards Manual regarding the means of allowing certain finance-related uses. Proposed by: Robert S. Genzer, Director of Planning and Development
80. Bill No. 2004-54 – Allows private horse corrals or stables in the R-D Zoning District under certain circumstances. Sponsored by: Councilman Michael Mack
81. Bill No. 2004-55 – Revises the Municipal Code provisions that govern City employees in seeking and holding political office. Sponsored by: Mayor Oscar B. Goodman

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

82. Bill No. 2004-57 - Levies Assessment for Special Improvement District No. 1499 – Alexander Road (US-95 - Rancho Drive). 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.

83. Bill No. 2004-59 – Annexation No. ANX-4440 – Property location: On the north side of Regena Avenue, 170 feet east of Riley Street; Petitioned by: Mona Agamez; Acreage: 0.62 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
84. Bill No. 2004-60 – Ordinance Creating Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights. Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

85. 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

86. Hearing to consider the appeal filed by Custom Communications Network regarding the removal of the outdoor pay telephone at 1710 East Charleston Boulevard. PROPERTY OWNER: CUSTOM COMMUNICATIONS NETWORK - Ward 3 (Reese)
87. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 221 W. Van Buren Avenue. PROPERTY OWNER: JOANNA SMITH - Ward 5 (Weekly)
88. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 105 N Yale Street. PROPERTY OWNER: RONALD J. BATES - Ward 1 (Moncrief)
89. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 224 W Philadelphia Avenue. PROPERTY OWNER: MARY H. MCKINNEY LIVING TRUST 1989 - Ward 1 (Moncrief)
90. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 208 N 20th Street. PROPERTY OWNER: JULIO TOBAR - Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

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

91. EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - EOT-4778 - APPLICANT: CANTWELL ANDERSON, INC. - OWNER: CLOUDBREAK LAS VEGAS, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Site Development Plan Review [Z-0076-83(2)] FOR A SINGLE ROOM OCCUPANCY RESIDENCE on 1.58 acres at 525 East Bonanza Road (APN 139-27-805-003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
92. EXTENSION OF TIME - VARIANCE RELATED TO EOT-4778 - EOT-4779 - APPLICANT: CANTWELL ANDERSON, INC. - OWNER: CLOUDBREAK LAS VEGAS, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Variance (V-0042-02) WHICH ALLOWED 159 PARKING SPACES WHERE 306 PARKING SPACES ARE THE MINIMUM REQUIRED FOR A PROPOSED SINGLE ROOM OCCUPANCY RESIDENCE at 525 East Bonanza Road (APN 139-27-805-003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

93. ABEYANCE ITEM - APPEAL OF DIRECTOR'S DECISION - DIR-4797 - APPLICANT: ORION OUTDOOR MEDIA - OWNER: LAPOUR GRAND CENTRAL, LIMITED LIABILITY COMPANY - 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 211 West Charleston Boulevard (APN: 162-04-504-009) for failure to comply with Title 19.14.100, Ward 1 (Moncrief). Staff recommends DENIAL
94. ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - ROC-4709 - APPLICANT: FLETCHER JONES MERCEDES - OWNER: ROMAN CATHOLIC BISHOP OF LAS VEGAS - Request for a Review of Condition No. 10 of an approved Special Use Permit (U-0054-95) which required approval of the parking and driveway plans to add language requiring a shared parking agreement to allow off-site parking for Fletcher Jones Mercedes employees at 2323 South Tenaya Way (APN: 163-03-404-006), R-E (Residence Estates) Zone, Ward 1 (Moncrief). Staff recommends DENIAL
95. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4825 - APPLICANT/OWNER: ROYAL SEAL INVESTMENTS, INC. - Request for a Review of Condition Number 3 for an approved Site Development Plan Review [Z-0068-02(1)] that required 24-inch box trees 20 feet on center in the landscape planter along the north property line to allow no trees adjacent to the north side of the building and relocate them elsewhere on the site for an approved 8,000 square foot retail building located adjacent to the west side of Jones Boulevard, approximately 300 feet north of Cheyenne Avenue (APN 138-11-804-024), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). Staff recommends DENIAL
96. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4182 - APPLICANT: TESA PARTNERS I - OWNER: RANCHO PINES II, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A MEDICAL OFFICE DEVELOPMENT CONSISTING OF FOUR 4,000 SQUARE FOOT SINGLE STORY BUILDINGS on 1.49 acres adjacent to the west side of Torrey Pines Drive, approximately 200 feet north of Rancho Drive (APN 138-02-214-003), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

97. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4630 - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: STATE OF NEVADA BUILDING & GROUNDS - Request for a Site Development Plan Review FOR A PROPOSED TWO STORY, 62,500 SQUARE FOOT DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION BUILDING on 8.12 acres adjacent to the southwest corner of St. Louis Avenue and McLeod Street (a portion of APN 162-01-402-006), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
98. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4639 - APPLICANT: TRIPLE FIVE DEVELOPMENT - OWNER: VILLAGE SQUARE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 57,092 SQUARE FOOT RETAIL/COMMERCIAL BUILDING AND FOR A WAIVER OF FOUNDATION LANDSCAPING OF THE COMMERCIAL STANDARDS on 1.61 acres approximately 260 feet north of Sahara Avenue and approximately 640 feet west of Fort Apache Road (APN 163-06-816-027), C-1 (Limited Commercial) Zone [SC (Service Commercial) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (5-1 vote) and staff recommend APPROVAL
99. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4820 - APPLICANT: PLANET NISSAN - OWNER: NORTHWEST AUTOWORLD LTD. - Request for a Site Development Plan Review TO ADD TWO DRIVEWAYS TO AN EXISTING AUTOMOBILE INVENTORY PARKING LOT on 4.00 acres located at 5850 Centennial Center Boulevard (APN A portion of 125-27-301-007), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL
100. ABEYANCE ITEM - 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
101. MAJOR MODIFICATION - PUBLIC HEARING - MOD-4484 - APPLICANT/OWNER: RITTER CHARITABLE TRUST - Request for a Major Modification to the Lone Mountain West Plan FROM: NC (NEIGHBORHOOD COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 5.00 acres adjacent to the southwest corner of Cliff Shadows Parkway and Alexander Road (APN 137-12-101-002), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
102. MAJOR MODIFICATION - PUBLIC HEARING - MOD-4615 - APPLICANT: COOPER CUSTOM HOMES - OWNER: MB HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Major Modification TO REMOVE PROPERTY FROM THE IRON MOUNTAIN RANCH MASTER PLAN on 4.3 acres adjacent to the northeast corner of Horse Drive and Bradley Road (APN 125-12-601-006), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
103. REZONING RELATED TO MOD-4615 - PUBLIC HEARING - ZON-4616 - APPLICANT: COOPER CUSTOM HOMES - OWNER: MB HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 6.99 acres adjacent to the northeast corner of Horse Drive and Bradley Road (APN 125-12-601-006 and 009), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
104. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-4615 AND ZON-4616 - PUBLIC HEARING - SDR-4617 - APPLICANT: COOPER CUSTOM HOMES - OWNER: MB HOLDINGS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 15 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 6.99 acres adjacent to the northeast corner of Horse Drive and Bradley Road (APN 125-12-601-006 and 009), R-E (Residence Estates) Zone [PROPOSED: R-PD-2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

105. MAJOR MODIFICATION - PUBLIC HEARING - MOD-4633 - APPLICANT: KB HOME - OWNER: NATIONAL GROUP #1, LIMITED LIABILITY CORPORATION, ET AL - Request for a Major Modification to the Lone Mountain West Plan FROM: NC (NEIGHBORHOOD COMMERCIAL) AND VC (VILLAGE COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 10.26 acres adjacent to the southeast corner of Cliff Shadows Parkway and Alexander Road (APN 137-12-101-003 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
106. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-4633 - PUBLIC HEARING - SDR-4636 - APPLICANT: KB HOME - OWNER: BRIAN AND JULIE LEE AND NATIONAL GROUP #1, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 55 LOT SINGLE FAMILY SUBDIVISION on 10.26 acres adjacent to the southeast corner of Alexander Road and Cliff Shadows Parkway (APN 137-12-101-003 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
107. STREET NAME CHANGE - PUBLIC HEARING - SNC-4254 - APPLICANT: CLAY STRINGHAM - OWNER: BABB INVESTMENT COMPANY - Request for a Street Name Change FROM: SHILOH SCHOOL LANE TO: ISAAC NEWTON WAY, between Hualapai Way and Metro Academy Way, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
108. VACATION - PUBLIC HEARING - VAC-4628 - APPLICANT/OWNER: HABITAT FOR HUMANITY, LAS VEGAS - Request for a Petition to vacate a portion of the west half of La Salle Street between Hart Avenue and Hassell Avenue; and a portion of the north half Hart Avenue between La Salle Street and Concord Street, Ward 5 (Weekly). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
109. REQUIRED TWO YEAR REVIEW - PUBLIC HEARING - RQR-4605 - APPLICANT: JSA, INC. - OWNER: CRAIG MARKETPLACE, LIMITED LIABILITY COMPANY - Required Two Year Review of an approved Variance (V-0031-02) WHICH ALLOWED 817 PARKING SPACES FOR AN EXISTING COMMERCIAL CENTER, WHERE 887 PARKING SPACES ARE REQUIRED on 17.8 acres adjacent to the south side of Craig Road, approximately 220 feet east of Tenaya Way (APN 138-03-701-011, 012, 018 and 020), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
110. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4521 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BRIGHT PATH, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 820 South Valley View Boulevard (APN 139-31-801-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
111. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4576 - APPLICANT: TERRIBLE HERBST OIL COMPANY - OWNER: RANCHO CIRCLE SHOPPING CENTER, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) adjacent to the southeast corner of Rancho Drive and Bonanza Road (APN 139-29-801-004), C-2 (General Commercial) Zone, Ward 5 (Weekly). (NOTE: This item to be heard in conjunction with Morning Session Item #68 and Item #69). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
112. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4592 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA - Request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
113. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4593 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: S & K FAMILY TRUST - Request for a Special Use Permit FOR AN OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1531 Western Avenue (APN 162-04-605-007), M (Industrial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

114. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4594 - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAITTA FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2100 South Decatur Boulevard (APN 162-06-301-006), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-2 vote) and staff recommend DENIAL
115. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-4200 - APPLICANT: STERLING S DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD2 (Residential Planned Development - 2 Units per Acre) on 20.0 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard (APN: 125-11-508-003), Ward 6 (Mack). The Planning Commission (4-1-2 vote) and staff recommend APPROVAL
116. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4200 - PUBLIC HEARING - SDR-4198 - APPLICANT: STERLING S DEVELOPMENT - OWNER: QUARTERHORSE FALLS ESTATES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 29-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 20.00 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard (APN: 125-11-508-003), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack) The Planning Commission (3-2-2 vote) recommends DENIAL. Staff recommends APPROVAL
117. REZONING - PUBLIC HEARING - ZON-4368 - APPLICANT: CARINA HOMES - OWNERS: RONALD AND CAROLYN MICH'L - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way (APN 126-13-601-004, 006, 008 and 009), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
118. VACATION RELATED TO ZON-4368 - PUBLIC HEARING - VAC-4420 - APPLICANT: CARINA HOMES; OWNER: RON AND CAROLYN MICH'L, ET AL - Request for a Petition to vacate U. S. Government Patent Easements and the Donald Nelson Avenue Right of Way, generally located west of Hualapai Way, north of Farm Road, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4368 AND VAC-4420 - PUBLIC HEARING - SDR-4370 - APPLICANT: CARINA HOMES - OWNER: RONALD AND CAROLYN MICH'L - Request for a Site Development Plan Review FOR A 73-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way (APN 126-13-601-004, 006, 008 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
120. REZONING - PUBLIC HEARING - ZON-4452 - APPLICANT: GARRETT, LIMITED LIABILITY COMPANY - OWNER: KEVIN GOLSHAN - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT – 3 UNITS PER ACRE) on 8.79 acres adjacent to the northeast corner of Jones Boulevard and Deer Springs Way (APN 125-24-201-002), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
121. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4452 - PUBLIC HEARING - SDR-4455 - APPLICANT: GARRETT, LIMITED LIABILITY COMPANY - OWNER: KEVIN GOLSHAN - Request for a Site Development Plan Review FOR A 29 LOT SINGLE FAMILY DEVELOPMENT on 8.79 acres located adjacent to the northeast corner of Jones Boulevard and Deer Springs Way (APN 125-24-201-002), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development – 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

122. REZONING - PUBLIC HEARING - ZON-4459 - APPLICANT: RUTH L. BOYD & DEAN KATRIS - OWNER: BOYD FAMILY PARTNERSHIP, LIMITED PARTNERSHIP & JONES BELTWAY, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 47.46 acres on the northeast corner of Jones Boulevard and the 215 Beltway (APN 125-24-401-001, 002, 010, 011 and 125-24-302-014), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
123. VARIANCE RELATED TO ZON-4459 - PUBLIC HEARING - VAR-4462 - APPLICANT: RUTH L. BOYD & DEAN KATRIS - OWNER: BOYD FAMILY PARTNERSHIP, LIMITED PARTNERSHIP & JONES BELTWAY, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 2.35 ACRES OF OPEN SPACE WHERE 2.44 IS REQUIRED; AND TO ALLOW A 10 FOOT WALL HEIGHT WHERE 8 FEET IS THE MAXIMUM HEIGHT ALLOWED FOR A PROPOSED RESIDENTIAL SUBDIVISION on 47.46 acres on the northeast corner of Jones Boulevard and the 215 Beltway (APN 125-24-401-001, 002, 010, 011 and 125-24-302-014), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL. (NOTE: The Variance for open space has been withdrawn without prejudice by the applicant)
124. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4459 AND VAR-4462 - PUBLIC HEARING - SDR-4461 - APPLICANT: RUTH L. BOYD & DEAN KATRIS - OWNER: BOYD FAMILY PARTNERSHIP, LIMITED PARTNERSHIP & JONES BELTWAY, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 163 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 47.46 acres on the northeast corner of Jones Boulevard and the 215 Beltway (APN 125-24-401-001, 002, 010, 011 and 125-24-302-014), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
125. REZONING - PUBLIC HEARING - ZON-4483 - APPLICANT: CLIFFS EDGE, LIMITED LIABILITY COMPANY - OWNER: SOUTHWEST DESERT EQUITIES - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 5.00 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Puli Road (APN 126-13-101-003), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
126. REZONING - PUBLIC HEARING - ZON-4695 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: ERNEST AND KATHLEEN BECKER - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) on 5.0 acres adjacent to the southeast corner of Elkhorn Road and Fort Apache Road (APN 125-20-101-001), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
127. SPECIAL USE PERMIT RELATED TO ZON-4695 - PUBLIC HEARING - SUP-4614 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: ERNEST AND KATHLEEN BECKER - Request for a Special Use Permit FOR PRIVATE STREETS AND A WAIVER FROM THE REQUIREMENT THAT PRIVATE STREETS BE GATED, FOR A 30 UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.0 acres adjacent to the southeast corner of Elkhorn Road and Fort Apache Road (APN 125-20-101-001), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
128. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4695 AND SUP-4614 - PUBLIC HEARING - SDR-4613 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: ERNEST AND KATHLEEN BECKER - Request for a Site Development Plan Review FOR A 30 UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5 acres adjacent to the southeast corner of Elkhorn Road and Fort Apache Road (APN 125-20-101-001), U (Undeveloped) Zone [TC (Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
129. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3933 - CITY OF LAS VEGAS - Request to amend the Master Plan Transportation Trails Element of the General Plan to add and remove certain trail alignments to be consistent with the Regional Transportation Commission's "Non-Motorized Alternative Transportation Mode Master Plan", Wards 2, 3, 4 and 6 (Wolfson, Reese, Brown and Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

130. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4091 - APPLICANT/OWNER: UNIFIED CREDIT TRUST - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan of the General Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL of R (Rural)
131. REZONING RELATED TO GPA-4091 - PUBLIC HEARING - ZON-4093 - APPLICANT/OWNER: UNIFIED CREDIT TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [D-R (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD5 (RESIDENTIAL PLANNED DEVELOPMENT - 5 UNITS PER ACRE) on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL of R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)
132. VARIANCE RELATED TO GPA-4091 AND ZON-4093 - PUBLIC HEARING - VAR-4094 - APPLICANT/OWNER: UNIFIED CREDIT TRUST - Request for a Variance TO ALLOW 34,340 SQUARE FEET OF OPEN SPACE WHERE 63,363 SQUARE FEET IS REQUIRED FOR AN 88 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
133. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4091, ZON-4093, AND VAR-4094 - PUBLIC HEARING - SDR-4095 - APPLICANT/OWNER: UNIFIED CREDIT TRUST - Request for a Site Development Plan Review FOR AN 88 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT AND FOR A WAIVER OF PERIMETER LANDSCAPING REQUIREMENTS on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
134. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4564 - APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LIMITED LIABILITY COMPANY - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: O (Office) TO: SC (Service Commercial) and to exempt the subject site from the full Multi-use Transportation Trails Standard of the Transportation Trails Element, using instead the proposed "Connector Trail" Standard on 0.79 acres adjacent to the southeast corner of Charleston Boulevard and Rancho Drive (APN: 162-04-101-001), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
135. ABEYANCE ITEM - VARIANCE RELATED TO GPA-4564 - PUBLIC HEARING - VAR-4696 - APPLICANT: RIDER'S CHEVRON - OWNER: GARRETT GROUP, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 15 PARKING SPACES WHERE 22 SPACES IS THE MINIMUM NUMBER REQUIRED on 0.79 acres at 2237 W. Charleston Boulevard (APN: 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
136. ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO GPA-4564 AND VAR-4696 - PUBLIC HEARING - SUP-4565 - APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED CAR WASH/AUTO DETAIL at 2237 West Charleston Boulevard (APN: 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

137. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4564, VAR-4696 AND SUP-4565 - PUBLIC HEARING - SDR-4563 - APPLICANT: RIDER'S CHEVRON - OWNER: GARRET GROUP, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of perimeter buffering landscaping, parking lot landscaping, building foundation landscaping, side yard setbacks, and building placement for a PROPOSED 1,200 SQUARE-FOOT CAR WASH/AUTO DETAIL AND A 3,325 SQUARE-FOOT CONVENIENCE STORE/SERVICE STATION TO REPLACE AN EXISTING 1,800 SQUARE FOOT CONVENIENCE STORE/SERVICE STATION on 0.79 acres at 2237 West Charleston Boulevard (APN: 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
138. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4587 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: PR-OS (PARK/RECREATION/OPEN SPACE) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 10.00 acres along the south side of Gilcrease Avenue, approximately 660 feet east of Hualapai Way (a portion of APN 125-18-201-010), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4607 - APPLICANT: HELP LAS VEGAS HOUSING CORPORATION II & CITY OF LAS VEGAS - OWNER: CITY OF LAS VEGAS - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: PF (PUBLIC FACILITIES) TO: H (HIGH DENSITY RESIDENTIAL) on 9.33 acres approximately 200 feet west of Owens Avenue and North Main Street along the south side of Owens Avenue (APN 139-27-502-011), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
140. REZONING RELATED TO GPA-4607 - PUBLIC HEARING - ZON-4608 - APPLICANT: HELP LAS VEGAS HOUSING CORPORATION II & CITY OF LAS VEGAS - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-V (CIVIC) TO: R-5 (APARTMENT) on 9.33 acres approximately 200 feet west of Owens Avenue and North Main Street along the south side of Owens Avenue (APN 139-27-502-011), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
141. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4634 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request to Amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
142. REZONING RELATED TO GPA-4634 - PUBLIC HEARING - ZON-4640 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL) TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
143. VARIANCE RELATED TO GPA-4634 AND ZON-4640 - PUBLIC HEARING - VAR-4642 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW ZERO OPEN SPACE WHERE 1.65 ACRES ARE REQUIRED FOR A SINGLE FAMILY DEVELOPMENT on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), R-E (Residence Estates) and C-2 (General Commercial) Zones [PROPOSED: R-PD6 (Residential Planned Development- 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

144. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4634, ZON-4640 AND VAR-4642 - PUBLIC HEARING - SDR-4641 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 100 LOT RESIDENTIAL DEVELOPMENT on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), R-E (Residence Estates) and C-2 (General Commercial) Zones [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
145. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4637 - APPLICANT/OWNER: SF INVESTMENTS, LIMITED LIABILITY COMPANY - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 2.5 acres adjacent to the southwest corner of Peak Drive and Bronco Street (APN 138-14-701-003), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
146. WAIVER RELATED TO GPA-4637 - PUBLIC HEARING - WVR-4767 - APPLICANT/OWNER: SF INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 180 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the southwest corner of Peak Drive and Bronco Street (APN 138-14-701-003), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
147. REZONING RELATED TO GPA-4637 AND WVR-4767 - PUBLIC HEARING - ZON-4644 - APPLICANT/OWNER: SF INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [R (Rural Density Residential) General Plan Designation] TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 2.5 acres adjacent to the southwest corner of Peak Drive and Bronco Street (APN 138-14-701-003), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
148. 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

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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: AUGUST 18, 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 PERRY CORDILL, UNIFICATION CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE (excused from the afternoon session at 4:45 p.m.), BROWN, WEEKLY, MACK, MONCRIEF, and WOLFSON

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

(9:04 – 9:05)

1-1

REVEREND PERRY CORDILL, Unification Church, gave the invocation.

(9:05)

1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:05 – 9:06)

1-80

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

This presentation was not made.

MINUTES:

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Submitted at meeting: copy of Proclamation declaring August 18, 2004 as Thom Cooley Day
2. Submitted at meeting: copy of Employee of the Month plaque for Thomas Cooley

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward PAUL WILKINS, Director of the Building and Safety Department, to join him in recognizing THOMAS COOLEY, Inspections Supervisor, as August's Employee of the Month for his outstanding work performance and always going beyond the call of duty. MR. COLLEY serves as the primary contact for the Department for fire-related incidents and as a valuable team member on the Integrated Services Team, which meets to identify problems in some of the older areas of the City and facilitate improvements necessary to ensure a safe environment for the citizens of those areas. MR. COOLEY has been actively involved in the team's efforts to eliminate code violations and unsafe conditions within the City. He has also served as a leader outside the office and been active with several professional organizations within the building industry. MAYOR GOODMAN presented MR. COOLEY with a proclamation declaring August 18, 2004 as Thom Cooley Day.

MR. WILKINS expressed his admiration for MR. COOLEY for his integrity, honesty, and good work ethic. He is a model of a perfect employee.

MR. COOLEY thanked the Council, especially the Mayor, his staff, and all the people he has worked with throughout the years. MRS. COOLEY expressed her gratitude to the Council for recognizing her husband. With tears, she said that her husband has worked very hard for the City and loves the Department of Building and Safety.

(9:06 – 9:11)

From the office of the Mayor **Proclamation**

Whereas; the City of Las Vegas and the Department of Building and Safety are proud to honor August's Employee of the Month; and

Whereas; Thom Cooley was hired by the City of Las Vegas in 1986 and became an immediate asset; and

Whereas; Thom Cooley's experience and work ethic have been exhibited throughout his career with the City from his first position as Building Inspector II to his current position as Inspection Supervisor in the Department of Building and Safety; and

Whereas; Thom Cooley continues to provide the highest level of customer service to the citizens of Las Vegas, whether working with the Department of Fire and Rescue on fire calls or the Integrated Services Team to address code violations and unsafe conditions within the city; and

Whereas; Tom Cooley has been active and is respected in various building and construction professional associations, including serving as President of the International Conference of Building Officials in 1988; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROCLAIM AUGUST 18, 2004, TO BE:

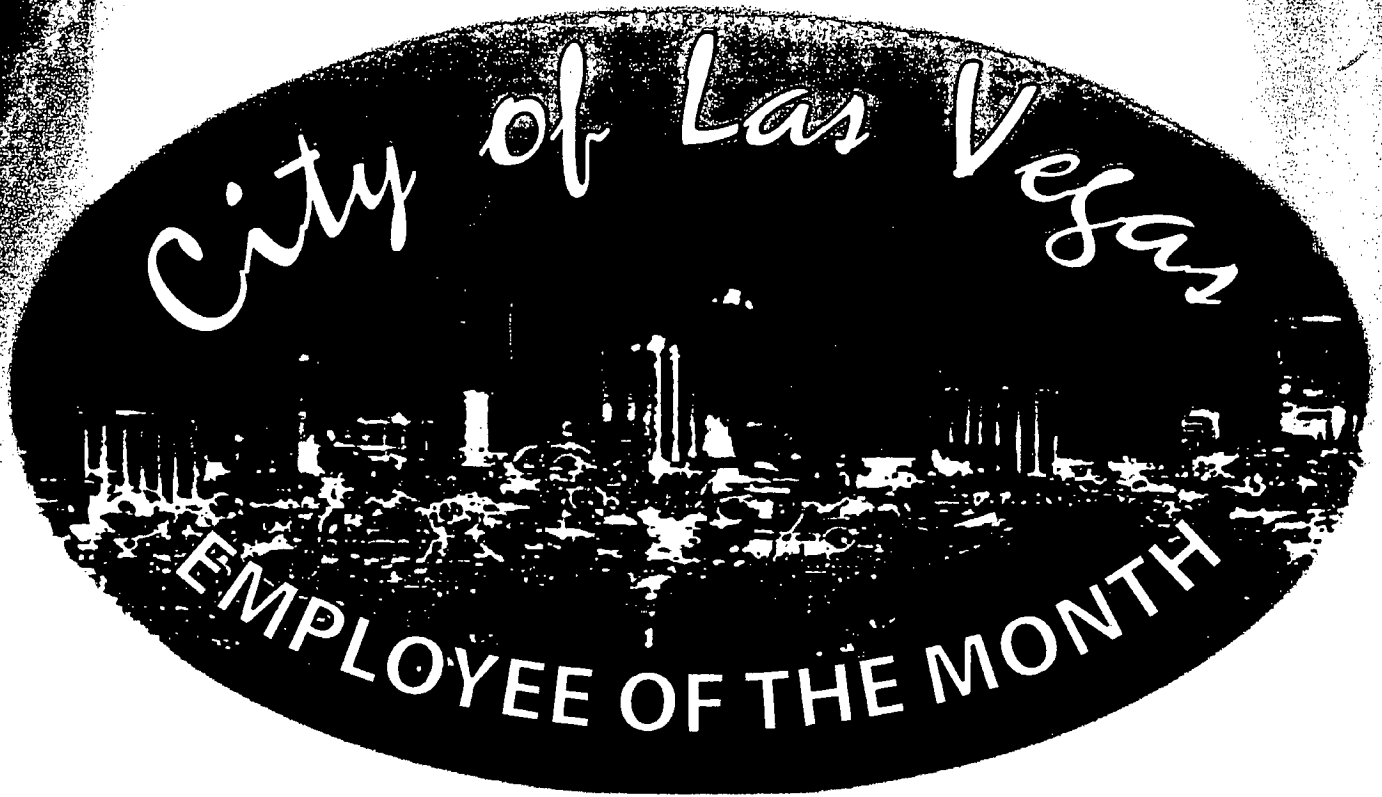
Thom Cooley Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THOM COOLEY AS HE IS RECOGNIZED FOR HIS REMARKABLE SERVICE TO THE CITY OF LAS VEGAS.



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 18TH DAY OF AUGUST, 2004.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS



Thomas Cooley

August 2004

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



A handwritten signature in black ink, reading "Oscar Goodman".

MAYOR

A handwritten signature in black ink, reading "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, reading "Elizabeth Luchessa".

DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE SENIOR CITIZEN OF THE QUARTER

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Senior of the Quarter Certificate for Dolores "Dolly" Aguglia

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward JERRY KOSBAB, Chairman of the Senior Citizens Advisory Board, to introduce the Senior Citizen of the Quarter. MR. KOSBAB honored DOLLY AGUGLIA, who was nominated for her outstanding commitment to helping others, especially the seniors at Archie Grant Park, where she serves as President of the Archie Grant Resident Association. MS. AGUGLIA handles all the details involved in the monthly commodities (food) program, including pickup and delivery of the food. She also responds to calls from her neighbors and takes them to doctor appointments and to fill prescriptions. Her passion for serving is evident in the relationships she has developed at the complex.

MS. AGUGLIA accepted the Senior of the Quarter Certificate and said that she enjoys everything she does for the seniors.

(9:11 – 9:13)



The Mayor and City Council in recognition of your outstanding community service
hereby present this award to

Dolores "Dolly" Aguglia

This the 18th day of August two thousand and four
with their sincere thanks and appreciation.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Lawrence Weekly

Councilwoman Janet Moncrief

Councilman Larry Brown

Councilman Michael Mack

Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF PUBLIC SAFETY VEGAS FLYERS YOUTH TRACK CLUB

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
None

MOTION:
None required. A presentation was made.

MINUTES:

COUNCILMAN BROWN invited ROY SESSION, founder and head coach, and JOHN YANCEE, President, to come forward. COUNCILMAN BROWN explained that the Public Safety (P.S.) Vegas Flyers is a youth track club founded by Clark County Fire Captain Roy Session. In June the Flyers advanced 22 youth athletes from the Regional USA Track & Field Association meet in Los Angeles to compete in the Junior Olympics in Eugene, Oregon. This competition took place 7/26/04 through 8/1/2004 at the historic Hayward Track & Field Facility on the campus of the University of Oregon. This National Junior Olympics Track & Field Championship event attracted more than 6,500. The P.S. Vegas Flyers qualified as the single largest contingency of athletes from Nevada, representing Region 15, which is made up of Hawaii, San Diego, Southern California, and Nevada. In order to receive a medal at the Junior Olympics, one must place in the final top eight positions. Prior to this national event, the Flyers had three youths ranked in the top eight positions in various events. The Flyers ran away with 12 national medals, including the crowning of one National Champion.

Each of the Track Club athletes came forward as COUNCILMAN BROWN called their names. While they were coming forward, he mentioned the medals each member won and the place he/she took in the event.

City of Las Vegas

CITY COUNCIL MEETING OF AUGUST 18, 2004

Ceremonial

Recognition of Public Safety Vegas Flyers Youth Track Club

MINUTES – Continued:

COACH SESSION said that the team worked very hard in this difficult competition. MR. YANCEE thanked the athletes and the Council for this recognition, especially COUNCILMAN BROWN for his support of youth athletics.

COUNCILMAN BROWN handed COACH SESSION a Proclamation recognizing the P.S. Vegas Flyers Youth Track Club.

(9:13 – 9:21)

1-283

Also, COUNCILMAN BROWN recognized the 2004 Lone Mountain Little League Major Girls Softball All-Stars, who participated in the Western Regionals in Vancouver, Washington, as the Nevada State Champions for 11 and 12 year-olds. COACH BERNEY WILLIAMS and ASSISTANT COACHES BRYAN McEVILLY and TOM WELD came forward before COUNCILMAN BROWN called each of the team members forward.

COACH WILLIAMS stated that the team did a very good job. He gave recognition to Plat Building Systems, Pulte Homes, Bill Heard Chevrolet, and Lone Mountain Little League for their sponsorship. He gave thanks to COACHES WAYNE WILSON and PAT THOMAS, as well as to the City Council.

(9:21 – 9:27)

1-533

Under Item 2, COUNCILMAN MACK welcomed KYLE CAMPBELL, who would be sitting with him during the meeting. He is a friend of Ward 6 and a Ward 4 resident.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: CITY CLERK

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

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE – Motion to bring forward and STRIKE Items 58 and 65 – UNANIMOUS with BROWN not voting

MINUTES:

There was no discussion.

(9:27 – 9:28)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

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

Fiscal Impact

☐

No Impact

Amount: \$64,162,005.38

☒

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 07/16/04 - 07/31/04

Total Services and Materials Checks	\$	15,029,582.50
Total Payroll Checks	\$	5,692,908.66
Total Wire Transfers	\$	43,439,514.22

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that Item 12 involves a location near a SuperPawn owned by his brother, STEVEN MACK, for whom he does consulting. However, COUNCILMAN MACK indicated he would be voting, as his brother has not mentioned this matter to him and COUNCILMAN MACK did not feel it would have any impact on his brother's properties.

CITY COUNCIL MEETING OF AUGUST 18, 2004

Consent – Finance and Business Services

Item 2 – Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

MINUTES:

COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

DEPUTY CITY ATTORNEY TOM GREEN requested Item 52 be pulled forward for discussion.

(9:28 – 9:30)

1-758

City of Las Vegas

Summary of Cash Expenditures

For period of 07/16/04 - 07/31/04

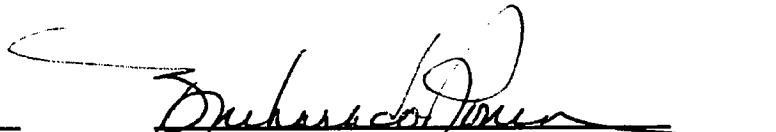
Total Services & Materials Checks :	\$15,029,582.50
Total Payroll Checks:	\$5,692,908.66
Total Wire Transfers:	\$43,439,514.22

Grand Total:	\$64,162,005.38

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.

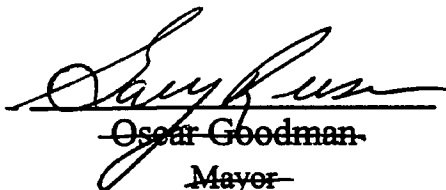


Mark R. Vincent
Director of Finance



Barbara Ronemus
City Clerk

On August 18, 2004, the City Council approved the above cash expenditures.


~~Oscar Goodman~~
~~Mayor~~

Gary Reese, Mayor Pro-Tem

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to appropriate funding for the expansion of the Building and Safety West Service Center facility (\$1,000,000) from the Development Services Enterprise Fund (EF) to the City Facilities Capital Projects Fund (CPF) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

Amount: \$1,000,000

☐

Budget Funds Available

Dept./Division: Finance and Business Services

☒

Augmentation Required

Funding Source: City Facilities CPF

PURPOSE/BACKGROUND:

Expansion of the Building & Safety facility at the West Service Center is required to provide adequate workspace for positions approved in the fiscal year 2004-05 budget. This project was not previously requested and does not appear on an authorized project listing. Funding for the project will be made available through a transfer from the Development Services Enterprise Fund.

RECOMMENDATION:

Staff recommends approval to appropriate funding for the expansion of Building and Safety West Service Center facility in the amount of \$1,000,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a report by the City Treasurer of the July 27, 2004 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 404, 707 and 808 (Summerlin area) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

NRS 271.565 states that within 15 days after the completion of the sale of all property described in the assessment roll upon which a delinquent assessment or installment is unpaid, the municipal treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

Report of Sale Memorandum from Michael K. Olson, City Treasurer, dated July 30, 2004.

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

Memorandum**Finance and Business Services**

To: Mayor Oscar B. Goodman
 Mayor Pro Tem Gary Reese
 Councilman Larry Brown
 Councilman Lawrence Weekly
 Councilman Michael Mack
 Councilwoman Janet Moncrief
 Councilman Steve Wolfson

From: Michael K. Olson, City Treasurer – Finance and Business Services

Cc: Doug Selby, City Manager
 Steve Houchens, Deputy City Manager
 Betsy Fretwell, Deputy City Manager
 Brad Jerbic, City Attorney
 Mark Vincent, Director of Finance and Business Services
 Roni Ronemus, City Clerk

Date: July 30, 2004

Re: Report of Sale on Delinquent Parcels in SID Districts 404, 707, and 808 (Summerlin Area)

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On May 5, 2004, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 404, 707, and 808. On July 8, 2004 the first of three weekly publications of the Notice of Sale occurred. Of the 78 parcels publicized, 67 either paid their assessment current or paid it off in full prior to the July 27, 2004 sale; and certificates on 11 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared. Certificates on the following were sold on July 27, 2004:

Parcel #	Certificate Buyer	Address	Amount
138-30-215-139	RUSSELL WINGARD AND MARTHA ZARA	10597 BLENHEIM AVE, LAS VEGAS, NV 89135	\$1,275.35
138-30-315-049	JEAN E. MCCLELLAN; AND ALAN F. MCCLELLAN; AND WILLIAM & DAWN RALSTON, JTWROS	8536 WILLOWRICH, LAS VEGAS, NV 89134	\$4,991.14
138-30-317-097	JOSEPH P. HOWARD	10657 BLUE NILE CT, LAS VEGAS, NV 89144	\$1,275.35
138-21-419-017	KAYVON ASGAR & EUGENA LANOJEVA & CYRYLA PERERA	7599 BEVERLY HILLS DR, LAS VEGAS, NV 89147	\$3,127.09

To: Mayor and Council
From: Michael K. Olson
Subject: Report of Sale on Delinquent Parcels in SID District 404, 707, and 808
Date: July 30, 2004
Page: 2

Parcel #	Certificate Buyer	Address	Amount
138-21-712-009	RUSSELL WINGARD AND MARTHA ZARA	10597 BLENHEIM AVE, LAS VEGAS, NV 89135	\$1,893.42
138-21-816-061	FRANK KRAHMER	PO BOX 42354, LAS VEGAS, NV 89116	\$2,543.80
137-25-516-037	KAYVON ASGAR & EUGENA LANOJEVA & CYRYLA PERERA	7599 BEVERLY HILLS DR, LAS VEGAS, NV 89147	\$2,774.12
137-35-712-001	ROTHSTEIN 1994 TRUST	755 SUNSET RD, HENDERSON, NV 89015	\$7,358.52
137-36-112-025	THOMAS WOZNAK OR EDWARD J. BYLINA	444 WINTHROP PLACE, HENDERSON, NV 89074	\$5,136.49
137-36-813-078	MYRON M. FREUND	4112 EXTENSO DR, NORTH LAS VEGAS, NV 89032	\$3,765.59
137-35-217-019	WILLAIM &/OR MARY CIMO	2124 CROOKED PINE DRIVE, LAS VEGAS, NV 89134	\$8,832.77

The sale took place in the City Hall Council Chamber.
MKO:IDF:KBD

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to modify the Parks in Progress listing to add and authorize \$100,000 from the Parks and Leisure Activities Capital Projects Fund (CPF) balance for an Estelle Neal Park Water Feature project - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$100,000

☐

Budget Funds Available

Dept./Division: Budget and Finance

☒

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

Requesting the addition of the Estelle Neal Park Water Feature project to the approved parks listing and authorize funding in the amount of \$100,000 to be made available through the "In Lieu of Open Space" revenue.

RECOMMENDATION:

Staff recommends approval of the modification and authorization of funding.

BACKUP DOCUMENTATION:

Parks in Progress Listing

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

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

Park/Facility	Project to Date Funding as of 7/21/04	City Council Agenda	Total	
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 Trail Construction	12,120,000		12,120,000	
Boulder Plaza Park	0		0	
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 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	0		0	
Doolittle Community Center & Park	11,884,282	300,000	12,184,282	Complete
Doolittle Complex Upgrades	250,000		250,000	
East Las Vegas Community Ctr Upgrades	350,000		350,000	
East Las Vegas Community Ctr Marquee	0		0	
El Campo Grande	1,500,000		1,500,000	
Equestrian Park	500,000		500,000	
Estelle Neal Park Water Feature	0	80,000	80,000	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fort Apache/Elkhorn Park	1,489,000		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	
Garside Pool & Bathhouse	0		0	
Harmony Park	150,000		150,000	
Hills Park	40,000		40,000	
Iron Mountain Fort Apache Park	700,000		700,000	
Johnson Community School Expansion	0		0	
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	
Lone Mountain Trail Trailhead	1,500,000		1,500,000	
Lone Mountain West #2 Park - Gilmore Cliff Shadows	278,000		278,000	
Lone Mountain Trail System - Phase I	3,200,000		3,200,000	
Lorenzi Park Upgrades	580,000		580,000	
Lorenzi Park Tennis Complex	0		0	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
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	0		0	
Natural History Museum Retrofit	65,000	35,000	100,000	
Neon Boneyard Park	0		0	
NW Regional Open Space Plan	250,000		250,000	
Patriot Park Lighted Tennis Court	211,000		211,000	
Pavillion Center Pool Lighting	0		0	
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	
Reed Whipple Cultural Center Marquee	0		0	
Sky Ridge Park Security Lighting	0		0	
Stupak Community Center Demolish & Rebuild	700,000		700,000	
Tenaya/Washington Park	1,105,000		1,105,000	
Veterans Memorial Pool Cover	0		0	
Vocational High School Sports Complex	2,430,000		2,430,000	
Washington/Buffalo Park - Phase I	40,700,000		40,700,000	
Washington/Buffalo Park - Phase II	0		0	
	183,929,830	415,000	184,344,830	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to provide \$35,000 additional funding from the Parks and Leisure Activities Capital Projects Fund (CPF) balance for the Natural History Museum project - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$35,000

☐

Budget Funds Available

Dept./Division: Budget and Finance

☒

Augmentation Required

Funding Source: Parks and Leisure CPF

PURPOSE/BACKGROUND:

Requesting \$35,000 in additional funding to the Natural History Museum project to cover the cost of replacing deteriorated plumbing and a collapsed floor not found until work began. Fund balance made available through closing completed projects would be appropriated to cover the increased project costs.

RECOMMENDATION:

Staff recommends approval of an increase in funding

BACKUP DOCUMENTATION:

Parks in Progress Listing

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

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

Park/Facility	Project to Date Funding as of 7/21/04	City Council Agenda	Total	
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 Trail Construction	12,120,000		12,120,000	
Boulder Plaza Park	0		0	
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 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	0		0	
Doolittle Community Center & Park	11,884,282	300,000	12,184,282	Complete
Doolittle Complex Upgrades	250,000		250,000	
East Las Vegas Community Ctr Upgrades	350,000		350,000	
East Las Vegas Community Ctr Marquee	0		0	
El Campo Grande	1,500,000		1,500,000	
Equestrian Park	500,000		500,000	
Estelle Neal Park Water Feature	0	80,000	80,000	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fort Apache/Elkhorn Park	1,489,000		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	
Garside Pool & Bathhouse	0		0	
Harmony Park	150,000		150,000	
Hills Park	40,000		40,000	
Iron Mountain Fort Apache Park	700,000		700,000	
Johnson Community School Expansion	0		0	
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	
Lone Mountain Trail Trailhead	1,500,000		1,500,000	
Lone Mountain West #2 Park - Gilmore Cliff Shadows	278,000		278,000	
Lone Mountain Trail System - Phase I	3,200,000		3,200,000	
Lorenzi Park Upgrades	580,000		580,000	
Lorenzi Park Tennis Complex	0		0	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
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	0		0	
Natural History Museum Retrofit	65,000	35,000	100,000	
Neon Boneyard Park	0		0	
NW Regional Open Space Plan	250,000		250,000	
Patriot Park Lighted Tennis Court	211,000		211,000	
Pavillion Center Pool Lighting	0		0	
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	
Reed Whipple Cultural Center Marquee	0		0	
Sky Ridge Park Security Lighting	0		0	
Stupak Community Center Demolish & Rebuild	700,000		700,000	
Tenaya/Washington Park	1,105,000		1,105,000	
Veterans Memorial Pool Cover	0		0	
Vocational High School Sports Complex	2,430,000		2,430,000	
Washington/Bufalo Park - Phase I	40,700,000		40,700,000	
Washington/Bufalo Park - Phase II	0		0	
	183,929,830	415,000	184,344,830	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to provide additional funding to the Doolittle Recreation Center project in an amount not to exceed \$300,000 from the Parks and Leisure Activities Capital Projects Fund (CPF) balance and increase the related contract 01.15301.18-LED by an amount not-to-exceed \$310,000 - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$310,000

☐

Budget Funds Available

Dept./Division: Budget and Finance

☒

Augmentation Required

Funding Source: Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

A settlement is being negotiated with Richardson Construction on the Doolittle Recreation Center project. Contract 01.15301.18-LED must be modified and additional funding allocated in order to authorize the final settlement payment (which should not exceed \$310,000). Funding will be made available from the Parks and Leisure Activities CPF Fund Balance.

RECOMMENDATION:

Staff recommends approval of an increase in funding and modification of contract 01.15301.18-LED.

BACKUP DOCUMENTATION:

Parks in Progress Listing

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52:

APPROVED under separate action (see individual item)

Item 58:

STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

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

Park/Facility	Project to Date Funding as of 7/21/04	City Council Agenda	Total	
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 Trail Construction	12,120,000		12,120,000	
Boulder Plaza Park	0		0	
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 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	0		0	
Doolittle Community Center & Park	11,884,282	300,000	12,184,282	Complete
Doolittle Complex Upgrades	250,000		250,000	
East Las Vegas Community Ctr Upgrades	350,000		350,000	
East Las Vegas Community Ctr Marquee	0		0	
El Campo Grande	1,500,000		1,500,000	
Equestrian Park	500,000		500,000	
Estelle Neal Park Water Feature	0	80,000	80,000	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fort Apache/Elkhorn Park	1,489,000		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	
Garside Pool & Bathhouse	0		0	
Harmony Park	150,000		150,000	
Hills Park	40,000		40,000	
Iron Mountain Fort Apache Park	700,000		700,000	
Johnson Community School Expansion	0		0	
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	
Lone Mountain Trail Trailhead	1,500,000		1,500,000	
Lone Mountain West #2 Park - Gilmore Cliff Shadows	278,000		278,000	
Lone Mountain Trail System - Phase I	3,200,000		3,200,000	
Lorenzi Park Upgrades	580,000		580,000	
Lorenzi Park Tennis Complex	0		0	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
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	0		0	
Natural History Museum Retrofit	65,000	35,000	100,000	
Neon Boneyard Park	0		0	
NW Regional Open Space Plan	250,000		250,000	
Patriot Park Lighted Tennis Court	211,000		211,000	
Pavillion Center Pool Lighting	0		0	
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	
Reed Whipple Cultural Center Marquee	0		0	
Sky Ridge Park Security Lighting	0		0	
Stupak Community Center Demolish & Rebuild	700,000		700,000	
Tenaya/Washington Park	1,105,000		1,105,000	
Veterans Memorial Pool Cover	0		0	
Vocational High School Sports Complex	2,430,000		2,430,000	
Washington/Bufalo Park - Phase I	40,700,000		40,700,000	
Washington/Bufalo Park - Phase II	0		0	
	183,929,830	415,000	184,344,830	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Sean Lucero, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: September 11, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Claudia Rodriguez - 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 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Gustav International Chartered, dba Plush, 221 North Rampart Boulevard, Suite 7140 (Non-operational), Gustav E. Mauler, Dir, Pres and Denise M. Mauler, 50% jointly as husband and wife, Paul C. Steelman, Dir, Treas and Maryann T. Steelman, Dir, Secy, 50% jointly as husband and wife, To: Gourmet Systems of Nevada, Inc., dba Applebee's Neighborhood Grill & Bar, 4605 West Charleston Boulevard, Carin L. Stutz, Dir, Pres, Robert T. Steinkamp, Dir, Secy, Treas - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership, Location and Business Name for a Supper Club License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

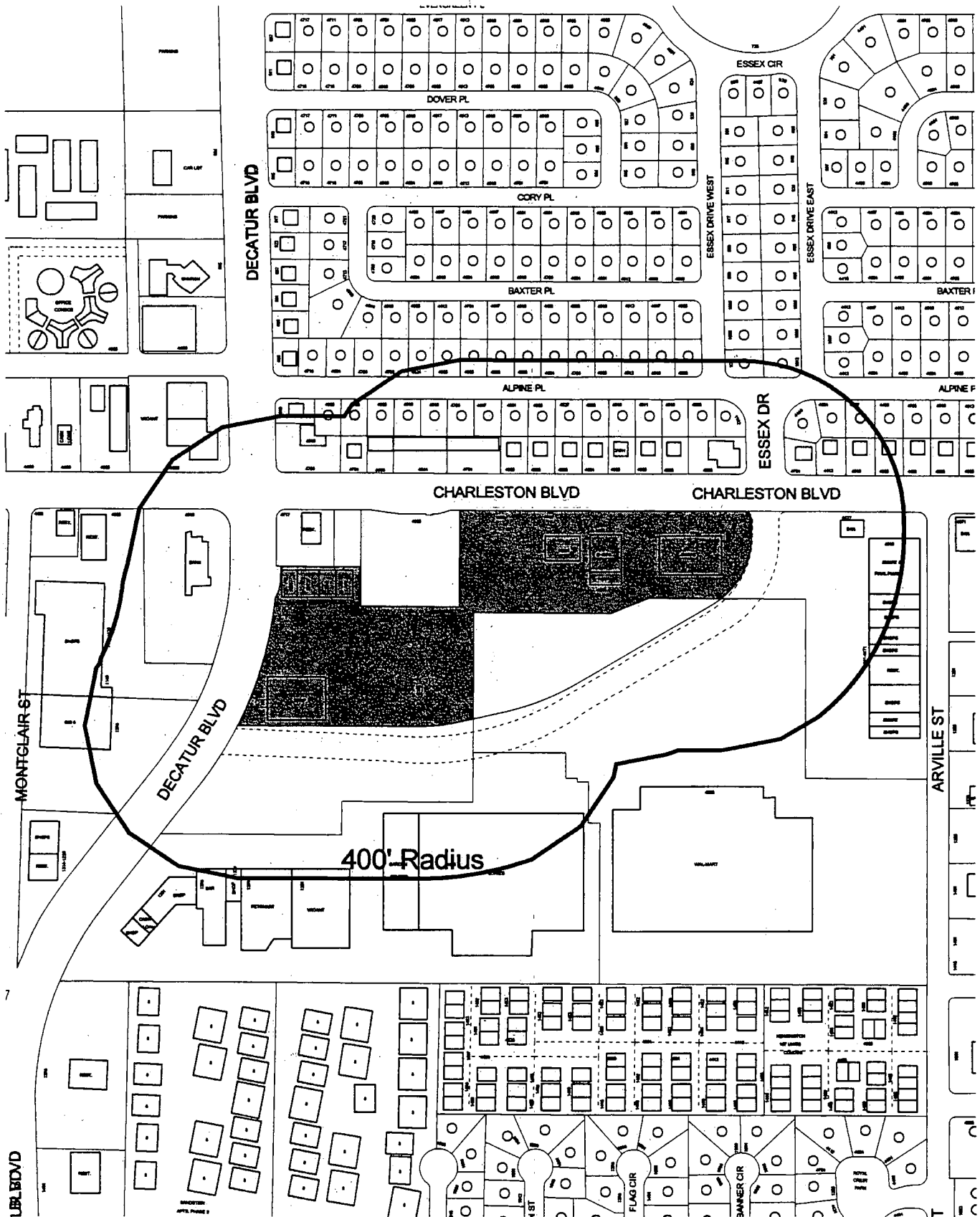
MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

APPLEBEE'S NEIGHBORHOOD GRILL & BAR



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Delian Lamela, dba Guatemala Restaurant, Delian A. Lamela and Osmel R. Lamela, 100% jointly as husband and wife, To: Pedro Ramirez, dba Mariscos El Mariachi, 552 North Eastern Avenue, Suite A, Pedro M. Ramirez, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Business Name for a Tavern License, Sun City Summerlin Community Association, Inc., dba From: Sun City Summerlin Golf Course Grille, To: Palm Valley Golf Course/Vista Grill, 9201 Del Webb Boulevard, Frederick W. Schaefer, Dir - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Tavern License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Hypnotist License, Laura Birnbaum, dba Laura Birnbaum, 4750 West Sahara Avenue #34, Laura Birnbaum, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Hypnotist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

NOTE: Under Item 2, COUNCILMAN MACK disclosed that Item 12 involves a location near a SuperPawn owned by his brother, STEVEN MACK, for whom he does consulting. However, COUNCILMAN MACK indicated he would be voting, as his brother has not mentioned this matter to him and COUNCILMAN MACK did not feel it would have any impact on his brother's properties.

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

The map displays a grid of streets with a central focus on a large, dark, irregularly shaped area. A prominent black circle with a radius of 1000 feet is centered on this area. The streets shown include Oakley Blvd at the top, Decatur Blvd running vertically through the center, and O' Bannon Dr running horizontally across the middle. Other streets include Halcrest Ave, Buckeye Ave, Pontchartraine St, and Sahara Ave. The map also shows various building footprints, parking lots, and other urban features. A large, dark, irregularly shaped area is highlighted in the center, representing the subject property.

The diagram shows two rectangular boxes connected by an arrow. The left box contains the mathematical expression $N^2 - N + 1$. An arrow points from this box to the right box, which contains the equation $L = \frac{N(N-1)}{2}$.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Class III-A Secondhand Dealer License, Edward L. Taguba, dba Jewelry Express of Las Vegas, 3071 North Rainbow Boulevard, Suite 100, Edward L. Taguba, 100% - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Class III-A Secondhand Dealer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

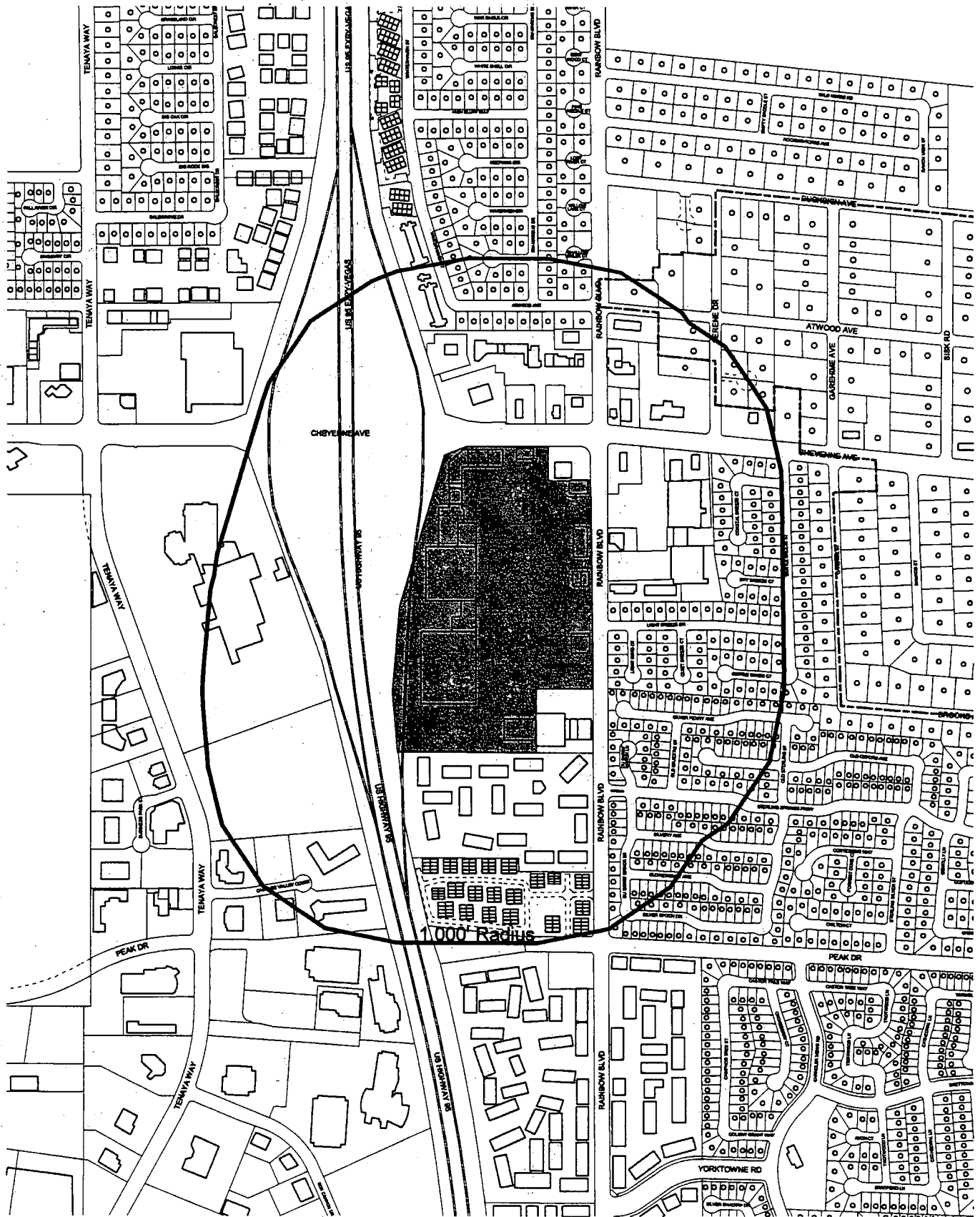
MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

JEWELRY EXPRESS OF LAS VEGAS



0 300 600 Feet



N



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Preapproval of award of Bid No. 040333-KF for a Bomb Squad Emergency Services Vehicle - Department of Fire and Rescue (not to exceed \$199,227 - Multi-Purpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

Amount: \$199,227

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Multi-Purpose SRF

PURPOSE/BACKGROUND:

This bid will provide a Bomb Squad Emergency Services Vehicle to be used by the Fire and Rescue Bomb Squad to transport a robot equipped with water cutting technology. This purchase is reimbursed 100% by Department of Justice, Office of Domestic Preparedness (ODP) Grant.

PCC: K. Falline

RECOMMENDATION:

That the City Council approve the award of Bid No. 040333-KF for a Bomb Squad Emergency Services Vehicle not to exceed \$199,227.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040395-KF, Adtran Microwave Antenna System - Department of Fire and Rescue - Award recommended to: DAY WIRELESS SYSTEMS (\$130,750.02 - Multi-Purpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

Amount: \$130,750.02

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Multi-Purpose SRF

PURPOSE/BACKGROUND:

This request will allow for the purchase of an Adtran Microwave Antenna System to be used by Las Vegas Metropolitan Police Department. Funding for this purchase will come from a cost-sharing, U.S. Department of Justice Community Oriented Policing Services (COPS) grant in the form of a 75%/25% cash-match agreement.

PCC: K. Falline

POC: Barry Wendel - (702) 736-2186

RECOMMENDATION:

That the City Council approve the award of Bid No. 040395-KF, Adtran Microwave Antenna System to Day Wireless Systems in the amount of \$130,750.02.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040391-GL, Annual Requirements Contract for Bus Transportation - Department of Leisure Services - Award recommended to: COACH USA (Estimated annual amount of \$120,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$120,000

☒

Budget Funds Available

Dept./Division: Leisure Services

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for bus transportation to accommodate people with disabilities in after-work and after-school recreation programs.

PCC: G. Leaf

POC: Dana Warring - (702) 632-2137

RECOMMENDATION:

That the City Council approve the award of Bid No. 040391-GL, Annual Requirements Contract for Bus Transportation to Coach USA from date of award through August 31, 2005 with three (3) one-year options to renew in the estimated annual amount of \$120,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040378-TB, Perennial Rye Grass Seed - Department of Field Operations - Award recommended to: SIMPLOT PARTNERS (\$77,550 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$77,550

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request will allow for the purchase of perennial rye grass seed for use at various parks and open spaces locations throughout the City.

PCC: T. Bowman

POC: Tom Derry - (702) 649-1551

RECOMMENDATION:

That the City Council approve the award of Bid No. 040378-TB, Perennial Rye Grass Seed to Simplot Partners in the amount of \$77,550.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of revision to purchase order 212515 for Uniform Services - Various Departments -
Award to: UNIFIRST CORPORATION (\$50,000 - Various Funds)

Fiscal Impact

☐

No Impact

Amount: \$50,000

☒

Budget Funds Available

Dept./Division: Various

☐

Augmentation Required

Funding Source: Various Funds

PURPOSE/BACKGROUND:

On September 5, 2001, City Council approved an agreement to join Clark County Bid No. 02-091401 for uniform services in the amount of \$250,000. An increase was approved on May 7, 2003 in the amount of \$150,000. This revision is being written to add \$50,000 for the increase in usage through September 30, 2004.

PCC: A. Green

POC: Thom K. Chavez - (702) 565-8791

RECOMMENDATION:

That the City Council approve the issuance of revision to purchase order 212515 for Uniform Services to Unifirst Corporation to add an additional \$50,000 for a revised total annual amount of \$450,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Contract No. 040352-CW for Audio/Visual Design and Install -
Department of Fire and Rescue - Award recommended to: SYSTEM SERVICES, INC. (\$43,800
- Computer Services Internal Service Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$43,800

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

This contract will provide design, equipment and installation of a new audio/visual system, including videoconferencing, for the City's Central Fire Station Emergency Operations Conference Room at 500 N. Casino Center Blvd. Award of contract is a result of RFP 040352-CW.

PCC: C. White

POC: Mike Mahoney - (702) 645-8415

RECOMMENDATION:

That City Council approve the award of Contract No.040352-CW to System Services, Inc. in the amount of \$43,800. Authority to execute Contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 040247-TG, Annual Requirements Contract for Traffic Cones - Departments of Public Works and Field Operations - Award recommended to: FLORIDA TRANSCOR (Estimated annual amount of \$40,000 - General Fund)

Fiscal Impact

☐ No Impact	Amount: Estimated Annual amount of \$40,000
☒ Budget Funds Available	Dept./Division: Public Works/Field Operations
☐ Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract to purchase traffic cones to be used by Public Works Traffic Engineering Field, Operations Division and Field Operations Streets and Sanitation Division for traffic control projects.

PCC: A. Green

POC: Christa C. Gramling - (800) 766-7604

RECOMMENDATION:

That the City Council approve the award of Bid No. 040247-TG, Annual Requirements Contract for Traffic Cones to Florida Transcor from date of award through July 31, 2005 with four (4) one-year options to renew in the estimated annual amount of \$40,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: **APPROVED** under separate action (see individual item)

Item 58: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 05.1730.08-CW, Elkhorn Road Grade Separation Over US 95 Billboard Removals and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: YOUNG ELECTRIC SIGN COMPANY (\$38,768 - Road and Flood Capital Projects Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$38,768

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

This project consists of the removal of two 40-foot high billboards located on the west and east sides of US 95 that will be in conflict with the proposed grade separation at Elkhorn Road. The billboards and foundations will be removed from within City and State rights-of-way for the proposed overpass structure, and will be stored at a location designated by the affected billboard companies.

PCC: C. White

POC: John Williams - (702) 876-8080

RECOMMENDATION:

That the City Council approve the award of Bid No. 05.1730.08-CW to Young Electric Sign Company in the amount of \$38,768 and approve a construction conflicts and contingency reserve of \$3,877. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

CITY COUNCIL MEETING OF AUGUST 18, 2004
Consent – Finance and Business Services
Item 21 – Bid No. 05.1730.08-CW

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for three years of support and maintenance for Kofax Software - Department of Information Technologies - Award recommended to: WESTERN OFFICE SYSTEMS (Estimated amount of \$30,536 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$30,536

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

This request provides for three years of support and maintenance for Kofax Software.

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

PCC: G. Leaf

POC: Ray Hughes - (480) 603-0538

CFN: 040028-LW

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for three years of support and maintenance for Kofax Software from date of award through July 31, 2007 in the estimated amount of \$30,536 for the three year period.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Agreement No. 050016, Design for a Secure Network for Interoperable Mobile Wireless Environments - Department of Fire and Rescue - Award Recommended to: BOARD OF REGENTS, UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (\$30,000 - Multi-Purpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

Amount: \$30,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Multi-Purpose SRF

PURPOSE/BACKGROUND:

This agreement will facilitate the development of a strategy and a design standard for a Secure Network for Interoperable Mobile Wireless Environments to be used by first responders. This research and development is funded through a cost-sharing U.S. Department of Justice Community Oriented Policing Services (COPS) grant in the form of a 75%/25% cash-match agreement.

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

PCC: D. Kaplan

POC: Bill Schulze - (702) 895-1357

RECOMMENDATION:

That the City Council approve the award of Agreement No. 050016, Secure Network for Interoperable Mobile Wireless Environments to the Board of Regents in the amount of \$30,000 Authority to execute Agreement is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

CITY COUNCIL MEETING OF AUGUST 18, 2004

Consent – Finance and Business Services

Item 23 – Award of Agreement No. 050016

MOTION – Continued:

Item 52: **APPROVED under separate action** (see individual item)

Item 58: **STRICKEN under separate action** (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.15341.04-CW, Fire Station 8, 805 N. Mojave Road, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Fire and Rescue - Award recommended to: RAFAEL CONSTRUCTION, INC. (\$3,735,000 - Fire Services Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$3,735,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: Fire Services CPF

PURPOSE/BACKGROUND:

This project consists of the building a new fire station, including on-site and off-site improvements at 805 N. Mojave Road, the northwest corner of Mojave and Harris.

PCC: C. White

POC: Rafael Medina, Jr. - (702) 451-5511

RECOMMENDATION:

That the City Council approve the award of Bid No. 04.15341.04-CW to Rafael Construction, Inc. in the amount of \$3,735,000 and approve a construction conflicts and contingency reserve of \$250,000. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Service and Equipment Agreement (including indemnification provision) for Fire Station 5, 1020 Hinson Street - Department of Fire and Rescue - Award recommended to: SPRINT (\$8,155.18 - General Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$8,155.18

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This approval is to allow the Purchasing and Contracts Manager to sign an agreement for phone equipment and installation at Fire Station No. 5 which is located at 1020 Hinson Street. The agreement includes limited indemnification provisions in Paragraph 4.1 B(3) and Paragraph 6, which require City Council approval.

PCC: K. Falline

POC: Evelyn Ealy - (702) 244-7723

RECOMMENDATION:

That the City Council approve award of a Service and Equipment Agreement to Sprint, which includes indemnification provisions. Authority to execute the agreement is given to the Purchasing Manager.

BACKUP DOCUMENTATION:

Service and Equipment Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758



Service & Equipment Agreement

CONTRACT#
04EXEY62ZPC8

CUSTOMER ADDRESS:

Name City Of Las Vegas Fire Dept		
Street Address 1020 Hinson St Fire Station 5		
City Las Vegas	State NV	ZIP 89107
Site Contact Louis Baker		Site Contact Phone (702) 229-0353

BILLING ADDRESS:

Name City Of Las Vegas Fire Dept		
Street Address 400 Stewart Ave Fire Station 5		
City Las Vegas	State NV	ZIP 89106
Billing Contact Louis Baker		Billing Telephone No. (702) 229-0353

This Service & Equipment Agreement ("Agreement") dated July 18, 2004 between Central Telephone Company - Nevada Division hereinafter "Sprint" and City Of Las Vegas Fire Dept ("Customer"). This Agreement sets forth the terms and conditions for the provision of certain telecommunications services and/or equipment by Sprint to Customer.

The contract price will be paid as follows:

Purchase Price*	
Total Equipment and Installation	\$8,155.18
Payment Terms (for Equipment only)	
Down Payment Due	\$0.00
Amount Due Upon Delivery of Equipment	\$0.00
Amount Due Upon Customer Acceptance	\$8,155.18

* The Purchase Price does NOT include any sales, use, excise, property, or other taxes. Applicable taxes will be added to the Purchase Price and appear on the invoice when it is issued.

This provision of services and/or equipment by Sprint is subject to the terms and conditions set forth in the Attachments attached hereto and incorporated herein. This Agreement may be signed in one or more counterparts, each facsimile copy of which will be deemed an original, and such counterparts, together, will constitute one Agreement. This Agreement is binding as of the date Sprint signs this Agreement or places a letter in the US mail to Customer, confirming Sprint's acceptance of the contract, as signed by Customer. No alterations to this Agreement are valid, unless acknowledged in writing as accepted by both parties.

AGREED:

Central Telephone Company - Nevada Division
Company

By:

Printed: Herb T. Hunter

Title: General Manager

Date:

8/9/04

City Of Las Vegas Fire Dept
Customer Name

By:

Printed:

Title:

Date:

Address for Notices:
Sales Administration
900 Springmill Road
Mansfield, OH 44906

Address for Notices:

Sales rep: Evelyn X. Ealy
Sales rep phone: (702) 244-7723
Sales rep fax: (702) 244-6870

APPROVED AS TO FORM:

Sharon A. Green 8/9/04
Date



SERVICE & EQUIPMENT AGREEMENT
TERMS AND CONDITIONS

SCHEDULE A

1. EQUIPMENT. Sprint will sell and Customer will purchase the equipment ("Equipment"), consisting of hardware, software, installation, and if applicable, maintenance services and/or manufacturer provided including the attached statement of work listed on Attachment A -according to the terms and conditions of this agreement and, any applicable Manufacturer Software License Agreement. Customer assumes the risk of loss or damage to the Equipment or any part thereof, from the date of its delivery to the Customer's address identified on the face of this Agreement.

2. PRICE AND PAYMENT TERMS. Customer agrees to pay the total price according to the payment terms set out on the face hereof. All payments are due upon receipt of invoice and are subject to late payment charge of 1-1/2% per month, or the maximum amount permitted by law, whichever is greater, on the balance in arrears for more than (30) days from the date of the invoice. Customer will pay all sales, use, and privilege and/or excise taxes and shall reimburse Sprint for the payments if made by Sprint. Telephone number listings, access lines or other services are not included in the price, unless specifically so stated, and are the responsibility of Customer. In the event Customer repudiates, gives notice of cancellation, or otherwise breaches this Agreement, before delivery of the Equipment to the installation site, Customer will pay Sprint as fixed, settled and liquidated damages, and not as a penalty, its down payment or 25% of the Purchase Price, whichever is greater. Purchases where Sprint will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of Sprint or assignment of a return authorization number ("Call Tag Number"). Customer's payment is without right of set-off and shall not be withheld or delayed due to dispute of any nature with any other legal entity including affiliates of Seller.

3. DELIVERY.

3.1 Sprint will use commercially reasonable efforts to deliver and install the Equipment according to any schedule agreed upon by the parties. However, it is expressly understood that all stated delivery and/or installation dates are for approximation purposes only. Under no circumstances will Sprint be liable for damages, consequential or otherwise, for delays in delivery or installation.

3.2 Sprint Installed Equipment. If Customer fails to reject the Equipment, in writing, as unserviceable or inconsistent with the contract within seven days after the date of the system

cutover, Customer will be conclusively presumed to have accepted the installed equipment. If Customer timely rejects the Equipment, Sprint will have the right to cure any defects in performance or consistency, within a reasonable time, taking into account the necessity to procure replacement Equipment or parts, and to correct or modify the installed Equipment. After installation, Sprint (or Sprint's subcontractor, agent, or assignee) will perform Sprint's standard testing procedures on the Equipment. When these tests are successfully completed, Sprint will notify Customer that the Equipment is installed and operating according to applicable test and performance specifications at which time Customer will promptly execute Sprint's acceptance document.

3.3 Drop Ship Equipment. If Customer fails to reject the Equipment within fifteen (15) days from the date of delivery, Customer will be conclusively presumed to have accepted the Equipment. Equipment may only be rejected for errors in order processing or for defects or deficiencies in the Equipment, and only after Customer has contacted Sprint and received a Call Tag number with instructions on how to complete the return.

4. INSTALLATION

4.1 Sprint Installed Equipment.

A. Customer will give Sprint employees or agents reasonable access to premises and facilities where the equipment is located or is to be installed, at Customer's regular business hours, to allow Sprint to fulfill its obligations in this agreement.

B. During the period of installation and throughout the warranty or maintenance period, Customer will:

(1) Guarantee and warrant that the premises in which the work is to be performed are completely free of asbestos (whether encapsulated or exposed), or other hazardous materials as defined by federal or state law. If the warranty or guarantee cannot be made prior to signing this agreement, Sprint will have the following options in addition to any other legal or equitable remedies: 1) void this agreement, and retain any down payment previously paid by Customer; 2) decline to make any equipment installations in areas known or suspected of containing asbestos; or 3) unilaterally make an adjustment to the purchase price to reflect any increased costs

of performance because of known or suspected asbestos on the premises.

(2) Provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of the openings and ducts. The floor plan and/or prints will also show the locations and types of Equipment to be installed.

(3) Obtain any necessary consents, approvals, licenses, and permits for installation of the Equipment on the premises where the Equipment is to be installed during all hours consistent with the requirements of installation. Subject to the limitations of liability set forth in NRS 41.035, Customer will defend, indemnify and hold harmless Sprint, together with its officers, agents and employees, against all damages, claims, liabilities or expenses (including reasonable attorneys' fees, court costs, and allocated in-house counsel legal expenses) arising out of or resulting in any way from Customer's failure to obtain the permits, licenses, consents, or the like.

(4) Be responsible for and provide or arrange for all ground wire connections to Customer's premises, separate electric source, circuits and power with suitable outlets, as necessary, at its own expense; suitable space meeting operating environment requirements; heat, air conditioning, light, and security and other operating environmental requirements for the Equipment. The premises must be dry and free from dust and in the condition as to not be injurious to the Equipment or the employees, agents, subcontractors or assignees of Sprint.

C. Customer acknowledges that foreign voltages and lightning effects on telephone equipment can be significant during electrical storms. Sprint will not be liable for any damages to the Equipment or claims associated therewith caused by lightening or suspected to be caused by lightening.

D. Customer acknowledges that any change in Equipment type or location may change the quoted price. The additional charges will be based on time and material costs incurred by Sprint.

4.2 Drop Ship Equipment. Customer will be responsible for and provide or arrange for Equipment installation at Customer's sole liability cost and expense. Customer understands that failure to perform installation or maintain the premises consistent with manufacturer's

specifications may void any warranty on the Equipment.

5. LIMITED WARRANTY, DISCLAIMERS AND REMEDIES.

5.1 Warranty Term and Scope.

A. Sprint Installed: Unless otherwise noted in writing on the Equipment schedule, statement of work or Exhibit A, all data/internetworking Equipment (including routers, switches and hubs) sold and installed by Sprint under this Agreement is warranted against defects in design, material and workmanship under normal and proper use for a period of ninety (90) days from the Acceptance Date. The corresponding warranty for all Other Equipment, identified on Attachment A, will be one (1) year from the Acceptance Date exclusive of any associated software or other software product, which shall be warranted for a period of ninety (90) days from the date of installation. Sprint's obligation under this warranty is limited to the repair or replacement of Equipment found to be defective according to manufacturer's specifications under normal and proper use.

B. Drop Ship: Drop Ship Equipment is warranted for ninety (90) days from the shipment date for parts only. During the warranty period, Sprint will replace defective parts only on an exchange basis.

C. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OBLIGATION OR LIABILITY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 Warranty Services.

A. Sprint Installed. Sprint will provide warranty service at the installation address, including parts and labor required to service the Equipment. The warranty service does not include replacement parts for lost or stolen parts, or items damaged by negligence, acts of God, or causes other than ordinary use, nor does it include additions to, rearrangements, relocation or removal of the Equipment. Any maintenance or service performed by the Customer or anyone not approved in writing by Sprint will cause this warranty to become null and void.

B. Drop Ship. The Customer will pay the costs of packing, shipping and insuring defective items returned to Sprint. Customer must contact Sprint to receive a Call Tag number with specific instructions prior to shipping the Equipment back to Sprint. Sprint will ship

replacement part(s) or Equipment back to Customer if the Equipment is under warranty. If Sprint determines that the warranty has expired, Customer may 1) accept the return of the part or the Equipment as is; 2) request that the part or the Equipment be repaired at Customer's expense; or 3) request that a replacement part or Equipment be shipped to Customer at Customer's expense. If Customer requests a site visit by Sprint for repair, Customer will be billed for all parts (if out of warranty) and labor associated with the repair.

5.3 CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE COMPATIBILITY OF ANY EQUIPMENT NOT ACQUIRED FROM SPRINT THAT IS ADDED TO OR USED IN CONJUNCTION WITH THE EQUIPMENT PROVIDED BY SPRINT. THE COMBINATION AND USE OF NON-COMPATIBLE EQUIPMENT WILL, AT THE OPTION OF SPRINT, VOID ANY REMAINING WARRANTY AS TO ANY ITEM OF SPRINT-PROVIDED EQUIPMENT THAT IS AFFECTED BY THE NON-COMPATIBLE EQUIPMENT.

6. INDEMNIFICATION. Subject to the limitations of liability set forth in NRS 41.035, each party will indemnify and hold the other party, its officers, agents and employees, harmless from and against any claims or causes of action for personal injury or death to persons, or loss or damage to property (including but not limited to personal injury or property damage suffered by either Party's own employees or agents), which is the result, directly or indirectly, of the indemnifying party's negligence or intentional misconduct.

7. LIMITATION OF LIABILITY.

7.1 NOTWITHSTANDING ANY OTHER PROVISIONS OF THE AGREEMENT, IN NO EVENT WILL SPRINT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH SERVICES OR EQUIPMENT PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER OR NOT THE DAMAGES WERE FORESEEN OR UNFORESEEN. IN NO EVENT WILL SPRINT BE LIABLE FOR DAMAGES, LOSS OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY RESULT FROM THE FRAUDULENT OR UNAUTHORIZED USE OF EQUIPMENT, SERVICES, OR FACILITIES PURCHASED OR ACQUIRED BY CUSTOMER.

7.2 Sprint disclaims any liability for loss or damage to Customer or any other entity resulting from the fraudulent or unauthorized use of the equipment purchased by parties known or unknown,

including employees, agents or associates of Customer. Customer expressly assumes the risk of loss associated with the unauthorized use and acknowledges that it is Customer's obligation to take all reasonable and necessary steps to protect against the loss. Customer assumes the obligation whether or not Sprint has advised Customer of the possibility of the loss, how the loss might occur or how to prevent against the loss.

8. FAILURE TO PERFORM. If Customer does not pay any amount when due, or otherwise fails to perform any obligation under this Agreement, Sprint may exercise, in addition to any other remedies available to Sprint in law or in equity, either of the following options: a) declare all unpaid sums immediately due and payable, and retain all sums theretofore paid as a setoff against expenses incurred; or b) terminate this Agreement, retake possession of the Equipment, and retain all sums theretofore paid as a setoff against expenses incurred.

9. SECURITY INTEREST. Customer grants Sprint a purchase money security interest in the Equipment, together with all replacements, parts, additions, repairs and accessories incorporated into or affixed to the Equipment, and all proceeds for its sale, until all charges (including interest, if any) are paid in full. The parties agree that the Equipment will remain personal property, not a part of the land or building, regardless of the manner of affixation.

10. ASSIGNMENT. The rights and obligations of either party will neither be assigned nor delegated without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. However, Sprint may assign its rights and obligations, in whole or in part, to any parent, subsidiary, affiliate, or successor in interest, provided it gives the Customer notice of assignment.

11. WAIVER OF BREACH. No waivers, whether expressed or implied, by either party of any breach by the other party of any of the covenants, agreements, conditions or duties of this Agreement will operate as a waiver of any subsequent breach of the same covenants, agreements, conditions or duties.

12. ENTIRE AGREEMENT. This Agreement supersedes all prior or contemporaneous proposals and negotiations and constitutes the entire agreement between Sprint and Customer with respect to the purchase of the Equipment. No representations or statement not expressed herein is binding upon Sprint. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought. Any provision of this Agreement which is in conflict with any applicable statute or regulation will be

deemed null and void only to the extent that it may conflict, and all other provisions of this Agreement will remain in full force and effect. This Agreement is deemed made and governed by the laws of the state of where the Equipment is located.

13. MISCELLANEOUS.

13.1 Purchase Orders. Any purchase order or terms contained in a P.O. or other order document issued by Customer will be deemed to have been issued for its own purchasing, accounting, and other record keeping purposes only and will not be considered part of this Agreement. If the terms and conditions on any purchase order conflict with this Agreement, this Agreement will control.

13.2. Force Majeure. Sprint will not be liable for any failure to perform any part of this Agreement due to federal, state, or local government action, statute, ordinance or regulation, strike or other labor trouble, riot or other civil disturbance, sabotage, fire, flood, lightning or electrical storm, terrorist act, environmental hazard, or acts of God, inability to secure the Equipment or necessary ancillary material or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to its control which prevents or hinders Sprint's performance of this Agreement.

13.3 Notices. Any notice required or permitted to be given under any of the provisions of this Agreement or governing law will be given in writing and either hand delivered or sent by first-class mail, postage prepaid, to the other party at its address on the face of this Agreement.

13.4 Attorney's Fees. In the event either party must pursue legal action to compel compliance with the terms of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorney's fees and costs and allocated in-house counsel legal expenses, as well as any collection costs incurred.

13.5 Credit Check. Customer consents to a search by Sprint of its credit history and financial stability with any credit or reporting company or agency. In the event Sprint determines, in its sole discretion, that Customer fails to meet Sprint credit guidelines, Sprint may require that adequate payment assurances be provided or may terminate the Agreement.

13.6 Risk of Loss. Risk of loss of the Equipment will pass from Sprint to Customer upon delivery to the installation site designated on page 1 hereof.

13.7 Title. Title to the Equipment will pass from Sprint to Customer upon Customer's payment of the Total Equipment Purchase Price and any applicable taxes of the Equipment.

13.8 Third Party Beneficiary. This Agreement will not be construed or interpreted to create any direct, indirect or third party rights or benefits whatsoever in favor of any person or entity of any kind between any persons or entities other than the Sprint and Customer.

13.9 Property of Sprint. Customer acknowledges that in the case of Sprint installed Equipment, Sprint may install a data collection device and other Sprint equipment at Customer's location to be used to monitor and trouble-shoot defects in the Equipment throughout the warranty and, if applicable, maintenance period. All such property and equipment will remain the property of Sprint. Customer is purchasing only that Equipment specifically described on Attachment A hereof. At the expiration or termination of this Agreement or any service plan hereunder, Sprint will be entitled to enter Customer's premises to remove all Sprint property and equipment.

Sprint — Approved
as to Legal Form

SKM — 09 Aug 04



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Boulder City Hospital for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT**

THIS AGREEMENT is made and entered into this 18 day of August, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **BOULDER CITY HOSPITAL**, hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

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

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

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

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

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

SECTION I – DEFINITIONS

- A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.
- B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix “A”.
- C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.
- D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.
- E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.
- F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.
- G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.
- H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.
- I. RADIO is defined as any mobile, portable, control station or base station radio.

- J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.
- K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.
- L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.
- M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.
- N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

- A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.
- B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the

installation and any other technical assistance that may be required to complete the installation.

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

- C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.
- D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

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

- B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.
- B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable policies and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

- A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.
- B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.
- C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage

incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

- A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.
- B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.
- C. The Secondary User shall not release or otherwise disclose it's possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

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

SECTION VII – TERMINATION BY SECONDARY USERS

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

SECTION VIII – TERMINATION BY THE CITY

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

SECTION IX – INDEMNIFICATION

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

SECTION X – AMBIGUITIES

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

SECTION XI – INTEGRATION AND AMENDMENTS

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

SECTION XII - NOTICES

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

TO SECONDARY USER:

Kim Crandell, Administrator
Print Name & Title of Agency Representative
Boulder City Hospital
901 Adams Blvd.
Boulder City, NV 89005

TO CITY:

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

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

CITY OF LAS VEGAS

By: Louis Amell
Louis Amell, Communications Chief

APPROVED AS TO FORM:

Daniel Still
Daniel Still, Deputy City Attorney

Attest:

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

8-4-04
Date

BOULDER CITY HOSPITAL

By: Kim Crandell
CEO Signature

7/19/04
Date

Kim Crandell
Print Name

APPENDIX "A"

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

Description	Cost
Annual SNACC Per Radio User Fee Assessment¹	\$189.00 per radio

¹ The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws (NRS 241.020).

APPENDIX "B"

**BOULDER CITY HOSPITAL
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION**

Quantity	Description of Facility	Primary Address of Facility ²
1	Emergency Department	901 Adams Blvd. Las Vegas, NV 89005
1	Total	

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the Las Vegas Metropolitan Police Department for the transfer of U.S. Department of Homeland Security grant funds to support the Metro Volunteer Program - 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 Las Vegas Metropolitan Police Department will facilitate the transfer of \$56,643 in reimbursement funds from the City to Metro to support the Metro Volunteer Program (MVP). These funds are from the FY2004 U.S. Department of Homeland Security Citizen Corps Program grant.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND LAS VEGAS METROPOLITAN POLICE DEPARTMENT**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with the Nevada Division of Emergency Management (hereinafter "NDEM") for participation in the **FFY-04 HOMELAND SECURITY CITIZEN CORPS PROGRAM** (hereinafter "Program"); and,

WHEREAS, the **LAS VEGAS METROPOLITAN POLICE DEPARTMENT** (hereinafter "Subrecipient"), a unit of local government, is a committed participant in the Program and funds totaling \$56,643.00 are designated within the City grant to support the Subrecipient's Metro Volunteer Program (MVP); and,

WHEREAS, the objective of this Agreement is to facilitate the pass-through of the designated funds from City to the Subrecipient. Such funds are defined in Exhibit "A" "Schedule of Metro Volunteer Program Funds"; and,

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

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

1. Both parties understand and agree that federal funding provided through the FFY-04 HOMELAND SECURITY CITIZEN CORPS PROGRAM is provided via NDEM on a reimbursement basis and such reimbursement is contingent upon subrecipient's adherence to all applicable federal and state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the Metro Volunteer Program as identified in Exhibit "A" "Schedule of Metro Volunteer Program Funds", attached hereto and incorporated herein as if fully set forth.
2. All assets acquired by the Subrecipeint with the transferred funds are the permanent property of Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all assets; and, Subrecipient shall assume audit accountability of all assets and transferred funds.
3. Subrecipient will provide City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" "City of Las Vegas Program Assurances."
4. Regardless of any termination of this Agreement, Subrecipient shall comply with all state and federal laws and regulations associated with the receipt of funds through the Program.
6. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by NDEM.

7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **June 2, 2005**. An extension request must be requested no less than 30 days prior to this deadline. Approval or denial is contingent upon extension of the grant performance period determined by NDEM.
 - b. By either party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the funding set forth in Exhibit "A", at its sole discretion City will increase the aforesaid funding, and Subrecipient agrees that if such augmentation of the funding occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Exhibit "A".
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any of the provisions of this Agreement.
11. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

Las Vegas Metropolitan Police Department
Metro Volunteer Program (MVP) Coordinator
400 Stewart Street
Las Vegas, NV 89101-2986

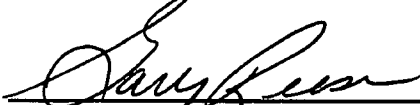
TO CITY:

Las Vegas Office of Emergency Management
Fire & Rescue Headquarters
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this 18
day of August, 2004, and their authorized officers have affixed their
names hereto.

CITY OF LAS VEGAS

By:


Oscar B. Goodman, Mayor

Date

8/19/04

APPROVED AS TO FORM:


Daniel Still, Deputy City Attorney

Date

7-9-04

ATTEST:

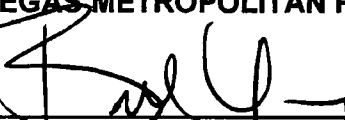

Barbara Jo Ronemus, City Clerk

Date

8/18/04

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By:


Bill Young, Sheriff

Date

8-2-04

APPROVED AS TO FORM:


Mitchell Cohen, Deputy District Attorney

Date

7/12/04

ATTEST:


Annamarie Robinson, Secretary
Fiscal Affairs Committee

Date

8-2-4

EXHIBIT "A"

SCHEDULE OF METRO VOLUNTEER PROGRAM FUNDS

Las Vegas Metropolitan Police Department

DESCRIPTION	TOTAL
Planning and staff expenses	\$ 37,640.00
Training expenses	\$6,803.00
Equipment expenses	\$12,200.00
TOTAL	\$56,643.00

EXHIBIT "B"

CITY OF LAS VEGAS PROGRAM ASSURANCES

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
2. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
3. Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Las Vegas within 15 calendar days of request. Grant closeout is contingent upon NDEM audit and resolution of any discrepancies. Quarterly report submission due dates to the City are scheduled as follows:

September 15, 2004

December 15, 2004

March 15, 2005

June 15, 2005 (Final)

4. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Agreement.
5. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

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

###

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FIRE & RESCUE**DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Spring Valley Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

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

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of August, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **SPRING VALLEY HOSPITAL MEDICAL CENTER**, hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

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

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

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

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

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

SECTION I - DEFINITIONS

- A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.
- B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix "A".
- C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.
- D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.
- E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.
- F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.
- G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.
- H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.
- I. RADIO is defined as any mobile, portable, control station or base station radio.

- J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.
- K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.
- L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.
- M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.
- N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II - PURCHASE, INSTALLATION AND ACTIVATION

- A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.
- B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the

installation and any other technical assistance that may be required to complete the installation.

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

- C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.
- D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III - OPERATIONS AND PROGRAMMING

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

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

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

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

- A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.
- B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.
- C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage

incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V - AUDITS AND REPORTS

- A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.
- B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.
- C. The Secondary User shall not release or otherwise disclose its possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI - ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

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

SECTION VII - TERMINATION BY SECONDARY USERS

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

SECTION VIII - TERMINATION BY THE CITY

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

SECTION IX - INDEMNIFICATION

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

SECTION X - AMBIGUITIES

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

SECTION XI - INTEGRATION AND AMENDMENTS

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

SECTION XII - NOTICES

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

TO SECONDARY USER:

Karla Perez, CEO

Print Name & Title of Agency Representative
Spring Valley Hospital Medical Center
5400 S. Rainbow Blvd.
Las Vegas, NV 89118

TO CITY:

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

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

CITY OF LAS VEGAS

By:

Louis Amell

Louis Amell, Communications Chief

APPROVED AS TO FORM:

Val Steel for 7-22-04

Daniel Still, Deputy City Attorney

Attest:

Barbara Jo Rosenmus

Barbara Jo Rosenmus, City Clerk

8/18/04

Date

SPRING VALLEY HOSPITAL MEDICAL CENTER

By: x

Karla Perez

CEO Signature

7/16/04

Date

Karla Perez

Print Name

APPENDIX "A"**SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE**

Annual SNACC Per Radio User Fee Assessment	
	\$189.00 per radio

¹ The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws (NRS 241.020).

APPENDIX "B"**SPRING VALLEY HOSPITAL MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION**

1	Emergency Department	5400 S. Rainbow Blvd. Las Vegas, NV 89118
1	Total	

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Valley Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT**

THIS AGREEMENT is made and entered into this 18 day of August, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **VALLEY HOSPITAL MEDICAL CENTER**, hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

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

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

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

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

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

SECTION I – DEFINITIONS

- A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.
- B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix “A”.
- C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.
- D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.
- E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.
- F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.
- G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.
- H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.
- I. RADIO is defined as any mobile, portable, control station or base station radio.

- J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.
- K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.
- L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.
- M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.
- N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

- A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.
- B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the

installation and any other technical assistance that may be required to complete the installation.

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

- C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.
- D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

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

- B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.
- B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable polices and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

- A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.
- B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.
- C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage

incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

- A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.
- B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.
- C. The Secondary User shall not release or otherwise disclose it's possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

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

SECTION VII – TERMINATION BY SECONDARY USERS

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

SECTION VIII – TERMINATION BY THE CITY

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

SECTION IX – INDEMNIFICATION

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

SECTION X – AMBIGUITIES

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

SECTION XI – INTEGRATION AND AMENDMENTS

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

SECTION XII – NOTICES

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

TO SECONDARY USER:

GREG BOYER, CEO
Print Name & Title of Agency Representative
Valley Hospital Medical Center
620 Shadow Lane
Las Vegas, NV 89106

TO CITY:

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

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

CITY OF LAS VEGAS

By:

Louis Amell
Louis Amell, Communications Chief

APPROVED AS TO FORM:

Daniel Still
Daniel Still, Deputy City Attorney

Attest:

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

8-4-04
Date

VALLEY HOSPITAL MEDICAL CENTER

By:

GREGORY E. BOYER
CEO Signature

7/29/04
Date

GREGORY E. BOYER
Print Name

APPENDIX "A"

**SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE**

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

¹ The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws (NRS 241.020).

APPENDIX "B"

**VALLEY HOSPITAL MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION**

Quantity	Description of Facility	Primary Address of Facility²
1	Emergency Department	620 Shadow Lane Las Vegas, NV 89106
1	Total	

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of payment for a permanent partial disability award - Claim #WC03120309 - as required under the workers' compensation statutes (\$73,345 - Workers' Compensation Internal Service Fund)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Amount: \$73,345

Dept./Division: Human Resources - Insurance

Funding Source: Workers' Compensation Internal Service Fund

PURPOSE/BACKGROUND:

A firefighter was diagnosed with lung disease after voluntary retirement on 7-9-88. The firefighter has been rated by a state authorized physician who determined that the injury resulted in a 40 percent whole body impairment.

RECOMMENDATION:

Approval of the \$73,345 payment for permanent partial disability award.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Second Supplemental Interlocal Contract #401b - Durango Drive, Westcliff Drive to Vegas Drive between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding (\$3,178,400 - Regional Transportation Commission) - Ward 2 (Wolfson)

Fiscal Impact

☐

No Impact

Amount: \$3,178,400

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract #401b will increase funding for Durango Drive, Westcliff Drive to Vegas Drive. Additional funding is necessary due to an increase in concrete and steel prices. The RTC approved this contract at their July 8, 2004 Board meeting. Total cost of this project shall not exceed \$17,601,400.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract #401b

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
DURANGO DRIVE, WESTCLIFF DRIVE TO VEGAS DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 18 day of August, 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 Durango Drive, Westcliff Drive to Vegas Drive, located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated April 17, 2002, and Supplemental Interlocal dated April 21, 2004 for the design and construction of Durango Drive, Westcliff Drive to Vegas Drive; and

WHEREAS, the CITY requests to increase funding and to receive a revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II - PROJECT COSTS will be revised to read as follows:

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$17,601,400 which includes all of the above items.
2. The CITY will be granted an "Authorization to Proceed" for engineering design at a cost not to exceed \$1,882,400, right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$10,000 and construction at a cost not to exceed \$15,709,000. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

All other terms of the Interlocal Contract dated April 17, 2002 and Supplemental Interlocal Contract dated April 21, 2004 shall remain unchanged.

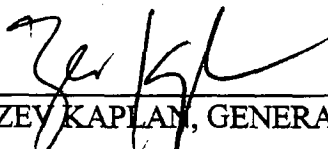
//

//

//

IN WITNESS WHEREOF, this SUPPLEMENTAL INTERLOCAL CONTRACT is
effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

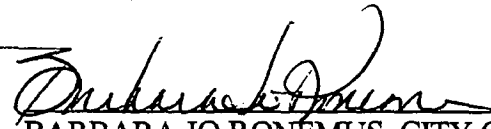

ZEY KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

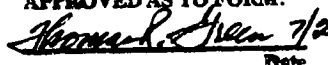
CITY OF LAS VEGAS

8/18/04
ATTEST:

By: 
~~OSCAR B. GORDMAN, MAYOR~~
Gary Reese, Mayor Pro-Tem


BARBARA JO RONEUMUS, CITY CLERK

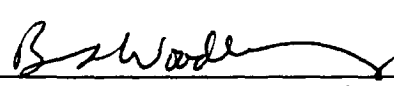
APPROVED AS TO FORM:


Date 7/20/04

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

7.8.04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Supplemental No. 6 Interlocal Contract for Traffic Capacity and Safety Improvements - Fifth Program Year between the City of Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$94,943.50 - Regional Transportation Commission) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$94,943.50

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

Sixth Supplemental Interlocal Contract will increase funding and extend the date of completion for Traffic Capacity and Safety Improvements - Fifth Program Year. Additional funding and time are necessary to complete construction of the project. The RTC approved this contract at their July 8, 2004 Board meeting. Total cost of this project shall not exceed \$1,029,090.07.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 6 Interlocal Contract

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

515

**SUPPLEMENTAL NO. 6 INTERLOCAL CONTRACT FOR
TRAFFIC CAPACITY AND SAFETY IMPROVEMENTS – FIFTH PROGRAM YEAR**

THIS SUPPLEMENTAL AGREEMENT made and entered into this 5th day of October, 2004, by and between the County of Clark, a political subdivision hereinafter called COUNTY, the City of City of Las Vegas, a municipal corporation, hereinafter called CITY, and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, the parties hereto previously entered into an Interlocal Contract dated June 2, 1992, and Supplemental Interlocal Contracts dated April 19, 1994, June 15, 1994, August 15, 1995, October 12, 2000, and February 13, 2003 for the design and construction of a Traffic Capacity and Improvement Project – Fifth Program Year; and,

WHEREAS, the City desires to increase funding and extend the completion date for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project, as follows:

SECTION II - PROJECT COSTS, shall be changed to read as follows:

1. Engineering design, drafting and preparation of contract documents and construction including change orders at a cost not to exceed \$1,029,090.07 except that engineering costs shall be limited to \$127,198.75 plus construction staking.
6. The maximum amount to be funded by the COUNTY pursuant to this Contract shall not exceed the sum of \$1,029,090.07

SECTION III - SPECIAL CONDITIONS, paragraph 7 shall be changed to read as follows:

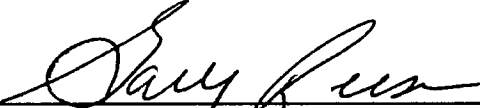
7. In the event items covered herein have not been completed to the satisfaction of the COUNTY prior to July 1, 2006, the COUNTY may, at any time thereafter, terminate the Contract and the CITY agrees to repay all funds advanced therefore.

The remainder of the Interlocal Contract and Supplemental Interlocal Contracts remains unchanged.

Date of Council Action:

CITY OF LAS VEGAS

8/18/04



~~OSCAR B. GOODMAN~~

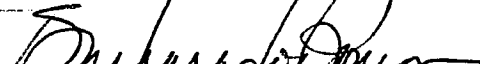
Mayor

Gary Reese, Mayor Pro-Tem

Attest:

APPROVED AS TO FORM:

 7/20/04
Date



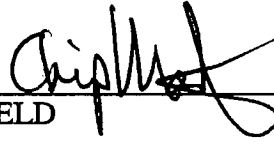
BARBARA JO RONEMUS

City Clerk

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

10/05/04



CHIP MAXFIELD

Chairman

Attest:



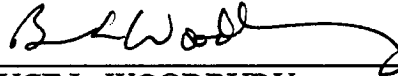
SHIRLEY B. PARRAGUIRRE

County Clerk

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

7.8.04



BRUCE L. WOODBURY

Chairman

Attest:



TONI MICHENER

Executive Assistant

Approved as to Legality and Form:



CHRISTOPHER FIGGINS

Chief Deputy District Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Third Supplemental Interlocal Contract #388c - Alexander/Hualapai, Cheyenne Avenue to Cimarron Road between the City of Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding (\$236,000 - Regional Transportation Commission) - County and Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$236,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

Third Supplemental Interlocal Contract #388c will increase funding for Alexander/Hualapai, Cheyenne Avenue to Cimarron Road. Additional funding is necessary to complete construction of the project. The RTC approved this contract at their July 8, 2004 Board meeting. Total cost of this project shall not exceed \$8,736,700.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract #388c

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT**ALEXANDER/HUALAPAI, CHEYENNE AVENUE TO CIMARRON ROAD**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 5th day of October, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Alexander/Hualapai, Cheyenne Avenue To Cimarron Road located partially within the CITY and partially within Clark County, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 11, 2000 and Supplemental Interlocal Contracts dated March 13, 2003, and April 7, 2004 for the design and construction of Alexander/Hualapai, Cheyenne Avenue to Cimarron Road; and

WHEREAS, the CITY wishes to request additional funding and receive a revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II - PROJECT COSTS shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$8,736,700 which includes all of the above items.
2. The CITY will be granted "Authorization to Proceed" with engineering at a cost not to exceed \$1,241,000 and preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$123,097 acquisition at a cost not to exceed \$1,286,603, and construction at a cost not to exceed \$6,086,000 at the time written Authorization to Proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
3. A written request must be made to the RTC and an additional supplemental Interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

All other terms of the interlocal contract dated October 11, 2001 and supplemental interlocal contracts dated March 13, 2003, and April 7, 2004 shall remain unchanged.

//

//

//

//

//

//

//

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

8/18/04
ATTEST:

By: 
~~OSCAR B. GOODMAN, MAYOR~~
Gary Reese, Mayor Pro-Tem

APPROVED AS TO FORM:


Date 7/20/04

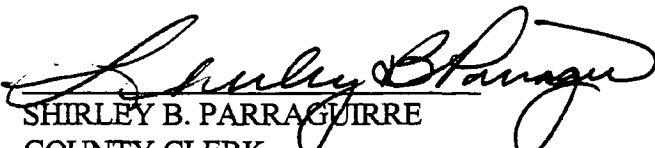

BARBARA JO RONEMUS
CITY CLERK

DATE OF COMMISSION ACTION:

COUNTY OF CLARK

10/05/04
ATTEST:

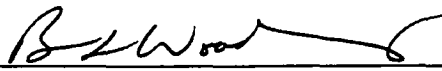
By: 
CHIP MAXFIELD, CHAIRMAN


SHIRLEY B. PARRAGUIRRE
COUNTY CLERK

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

7.8.04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract #479 - Entity Non-Project Specific Expenses between the City of Las Vegas and the Regional Transportation Commission (RTC) to allow for the reimbursement of expenses related to work on RTC issues (\$100,000 - Regional Transportation Commission) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$100,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

Interlocal Contract #479 will provide funding for the reimbursement of non-project specific expenses, by the City of Las Vegas to expedite RTC funded projects and to allow for the reimbursement of expenses related to work on RTC issues that are not attributable to a specific project. The RTC approved this contract at their July 8, 2004 Board meeting. Total cost of the project shall not exceed \$100,000

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #479

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

ENTITY NON-PROJECT SPECIFIC EXPENSES

INTERLOCAL CONTRACT

THIS INTERLOCAL CONTRACT, made and entered into this 18 day of August, 2004 by and between the CITY OF LAS VEGAS, herein referred to as ENTITY 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 contract to enable the ENTITY to be reimbursed the cost of work related to RTC issues that are not attributable to a specific project has been approved; and

WHEREAS, it is desired that the City of Las Vegas utilize this reimbursement to expedite RTC roadway projects.

NOW, THEREFORE, in consideration of the covenants, conditions, and promises of the parties to proceed with the implementation of the RTC reimbursement of non-project specific expenses as it is mutually understood and agreed as follows

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the reimbursement of non-project specific expenses, by the ENTITY, to expedite RTC funded projects and to allow for the reimbursement of expenses related to work on RTC issues that are not attributable to a specific project.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding within the limits specified below:

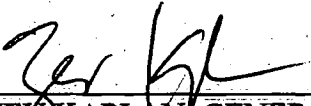
1. The work shall be performed by the ENTITY'S employees for work on RTC issues that are not attributable to a specific project.
2. The fully burdened rate for employee will be considered reimbursable.
3. Copies of time sheets showing the RTC street and highway projects or program development activities must be submitted with each invoice.
4. Employee's expenses for work on non-RTC street and highway activities or issues are not reimbursable.
5. All records pertinent to RTC reimbursable costs are subject to audit at RTC's request.
6. "Authorization to Proceed" for reimbursement described in Section I from the period of July 1, 2004 to June 30, 2005 shall not exceed \$100,000.

7. A new contract and a request for an "Authorization to Proceed" will be required on an annual basis for ENTITY non-project specific expense reimbursement.

SECTION III - GENERAL

1. Typical activities that are included in this program include preparation of agenda items, capital improvements programs, final reports and attendance at RTC meetings.
2. Employment requirements and hiring procedures will be determined by the ENTITY.
3. All costs shall be reimbursed directly to the ENTITY.
4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the reimbursement as hereinabove set forth.

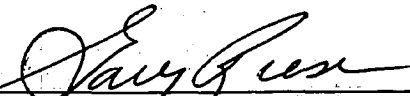
APPROVED AS TO LEGALITY AND FORM:

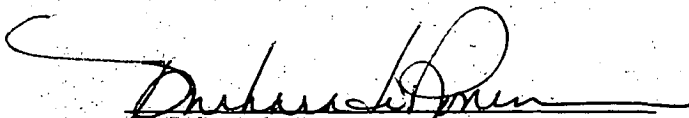

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

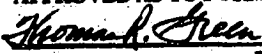
CITY OF LAS VEGAS

8/18/04
ATTEST:

By: 
~~OSCAR B. GOODMAN, MAYOR~~
Gary Reese, Mayor Pro-Tem


BARBARA JO RONEMUS
CITY CLERK

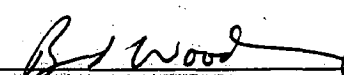
APPROVED AS TO FORM:

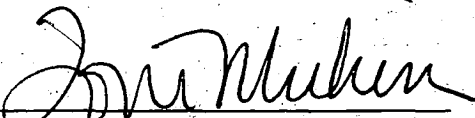

Date 7/20/04

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

7.8.04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

Entity Non-Project Specific FY05.doc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS.10.W.04 - Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase total project funding (\$517,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

Amount: \$517,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract LAS.10.W.04 will provide funding for construction and construction management of the Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive. Additional funding is necessary due to an increase in concrete and steel prices. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting. Total cost of the project shall not exceed \$3,800,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS.10.W.04

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

LONE MOUNTAIN SYSTEM, LONE MOUNTAIN DETENTION BASIN OUTFALL TO DURANGO

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 18th day of July, 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, Structures No. GOLM 0000-0146 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 total 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 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 management at a cost not to exceed \$150,000.
2. Construction at a cost not to exceed \$3,650,000.
3. The total cost of the contract shall not exceed \$3,800,000 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 interlocal contract dated February 12, 2004 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 8, 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:

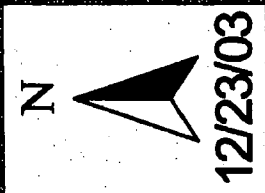
CITY OF LAS VEGAS

8/18/04
ATTEST:

BY: Gary Reese
OSCAR B. GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
Thomas R. Ham 7/20/04
Date



LONE MOUNTAIN

CRAIG

GRAND CANYON

GOLM

0000

DURANGO

EL CAPITAN

GOLM

0049

GILMORE

FORT APACHE

GOLM

0101

ALEXANDER

GOWAN

JENSEN

CHEYENNE

EXHIBIT A

Gowan Lone Mountain System

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Third Supplemental Interlocal Contract LAS.16.D.01 Ann Road, Allen Lane to Rancho Drive 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 Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Third Supplemental Interlocal Contract LAS.16.D.01 will extend the date of completion for the Ann Road, Allen Lane to Rancho Drive project. Additional time is necessary to complete any construction conflicts. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS.16.D.01

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF
ANN ROAD – ALLEN LANE TO RANCHO DRIVE**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 10th day of July 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 and 2002 Master Plan Updates, as Structure Nos. ANWE 0031, 0076, 0082, 0127, 0157, 0177, 0232, 0245, 0279, 0290, 0327, 0371, and 0385 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 May 17, 2001, the Board approved the PROJECT and set a priority for Entity Advance funding; and

WHEREAS, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction on June 14, 2001, first supplemental interlocal contract to reduce funding on May 16, 2002 and second supplemental interlocal contract to change the funding source from the City to the District on August 14, 2003; 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

WHEREAS, the CITY desires to extend the completion date; 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 III – GENERAL, paragraph 15 shall be changed to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated June 14, 2001 and Supplemental Interlocal Contracts dated May 16, 2002, and August 14, 2003 shall remain unchanged.

In WITNESS WHEREOF, this Third Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date Of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 8, 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

8/18/04
ATTEST

BY: Gary Reese
OSCAR B. GOODMAN, MAYOR
Gary Reese, Mayor Pro-Tem

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

Thomas R. Green 7/20/04
DEPUTY CITY ATTORNEY



TENAYA

JONES

DECATUR

ALLEN

ANWE
0371

ANWE
0157

ANWE
0290

ANWE
0245

ANWE
0082

ANWE
0031

ANWE
0385

ANWE
0327

ANWE
0177

ANWE
0127

ANWE
0279

ANWE
0232

ANWE
0076

ANN

**ANN ROAD - ALLEN LANE
TO RANCHO DRIVE
EXHIBIT A**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS.16.A.98 - Ann Road Channel West - Allen Lane to Rancho Drive 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 Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract LAS.16.A.98 will extend the date of completion for Ann Road Channel West - Allen Lane to Rancho Drive. Additional time is necessary to complete any construction conflicts. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS.16.A.98

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
ANN ROAD CHANNEL WEST – ALLEN LANE TO RANCHO DRIVE

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 18th day of July/Aug, 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 ANWE 0000, 0100, 0200, 0201, 0265, 0266, 0360, 0361, and RCHO 0000, 0003, 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 ANWE 0031 through 0385; 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 on October 8, 1998 and supplemented July 13, 2000, April 12, 2001, and June 13, 2002 between the DISTRICT and the CITY; and

WHEREAS, the CITY desires 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 the following:

SECTION III – GENERAL, paragraph 15 is amended to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 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 October 8, 1998, first Supplemental Interlocal Contract dated July 13, 2000 Supplemental Interlocal Contracts dated April 12, 2001, and June 13, 2002 shall remain the same.

IN WITNESS WHEREOF, this FOURTH SUPPLEMENTAL INTERLOCAL
CONTRACT is hereby executed as of the date first set forth above.

DATE OF DISTRICT ACTION:

July 8, 2004
ATTEST

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Approved as to Form:

Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

8/18/04
ATTEST

Barbara Jo Ronemus
BARBARA JO RONEMUS
City Clerk

CITY OF LAS VEGAS

BY: Gary Reese
OSCAR B. GOODMAN, MAYOR

Gary Reese, Mayor Pro-Tem

APPROVED AS TO FORM:

Thomas R. Green 7/20/04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract LAS.16.E.04 - Rancho Detention Basin Phase II between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCF) for the design associated with the Rancho Detention Basin Phase II (\$52,364 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$52,364

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CCRFCF

PURPOSE/BACKGROUND:

Interlocal Contract LAS.16.E.04 applies to design associated with the Rancho Detention Basin Phase II. The basic improvements shall consist of completion of the embankment and spillway for the detention basin. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting. Total cost of the project shall not exceed \$52,364.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS.16.E.04

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

INTERLOCAL CONTRACT

RANCHO DETENTION BASIN PHASE II

THIS INTERLOCAL CONTRACT made and entered into as of the 18th day of August, 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. RCHO 0062 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 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 I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to design associated with the Rancho Detention Basin Phase II. The basic improvements shall consist of completion of the embankment and spillway for the detention basin. 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. The engineering and design shall not exceed \$52,364.

2. The total cost of the contract shall not exceed \$52,364 which includes all of the items described in paragraph one above.
3. 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.
4. 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.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The award of bid for this PROJECT shall occur no later than four (4) months after the construction contract execution date. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. 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 the 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 the 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 the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. 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 electric format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. 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.
14. The CITY will indemnify, defend and hold harmless the District, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which result from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the use of flood control facilities for any use including but not limited to recreational activities.
15. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
16. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*

Date of District Action:

July 8, 2004
ATTEST:

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

8/18/04
ATTEST:

BY: Gary Reese
~~OSCAR B. GOODMAN, Mayor~~
Gary Reese, Mayor Pro-Tem

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
Thomas R. Grant 7/20/04
Date

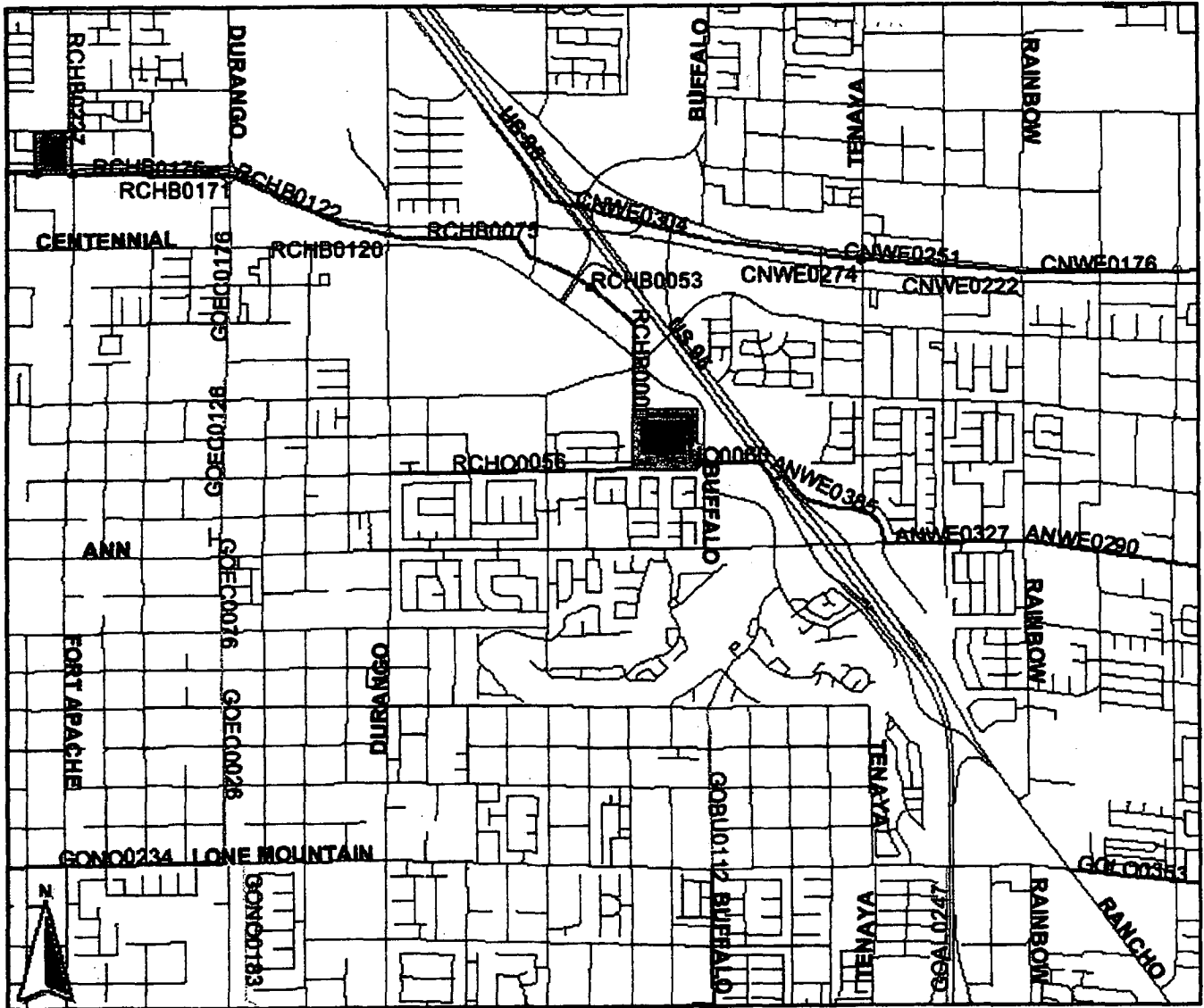


Exhibit A
Rancho Detention Basin Phase II
RCHO 0062

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract LAS.16.F.04 - Rancho Road System (El Campo Grande Storm Drain) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design associated with the Rancho Road System (El Campo Grande Storm Drain) (\$175,800 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$175,800

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CCRFCD

PURPOSE/BACKGROUND:

Interlocal Contract LAS.16.F.04 applies to design associated with the Rancho Road System (El Campo Grande Storm Drain). The basic improvements shall consist of completion of a 60" storm drain in El Campo Grande from Durango Drive to the Rancho Detention Basin. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting. Total cost of the project shall not exceed \$175,800.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS.16.F.04

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52:

APPROVED under separate action (see individual item)

Item 58:

STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

INTERLOCAL CONTRACT

RANCHO ROAD SYSTEM (EL CAMPO GRANDE STORM DRAIN)

THIS INTERLOCAL CONTRACT made and entered into as of the 18th day of August, 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. RCHO 0056 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 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 I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to design associated with the Rancho Detention Basin Phase II. The basic improvements shall consist of completion of a 60" storm drain in El Campo Grande from Durango to the Rancho Detention Basin. 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. The engineering and design shall not exceed \$175,800.

2. The total cost of the contract shall not exceed \$175,800 which includes all of the items described in paragraph one above.
3. 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.
4. 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.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The award of bid for this PROJECT shall occur no later than four (4) months after the construction contract execution date. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. 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 the 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 the 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 the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. 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 electric format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. 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.
14. The CITY will indemnify, defend and hold harmless the District, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which result from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the use of flood control facilities for any use including but not limited to recreational activities.
15. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
16. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*
*

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 8, 2004
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

8/18/04
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
Thomas R. Hill 7/20/04
Date

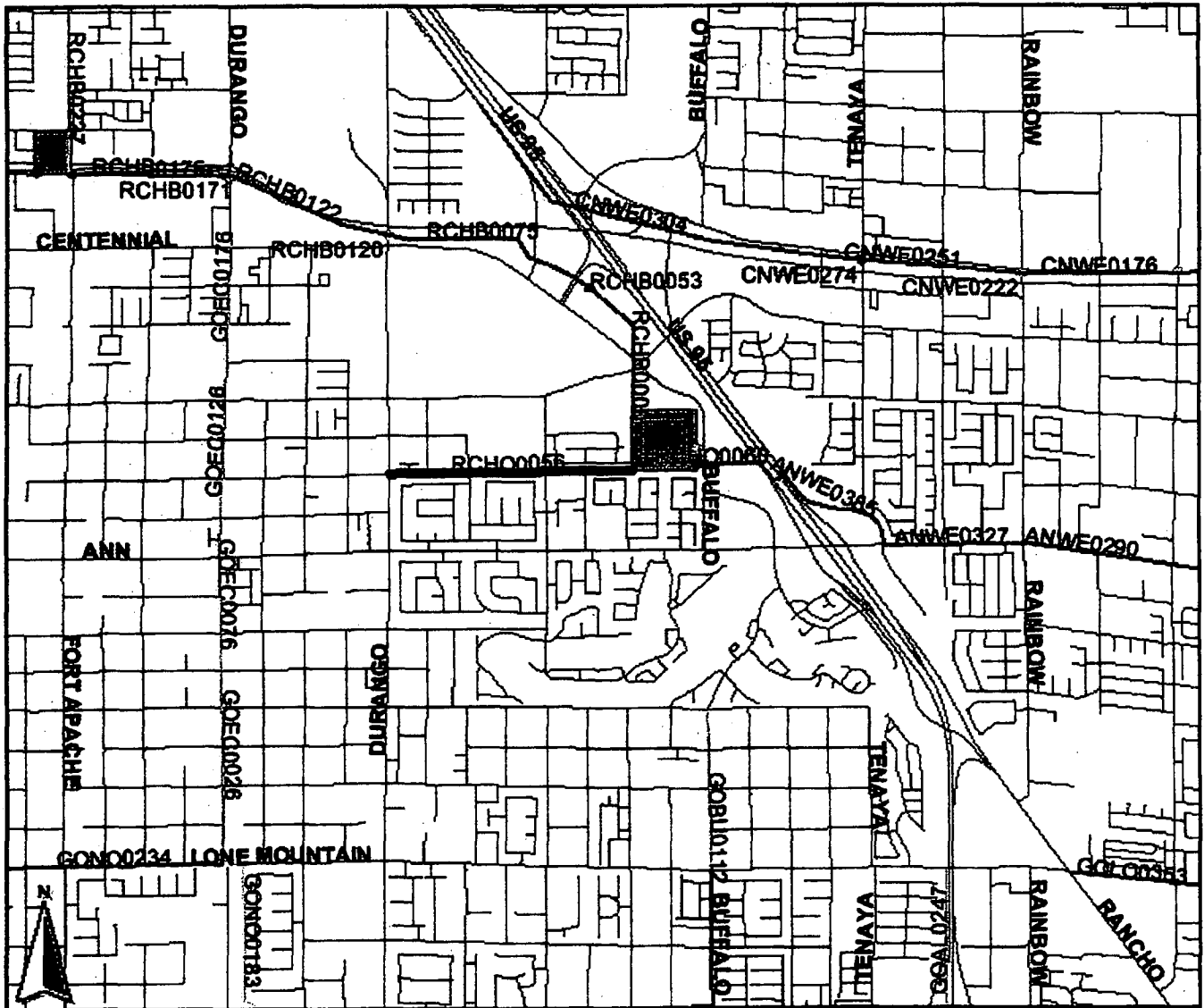


Exhibit A
Rancho Road System (El Campo Grande Storm Drain)
RCHO 0056

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Second 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 (CCRFCD) to extend the award of bid date - Wards 1 and 2 (Moncrief and Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract LAS.09.T.04 will extend the award of bid date for Freeway Channel, Charleston Lateral. Additional time is necessary due to a delay with the Nevada Department of Transportation permit. The Clark County Regional Flood Control District approved this contract at their July 8, 2004 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS.09.T.04

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

FREEWAY CHANNEL, CHARLESTON LATERAL

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 18th day of July, 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, 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 extend the award of bid date; 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 and Supplemental Interlocal Contract dated May 20, 2004 as follows:

SECTION III- GENERAL shall be changed to read as follows:

SECTION III - GENERAL

2. The award of bid for this PROJECT shall occur no later than December 1, 2004. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. 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.

The remainder of the original Interlocal Contract dated February 12, 2004, and Supplemental Interlocal Contract dated May 20, 2004 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 8, 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

8/18/04
ATTEST:

BY: Gary Reese
OSCAR B. GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Thommas H. Huer 7/29/04
Date

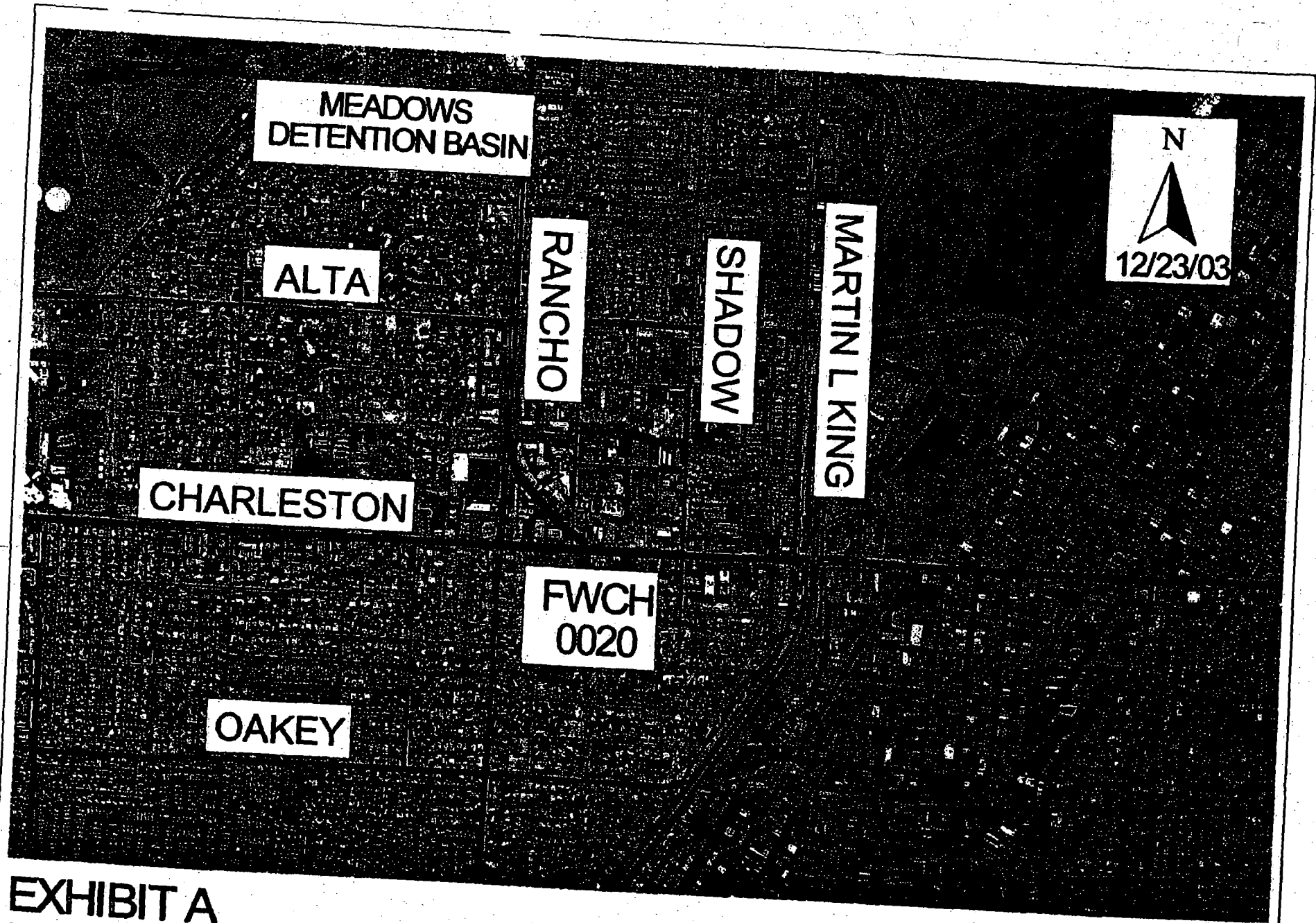


EXHIBIT A
Freeway Channel - Charleston Lateral

P:\00Depot\Engineering_Planning\Flood\Avonlea\CCRFCD\Freeway Channel - Charleston Lateral\Exhibit a

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Cherng Family Trust, owner (northeast corner of Lamb Boulevard and Bonanza Road) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of landscaping at the northeast corner of Lamb Boulevard and Bonanza Road consisting of shrubs, ground cover and an irrigation system for a proposed Panda Express restaurant. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northeast corner of Lamb Boulevard and Bonanza Road)
2. Copy of Encroachment Exhibit "B" (typical section and vicinity map)

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

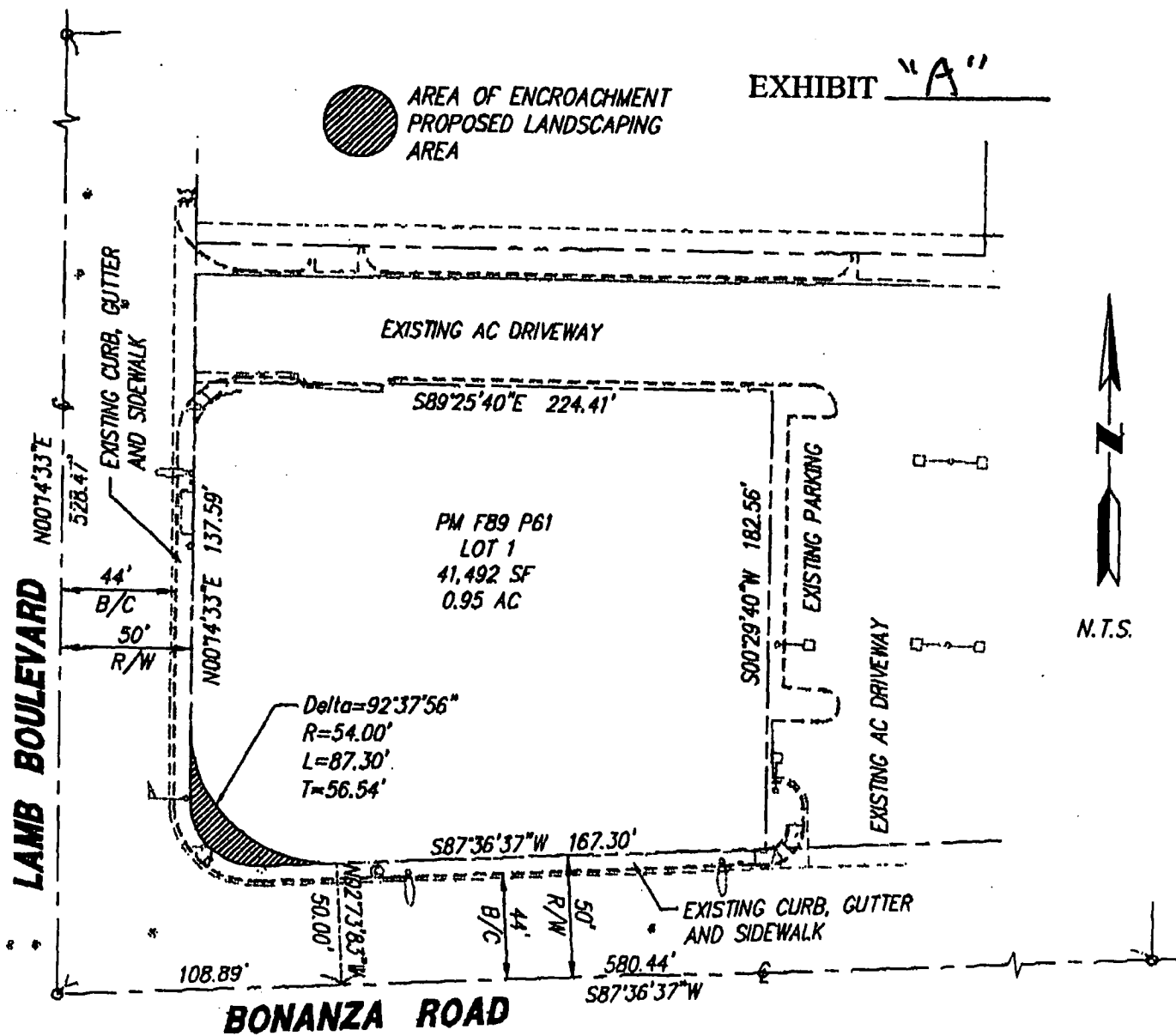
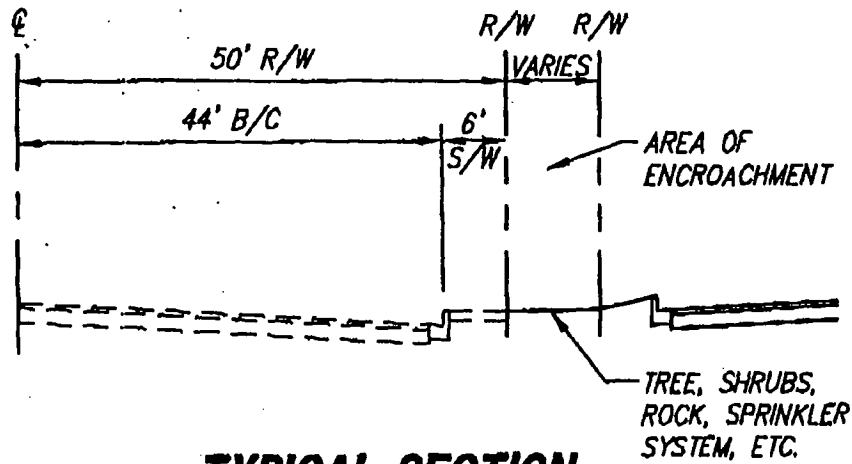
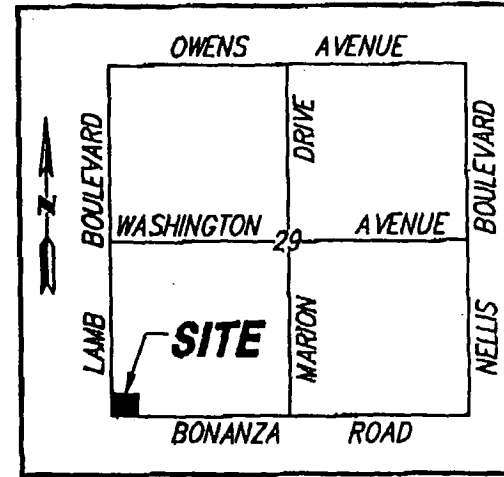


EXHIBIT "B"



TYPICAL SECTION
N.T.S.



VICINITY MAP

SECTION 29
T.20S., R.62E., M.D.M.
CLARK COUNTY, NEVADA

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Astoria Northwest 40, LLC, owner (northeast corner of Farm Road and Fort Apache Road) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of landscaping on the north side of Farm Road east of Fort Apache Road, the medians of Farm Road east of Fort Apache Road, the east side of Fort Apache Road between Farm Road and Gilcrease Avenue and on the south side of Gilcrease between Fort Apache and Oso Blanca Road consisting of landscaping and irrigation to meet Town Center Landscaping Requirements for the proposed Astoria at Town Center North subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Farm Road)
2. Copy of Encroachment Exhibit "B" (Farm Road)
3. Copy of Encroachment Exhibit "C" (northeast corner of Farm Road and Fort Apache Road)
4. Copy of Encroachment Exhibit "D" (southeast corner of Fort Apache Road and Gilcrease Avenue)
5. Copy of Encroachment Exhibit "E" (Gilcrease Avenue)

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

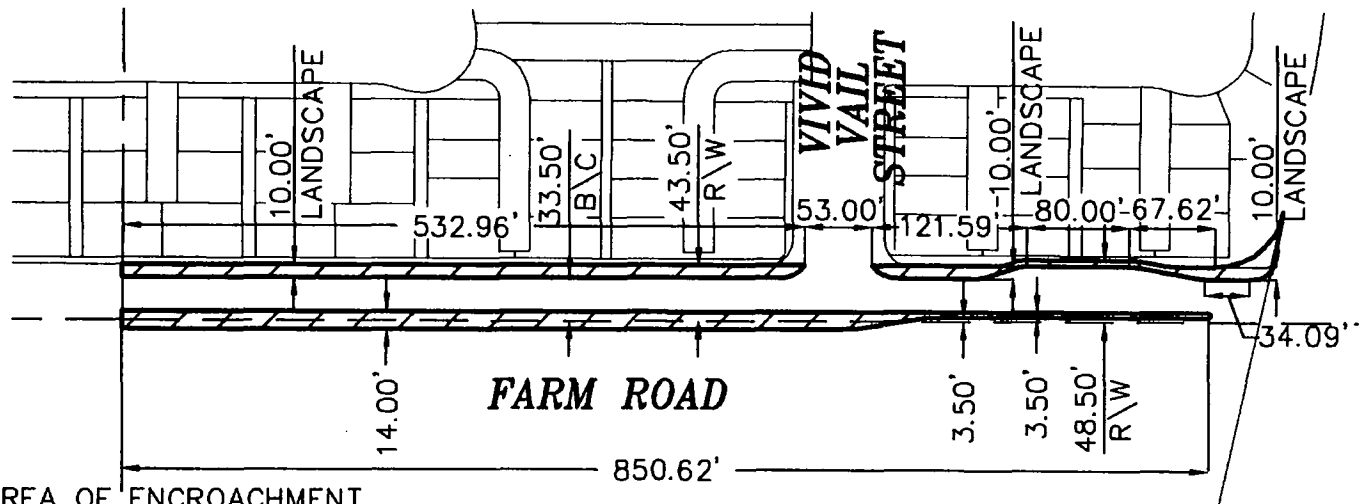
Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

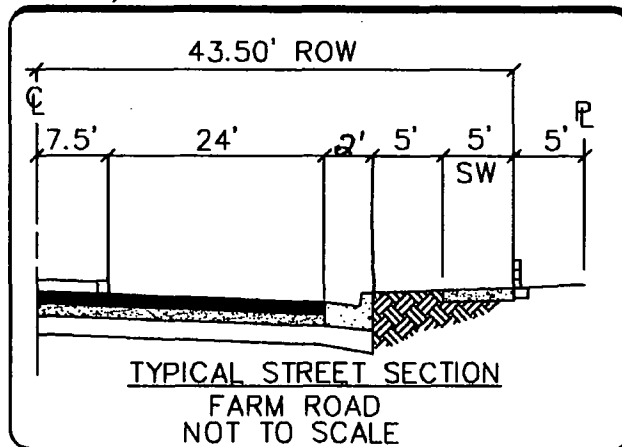
(9:28 – 9:30)

1-758

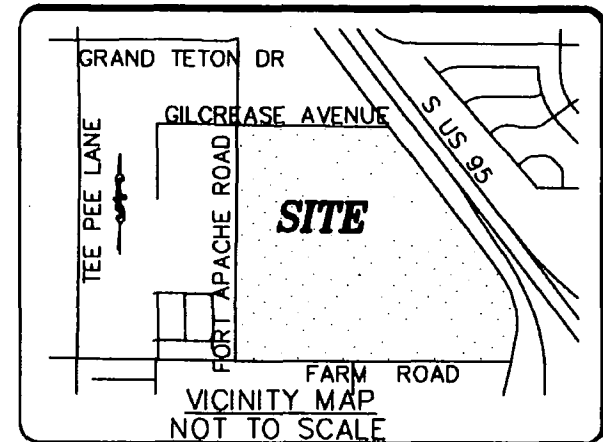


AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
(17,223 SQUARE FEET)

EXHIBIT "A"



TYPICAL STREET SECTION
FARM ROAD
NOT TO SCALE

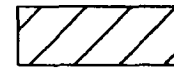
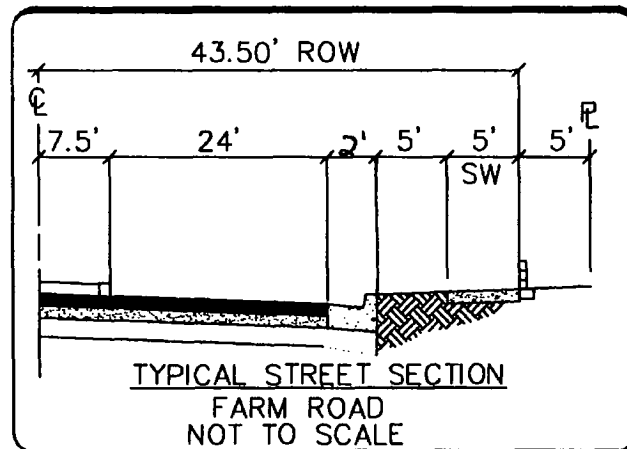
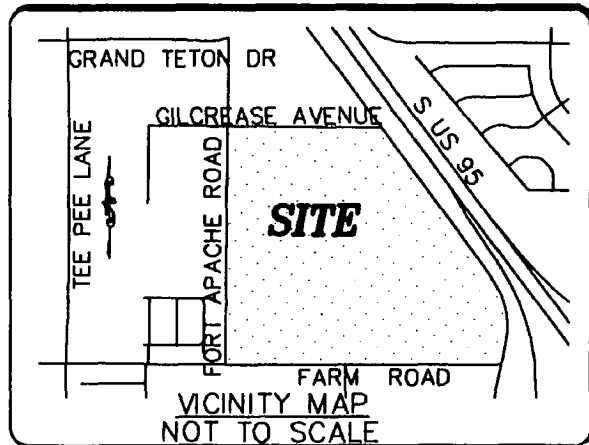


G:\6049\6049SRVY.DWG (ENCCHMT)



EXHIBIT FOR ENCROACHMENT AGREEMENT FARM ROAD

W.O.#: 6049
DATE: 06/30/04
BY: SP
SCALE: NONE
SHEET 1 OF 5



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
(4,468 SQUARE FEET)

TAPESTRY PARK STREET

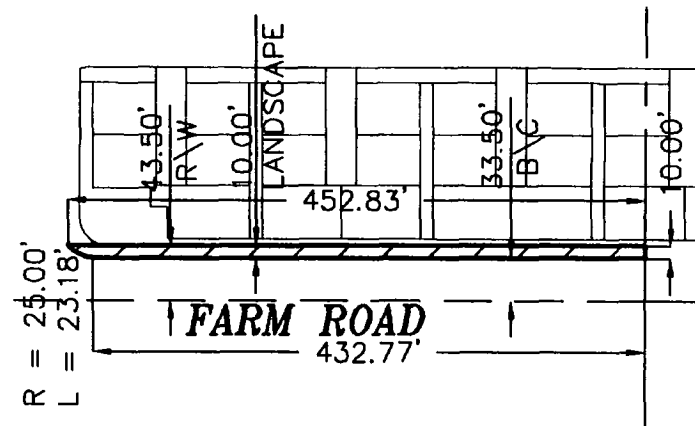


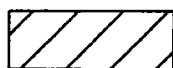
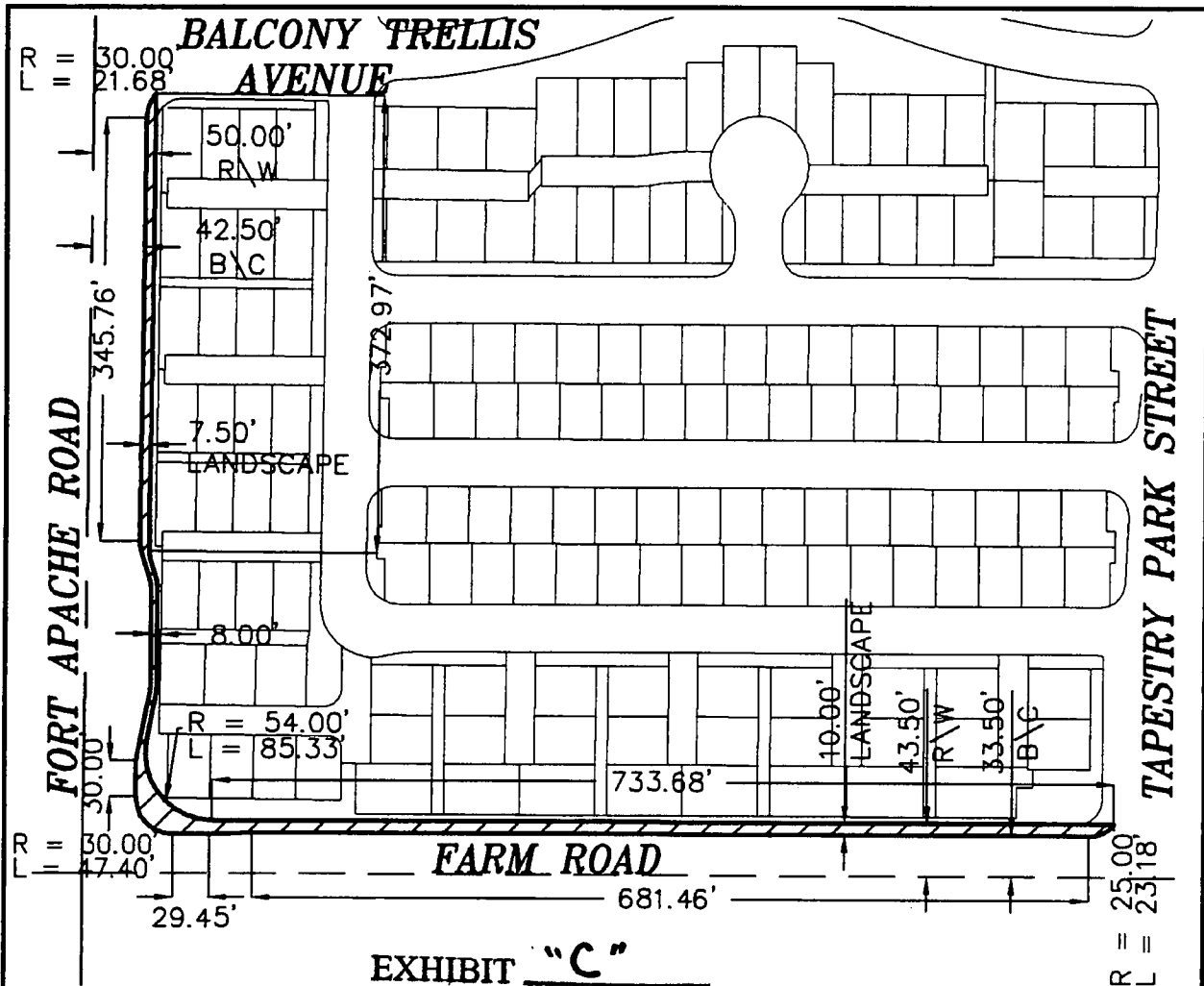
EXHIBIT "B"

G:\6049\6049SRVY.DWG (ENCROCHMT)

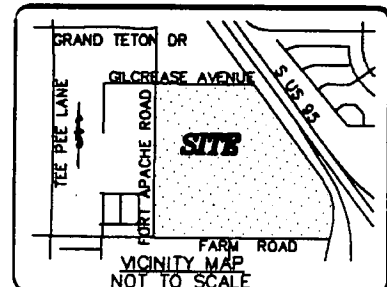
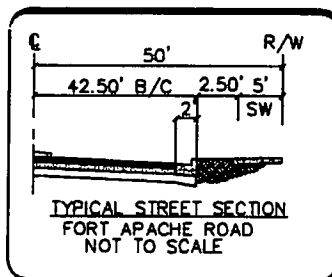
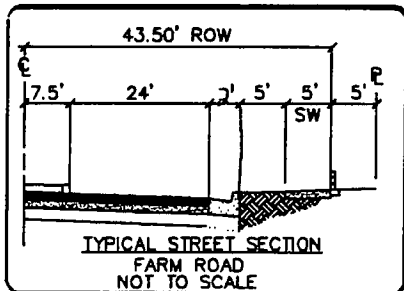


EXHIBIT FOR ENCROACHMENT
AGREEMENT
FARM ROAD

W.O.#: 6049
DATE: 06/30/04
BY: SP
SCALE: NONE
SHEET 2 OF 5



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
(12,467 SQUARE FEET)



G:\6049\6049SRVY.DWG (ENCROCHMENT)

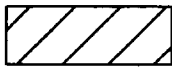
VTR nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO FOR
ENCROACHMENT
AGREEMENT**

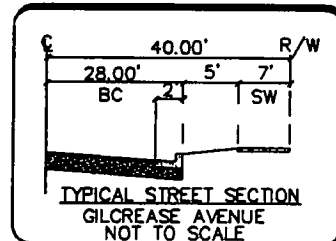
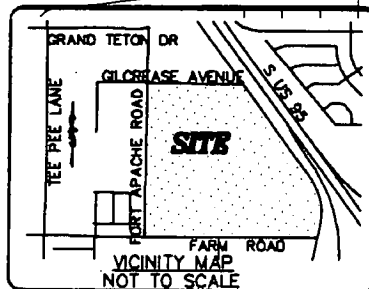
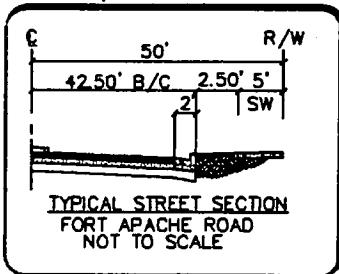
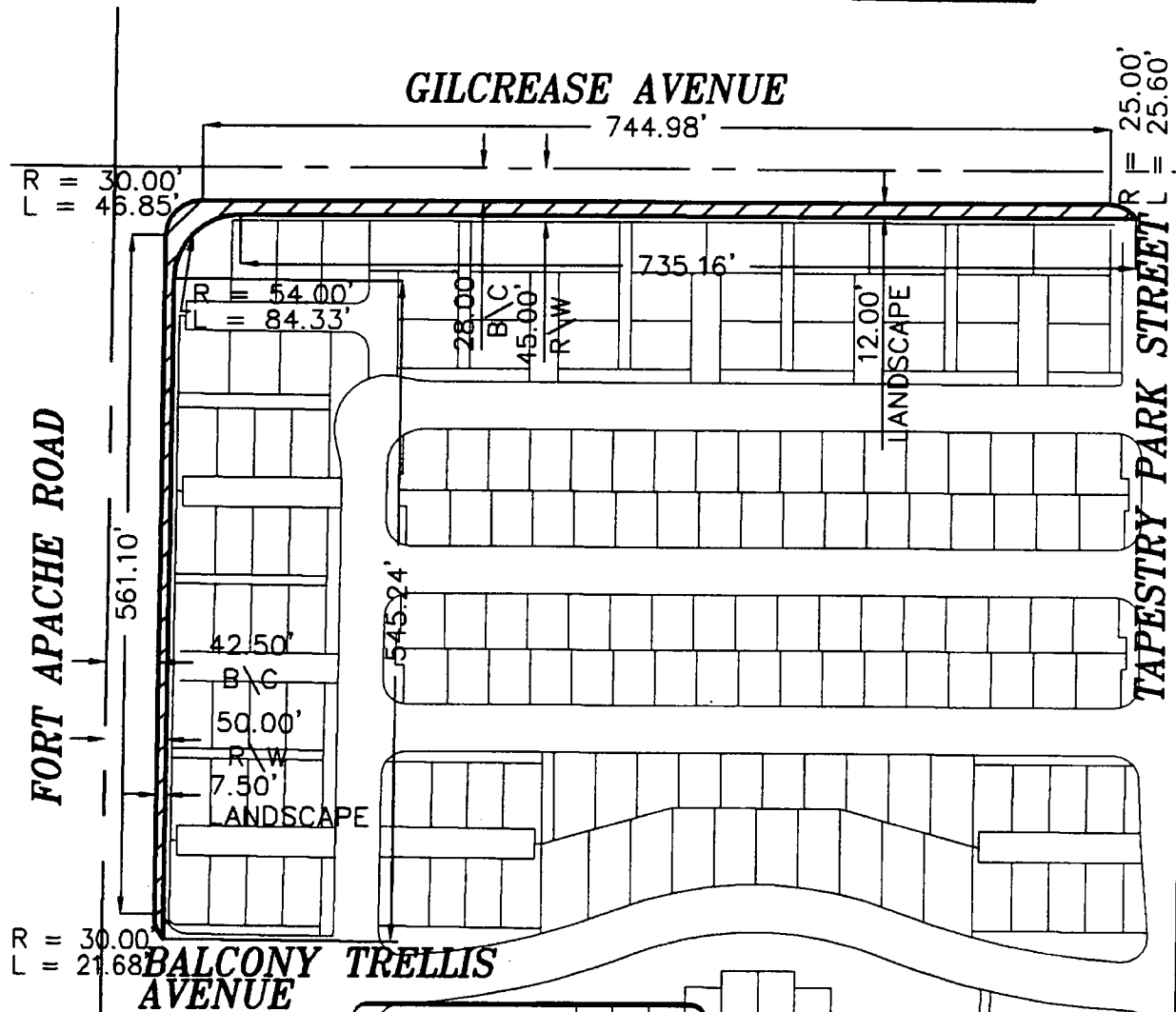
**FARM ROAD AND
FORT APACHE ROAD**

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	6049
DRAWN BY:	SP
DATE:	06/30/04
SHEET	3 OF 5

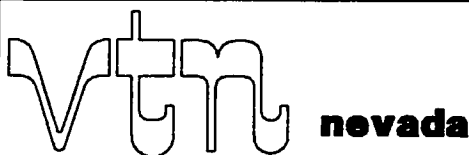


AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
(14,345 SQUARE FEET)

EXHIBIT "D"



G:\6049\6049SRVY.DWG



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT FOR
ENCROACHMENT
AGREEMENT

FORT APACHE ROAD AND
GILCREASE AVENUE

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		8049
DRAWN BY:		SP
DATE:		06/30/04
SHEET		4 OF 5

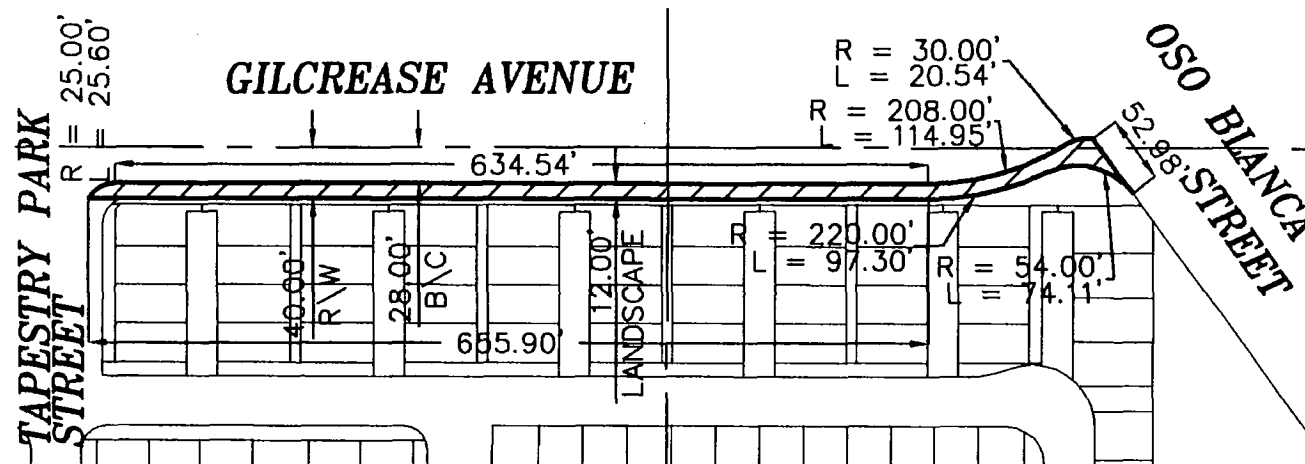
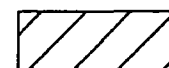
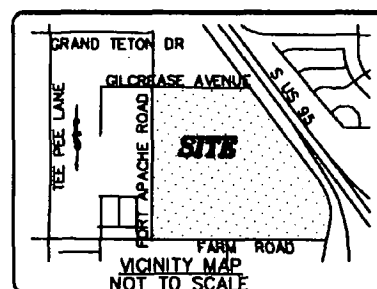
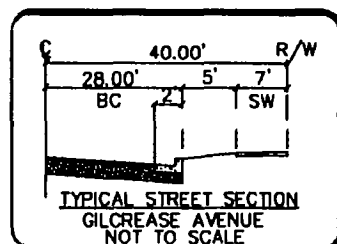


EXHIBIT "E"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
(9,848 SQUARE FEET)

G:\6049\6049SRVY.DWG (ENCCHMT)



EXHIBIT FOR ENCROACHMENT AGREEMENT GILCREASE AVENUE

W.O.#: 6049
DATE: 06/30/04
BY: SP
SCALE: NONE
SHEET 5 OF 5

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Taney Engineering, Incorporated, on behalf of Bright Angel Church of Christ, owner (northeast corner of Bright Angel Way and Riley Street) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/City Engineer

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 5' wide area of landscaping on the north side of Bright Angel Way extending approximately 441' eastward from Riley Street consisting of shrubs, crushed rock ground cover and an irrigation system for the Bright Angel Church of Christ. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment "A" (legal description of location)
2. Copy of Encroachment "B" (northeast corner of Bright Angel Way and Riley Street)

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

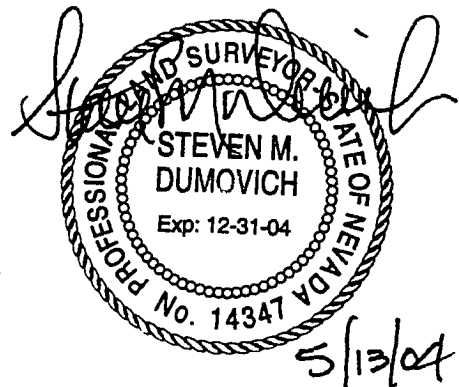
EXHIBIT "A"

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 5.00 FEET OF THE SOUTH 30.00 FEET OF THE WEST 440.84 FEET OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29

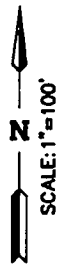
SAID PARCEL CONTAINS 2,205 SQUARE FEET, MORE OR LESS.

PURPOSE:	5 FOOT STRIP DESCRIPTION
PREPARED BY:	SMD
JOB NAME:	BRIGHT ANGEL CHURCH
JOB NUMBER:	SWS-03-003
GOVERNING ENTITY:	CITY OF LAS VEGAS
FILE NAME:	5 FT STRIP.DOC



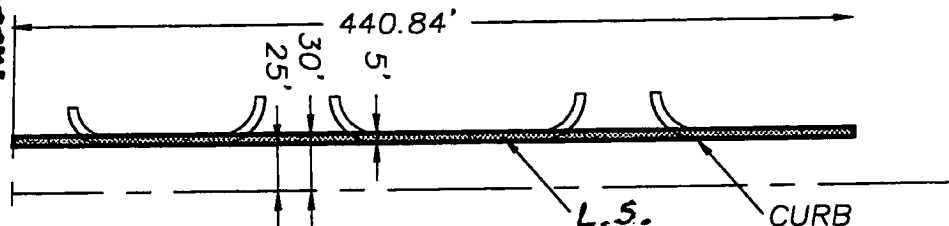
APN: 125-29-601-019

EXHIBIT "B"



PORTION OF THE SOUTH HALF
OF THE NORTHEAST QUARTER
OF SECTION 29, TOWNSHIP 19
SOUTH, RANGE 60 EAST, M.D.M.

RILEY STREET



BRIGHT ANGEL WAY

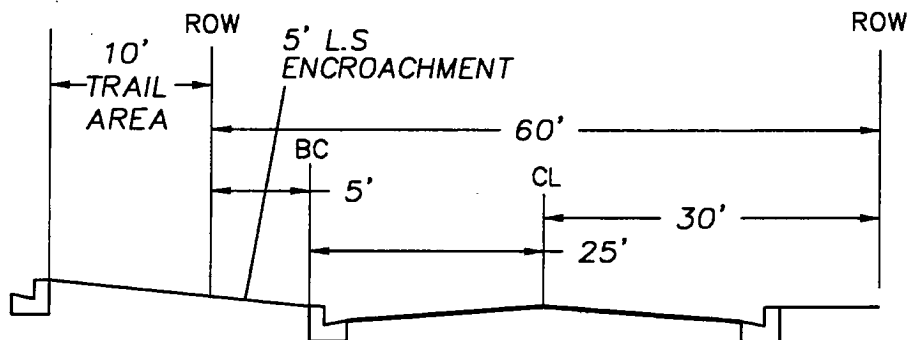
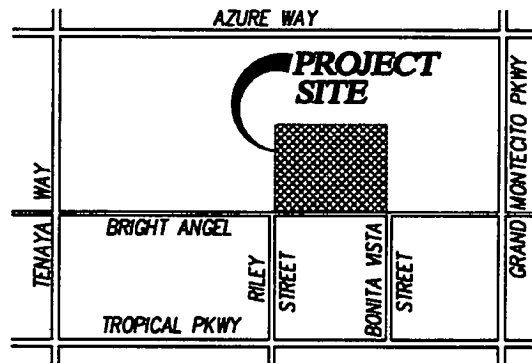


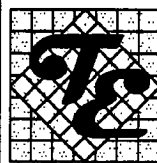
FIGURE: NA

CHECK BY: SD

DATE: 05.13.04

DRAWN BY: SD

EXHIBIT TO
ACCOMPANY
LEGAL
DESCRIPTION



TANEY ENGINEERING
4445 S. JONES BLVD. SUITE #1
LAS VEGAS, NV 89103
(702) 362-8844 FAX: (702) 362-5233

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Rob Gurdison on behalf of Stephen M. Wold and Brian K. Iriye, owners (Pinto Lane between Tonopah Drive and Rose Street) - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of three 5' by 5' tree gates on the south side of Pinto Lane adjacent to the property to meet City of Las Vegas Medical District Plan landscaping requirements for the proposed CMFM Medical Office Building. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Pinto Lane)

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

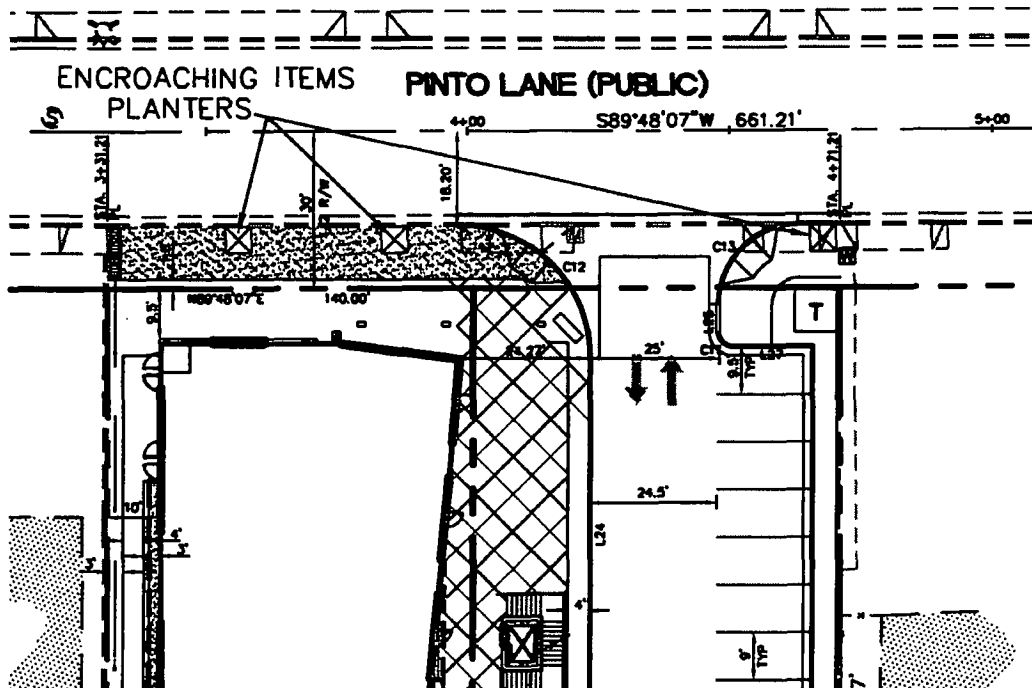
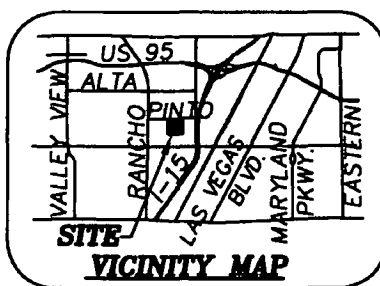
Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758



CMFM Medical Office Building
2011 Pinto Lane
Date 6/25/04
Project # 02970363.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a First Amendment to Professional Services Agreement with G.C. Wallace, Inc., for the design of Durango Drive from Westcliff to Vegas Drive (\$89,200 - Regional Transportation Commission) - Ward 2 (Wolfson)

Fiscal Impact

☐

No Impact

Amount: \$89,200

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

This amendment is needed to include additional design services and construction phase support services during the completion of the construction phase of this project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Amendment to Professional Services Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR DURANGO DRIVE FROM WESTCLIFF TO VEGAS DRIVE**

THIS FIRST AMENDMENT made and entered into as of the 18 day of August, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY") and G.C. WALLACE, INC. (herein the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated January 22, 2003 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design of Durango Drive from Westcliff to Vegas Drive including a new overpass and half-interchange at Summerlin Parkway more fully described therein (herein the "PROJECT"); and

WHEREAS, the CITY desires to expand the scope of the PROJECT to include additional design services and construction phase support services during the completion of the construction phase of the PROJECT, and other related additional engineering services not included in the original scope of the PROJECT;

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section Seven, Compensation and Terms of Payment, Paragraph 7.01 of the AGREEMENT is hereby amended to change the amount referenced therein as the amount set aside as the total Appropriation for the performance of the AGREEMENT from \$674,000.00 to \$763,200.00.

2. Section Seven, Compensation and Terms of Payment, Paragraph 7.03 of the AGREEMENT is hereby amended to change the amount referenced therein for Compensation: Additional Services of the CONSULTANT from \$ 75,000.00 to \$ 164,200.00.

3. Insert new Contract Amendment- Exhibit A-2 Proposal, Exhibit C-2 Manhour Estimates, Exhibit D-2 Cost Derivation & Fee Schedule, Exhibit E-2 General Performance Schedule, and Exhibit G-2 Disclosure of Principals, all as attached hereto.

...

...

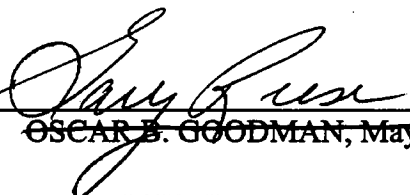
...

...

...

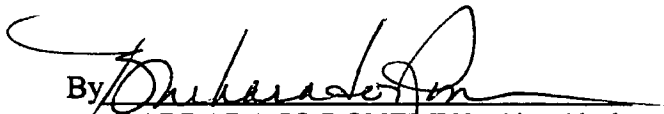
IN WITNESS WHEREOF, the parties have caused this First Amendment to the original AGREEMENT to be executed the day and year first above written.

CITY OF LAS VEGAS

By 
~~OSCAR B. GOODMAN, Mayor~~

"CITY"
Gary Reese, Mayor Pro-Tem

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  7/27/04
Thomas H. Green Date
Deputy CITY Attorney

G.C. WALLACE, INC.

By 
SCOTT PLUMMER, Vice President

"CONSULTANT"

**FIRST AMENDMENT
EXHIBITS**

Exhibit "A-2"	Contract Amendment Proposal
Exhibit "B-2"	Not Used
Exhibit "C-2"	Contract Amendment Manhour Estimate
Exhibit "D-2"	Contract Amendment Cost Derivation and Fee Schedule
Exhibit "E-2"	Contract Amendment General Performance Schedule
Exhibit "F-2"	Not Used
Exhibit "G-2"	Contract Amendment Disclosure of Principals

**Durango Drive Improvement Project
Westcliff Drive to Vegas Drive**

Exhibit A-2

Contract Amendment Proposal

Task 1 Right-of-Way Exhibits and Legal Descriptions

The Consultant shall prepare draft right-of-way exhibits and legal descriptions for the following:

- Additional right-of-way for eastbound to southbound right-turn lane on Vegas Drive at Durango Drive.
- Additional right-of-way for Durango Drive loop on-ramp to eastbound Summerlin Parkway.
- Additional right-of-way for Durango Drive off-ramp for westbound Summerlin Parkway.
- Vacation of excess right-of-way near the northwest quadrant of the Buffalo Drive/Summerlin Parkway interchange.

Consultant shall address City comments and prepare final exhibits and legal descriptions.

Lump Sum Fee: \$4,200.

Task 2 Quilite Panel Revisions

Consultant shall revise plans and specifications for a Bid Addendum to incorporate 4.5 vertical feet of "Quilite" panels on all screen walls in excess of 12 feet in height, and 3 vertical feet of Quilite panels on all screen wall in excess of 10 feet in height. Revisions shall include coordination with manufacturer, and necessary details and calculations.

Lump Sum Fee: \$6,000.

Task 3 Shop Drawing Review

The Consultant shall review and advise the City as to the conformance of Project shop drawings and other Contractor submittals to the Plans and Specifications for the Durango Drive Bridge at the Summerlin Parkway, the pre-cast pedestrian tunnel and related items, overhead sign structures, and electrical and traffic signal work. Structural shop drawings to be reviewed by the Consultant shall include false work, reinforcing steel, concrete mix designs, post tensioning, strip seal expansion joints, elastomeric

concrete, pre-cast tunnel elements, and special storm drain structures. Specifically excluded are the review of shop drawings for utility installations, trench shoring, standard pre-cast drop inlets, standard pre-cast manhole structures, fences, pavement markings and review of soils and materials testing results. City shall provide shop drawing submittals to be reviewed.

Not-to-Exceed Fee: \$47,000

Task 4 RFI's, Site Visits, Meetings and Design Revisions

4.1 RFI's and Clarifications

When directed by the City, Consultant shall provide written responses to requests for information (RFI's) received during the bidding and/or construction phase. Consultant shall also provide written responses and/or sketches to clarify Contract plans and specifications as needed during the bidding and/or construction phase.

4.2 Meetings and Site Visits

When requested by the City, Consultant shall attend meetings during the construction phase to respond to questions and provide clarifications related to the interpretation of the Contract plans and specifications. Consultant shall also perform periodic site visits and observations during the construction phase as requested by the City.

4.3 Change Orders and Plan Revisions

When directed by the City, Consultant shall review and/or prepare construction change orders and plan revisions.

Not-to-Exceed Fee: \$32,000

EXHIBIT C-2
Contract Amendment Manhour Estimates
Durango Drive Improvement Project, Westcliff Drive to Vegas Drive
Engineering Design Services Agreement

DATE: 05/06/04		PROJECTED HOURS									
Task No.	Task Description	Princ.	Assoc/ PLS Supv. Eng.	Sr. Eng.	Sup.Dngr. Engr/Mgr	Designer	Tech/Cadd	GPS Survey	Topo Survey	Direct Expenses	Total
	Hourly Rate	\$152.00	\$146.00	\$130.00	\$116.00	\$98.00	\$82.00	\$180.00	\$134.00	See Exhibit D	
ADDITIONAL SERVICES											
1 ROW Documents											
1.1	Prepare documents		6				40				46
	Subtotals	0	6	0	0	0	40	0	0		46
2 Quillite Panel Addendum											
2.1	Revise plans & specs for addendum		6	24	4	16					50
	Subtotals	0	6	24	4	16	0	0	0		50
3 Shop Drawing Review											
3.1	Falsework		8	32							40
3.2	Reinforcing steel		8	80		40					128
3.3	Post Tensioning		8	60							68
3.4	Conc Mixes, Jts & misc.		4	16							20
3.5	Precast Ped Tunnel		16	40							56
3.6	OH Signs			30							30
3.7	Traffic & Lighting		4		20	6					30
	Subtotals	0	48	258	20	46	0	0	0		372
4 RFI's, Site Visits, Meetings & Revisions											
4.1	RFI's & Clarifications	2	16	32	32	12	16				110
4.2	Meetings & site visits	2	20	24	24	6	4				80
4.3	Change orders & design revisions		6	12	12	20	10				60
	Subtotals	4	42	68	68	38	30	0	0		250
Grand Totals		4	102	350	92	100	70	0	0		718

EXHIBIT D-2
Contract Amendment Cost Derivation and Fee Schedule
Durango Drive, Westcliff Drive to Vegas Drive
Engineering Design Services Agreement

DATE: 05/06/04		PROJECTED COSTS									
Task No.	Task Description	Princ.	Assoc/ PLS Supv. Eng.	Sr. Eng.	Sup. Dgnr./ Engr./ Mgr	Designer	Tech/Cadd	GPS Survey	Topo Survey	Direct Expenses	Total
	Hourly Rates:	\$152.00	\$146.00	\$130.00	\$116.00	\$98.00	\$82.00	\$180.00	\$134.00		
ADDITIONAL SERVICES											
1	ROW Documents										
1.1	Prepare documents	\$0.00	\$876.00	\$0.00	\$0.00	\$0.00	\$3,280.00	\$0.00	\$0.00		\$4,156.00
	Subtotals	\$0.00	\$876.00	\$0.00	\$0.00	\$0.00	\$3,280.00	\$0.00	\$0.00	\$0.00	\$4,156.00
2	Quillite Panel Addendum										
2.1	Revise plans & specs for addendum	\$0.00	\$876.00	\$3,120.00	\$464.00	\$1,568.00	\$0.00	\$0.00	\$0.00		\$6,028.00
	Subtotals	\$0.00	\$876.00	\$3,120.00	\$464.00	\$1,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,028.00
3	Shop Drawing Review										
3.1	Falsework	\$0.00	\$1,168.00	\$4,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,328.00
3.2	Reinforcing steel	\$0.00	\$1,168.00	\$10,400.00	\$0.00	\$3,920.00	\$0.00	\$0.00	\$0.00		\$15,488.00
3.3	Post Tensioning	\$0.00	\$1,168.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,968.00
3.4	Conc Mixes, Jts & misc.	\$0.00	\$584.00	\$2,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,664.00
3.5	Precast Ped Tunnel	\$0.00	\$2,336.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,536.00
3.6	OH Signs	\$0.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,900.00
3.7	Traffic & Lighting	\$0.00	\$584.00	\$0.00	\$2,320.00	\$588.00	\$0.00	\$0.00	\$0.00		\$3,492.00
	Subtotals	\$0.00	\$7,008.00	\$33,540.00	\$2,320.00	\$4,508.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,376.00
4	RFI's, Site Visits, Meetings & Revisions										
4.1	RFI's & Clarifications	\$304.00	\$2,336.00	\$4,160.00	\$3,712.00	\$1,176.00	\$1,312.00	\$0.00	\$0.00	\$1,000.00	\$14,000.00
4.2	Meetings & site visits	\$304.00	\$2,920.00	\$3,120.00	\$2,784.00	\$588.00	\$328.00	\$0.00	\$0.00	\$1,000.00	\$11,044.00
4.3	Change orders & design revisions	\$0.00	\$876.00	\$1,560.00	\$1,392.00	\$1,960.00	\$820.00	\$0.00	\$0.00		\$6,608.00
	Subtotals	\$608.00	\$6,132.00	\$8,840.00	\$7,888.00	\$3,724.00	\$2,460.00	\$0.00	\$0.00	\$2,000.00	\$31,652.00
	Grand Totals	\$608.00	\$14,892.00	\$45,500.00	\$10,672.00	\$9,800.00	\$5,740.00	\$0.00	\$0.00	\$2,000.00	\$89,200.00

**DURANGO DRIVE IMPROVEMENT PROJECT
WESTCLIFF DRIVE TO VEGAS DRIVE
PSA AMENDMENT 1**

**EXHIBIT "E"-2
GENERAL PERFORMANCE SCHEDULE**

Task	Due Date
1 & 2	NTP + 30 days
3	Shop Dwg Submittal + 14 days
4.1 & 4.3	RFI or Rev. Submittal + 14 days

Exhibit G -2
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	G. C. Wallace, Inc.
Address	1555 South Rainbow Blvd. Las Vegas, NV 89146
Telephone	(702) 804-2003
EIN or DUNS	88-0116703

Block 2	<u>Description</u>
	Durango Drive – Westcliff to Vegas Drive
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. Duddleston/President/CEO	1555 South Rainbow Boulevard	804-2003
2.	E. Robert Peterson/Treasurer	1555 South Rainbow Boulevard	804-2003
3.	Michael D. Ross/Sr. Exec. V.P.	1555 South Rainbow Boulevard	804-2003
4.	Scott R. Plummer/ Executive Vice President	1555 South Rainbow Boulevard	804-2003
5.	Calvin L. Black/Executive Vice President	1555 South Rainbow Boulevard	804-2003
6.	Christopher W. Anderson/Executive Vice President	1555 South Rainbow Boulevard	804-2003
7.	Benjamin C. Smith/ Executive Vice President	1555 South Rainbow Boulevard	804-2003
8.	Eugene W. Wright/Executive Vice President	1555 South Rainbow Boulevard	804-2003
9.	G. Ira Wallace/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
10.	Kevin W. Wallace/P.L.S.	1555 South Rainbow Boulevard	804-2003

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 (1)

Block 5	Disclosure of Ownership and Principals - Alternate		
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.			
Name of Attached Document: _____ Date of Attached Document: _____ Number of Pages: _____			

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

 Scott R. Plummer, P.E.
 Executive Vice President

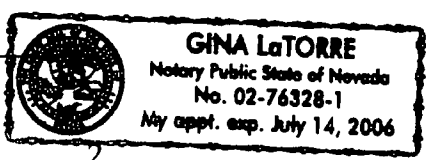
Clark County, NV

Subscribed and sworn to before me this 21 day of

 Notary Public

2004
 2002:

July 21, 2004
 Date



Block 4 Disclosure of Ownership and Principals - Continuation

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Marvin Maize/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
12.	S. William Neighbors/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
13.	Jerry E. Pruitt/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
14.	Brian L. Schmidt/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
15.	Jeff W. Stayton/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
16.	John R. Tobin/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
17.	Danny R. McFadden/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
18.	Lennis Bosworth/President (Surveyor's Inc.)	1555 South Rainbow Boulevard	804-2003
19.	Paul Larson/Executive Vice President	1555 South Rainbow Boulevard	804-2003
20.	Andrea Mayer/Sr. Vice President	1555 South Rainbow Boulevard	804-2003
21.	Stephen AuClair/Sr. Vice President	1555 South Rainbow Boulevard	804-2003

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company for Traffic Improvement Package #5 (Alta Drive and Rampart Boulevard) (\$72,955 - Regional Transportation Commission) - Ward 2 (Wolfson)

Fiscal Impact

☐

No Impact

Amount: \$72,955

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

The City of Las Vegas is responsible for reimbursing Nevada Power Company for certain facility relocations required for intersection improvements because Nevada Power Company has prior easement rights. Included in the cost is the Contribution in Aid of Construction tax. This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Non-refundable Contribution in Aid of Construction Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000174945A**
Project No: **0000174945**
Date Prepared: **06/25/2004**

BASIS

WHEREAS, 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");

WHEREAS, 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: ALTA & RAMPART.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and , party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. The Applicant has requested service which requires an advance payment to the UTILITY in the form of a contribution in aid of construction. The required advance is a non-refundable amount, subject to an estimate to actual cost True- up, as defined in Rule 9 section A -7, for the amount of \$ 72,955.00 (inclusive of tax) 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 work rendered upon the UTILITY facilities, as shown on the Design attached hereto as "**Exhibit A**" and made a part hereof.

B. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000174945A
Project No: 0000174945
Date Prepared: 06/25/2004

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: CIAC0000174945A
Project No: 0000174945
Date Prepared: 06/25/2004

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: CIAC0000174945A
Project No: 0000174945
Date Prepared: 06/25/2004

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: CIAC0000174945A
Project No: 0000174945
Date Prepared: 06/25/2004

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: **CIAC0000174945A**
Project No: **0000174945**
Date Prepared: **06/25/2004**

- 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: CIAC0000174945A
Project No: 0000174945
Date Prepared: 06/25/2004

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.

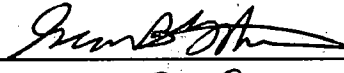
NEVADA POWER COMPANY

By: 

Name: MARK HERDT

Title: Team Leader, New Business LVN

Date: 8-30-04

By: 

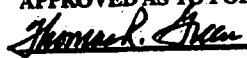
Name: Oscar B. Goodman

Representing: City of Las Vegas

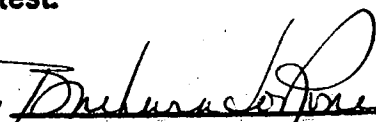
Title: MAYOR

Date: _____

APPROVED AS TO FORM:

 7/28/04
Date

Attest:

By: 
BARBARA JO RONEUMUS, City Clerk

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000174945 Title: INTERSECTION IMPROVEMENTS ALTA Units: 0 KVA: 0
Contract Type: CIAC Contract Coordinator: JOHN DRAPER Version Nbr: 2

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$13,116	\$13,116	\$13,116	\$0
Material & Overhead	\$49,999	\$49,999	\$49,999	\$0
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
Total	\$63,115	\$63,115	\$63,115	\$0

ADVANCE CALCULATION

Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$0	Applicant Non-Refundable Cost	\$63,115
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	\$0
Proportionate Share	\$0	Non-Refundable	\$63,115
Refund Subject To Allowance	\$0	(Subject To Allowance)	
Allowance	\$0	Excess Allowance	\$0
Adjusted Applicant Cost	\$0	Adjusted Non-Refundable	\$63,115
		Less Upgrade	
		Applicant Non-Ref. (Not Subj Allow)	\$0
		Attachments To Existing (LE/MP)	\$0
Total Refundable	\$0	Revisions Not Collected	\$0
		Total Non-Refundable Cost	\$63,115

ADVANCE SUMMARY

Refundable Advance		Current Tax Rate	16.5000%
Non-Taxable Advance	\$0		
Taxable Advance	\$0	Total Non-Taxable	\$3,478
Tax	\$0	Total Taxable (Less Tax)	\$59,637
Total Refundable Advance	\$0	Total Tax	\$9,840
Non-Refundable Advance		Total Advance	\$72,955
Non-Taxable Advance	\$3,478		
Taxable Advance	\$59,637		
Tax	\$9,840		
Trench Tax	\$0		
Total Non-Refundable Advance	\$72,955		
Total Advance	\$72,955		

NEVADA POWER COMPANY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: INTERSECTION IMPROVEMENTS ALTA

Project ID: 0000174945

Contract No.: _____ Tax ID: _____

Version: 2

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 16.5000%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☐ CONTRACTS - LEA, MP
☐ ATTACH TO AN EXISTING LE/LEA/MP
☐ PRE-DESIGN

Total: 0

B) REFUNDABLE TAX (253.000)

(A) X 16.5000 = 0

D) NON-REFUNDABLE TAX (253.030)

(C) X 16.5000 = 9,840

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☒ CONTRACT - CIAC OVER 20,000 59,637
☐ CIAC (RELOCATION) UNDER 20,000
☐ CUSTOMER PAID OT
☐ UTILITY SHARED TRENCH
☐ CUSTOMER REVISION
☐ CUSTOMER UPGRADE
☐ ATTACHMENT TO EXISTING LE/MP 0

Total: 59,637

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF
CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 0 X 16.5000

(Trench Tax) = 0

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

- ☐ FOR THE PUBLIC GOOD / TAX EXEMPT OVER
☐ FOR THE PUBLIC GOOD / TAX EXEMPT UNDER
☐ TEMPORARY POWER
☐ CUSTOMER PAID OT
☐ CUSTOMER REVISION

Total: 0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

- ☒ CONTRACT CIAC REMOVAL OVER 20,000 3,478
☐ NO CONTRACT REMOVAL UNDER 20,000
☐ CUSTOMER PAID OT
☐ CUSTOMER REVISION

Total: 3,478

Total A) REFUNDABLE TAXABLE (252.000)

Total B) REFUNDABLE TAX (253.000)

Total C) NON-REFUNDABLE TAXABLE (107.000)

Total D) NON-REFUNDABLE TAX (253.030)

Total E) NON-REFUNDABLE TAX (253.090)

Total F) REFUNDABLE / NON-TAXABLE (252.000)

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

Total Advance

Customer Advance = 72,955

A = 0

B = 0

C = 59,637

D = 9,840

E = 0

F = 0

G = 0

H = 3,478

Please make check payable to Nevada Power Company.

Refundable advance plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____

Date: _____

NEVADA POWER COMPANY: _____

Date: 6-21-04

Rev. 08/08/01

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Engineering Design Services Agreement for On Call Services with Berryman & Henigar, Inc., for Clark County Regional Flood Control District (CCRFCF) Annual Maintenance (\$500,000 - Clark County Regional Flood Control District) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$500,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CCRFCF

PURPOSE/BACKGROUND:

The purpose of this agreement is for City Engineer Division staff to procure on-call engineering design services for design or construction projects related to the annual maintenance of CCRFCF facilities within the City limits.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**ENGINEERING DESIGN SERVICES AGREEMENT
ON CALL SERVICES FOR CCRFCD ANNUAL MAINTENANCE**

THIS AGREEMENT is made and entered into this 18 day of August, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and Berryman & Henigar, Inc. (herein the "Consultant").

W I T N E S S E T H:

WHEREAS, the City intends to construct a number of capital improvement projects (herein individually and collectively the "Project" and "Projects", respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The parties hereto intend with the execution of this Agreement to give the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (hereinafter defined in Section Three) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

The Consultant hereby agrees to provide the services set forth in each Project Task Order issued by the City pursuant to Section 3.02 of this Agreement.

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

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

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

1.05 Consultant Representative. The Consultant's Representative is hereby designated as Don Allison, P.E., Vice President, 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 11.03 of this Agreement.

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE PROJECT TASK ORDER

3.01 Definition. A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Engineer in connection with a particular Project.

3.02 Issuance. If so requested by the City, the Engineer shall prepare a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be submitted to the City for review and comment prior to finalization. Based upon such review and comment, the Consultant shall prepare, execute and submit the final Project Task Order to the Director of Public Works, or his designee, to be executed on behalf of the City. Each executed Project Task Order shall be attached hereto as Exhibit "A" with the appropriate numerical sequence (e.g., A-1, A-2, A-3, etc.) and shall become a part of this Agreement.

SECTION FOUR CHANGES TO CONSULTANT'S SERVICES

4.01 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.

4.02 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 Eight, or in the time of performance under Section Nine, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FIVE ADDITIONAL SERVICES OF CONSULTANT

5.01 Additional Services. The Consultant shall provide the services described within each Project Task Order. Any additional services will require a new Project Task Order.

SECTION SIX SUB-CONSULTANT AGREEMENT

6.01 Sub-consultant Provisions. In the event that the Consultant with the approval of the City as required under Section 11.07 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 SEVEN TERM OF AGREEMENT

7.01 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 11.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

7.02 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 EIGHT COMPENSATION AND TERMS OF PAYMENT

8.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside \$500,000.00 as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services provided by Project Task Orders under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

8.02 Compensation: Project Task Order Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A-#" of each Project Task Order which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Project Task Order regardless of the number of man-hours, which must be expended to complete the performance of the Project Task Order. The total payments to the Consultant for the completion of these tasks shall not exceed the amount specified within each Project Task Order without prior written approval from the City.

8.03 Compensation: Additional Services. In accordance with Section 5.01, any additional services shall be addressed as new Project Task Orders and compensated in accordance with Section 8.02.

8.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 11.20A of this Agreement.

8.05 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 11.20 of this Agreement.

8.06 Final Payment. Within thirty (30) days after the completion of construction and closeout of the Project, the City shall make the final payment for any additional services that might have been provided by the Consultant.

SECTION NINE PERFORMANCE SCHEDULE

9.01 Performance Schedule. The parties hereto have agreed to a performance schedule (herein the "Detailed Performance Schedule"), which is set forth in each Project Task Order issued by the City. The Detailed Performance Schedule shall identify the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

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

SECTION TEN AUDIT: ACCESS TO RECORDS

10.01 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.

10.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 10.01 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.

10.03 *Period of Maintenance.* The books, records and other documents under Sections 10.01 and 10.02 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.

10.04 *Subcontract Provisions.* The Consultant agrees to include Sections 10.01 through 10.03 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 ELEVEN MISCELLANEOUS PROVISIONS

11.01 *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.

11.02 *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 11.18. 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.

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

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

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

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

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

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

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

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

11.05 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.

11.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 11.05, 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.

11.07 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.

11.08 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.

11.09 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.

11.10 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.

11.11 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.

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

11.13 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.

11.14 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.

11.15 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.

11.16 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.

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

11.18 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: Berryman & Henigar
4840 W. University Avenue, Suite A-1
Las Vegas, NV 89103

Fax: (702) 252-7890

11.19 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.

11.20 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 City names the Consultant as an additional party, 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.

11.21 *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.

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

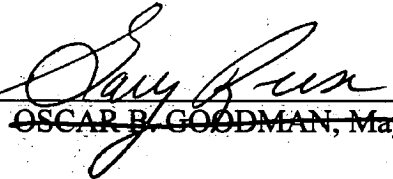
11.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

...
...
...

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

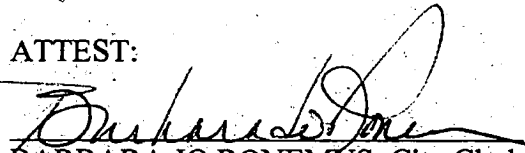
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

Gary Reese, Mayor Pro-Tem

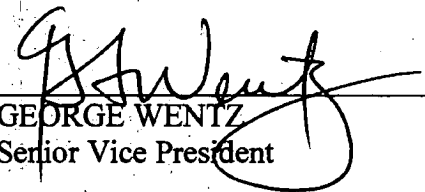
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 7/23/09
Deputy City Attorney Date

BERRYMAN & HENIGAR, INC

By: 
GEORGE WENTZ
Its: Senior Vice President

By: 
DON ALLISON, P.E.
Its: Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Project Task Orders (Sections 3.02, 8.02)
Exhibit "B"	Not Used
Exhibit "C"	Not Used
Exhibit "D"	Not Used
Exhibit "E"	Not Used
Exhibit "F"	Invoice Format (Section 8.04)
Exhibit "G"	Disclosure of Principals (Section 11.09iii)

EXHIBIT A

SCOPE OF SERVICES CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT FACILITIES ANNUAL MAINTENANCE

INTRODUCTION:

The City of Las Vegas (City) is tasked with the maintenance of various Clark County Regional Flood Control District (CCRFCD) facilities located within its limits. The maintenance of these facilities occasionally requires the modification of existing structures within a facility to correct a design flaw or to enhance the intended purpose of the facility.

DESIGN CRITERIA:

The Consultant, Berryman & Henigar, Inc. (B&H), shall employ design criteria established by, but not limited to, the latest editions of the following publications:

- A. "Uniform Standard Specifications for Public Works Construction of Off Site Improvements, Clark County, Nevada", Clark County Regional Transportation Commission.
- B. "Uniform Standard Drawings for Public Works Construction of Off Site Improvements, Clark County, Nevada", Volumes I and II, Clark County Regional Transportation Commission.
- C. "Hydrologic Criteria and Drainage Design Manual", Clark County Regional Flood Control District.

GENERAL:

The work shall be performed on a Task Order basis for each project.

The CITY shall identify sites in existing regional flood control facilities that require modification by design

The CITY and B&H shall meet and discuss each project site.

The CITY may direct B&H to prepare a specific design or may request B&H to provide a design solution to a problem.

The CITY shall provide location information and visit each site with B&H.

B&H shall prepare a Task Order proposal for each project per the attached format and submit to CITY for review and approval prior to beginning work.

UNDERSTANDING AND ASSUMPTIONS:

The following are certain understandings and assumptions shall be relied upon by B&H in the preparation of each Task Order proposal:

B&H shall prepare a man-hour estimate and budget for each project.

B&H shall prepare a schedule or time line for the design of each project which shall include submittal review periods by the CITY and utilities for a period fifteen (15) calendar days.

B&H and the CITY shall meet when requested to discuss issues related to each project.

The CITY may provide boundary and topographic survey information to B&H, if available, on disk in an AutoCad v. 14 or later format or may request B&H to provide this service.

The CITY shall provide plan and profile and title block sheets on disk for use by B&H.

The CITY shall provide access to existing CITY files. B&H shall research and gather all information pertinent to the project area. The CITY may provide additional information if available.

B&H shall obtain all existing available information from local utility companies for each project site.

The CITY may provide hydrologic information and / or calculations or request B&H to provide this.

B&H shall perform all necessary design calculations and prepare all necessary plans and special provisions for each project. Plans shall be prepared in Autocad v.14 or later. Plan and profile sheets shall be prepared in 1"=20' horizontal and 1"=4' vertical scale where practical. A larger scale may be used with approval by the CITY. The CITY shall provide contract "Boiler Plate" and standard specification sections used on CITY projects for incorporation into the special provisions.

B&H shall prepare and submit design work at 50% and 99% milestones for review by CITY. B&H shall submit five (5) copies of work for each submittal interval. The CITY shall make every attempt to review, comment and return each submittal within fifteen (15) working days of receipt.

B&H shall submit design work to utilities for review and approval and shall obtain signatures on final plans.

CCRFCD Annual Maintenance

Berryman & Henigar

July 14, 2004

B&H shall provide approved final design plan(s) on mylar, sealed by a professional civil engineer registered in the State of Nevada. B&H shall provide final Autocadd design drawings compact disk.

B&H shall prepare an "Estimate of Probable Cost" for each project and submit at each submittal review.

B&H shall determine if any additional right of way or easements shall to be necessary for each project. The CITY shall obtain any required right of way or easements.

Construction Phase Services and other additional services shall be provided on a time and material basis as requested by the CITY and shall be compensated as separate Task Orders.

The CITY shall provide all final printing of documents and plans for bidding purposes.

The CITY shall administer all bidding and construction.

Exhibit A (Continued)

Project Task Order Format

Project Name: _____

Project Task Order No: _____ (Each project Task Order should be sequentially numbered)

Section A: Scope of Services for Task Order

The scope of services for the task order is described in detail and broken down into specific tasks and subtasks.

Section B: Additional Services

Additional services are described by task. Additional services are performed at the discretion of the City of Las Vegas and only when authorized in writing.

Section C: Man Hour – Task Breakdown

Man-hour breakdown for each task and subtask is presented in a spreadsheet format for services and additional services as described above. Spreadsheet format will have all tasks and subtasks listed by number in the first column with all proposed personnel in the first row.

Section D: Cost Derivation and Maximum Amount of Compensation

Costs for each task and subtask are determined by multiplying the man-hours and the hourly rates as shown in "Exhibit B" and presented in a spreadsheet similar to that described above. The not-to-exceed sum for completion of the task order is so identified.

Upon execution hereof, this Project Task Order shall be attached as Exhibit D-_____

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City Representative

EXHIBIT F

CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

**FROM: Berryman & Henigar, Inc.
4840 W. University Ave, Suite A-1
Las Vegas, NV 89103**

Date: _____
Period: **From:** _____ **To:** _____
Invoice #: _____
Job #: _____

Project: On Call Services for CCRFCD Annual Maintenance

Attention: Ed Nettenstrom, P.E.

[illegible]

TOTAL AMOUNT DUE THIS INVOICE	\$ -

Total Amount Billed to Date	\$ -

Total Amount of Contract (Not to Exceed)	\$ 500,000.00

Total Amount Remaining in Contract	\$ 500,000.00

Exhibit G

Certificate – Disclosure of Ownership/Principals (Continued)

Block 1 Contracting Entity	Block 2 Description Subject Matter of Contract/Agreement
Name Berryman & Henigar, Inc.	~~Las Vegas Wash Trail~~ ON CALL SERVICES FOR CRRCD ANNUAL MAINTENANCE
Address 4840 West University Avenue Suite A-1, Las Vegas, NV 89103	
Telephone (702) 252-7866	
EIN or DUNS	RFP#

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

Block 4 <u>Disclosure of Ownership and Principals</u>
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 interesting the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Scott Kvandall, President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
2.	Jon Rodriguez, Director	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
3.	Tim D'Zmuraa, Senior Vice President	2001 East First Street Santa Ana, CA 92705	(714) 568-7300
4.	Roy Stephenson, Executive Vice President	2001 East First Street Santa Ana, CA 92705	(714) 568-7300
5.	Gary Bourne, Senior Vice President	720 Third Avenue, Suite 1200, Seattle, WA 98104	(206) 505-3400
6.	Reggie Meigs, Vice President	6150 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	(925) 468-7400
7.	Roger Frauenfelder, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100

8.	Keith Gillfillan, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
9.	Dennis Klingelhofer, Senior Vice President	6150 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	(925) 468-7400
10.	Steve Smith, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
11.	William Stracker, Senior Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
12.	George Wentz, Senior Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
13.	Don Allison, Vice President	4840 W. University Ave., Suite A-1, Las Vegas, NV 89103	(702) 252-7866
14.	Monte Bowers, Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
15.	Michael Fakhar Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
16.	Mike Foreman, Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
17.	Don Graf, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
18.	Marty Harper, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
19.	John Hutchins, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
20.	Mohammed Rowther, Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
21.	Roger Wagoner, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
22.	Bureau Veritas Holdings, Inc c/o Theden Reid & Priest, LLP. Owner	875 Third Avenue New York, NY 10022	(212) 603-2391

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document:

Date of Attached Document:

Number of Pages:

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

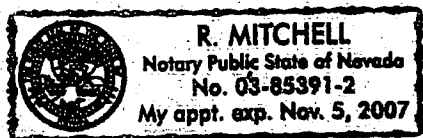
Don R. Allison
Name

State of Nevada
County of Clark

July 16, 2004
Date

Subscribed and sworn to before me this 16th day of July, 2004, by Don Allison.

R. Mitchell
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Engineering Design Services Agreement with Kimley-Horn and Associates, Inc., for the Bonanza Trail Improvements (\$778,056 - Parks and Leisure Capital Project Fund) - Wards 1, 2 and 5 (Moncrief, Wolfson and Weekly)

Fiscal Impact

☐

No Impact

Amount: \$778,056

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Parks and Leisure CPF

PURPOSE/BACKGROUND:

The City desires to construct the Bonanza Trail Improvements which will extend from Summerlin Parkway and Buffalo Drive to the downtown area. Approval of this agreement will allow Kimley-Horn and Associates, Inc., to proceed with the design of this trail system. This project is partially funded with Southern Nevada Public Lands Management Act (SNPLMA) money.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR BONANZA TRAIL IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 18 day of August, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and KIMLEY-HORN AND ASSOCIATES, INC. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Bonanza Trail Improvements project (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

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

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

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

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

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

1.05 Consultant Representative. The Consultant's Representative is hereby designated as Michael Colety, P.E., Project 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.

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside seven hundred seventy-eight thousand and fifty-six dollars (\$778,056) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed six hundred thirty-three thousand one hundred sixty dollars (\$633,160) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed one hundred forty-four thousand eight hundred ninety-six dollars (\$144,896) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 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 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 *Performance Schedule.* The parties hereto have agreed to a detailed performance schedule (the "Detailed Performance Schedule") which is set forth in Exhibit "E1" attached hereto. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

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

9.03 *Period of Maintenance.* The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents

which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

10.05 Insurance.

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

(i) Workman's Compensation Insurance protecting the Consultant and indirectly 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, and its Comprehensive General Liability endorsed 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.

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

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a

result of, by reason of, or as a consequence of, the negligent, 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:

Michael Colety, P.E.
Kimley-Horn and Associates, Inc.
Suite S210
1050 East Flamingo Road
Las Vegas, Nevada 89119

Fax: (702) 735-4949

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.

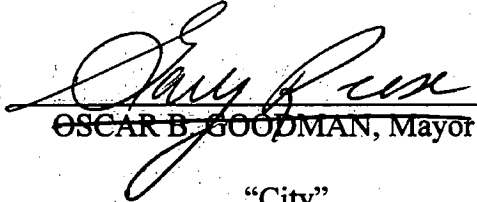
10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of July 27, 2004.

...
...
...

IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the Bonanza Trail Improvements project to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

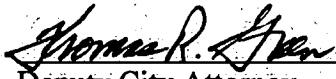
"City"

Gary Heese, Mayor Pro-Tem

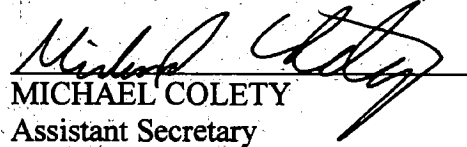
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 7/29/04
Deputy City Attorney Date

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
MICHAEL COLETY
Its: Assistant Secretary

"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-1"	Detailed Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A

SCOPE OF SERVICE

Bonanza Trail Improvements

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement addresses the Bonanza Trail Improvements to be designed by Kimley-Horn and its subconsultants (Consultant) for the City of Las Vegas (CLV). Plans, specification and an opinion of probable cost will also be prepared for the Pioneer Trail, a 6 mile historical walking route, within Task 15. A description of these services is included at the end of this section.

The proposed Bonanza Trail alignment was identified in the Bonanza Trail Feasibility Study that was completed by the Consultant in Spring 2004. The recommended alignment, shown in the attached figure, is the basis of this scope of services. The Bonanza Trail Improvements project consists of a trail corridor from Summerlin Parkway and Durango Drive to US 95 and 10th Street. As shown on the attached figure, some of the Bonanza Trail Improvements within this trail corridor are to be constructed by others and some facilities are existing. The trail alignment includes over 14 miles. The trail corridor is approximately 8 miles long, however many sections have parallel alignments.

The Bonanza Trail will consist of two primary facility types: a shared use path and a route. Shared use paths include a 12 foot wide path with a 5 foot buffer on both sides when space is available. When available space is limited, the path width will be reduced to 10 feet wide. It is possible that a shared use path will be constructed along a roadway; however the information collected during the feasibility study showed that there typically was not the available space to construct a shared use path along the existing roadways within the alignment. For those locations that a shared use path is not feasible, a route has been proposed. The trail route will designate a bike lane or bike route for bicyclists and utilize a sidewalk area for pedestrians.

The Bonanza Trail design includes:

- Approximately 4 miles of shared use path including lighting
- 1 bridge structure at Rainbow Boulevard
 - Approximately 150 foot clear span prefabricated bridge with ADA compliant approach ramps
- 1 underpass at Buffalo Drive
 - Approximately 120 linear feet of 10 foot wide by 8 foot high reinforced concrete box by "cut and cover", surface flow in the underpass will drain through gravity to the east side of Buffalo Drive
- Up to 10,000 square feet of retaining wall

- Signing and marking for the 14 miles of the alignment, including at-grade crossings

The project will include an evaluation to determine if improvements to the roadways and sidewalks along the Bonanza Trail route, to better accommodate the trail alignment, are feasible. In addition an evaluation will be made regarding additional shared use path alignments within the corridor, for example along the north side of US 95 between Decatur Boulevard and Valley View Boulevard. Any additional improvements will be incorporated into the design as an additional service.

The Bonanza Trail alignment is depicted in the attached figure and is listed from west to east below:

- Durango Drive to Tenaya Way: along the north side of Summerlin Parkway and most of this segment will be designed and constructed as part of the CLV Soccer Park and adjacent development. This project includes approximately 2000 linear feet of shared use path, including up to 6000 square feet of retaining wall and an underpass will be constructed at Buffalo Drive. The trail alignment crosses Summerlin Parkway on the east side of Tenaya Way as part of the Tenaya Way bridge project by CLV.
- Tenaya Way to Rainbow Boulevard: this project includes approximately 2700 linear feet of shared use path that goes around the Rainbow Detention Basin and a bridge at the intersection of Rainbow Boulevard and Westcliff Drive.
- Rainbow Boulevard to Jones Boulevard: most of this segment has been designed by NDOT, including an undercrossing at Torrey Pines Drive. This project includes approximately 700 linear feet of shared use path.
- Jones Boulevard to Valley View Boulevard: this segment will consist of two alignments, one north and one south of US 95.
 1. Along the south side of US 95:
 - A route along Upland Boulevard from Jones Boulevard to Alta Drive and along Alta Drive from Upland Boulevard to Valley View Boulevard
 2. Along the north side of US 95:
 - A proposed shared use path for approximately 5500 linear feet including up to 2750 feet of retaining wall along the north side of US 95 from Jones Boulevard to Decatur Boulevard
 - A route along Decatur Boulevard from US 95 to Bonanza Road connecting to a route along Bonanza Road from Decatur Boulevard to Valley View Boulevard connecting
 - A combination of existing path and approximately 1000 linear feet of proposed shared use path along Valley View Boulevard from Bonanza Road to Alta Drive.
- Valley View Boulevard to Grand Central Parkway: this segment will be a route along Alta Drive, but includes approximately 1400 linear feet of proposed shared use path along the southern boundary of the Las Vegas Springs Preserve around the existing utility station on the northeast corner of Alta Drive and Valley View Boulevard.

- Grand Central Parkway to F Street: this segment will consist of one alignments along the UPRR and a second along Grand Central Parkway:
 1. A proposed shared use path of approximately 4400 linear feet on the west side of the UPRR from Alta Drive to Ogden Avenue.
 2. A route along Grand Central Parkway from Alta Drive to Ogden Avenue.
- F Street to 10th Street: this segment will consist of two alignments.
 1. The north side of US 95:
 - A route along F Street from Grand Central Parkway to Bonanza Road.
 - A route and approximately 1700 feet of proposed shared use path along Bonanza Road from F Street to 10th Street.
 2. The south side of US 95:
 - A route along Grand Central Parkway/Ogden Street to Main Street.
 - A route along Main Street from Ogden Street to Stewart Avenue.
 - A route along Stewart Avenue from Main Street to 7th Street.
 - A route along Mesquite Avenue from 7th Street to 10th Street.

Plan sheets included with each submittal for the Bonanza Trail, as defined in the following task descriptions, are estimated in the following plan submittal schedule:

Plan Submittal Schedule

Pre-Design (30%) Sheet Title	Estimated Quantity	Final Design (60%, 90%, 99%, 100%) Sheet Title	Estimated Quantity
Cover Sheet	1	Cover Sheet	1
Sheet Layout Plan	1	Sheet Layout Plan	1
		Sheet Index	1
Horizontal Control Plan	3	Horizontal Control Plan	3
General Notes/Abbreviations/Legend	1	General Notes/Abbreviations/Legend	1
		Typical Sections	4
Demo Plan	4	Demo Plan	4
Plan and Profile (1" = 40')	28	Plan and Profile (1" = 40')	28
		Details	8
Structural Schematics	2	Structural Plans (1" = 40')	4
		Structural Details	2
Retaining Wall Plan	1	Retaining Wall Plan	1
		Retaining Wall Detail Sheet	1
Lighting/Utility Plan (1" = 40')	14	Lighting/Utility Plan	14
		Lighting/Irrigation Detail Sheets	4
Signing and Marking Plan (1" = 100')	37	Signing and Marking Plan (1" = 100')	37
		Signing and Marking Detail Sheet	6
At-Grade Crossing Details	4	At-Grade Crossing Details	4
Landscape Plan (1" = 40')	28	Landscape Plan (1" = 40')	28
		Landscape Detail Sheets	5
Total Sheets	124	Total Sheets	157

The project will also include design engineering services for the Pioneer Trail. The Pioneer Trail is a pedestrian walking trail that links the sites of some of the oldest settlements in Las Vegas and is expected to be similar in concept to the Boston

Freedom Trail. The trail is approximately six miles long and begins at the Las Vegas Preserve on Valley View Boulevard and ends at the Woodlawn Cemetery on Las Vegas Boulevard at Owens Avenue. There will be approximately 30 banners at 1/5 mile spacing and 30 markers placed at historical locations along the trail. The plan set is anticipated to include a cover sheet, a general notes sheet, approximately 12 plan sheets and 4 detail sheets. The scope of services for the Pioneer Trail is in Task 15.

DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the current version at the onset of the project of the following policies and design criteria:

- "Alternative Transportation Mode Master Plan", the Regional Transportation Commission (RTC) of Southern Nevada
- "City of Las Vegas Policy and Procedures for Design of Public Works Projects", City of Las Vegas, Nevada
- "Guide for the Development of Bicycle Facilities and Policy on the Geometric Design of Highways and Streets", the American Association of State Highway and Transportation Officials (AASHTO)
- "Hydrologic Criteria and Drainage Design Manual", Clark County Regional Flood Control District
- "Manual on Uniform Traffic Control Devices" (MUTCD)
- "Master Plan Transportation Trails Element", City of Las Vegas, Nevada
- "Nevada Department of Transportation (NDOT) Standard Specifications and Standard Drawings", NDOT
- "Uniform Standard Specifications for Public Works Construction of Off-Site Improvements, Clark County, Nevada", Clark County Regional Transportation Commission
- "Uniform Standard Drawings for Public Works Construction of Off Site Improvements, Clark County, Nevada", Volumes I and II, Clark County Regional Transportation Commission

TASK DESCRIPTION

10 Project Management

The Consultant shall:

- Coordinate with CLV to schedule project status meetings on a two-week basis for the ten (10) month duration of this project on a set day and time. The Consultant will prepare and distribute draft minutes of meetings to all attendees within five (5) business days after the meeting. Final minutes will be distributed within five (5) days after receiving comments should any attendees have comments.
- The Consultant will prepare an original project schedule and submit updates to the schedule to CLV to be distributed at each meeting. It will be sent electronically to the CLV project manager in Microsoft Project format.
- The Consultant will attend up to six (6) review meetings as requested by the RTC or other CLV Departments, Divisions or Sections when these meetings cannot coincide with the scheduled project status meeting.

➤ **Deliverables:** Project schedule and updates; Meeting minutes to each attendee in hard and electronic format.

15 Pioneer Trail

The Consultant shall provide design engineering services for the Pioneer Trail. The Consultant shall:

- Prepare base plans on aerial photographs at a scale of 1" = 100' that show the locations of the 30 banners and 30 markers. The banners will be approximately 5 feet tall and 2 feet wide and will be secured to poles designed and constructed specifically for the banners. The specifications for the banners and markers will be provided to the Consultant, and The Consultant will work with the City to determine the specifications for the poles for the banners.
- Coordinate with the City of Las Vegas, the Regional Transportation Commission, Clark County and the Nevada Department of Transportation regarding requirements for the project. This effort includes the submittal of an NDOT encroachment permit for the proposed improvements, and
- Prepare base plans at a scale of 1"=40' for up to 2000 linear feet of sidewalk. The Consultant will obtain a topographic survey covering the locations of proposed sidewalk in sufficient detail to verify the impacts of the proposed sidewalk on existing drainage patterns and to confirm the elevation of the existing sidewalk at tie-in locations.

➤ **Deliverables:** - Ten (10) sets of scalable 30% plans, half size (11" x 17") and the electronic spreadsheet of the 30% opinion of probable cost.

- Ten (10) copies of the 90% submittal including plans, specifications and the opinion of probable cost (including 2 full size (22" x 34") copies of the plans). 90% submittal will incorporate comments on the 30% design.
- One (1) copy of contract documents including sealed plans with appropriate utility approvals and one (1) copy of the specifications and the opinion of probable cost.

All remaining tasks are specific to the Bonanza Trail and not the Pioneer Trail.

20 Update Existing Conditions Data

The Consultant shall:

- Obtain a hard and electronic copy of the most current construction plans impacting the proposed alignment. This includes the NDOT US 95 widening project, from Summerlin Parkway to I-15 and additional projects to be coordinated with the CLV. The electronic files for the construction plans will be converted from Metric to English units and from a Microstation to AutoCAD format as necessary. The Consultant shall obtain the Spring 2004 aerial photography for the subject area from the Clark County Geographic Information System Department and utilize this aerial photography for the base plan of the adjacent arterials. This information will be supplemented by topographic survey data collected in Task 500.

➤ **Deliverables:** Data collected will be incorporated into 30% plans.

30 Utility/Agency/Project Coordination

The Consultant shall:

- Contact utility agencies and obtain existing utility information for inclusion in the design plans. The primary agencies that will be contacted include: Las Vegas Valley Water District, Southwest Gas, Nevada Power, Cox Cable, Sprint Telephone, the Southern Nevada Water Authority, and the Freeway and Arterial System of Transportation (FAST).
- Advise the CLV of utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the project limits, and attend two (2) meetings, if necessary, with each utility company to resolve conflicts.
- Coordinate with the Nevada Department of Transportation (NDOT), the Regional Transportation Commission of Southern Nevada (RTC), the Clark County School District (CCSD), the Clark County Regional Flood Control District (CCRFCD) and additional agencies impacted by the project.

➤ **Deliverables:** Meeting minutes of utility and coordination meetings to each attendee and to the CLV in hard and electronic format.

40 Topographic Survey

The Consultant shall obtain the following for the approximately 4 miles of proposed shared use path sections:

- Aerial topographic mapping for project design. Contour intervals will be at one (1) foot at a 1" = 40' scale. Aerial topographic mapping will extend to a minimum of 50 feet beyond the project rights-of-way. Accuracy of topography will be for 1 foot contour lines.
- Horizontal Control Plan (HCP). HCP shall be at a 1" = 100' scale and shall show centerline bearings and distances, curve data, right-of-way widths including radius and curve data at intersections, and found or re-established survey monuments with ties. The map shall be prepared and sealed by a Professional Land Surveyor (PLS). The HCP shall be included in plan submittals.
- Supplemental office and field survey services to determine locations and elevations of surfaces, utilities and structures such as trees, building finished floors, utility poles, street light and traffic signal poles, traffic signs, driveways, alleys, handicap ramps, doorways and sidewalks as required for design purposes. Field topography shall extend up to (50) feet outside the projects rights-of-way.
- Any survey needed for additional improvements will be attained as an additional service.

➤ **Deliverables:** Topographic mapping and horizontal control plan in hard and electronic format.

50 Pothole Coordination

The Consultant shall:

- Determine utility pothole requirements. The Consultant shall obtain the existing horizontal and vertical location of known utilities that are in conflict with the proposed underground construction. The underground construction for this project is anticipated to include foundations for lighting, foundations for a bridge structure at the Rainbow Boulevard/Westcliff Drive intersection, and an underpass on Buffalo Drive to the north of Summerlin Parkway. Potholing of existing utilities with undeterminable depths shall be done during the 30% design. This phase of potholing shall include up to twenty (20) potholes. All additional potholes will be completed as an additional service.

➤ **Deliverables:** 1"=200' pothole exhibit showing locations and findings of utility potholes.

Geotechnical Investigation

The Consultant Team shall:

- Review of pertinent background data, studies, aerial photographs, and published geologic maps, soils data, and literature regarding the proposed improvements.
 - Provide coordination and mobilization for subsurface exploration at the foundations for the bridge structure at the Rainbow Boulevard/Westcliff Drive intersection and for the underpass at Buffalo Drive. Marking of the existing utilities will be conducted through Call Before You Dig. Based on experience in the site vicinity, some night drilling is anticipated. It is assumed that a flag person will not be needed for this service. Necessary permits, traffic control plans and approvals to perform borings in the CLV and NDOT right-of-ways shall be obtained.
 - Performance of a site reconnaissance along the areas of improvement to evaluate existing pavement and surface conditions. Areas that exhibit surface deterioration and/or distress will be documented.
 - Performance of a subsurface evaluation consisting of a total of up to eight (8) borings for the bridge structure at the Rainbow Boulevard/Westcliff Drive intersection (up to 4 borings) and for the underpass at Buffalo Drive (up to 4 borings). The borings will be advanced to depths of approximately 25 feet. The total footage explored for this evaluation will be approximately 200 linear feet. Each boring will be sampled, logged, backfilled, and patched according to CLV requirements. The thickness of existing asphalt concrete and base material will be evaluated in the borings. Depths to groundwater, if encountered, will be recorded in the boring logs. The purpose of the soil borings is to obtain soil samples for laboratory testing.
 - Perform laboratory tests to evaluate physical and engineering properties of the subsoil, including in-place moisture content and density, R-value, gradation, Atterberg limits, expansivity, solubility, and chemical (salt) considerations.
 - Compile an analysis of the accumulated data.
 - Prepare a written report presenting the findings, conclusions, and geotechnical recommendations for construction including foundation design and pavement/concrete section thickness. Soil properties for retaining wall design and dewatering procedures, if necessary, shall also be reported. The borings results will be combined with geotechnical reports for other projects within the corridor to provide the recommendations for pavement thickness and lighting foundations throughout the entire alignment.
- **Deliverables:** Four (4) copies of draft geotechnical report for CLV review and four (4) copies of final report. One copy in electronic format will be submitted.

70 Landscape and Urban Design Concept Plan

The Consultant shall:

- Further develop the landscape and urban design concepts that were included in the feasibility study. The preliminary concepts will include a proposed typical plant palette and locations for lights, benches, bike racks, rest areas, shade structures, drinking fountains, and trash receptacles. In this concept, the required lighting levels will be evaluated and a typical type and spacing of lighting will be determined. Once a preliminary concept is agreed upon with CLV, 5 sketches including cross sections will be prepared to show the design intent of the concept plan at various typical locations.
- Coordinate to obtain the general requirements for utility designs by Nevada Power and the Las Vegas Valley Water District (LVVWD). The Consultant will review the utility plans and conduct the field investigations to verify the existing conditions for Nevada Power and LVVWD and confirm preliminary resources with Nevada Power and LVVWD for the trail lights and landscape irrigations.
- Establish a trail identifier, signage and naming to be carried throughout the trail.

➤ **Deliverables:** Landscape and Urban Design Concept Plan to be incorporated into the Pre-Design Report.

80 Traffic Study for Arterial Alignments

The Consultant shall:

- Utilize the existing NDOT/CLV/RTC traffic data for the traffic study. If required, peak hour traffic counts will be obtained at a maximum of 10 (ten) intersections.
- Evaluate the traffic impacts resulting from potential modifications to existing roadway geometry to provide improved facilities along the trail route. For example, evaluate the impact from a reduction in the number of travel lanes or turn lanes on the traffic capacity and compare to the projected traffic demand. Evaluation will include up to three (3) geometric alternatives to CLV designated roadway locations.
- Provide recommendations for signage, striping, parking and travel lanes for the trails that are to be incorporated into the plans.

➤ **Deliverables:** Traffic Study to be incorporated into the Pre-Design Report.

90 Drainage Analysis

The Consultant shall:

- Review existing drainage studies from NDOT and CLV and other available drainage studies and reports for sites within the trail corridor.
- Perform a field review of entire trail corridor to evaluate existing conditions.

- Provide recommendations regarding grades needed in order to maintain current hydraulic site conditions. The intent is for existing drainage conditions to remain unchanged, with the exception of removing existing ponding conditions within the improvement limits.
- Design of drainage features such as drop inlets or pipelines are not anticipated and therefore will be addressed as an additional service.
- It is anticipated that the drainage analysis will be completed through the review of existing drainage reports for improvements within the project limits, therefore any additional analysis for the entire alignment or specific sections of the alignment will be addressed as an additional service.

➤ **Deliverables:** Drainage Analysis to be incorporated into the Pre-Design Report.

100 Maintenance Operations Summary

The Consultant shall:

- Provide recommended alternatives for types and frequency of maintenance for the trail.

➤ **Deliverables:** Maintenance Operations Summary To be incorporated into the Pre-Design Report.

110 Typical Path Structural Section and Surface Type Summary

The Consultant shall:

- Provide a typical cross section and a cost estimate for a trail with an Asphalt Pavement surface as compared to a Portland Cement Concrete surface.

➤ **Deliverables:** Typical Path Structural Section and Surface Type Summary to be incorporated into the Pre-Design Report.

120 Structural Alternatives Summary

The Consultant shall:

- Provide alternatives for the bridge, underpass and retaining walls needed along the alignment. Typical design considerations and assumptions for the structural facilities will be described. Schematic alternative designs will be prepared for the bridge structure over Rainbow Boulevard on the north side of Westcliff and for the underpass at Buffalo Drive. A total of up to five (5) alternatives will be provided for the bridge and underpass. The designs follow the current standards, set forth for pedestrian bridge design, of an 85 psf live load. The bridge evaluated will not be designed to carry vehicular traffic. Structures placed within NDOT Right-of-Way will need to be designed to NDOT's current standards.
- Prepare typical plan and elevation details of the structural alternatives. The plan and elevation details will show proposed superstructure type, steel or

concrete, along with substructure and typical approach layout. The schematic design level plans will be prepared with enough detail to show the general layout and configuration of the proposed structure.

- **Deliverables:** Structural Alternatives Summary to be incorporated into the Pre-Design Report.

130 Pre-Design Report

The Consultant shall:

- Compile the above information into a cohesive document. The information will be integrated with text and graphics. The Consultant will provide a draft to CLV staff for review and comment. The Consultant will incorporate review comments into a final report. The Pre-Design Report is anticipated to include:

1. Existing Conditions Summary
2. Utility Conflict Summary
3. Topographic Survey Summary
4. Geotechnical Investigation Summary
5. Landscape and Urban Design Concept Plan
6. Traffic Study
7. Drainage Analysis
8. Maintenance Operations Summary
9. Typical Path Structural Section and Surface Type Summary
10. Structural Alternatives Summary
11. Design Parameters Summary
12. Outline of Supplemental Specifications
13. 30% Opinion of Probable Cost
14. Project Schedule

- **Deliverables:** Twelve (12) copies of draft Pre-Design Report for review and twelve (12) copies of final Pre-Design Report.

140 Preliminary Design (30%)

The Consultant shall provide the following (The Preliminary Design will be delivered along with the Pre-Design Report, but will be bound separately):

- 30% design plan and profiles for the trail components (as shown in the attached figure and as described in the introduction) which shall include horizontal and vertical alignments
- Preliminary lighting and irrigation plan
- Preliminary signing and marking locations
- Right-of-Way maps and legal descriptions for the parcels impacted by the current alignment, which is shown in the attached figure.

- **Deliverables:**
 - Twelve (12) sets of scaleable 30% plans, half size (11" x 17") stamped as 30% Design, For Review Only"
 - R/W maps and legal descriptions

150 Public Awareness

The Consultant shall:

- Prepare up to five (5) 1"=40' scale, 30" x 42" exhibits showing the extent of improvements proposed for use in neighborhood meetings as scheduled by the CLV.
- Prepare agendas for the public meetings.
- Attend four (4) public meetings with the CLV to present the project and to discuss improvements with the meeting attendees.
- Summarize the public meeting comments and present meeting minutes to the CLV.
- Attend up to four (4) review meetings with the CLV to discuss findings from the public involvement meetings.

- **Deliverables:**
 - Attendance at four (4) public meetings
 - Exhibits for four (4) public meetings
 - Summary for four (4) public meetings

160 Design (60%)

The Consultant shall upon approval of 30% Design:

- Prepare 60% plans and profiles for review. 60% design plans shall be revised to incorporate the 30% review comments from all entities. Additional plans or exhibits created for this task will include applicable detail sheets, and other miscellaneous sheets including cross sections at a 100 foot interval for the proposed trail alignment. Bridge details, underpass details and details for at-grade crossings will be included in this submittal.
- Prepare 60% supplemental specifications for review. 60% supplemental specifications shall be revised to incorporate 30% review comments from the CLV on the supplemental specifications outline.

- **Deliverables:**
 - Twelve (12) sets of 60% plans (11" x 17") stamped as 60% Design, For Review Only"
 - Four (4) sets of 60% plans (22" x 34") stamped as "60% Design, For Review Only"
 - Electronic spreadsheet of the 60% Opinion of Probable Cost
 - Twelve (12) sets of 60% supplemental specifications
 - Cross Sections detailing edge conditions (100' interval)

170 Design (90%)

The Consultant shall upon approval of 60% Design:

- Prepare 90% plans for review. 90% design plans shall be revised to incorporate 60% review comments from all entities.
- Prepare 90% supplemental specifications for review. 90% supplemental specifications shall be revised to incorporate 60% review comments from the CLV.

- **Deliverables:**
- Twelve (12) sets of 90% plans (11" x 17") stamped as 90% Design, For Review Only"
 - Four (4) sets of 90% plans (22" x 34") stamped as "90% Design, For Review Only"
 - Electronic spreadsheet of the 90% Opinion of Probable Cost
 - Twelve (12) sets of 90% supplemental specifications and an electronic copy
 - Construction Schedule
 - Construction Staging

180 Pre-Final Design (99%)

The Consultant shall upon approval of 90% Design:

- Prepare 99% plans for review. 99% design plans shall be revised to incorporate 90% review comments from all entities.
- Prepare 99% supplemental specifications for review. 99% supplemental specifications shall be revised to incorporate 90% review comments from the CLV.

- **Deliverables:**
- Twelve (12) sets of 99% plans (11" x 17") stamped as 99% Design, For Review Only"
 - Four (4) sets of 99% plans (22" x 34") stamped as "99% Design, For Review Only"
 - Electronic spreadsheet of the 99% Opinion of Probable Cost
 - Twelve (12) sets of 99% supplemental specifications and an electronic copy
 - Construction Schedule
 - Construction Staging

190 Contract Documents

The Consultant shall upon approval of 99% Design:

- Prepare 100% plans on mylar. 100% design plans shall be revised to incorporate 99% review comments from all entities. The Consultant shall obtain final signatures on the mylar plan set from impacted utilities agencies and from all agencies with the exception of CLV.
- Submit final plans with impacted utility signatures to the CLV. CLV shall be responsible for obtaining internal CLV approvals.

All plans submitted in this design phase shall be 22" x 34" and shall be per the submittal schedule in this scope.

- **Deliverables:**
- One (1) set of original final 22" x 34" mylars sealed by a professional engineer registered in the State of Nevada
 - One (1) half-size (11"x17") set of duplicate mylars
 - One (1) set of original final supplemental specifications and bid schedule
 - Electronic spreadsheet of the Final Opinion of Probable Cost
 - Electronic copy (CD) of the drawings in AutoCAD 2004 and an electronic copy (CD) of the drawings in pdf format
 - Electronic copy (CD) of the specifications in the latest version of Microsoft Word
 - Bid Schedule
 - Construction Schedule with timelines

EXHIBIT B

ADDITIONAL SERVICES

Bonanza Trail Improvements

Additional tasks identified below are not included in the basic services listed in Exhibit A. A fee estimate for these tasks shall be prepared as requested by the CLV. Work for these services shall be authorized by an additional services agreement.

- 301 Title Report: Obtain title reports for use in establishing horizontal control and exiting right-of-way information along the trail alignment.

- 302 Record of Survey: Prepare a Record of Survey showing the proposed centerline and all main ties to intersecting streets and major section lines in accordance with NRS 625.

- 303 Additional Right-of-Way Coordination: Obtain legal descriptions and maps for the right-of-way (ROW) and/or easements in addition to those specified in Exhibit A. Legal descriptions and exhibits acceptable to the City of Las Vegas will be prepared.

- 304 Additional Geotechnical Investigation: Provide geotechnical borings and evaluation in addition to that specified in Exhibit A.

- 305 Additional Survey Services: Provide survey services in addition to that specified in Exhibit A.

- 306 Additional Potholing: Provide potholing services in addition to that specified in Exhibit A.

- 307 Landscape Design: Provide landscape design plans for the project.

- 308 Additional Design Services: Provide design services for items not included within Exhibit A. Design plans will be incorporated into design submittals within the basic services.

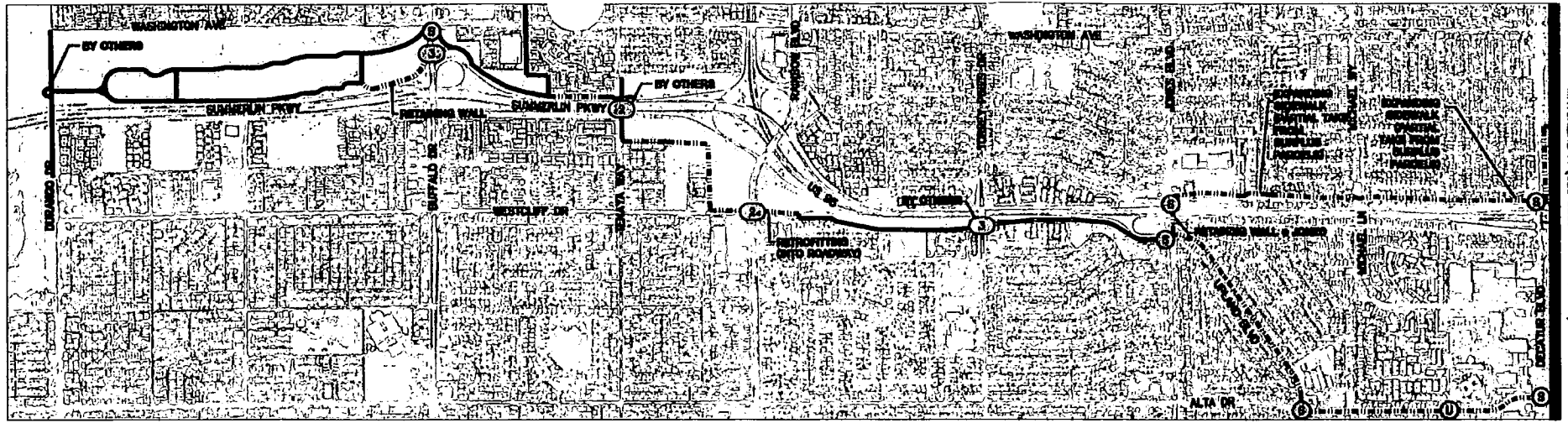
- 309 Design of Bridge Over Decatur Boulevard: Provide design services for a bridge structure to the north of US 95 over Decatur Boulevard along the path alignment. Design plans will be incorporated into design submittals within the basic services.

- 310 Design of Path Between Decatur and Valley View Boulevard: Provide design services for a shared use path alignment to the north of US95 and

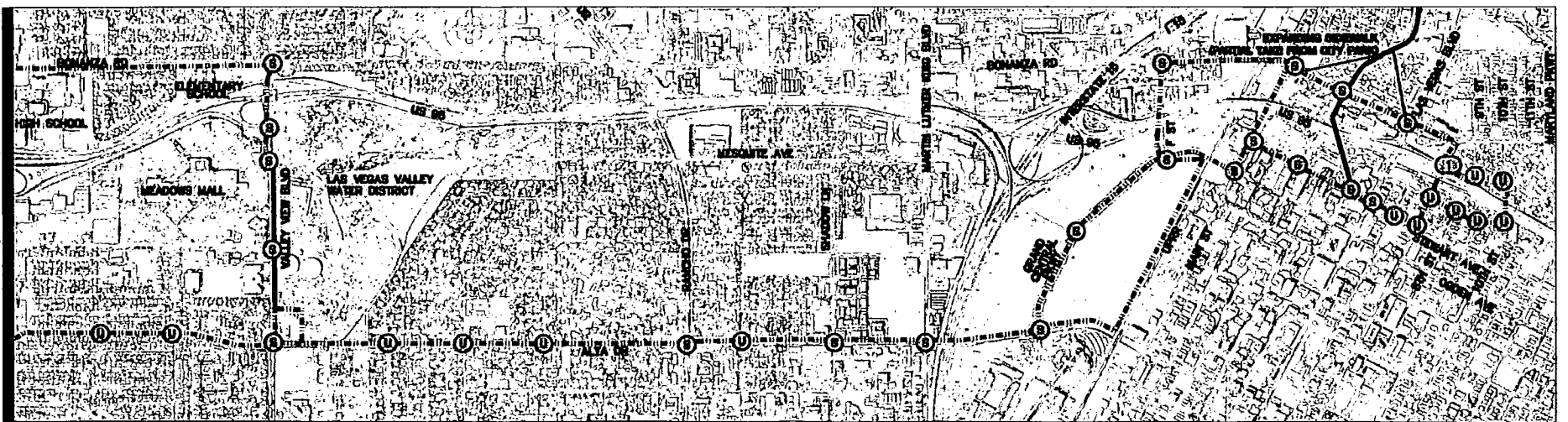
to the south of the existing schools and residential properties between Decatur Boulevard and Valley View Boulevard. Design plans will be incorporated into design submittals within the basic services.

- 311** Additional Public Meetings/Preparation: Prepare for and/or attend public meetings in addition to that specified in Exhibit A.
- 312** Additional Drainage Analysis: Provide drainage analyses in addition to that specified in Exhibit A.
- 313** Environmental Assessment: Provide an environmental assessment or any other environmental studies.
- 314** Utility Rehabilitation or Additional Utility/Agency Coordination: Provide design and coordination for utility rehabilitation or additional utility/agency coordination that is not specified in Exhibit A.
- 315** Meeting(s) with individual property owners: Attend meetings or prepare materials for specific property owners or groups of property owners along the trail alignment.
- 316** Bid Phase Support: Provide support to the CLV during the Bid Phase.
- 317** Construction Phase Services: Provide Construction Phase Services including such items as response to Request for Information, shop-drawing review and attend field meetings
- 318** Record Drawings: Prepare record drawings that document the as-built information provided to the Consultant by the Contractor.

MATCHLINE A (SEE BELOW MATCHLINE B)



MATCHLINE B (SEE ABOVE MATCHLINE A)



LEGEND

INTERSECTION CROSSINGS:

- ② SIGNALIZED (DWG 256.1)
- ① UNSIGNALIZED (DWG 256.1)

MID-BLOCK CROSSINGS:

- ① 4 LANES (DWG 256.3)

SEPARATED GRADE CROSSINGS:

- ② BRIDGE
- ③ UNDER CROSSING (BOX CULVERT)

- PROPOSED ALIGNMENT
- PROPOSED PATH BY OTHERS
- EXISTING PATH

NOTE:
ATTENTION IS DRAWN TO THE FACT THAT THE
SCALE OF THESE DRAWINGS MAY HAVE BEEN
DISTORTED DURING REPRODUCTION PROCESSES



RECOMMENDED ALIGNMENT BONANZA TRAIL

City of Las Vegas
and Associates, Inc.

EXHIBIT "C" MAN-HOUR ESTIMATE BONATTA TRAIL IMPROVEMENTS

TASK	DESCRIPTION	Keying Item							KMA	SUBTOTAL	
		SE	SLA	PM	PE	EMLA	CAAO	CLER			
10.00 BASIC SERVICES											
10.01	Project Status Meeting & Minutes	20	0	60	20	120	0	40		280	
10.02	Project Schedule	5	5	0	5	5	0	10		30	
10.03	Review Meetings & Minutes	0	0	0	0	20	0	10		30	
	SUBTOTAL	25	5	60	25	145	0	60		340	
15.00 PRELIMINARY DESIGN (5%)											
15.01	Survey	0	0	0	1	0	4	0		5	
	Right-of-Way Verification	0	0	0	4	4	4	0		12	
	Construction Plans	0	0	1	4	4	4	0		13	
	Detail Plans	0	0	0	4	4	4	0		12	
	Agency Coordination	0	0	0	2	0	0	0		2	
	Utility Coordination	0	0	0	0	0	4	0		4	
	Quantities	4	0	1	2	4	4	0		11	
	Specifications	4	0	4	0	0	0	4		12	
	Reproduction & Submittal	0	0	2	0	0	4	0		6	
15.02	DESIGN (5%)	2	0	0	9	4	0	0		16	
	Design Analysis & Recommendations	2	0	1	9	4	0	0		16	
	Construction Plans	0	0	0	2	4	4	0		10	
	Detail Plans	0	0	0	2	4	4	0		10	
	Utility Coordination	0	0	2	0	0	0	0		2	
	Utility Coordination	0	0	2	0	0	0	0		4	
	Quantities	4	0	4	2	0	0	0		11	
	Specifications	4	0	4	0	0	0	0		12	
	Reproduction & Submittal	0	0	2	0	0	4	0		6	
	SUBTOTAL	16	0	41	34	42	58	12		223	
20.00 CURRENT CONSTRUCTION PLANS ON US-45 WITHIN 1/4 MILE OF BONATTA TRAIL											
20.01	Current Construction Plans on US-45 Within 1/4 Mile of Bonatta Trail	0	0	2	1	2	0	0		5	
20.02	Get status of projects along corridor	0	0	8	2	2	20	10		40	
20.03	Review & Approve Plans	0	0	2	2	2	10	0		34	
	SUBTOTAL	0	0	12	5	32	30	0		79	
30.00 CONSTRUCTION WITH UTILITY COMPANIES/AGENCIES											
30.01	Coordination with utility companies/agencies	0	0	0	0	10	20	0		30	
30.02	Review utility plans	0	0	0	10	0	20	0		30	
30.03	Utility boring	0	0	0	0	0	0	40		40	
30.04	Utility Conflict Resolution Meetings & Minutes	4	4	4	4	4	8	0		28	
30.05	Coordination with MDOT, RTG, CCRSD, & CCR-CD	4	4	4	4	4	8	0		28	
	SUBTOTAL	8	4	8	28	38	60	4		168	
40.00 REVIEW & UPDATE AERIAL IMAGERY											
40.01	Review & update aerial imagery	0	0	2	0	0	5	0		17	
40.02	Review & update horizontal control plan	0	0	0	0	0	8	0		8	
40.03	Review & update field topo	0	0	0	0	0	8	0		8	
40.04	Field Review of Survey Data	4	4	8	0	16	16	0		44	
	SUBTOTAL	4	4	12	0	41	46	0		108	
50.00 DETERMINE JOINTS LOCATION TIES											
50.01	Determine joints location ties	0	0	0	0	0	6	4		10	
50.02	Coordination with project category	0	0	2	0	0	4	0		6	
50.03	Review & update project information	0	0	2	0	0	4	0		10	
	SUBTOTAL	0	0	4	0	10	8	0		24	
60.00 REVIEW BACKGROUND DATA											
60.01	Review Background Data	0	0	3	0	0	5	0		8	
60.02	Site Reconnaissance	0	0	6	0	0	5	0		11	
60.03	Review Geotechnical Report (GCR)	5	0	3	0	0	5	0		13	
60.04	Review Geotechnical Report (GCR)	5	0	3	0	0	5	0		13	
	SUBTOTAL	5	0	11	0	15	15	0		31	
70.00 CONSTRUCTION PLANS											
70.01	Construction Plans	0	0	0	0	0	6	0		6	
70.02	Field Investigation	0	0	3	0	0	3	0		12	
70.03	Field Review	1	0	4	0	0	0	0		5	
70.04	Field Review & Signage	1	0	4	0	0	0	0		6	
	SUBTOTAL	1	0	7	0	9	9	0		26	
80.00 TRAFFIC COUNTS											
80.01	Traffic Counts	0	0	0	3	5	0	0		8	
80.02	Alternatives Evaluation	5	0	10	10	10	10	0		45	
80.03	Signage, Striping, Painting and Travel Lanes	5	0	10	10	10	10	0		45	
	SUBTOTAL	10	0	20	23	25	20	0		88	
90.00 REVIEW EXISTING STUDIES											
90.01	Review Existing Studies	4	0	4	4	4	4	0		20	
90.02	Review Existing Studies	4	0	4	4	4	4	0		20	
90.03	Recommendations	4	0	4	4	10	10	0		28	
	SUBTOTAL	12	0	12	18	18	22	0		62	

EXHIBIT "C" MAN-HOUR ESTIMATE Bonanza Trail Improvements											
TASK	DESCRIPTION	SE	SLA	PM	PE	EALA	CADD	CLER	N/A SUBTOTAL		
100.01	Recommend Alternative	1	0	0	3	20	0	0	0	0	24
	SUBTOTAL										24
110.01	Typical Section Development	0	2	5	0	0	0	18	0	0	25
110.02	Cost Estimate	0	0	4	4	8	9	0	0	0	25
	SUBTOTAL	0	2	0	4	9	27	0	0	0	51
120.01	Alternatives	5	0	5	18	0	18	0	0	0	46
120.02	Details	5	0	5	18	18	36	0	0	0	82
	SUBTOTAL	10	0	10	36	18	54	0	0	0	128
130.01	Cost Report Preparation	0	0	18	18	40	9	9	0	0	103
130.02	Final Report Preparation	0	0	12	12	30	6	9	0	0	75
	SUBTOTAL	15	0	30	30	70	15	18	0	0	178
140.01	Cut sheets	0	0	1	0	0	2	0	0	0	3
	Sheet Layout Plan	0	0	0	0	0	9	0	0	0	9
	Horizontal Control Plan	0	0	0	0	0	1	8	0	0	10
	Vertical Alignment/Grading	0	0	0	0	0	2	0	0	0	2
	Lighting Utility Plan	0	0	0	0	0	0	2	0	0	2
	Signaling & Marking Plan	0	0	1	0	0	0	2	0	0	3
	At-Grade Crossing Details	0	0	0	0	0	0	0	0	0	10
	RAW take plans	0	0	2	0	0	8	0	0	0	10
140.02	Horizontal and Vertical Design	0	0	4	4	9	18	0	0	0	35
	demolition design	0	0	4	4	4	4	0	0	0	18
	field verification of demo limits	0	0	0	0	0	0	0	0	0	13
	create roadway profile	0	0	18	18	18	18	0	0	0	78
	horizontal alignment alternative analysis	6	0	12	12	12	12	0	0	0	54
	vertical alignment alternative analysis	6	0	12	12	12	12	0	0	0	54
	vertical alignment alternative analysis	6	0	12	12	12	12	0	0	0	54
	vertical alignment alternative analysis	6	0	12	12	12	12	0	0	0	54
	field verification of vertical design	2	0	0	0	30	30	0	0	0	78
	vertical alignment design	4	0	18	18	4	4	0	0	0	18
	cross section analysis	2	0	18	18	30	30	0	0	0	90
	structural design	2	0	18	18	30	30	0	0	0	90
	QA/QC roadway plans	18	0	0	0	0	0	0	0	0	18
140.03	Lighting & Irrigation Plan	0	0	4	4	4	8	0	0	0	20
	Existing Lighting Survey	1	2	0	0	18	18	0	0	0	39
	Lighting Design	2	0	0	0	0	0	0	0	0	2
140.04	Sign and Signaling Location	0	0	9	9	9	18	0	0	0	45
	Sign and Signaling Location	0	0	9	9	9	18	0	0	0	45
	Existing Signaling & Marking Survey	2	0	4	4	4	8	0	0	0	22
	Signaling & Marking Design	2	0	4	4	4	8	0	0	0	22
140.05	Quantities	4	0	0	0	0	0	0	0	0	4
	Quantities	4	0	0	0	0	0	0	0	0	4
	Prepare Construction Quantities	0	0	0	6	12	12	0	0	0	30
	Prepare Quantity Summary	0	0	4	9	12	12	0	0	0	33
	Prepare quantity summary drawing	0	0	2	4	9	18	0	0	0	33
140.06	Outline of Supplemental Specifications	4	0	0	0	0	0	0	0	0	4
	Outline of Supplemental Specifications	4	0	0	0	0	0	0	0	0	4
	Prepare Specifications	4	0	4	4	24	0	6	0	0	42
	QA/QC Specifications	4	0	4	4	4	0	0	0	0	12
140.07	Print & Copy Plans & Specifications	8	0	0	0	0	0	0	0	0	9
140.08	Submit Plans to CLV and Utilities	0	0	4	4	4	0	0	0	0	17
	Submit Plans to CLV and Utilities	0	0	4	4	4	0	0	0	0	17
	SUBTOTAL	79	2	148	139	343	309	24	0	0	865
150.01	Preparation of Exhibits	0	0	4	6	18	18	0	0	0	44
150.02	Revision of exhibits between meetings	2	2	2	2	9	18	0	0	0	35
150.03	Neighborhood meetings (2 meetings)	10	0	10	0	10	0	0	0	0	39
150.04	Prepare neighborhood meeting summary	2	2	4	4	9	0	0	0	0	21
150.05	Follow-up meeting with CLV (2 meetings)	8	9	9	8	8	0	0	0	0	45
150.06	Prepare meeting minutes	0	0	4	4	10	0	0	0	0	18
	SUBTOTAL	23	13	23	25	63	36	0	0	0	153

EXHIBIT "C" MAN-HOUR ESTIMATE BONANZA TRAIL IMPROVEMENTS

TASK	DESCRIPTION	Kiewit-Horn							KNA SUBTOTAL
		SE	SLA	PM	PE	EA/LA	CADD	CLER	
160.01	Review Comments	2	0	2	4	0	0	0	17
160.01	Consolidate Redline Comments	4	0	0	4	16	0	0	32
160.02	Respond to Comments								
160.02	Update Civil Sheets (1 + 1 New Sheets)								
	Cover Sheet	0	0	1	0	0	2	0	3
	Sheet Index	0	0	1	0	0	2	0	3
	Sheet Layout Plan	0	0	1	0	0	2	0	3
	Horizontal Control Plan	0	0	1	0	0	2	0	3
	General Notes/Abbreviation Legend	0	0	1	0	0	2	0	3
	Typical Sections	0	0	1	0	0	2	0	3
	Details	0	0	1	0	0	2	0	3
	Structural Plans	0	0	1	0	0	2	0	3
	Retaining Wall Plans	0	0	1	0	0	2	0	3
	Signaling & Marking Plans	0	0	1	0	0	2	0	3
	Signaling & Marking Detail Sheet	0	0	1	0	0	2	0	3
	AK-Greene Crossing Details	0	0	1	0	0	2	0	3
	R/W table plans	0	0	1	0	0	2	0	3
160.03	Updates Horizontal and Vertical Design								
	updates demo limit design	0	0	2	0	4	4	0	10
	field verification of demo limits	0	0	4	0	0	4	0	12
	updates horizontal alignment design	2	0	0	0	12	16	0	30
	updates vertical alignment design	2	0	0	0	12	16	0	30
	field verification of horizontal design	0	0	4	0	4	0	0	8
	cross section analysis	2	0	9	0	0	0	0	22
	QA/QC review plans	2	0	12	0	0	12	0	26
160.04	Updates Lighting & Irrigation Plan	14	0	0	0	0	0	0	14
	QA/QC Lighting Plan								
160.05	Updates Signaling and Marking Locations	2	0	2	0	4	0	0	13
	QA/QC Lighting Plan								
160.06	Updates Signaling and Marking Design	0	0	0	2	2	6	0	10
	QA/QC Signaling & Marking Design	2	0	0	0	0	0	0	22
160.06	QA/QC Signaling & Marking Plans								
	Utility Conflict	2	0	0	0	0	0	0	41
	contract verification	2	0	0	4	0	20	0	26
160.07	Updates Construction Quantities	2	0	0	0	30	10	0	42
	Prepare Construction Quantities								
	Updates Overview of Preliminary Costs	0	0	4	4	10	0	0	24
	Update Quantity Summary Drawing	0	0	2	2	0	0	0	16
	QA/QC Quantities & Costs	4	0	0	0	0	4	0	7
160.08	Supplemental Specifications	4	0	0	0	0	0	0	35
	Prepare Specifications								
	Coordinate with CLV	2	0	4	2	20	0	0	30
160.09	QA/QC Specifications	4	0	0	0	0	0	0	13
160.10	Print & Copy Plans & Specifications	0	0	4	0	0	0	0	31
	Submit Plans to CLV and Utilities	0	0	2	0	4	0	4	10
	SUBTOTAL	59	0	104	44	340	150	25	591
170.01	Review Comments	0	0	2	0	0	0	0	8
170.01	Consolidate Redline Comments	4	0	6	2	0	0	0	24
170.02	Respond to Comments								
170.02	Update Civil Sheets								
	Cover Sheet	0	0	1	0	0	2	0	3
	Sheet Layout Plan	0	0	1	0	0	2	0	3
	Sheet Index	0	0	1	0	0	2	0	3
	Horizontal Control Plan	0	0	1	0	0	2	0	3
	General Notes/Abbreviation Legend	0	0	1	0	0	2	0	3
	Typical Sections	0	0	1	0	0	2	0	3
	Details	0	0	1	0	0	2	0	3
	Structural Plans	0	0	1	0	0	2	0	3
	Retaining Wall Plans	0	0	1	0	0	2	0	3
	Signaling & Marking Plans	0	0	1	0	0	2	0	3
	Signaling & Marking Detail Sheet	0	0	1	0	0	2	0	3
	AK-Greene Crossing Details	0	0	1	0	0	2	0	3
170.03	Updates Horizontal and Vertical Design								
	updates demo limit design	0	0	2	0	4	4	0	12
	field verification of demo limits	0	0	4	0	0	0	0	8
	updates horizontal alignment design	2	0	0	0	9	9	0	23
	updates vertical alignment design	2	0	0	0	9	9	0	23
	field verification of horizontal design	0	0	4	0	4	0	0	8
	cross section analysis	1	0	0	0	0	0	0	22
	QA/QC review plans	14	0	0	0	0	10	0	24
	QA/QC review plans								

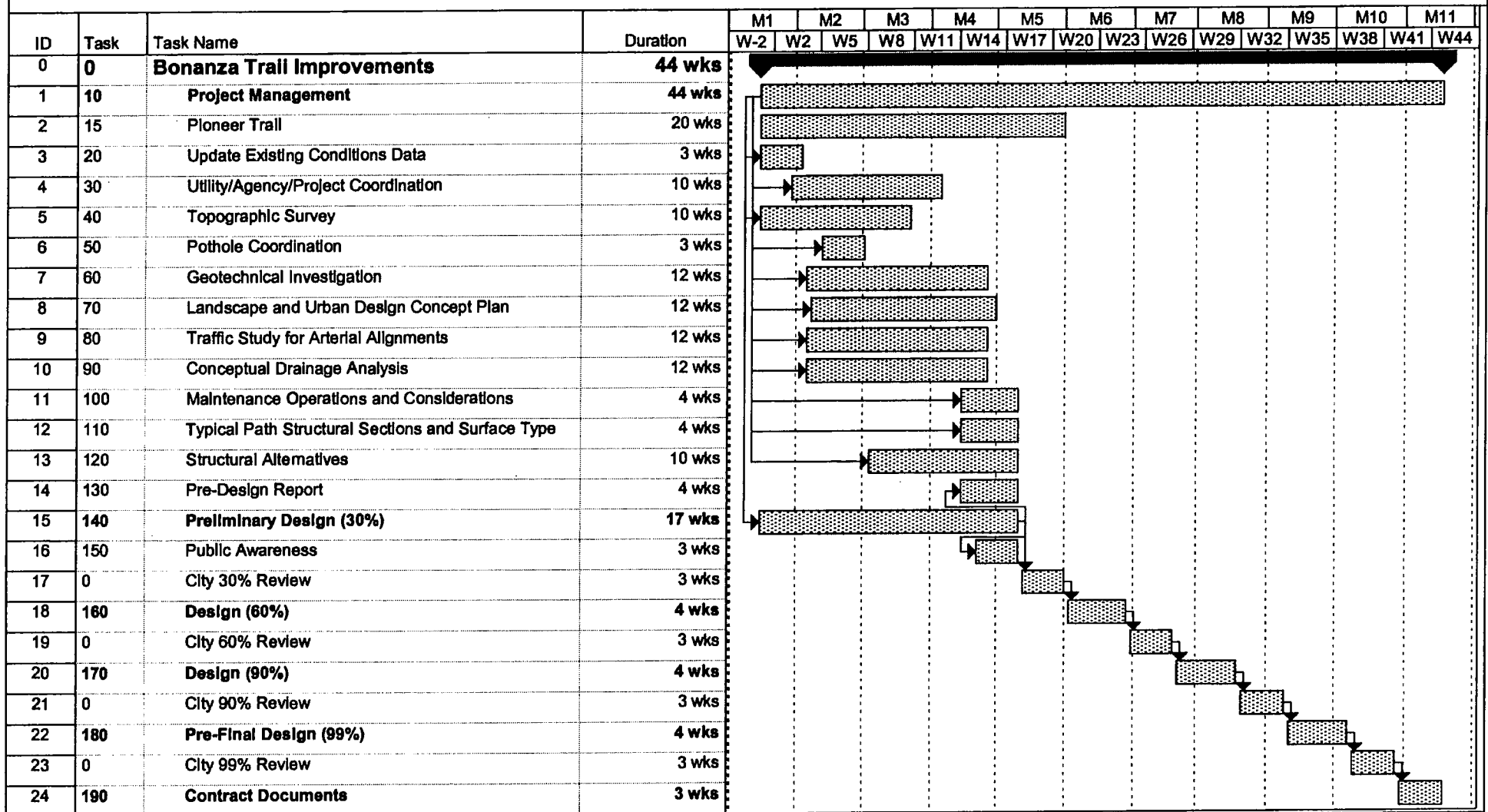
EXHIBIT "C" MAN-HOUR ESTIMATE Botaniza Trail Improvements

TASK	DESCRIPTION	Man-Hours							KMA SUBTOTAL
		SE	SLA	PM	PE	EA/LA	CADD	CLER	
170.04	Update Lighting & Irrigation Plan								
	Update Lighting Design	2	2	2	2	2	2	0	12
	QA/QC Lighting Plan	4	0	0	0	0	0	0	4
170.05	Update Signage and Entry Locations								
	Update Signage and Entry Locations	2	0	2	0	2	0	0	15
	QA/QC Signage & Entry Design	4	0	0	0	0	0	0	4
170.06	Utility Conflict								
	Utility Conflict	2	0	4	2	4	4	0	16
	Conflict Resolution	2	0	4	2	4	4	0	21
170.07	Update Quantities								
	Update Construction Quantities	0	0	4	2	9	0	0	24
	Update Quantity of Probable Costs	0	0	2	2	6	0	0	10
	Update Quantity Summary Drawing	0	0	0	0	2	4	0	6
	QA/QC Quantities & Costs	4	0	0	0	0	0	0	4
170.08	Supplemental Specifications								
	Update Specifications	8	8	4	2	9	8	8	24
	Overseer with CLV	0	0	0	0	4	0	0	12
	QA/QC Specifications	4	0	0	0	0	0	0	13
	Construction Planning Plan	0	0	0	0	0	0	0	0
	Improve planting plan	0	0	0	0	0	0	0	0
170.09	Print & Copy Plans & Specifications								
	QA/QC printing plan	0	0	0	0	0	0	0	0
	Print & Copy Plans to CLV and Utilities	0	0	4	0	0	0	2	12
170.10	Subtotal Plans to CLV and Utilities								
	SUBTOTAL	67	2	106	20	163	133	20	622
180.01	Review Comments								
	Revised Comments	0	0	2	0	0	0	0	11
	Revised Comments	2	0	8	6	8	8	0	21
	QA/QC Plans	15	0	0	0	0	0	0	64
180.02	Update Quantities								
	Update Construction Quantities	0	0	4	4	9	0	0	32
	Update Quantity of Probable Costs	0	0	4	4	9	0	0	20
	Update Quantity Summary Drawing	0	0	0	0	0	0	0	16
	QA/QC Quantities & Costs	0	0	0	0	0	0	0	0
180.03	Supplemental Specifications								
	Update Specifications	1	0	0	2	9	0	0	27
	Overseer with CLV	8	0	4	0	4	0	0	8
	QA/QC Specifications	4	0	0	0	0	0	0	13
	Construction Planning Plan	0	0	0	0	0	0	0	0
	Improve planting plan	0	0	0	0	0	0	0	0
180.04	Print & Copy Plans & Specifications								
	QA/QC printing plan	0	0	0	0	0	0	0	0
	Print & Copy Plans to CLV and Utilities	0	0	4	0	0	0	2	12
180.05	Subtotal Plans to CLV and Utilities								
	SUBTOTAL	20	0	40	20	114	80	22	316
180.01	Review Comments								
	Revised Comments	0	0	2	0	0	0	0	8
	Revised Comments	2	0	4	2	8	8	0	19
	QA/QC Plans	8	0	0	2	0	18	0	31
180.02	Update Quantities								
	Update Construction Quantities	0	0	2	4	9	0	0	16
	Update Quantity of Probable Costs	0	0	2	2	4	0	0	10
	Update Quantity Summary Drawing	0	0	0	0	2	2	0	4
	QA/QC Quantities & Costs	2	0	0	0	0	0	0	2
180.03	Supplemental Specifications								
	Update Specifications	8	0	4	2	9	0	4	19
	Overseer with CLV	4	0	4	0	4	0	0	8
	QA/QC Specifications	4	0	0	0	0	0	0	8
	Construction Planning Plan	0	0	0	0	0	0	0	0
	Improve planting plan	0	0	0	0	0	0	0	0
180.04	Print & Copy Plans & Specifications								
	QA/QC printing plan	0	0	0	0	0	0	0	0
	Print & Copy Plans to CLV and Utilities	0	0	0	0	0	0	0	0
180.05	Subtotal Plans to CLV and Utilities								
	SUBTOTAL	18	0	20	12	73	20	21	178
END OF LIAISON SERVICES									
END OF ADDITIONAL SERVICES									
GRAND TOTAL		405	46	157	378	1,207	1,238	315	3,287
SE - Senior Engineer, SLA - Senior Landscape Architect, PM - Project Manager, PE - Project Engineer, EA/LA - Engineering Assistant, CADD - CADD Operator, CLER - Admin Support									

MARSH FORD

BASIC SERVICES	\$633,160
ADDITIONAL SERVICES	\$144,896
TOTAL PROJECT	\$778,056

**EXHIBIT E-1
DETAILED PERFORMANCE SCHEDULE
Bonanza Trail Improvements**



Project: Bonanza Trail Improvements
Date: Mon 8/2/04

Task		Rolled Up Task		Project Summary	
Split		Rolled Up Split		External Milestone	
Progress		Rolled Up Milestone		Deadline	
Milestone		Rolled Up Progress			
Summary		External Tasks			

EXHIBIT F - INVOICE FORMAT

TO: **CITY OF LAS VEGAS**
 400 East Stewart Avenue
 Las Vegas, Nevada 89101
 Attention: Mark Sorensen, P.E.

Kimley-Horn and
 P.O. Box 79384
 City of Industry, CA

Project Name: **Bonanza Trail Improvements**

Date: _____

Invoice # _____

Job #: _____

Item	Contract Task	% of task	\$ Amount of task	\$ of task bill to	\$ Amount of task
Contract Task #	Amount	completed	billed this period	date	remaining
10					
15					
20					
30					
40					
50					
60					
70					
80					
90					
100					
110					
120					
130					
140					
150					
160					
170					
180					
190					
301					
302					
303					
304					
305					
306					
307					
308					
309					
310					
311					
312					
313					
314					
315					
316					
317					
318					
totals	\$ -		\$ -	\$ -	\$ -

TOTAL AMOUNT DUE THIS INVOICE

Total Billed to Date

Total Amount of Contract (Base services + change orders)

Amount Tasks Remaining in Contract

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
<u>Name</u>	Kimley-Horn and Associates, Inc.
<u>Address</u>	1050 East Flamingo Rd., S210 Las Vegas, NV 89119
<u>Telephone</u>	(702) 734-5666
<u>EIN or DUNS</u>	56-0885615

Block 2	<u>Description</u>
	<u>Subject Matter of Contract/Agreement:</u>
	Engineering Services for Bonanza Trail Improvements
<u>RFP #:</u>	

Block 3**Type of Business**

☐ Individual
 ☐ Partnership
 ☐ Limited Liability Company
 ☐ Corporation

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark S. Wilson President	3001 Weston Parkway Cary, NC 27513	919-677-2000
2.	Michael N. Byrd Executive Vice President	3001 Weston Parkway Cary, NC 27513	919-677-2000
3.	Robert G. Wright Chairman	3001 Weston Parkway Cary, NC 27513	919-677-2000
4.	Barton J. Barham Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
5.	Brooks H. Peed Executive Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
6.	Joseph B. Pollack Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
7.	T. Jack Bagby, III Senior Vice President	501 Independence Parkway, Suite 300 Chesapeake, VA 23320	757-548-7300
8.	Donald L. Bartlett Executive Vice President	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
9.	Steve G. Godfrey Senior Vice President	3660 Maguire Boulevard, Suite 200 Orlando, FL 32803-3062	407-898-1511
10.	Jerry W. Ingram Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the Number of sheets: 1

Block 5 Disclosure of Ownership and Principals - Alternate

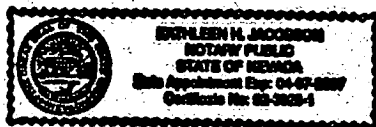
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

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



Michael Colety

Name

August 2, 2004

Date

Subscribed and sworn to before me this 2nd day of

August, 2004.

Kathleen H. Jacobsen

Notary Public

Kimley-Horn and Associates, Inc.

<u>Principal Name</u>	<u>First Year as a Principal</u>
John C. Atz	1/1/00
Barry L. Barber	5/1/03
Roscoe L. Biby	6/1/00
Gregory B. Burns	1/1/01
Deborah L. Calevich	6/1/00
Paul L. Cherry	6/1/01
Brent L. Christian	5/1/03
Mona J. Christie	6/1/00
B. D. Coomer	5/1/99
Fred C. Corey	5/1/02
Gary M. Garlow	1/1/01
Kevin S. Gaskey	1/1/00
Charels L. Geer	9/20/93
Ross M. Horn	1/1/02
Richard W. Mercer	6/1/00
J. S. Mifflin	5/1/95
Stephen J. Oenbrink	5/6/91
Roger R. Parenteau	5/1/95
William B. Pate	1/1/03
James M. Roberts	1/1/00
K. K. Saxena	6/1/00
Michael G. Schiller	1/1/02
Frederick W. Schwartz	5/1/03
Christopher A. Squires	6/1/00
Sam S. Stebbins	1/1/03
Joseph C. Swanson	5/1/98
Henry B. Wall, III	5/3/93
Gary W. Wallace	1/1/01

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of funding for relocation of existing Sprint - Central Telephone facilities located adjacent to the Water Pollution Control Facility at 6005 East Vegas Valley Drive (\$30,000 - Sanitation Fund) - County

Fiscal Impact

☐

No Impact

Amount: \$30,000

☒

Budget Funds Available

Dept./Division: Public Works/Environmental

☐

Augmentation Required

Funding Source: Sanitation Fund

PURPOSE/BACKGROUND:

Design is complete for the first phase of security upgrades at the Water Pollution Control Facility (WPCF) as recommended in the Vulnerability Assessment. Included in this project (WPCF - Contract 31) is the design of one combined entrance with the dedicated right-turn lane on Vegas Valley Drive. These improvements necessitate the relocation of existing Sprint Facilities on the south side of Vegas Valley Drive.

RECOMMENDATION:

The Director of Public Works recommends that the City Council approve funding for the relocation of existing Sprint facilities adjacent to the Water Pollution Control Facility.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the installation of Speed Humps on Van Buren Avenue between Lamb Boulevard and Marion Drive (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☒

Budget Funds Available

☐

Augmentation Required

Amount: \$7,800

Dept./Division: Public Works/Traffic Eng.

Funding Source: Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:

Residents on Van Buren Avenue between Lamb Boulevard and Marion Drive have requested the installation of speed humps on their street. Studies conducted on this roadway showed that the 85th percentile speed was 40 mph and the volume of traffic was 1,157 vehicles per day. Van Buren Avenue accumulated 49 points; a total of 40 points is necessary to meet the speed hump criteria. Van Buren Avenue is not an emergency response route.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with MACK abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

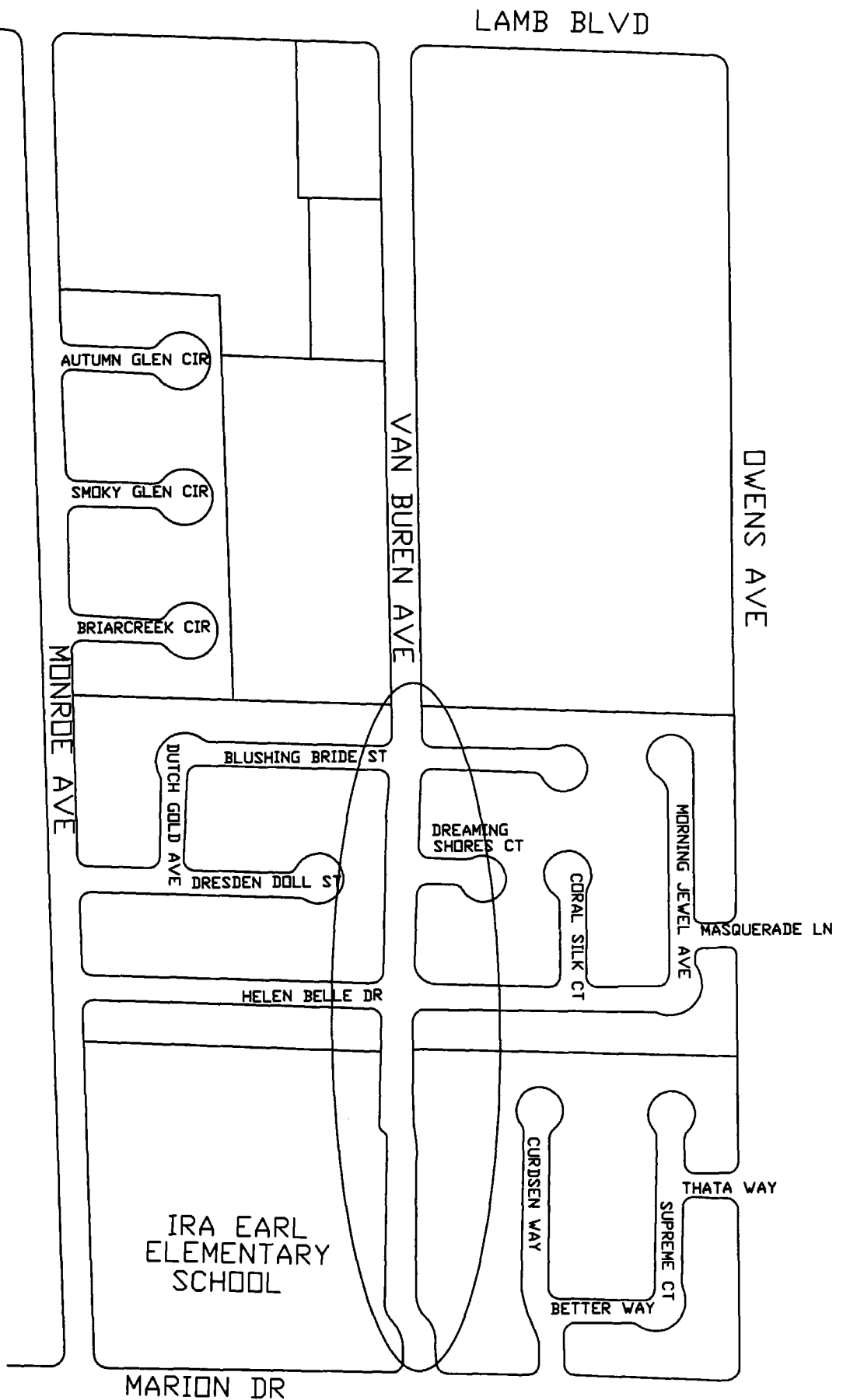
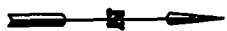
MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

○ PROPOSED SPEED HUMP AREA



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of the installation of Speed Humps on Azure Drive between Torrey Pines Drive and Jones Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$7,800

☒

Budget Funds Available

Dept./Division: Public Works/Traffic Eng.

☐

Augmentation Required

Funding Source: Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:

Residents on Azure Drive between Torrey Pines Drive and Jones Boulevard have requested the installation of speed humps on their street. Studies conducted on this roadway showed that the 85th percentile speed was 43 mph and the volume of traffic was 1,764 vehicles per day. Azure Drive accumulated 78 points; a total of 40 points is necessary to meet the speed hump criteria. Azure Drive is not an emergency response route. The speed humps would be installed after the curb and gutter improvements have been completed on the south side of the street, which is estimated to be September 15, 2004.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

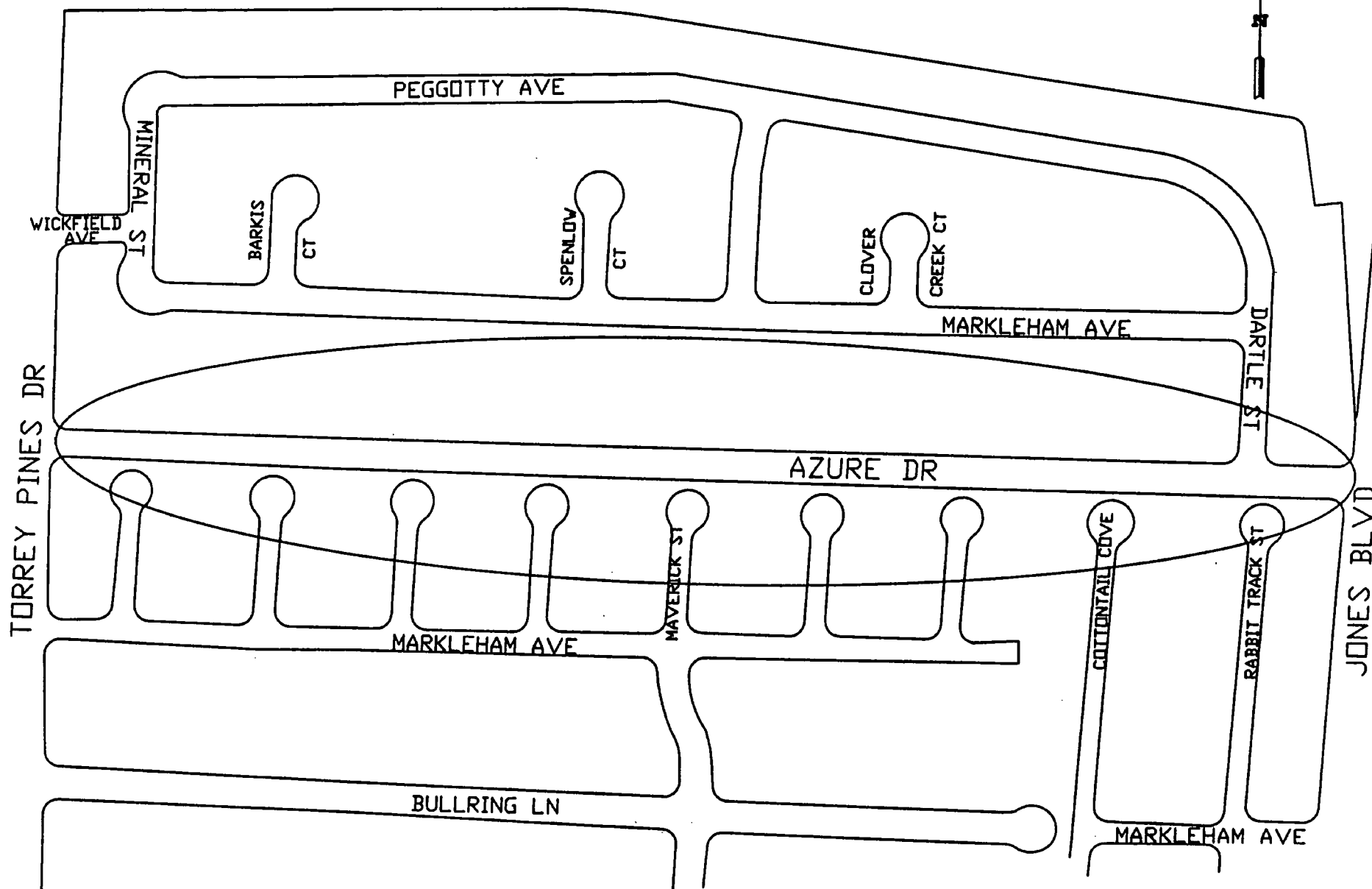
MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

215 BELTWAY



PROPOSED SPEED HUMP AREA

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

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

Approval of a General Release and Settlement Agreement, whereby City shall receive \$63,500 from Zurich North American Insurance Co., in exchange for releasing Off Site Improvement Bond NB1552 with Contractors Bonding and Insurance Company for a project called Corte Madera located at the northeast corner of Holly Avenue and Simmons Street - Ward 5 (Weekly)

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

The Corte Madera Homeowners Association sued the developers and sureties of its 192 unit condominium project ("Corte Madera"), for construction defects. The City was not named in such action, but has its own claim against the surety for off site improvement defects. This global settlement agreement settles all claims in the matters involved, including the City's claim against the surety on Off Site Improvement Bond NB1552 with Contractors Bonding and Insurance Company. The City will receive \$63,500 upon approval of this Agreement.

RECOMMENDATION:

Approve the General Release And Settlement Agreement.

BACKUP DOCUMENTATION:

1. General Release And Settlement Agreement
2. Submitted at meeting: General Release and Settlement Agreement

MOTION:

REESE – APPROVED as recommended – UNANIMOUS

MINUTES:

Under Item 2, DEPUTY CITY ATTORNEY TOM GREEN requested Item 52 be pulled forward for discussion so that he could clarify that the other parties have made minor changes to the settlement agreement since this matter was placed on the agenda. The finalized agreement was provided to the City Clerk's Office and is ready for approval. The City will receive the money as soon as the agreement is signed and the escrow process is done.

(9:28 – 9:30/9:30 – 9:31)

1-758/1-830

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement ("Agreement") is entered into between the "Parties" to this Agreement specifically identified as Plaintiff CORTE MADERA HOMEOWNERS ASSOCIATION, INC., a Nevada non-profit corporation ("Plaintiff"), Defendants CORTE MADERA, LLC, a Nevada Corporation, SAXTON INCORPORATED, a Nevada Corporation, SARATOGA LAND AND DEVELOPMENT, JIM and DOROTHY SAXTON, WALDEN BUILDING SERVICES (collectively, "Saxton"), CONNECTICUT SPECIALTY INSURANCE COMPANY ("CSI"), Fireman's Fund Insurance Company ("FFIC"), Great American Insurance Company ("GAIC"), Third-Party Defendant J & J Enterprises, Inc. ("J & J"), and The City of Las Vegas ("City") with respect to the claims arising out of the litigation described below and the claim arising out of the improvements to the sewer at the Corte Madera development.

I.

INTRODUCTION

A. There is now pending in the District Court of the State of Nevada, Clark County, an action entitled *Corte Madera Homeowners Association, Inc. v. Corte Madera, LLC, et al.*, Case No. A460936 and related third-party actions and cross-actions (the "Action.") In the operative complaint, Plaintiff alleges against Saxton and J & J the following causes of action: negligence, negligence per se, breach of express warranties, breach of implied warranties, negligent misrepresentation and negligent failure to disclose, breach of fiduciary duty pursuant to Nevada Revised Statutes § 82.221, strict liability, breach of express and implied warranties of merchantability and fitness for a particular purpose, and breach of warranties of quality. The causes of action for negligent misrepresentation, negligent failure to disclose and strict liability were previously dismissed by a stipulation and order as to Saxton. Plaintiff alleges it has a right to pursue the claims in the Action pursuant to the Declarations of Covenants, Conditions and Restrictions which were recorded on or about May 1, 1998 against the Subject Property as defined in the Action on file herein, and pursuant to Nevada Revised Statutes Chapter 116, "The Common Ownership Act," and NRS 116.3102, specifically. Saxton and J & J deny the material allegations in the Action and deny they have any liability to any party to the Action or to any persons or entities.

B. As referenced in this Agreement, "Settling Parties" include the entities, individuals, named defendants and third party defendant set forth in the first paragraph of this Agreement and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, and each of them, jointly and severally.

C. As referenced in this Agreement, "J & J" includes the named defendant and third-party defendant set forth above and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, and each of them, jointly and severally.

D. As referenced in this Agreement, CSI, FFIC, and GAIC include the named insurers set forth above and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, insurance carriers, re-insurance carriers, and each of them, jointly and severally for any and all policies of insurance issued to Saxton.

E. The subject of the Action is a 192 unit condominium complex, including its recreation building, common areas, and streets commonly known as Corte Madera and located at 2510 Adelante Avenue, Las Vegas, Nevada 89106 (hereinafter referred to as "the Real Property.")

F. In the Action, Plaintiff seeks damages for alleged defects and deficiencies related to the Real Property. This Agreement and the releases contained collectively herein will extend to all claims, defects and deficiencies related to the Real Property at Corte Madera. The claims and damages asserted by Plaintiff which are released include, but are not limited to, the following:

(1) Any and all known and unknown claims held by Plaintiff related to the 192 condominium units, and to any claims, defects and/or deficiencies which are: (a) alleged, threatened to be alleged or which could have at any time been alleged or asserted in the Action against Saxton and/or J & J; (b) investigated by experts retained by Plaintiffs; (c) identified and/or documented at any time by experts retained by Plaintiffs or which were the subject of any reports prepared by experts retained by Plaintiffs, Saxton or J & J; (d) known by Plaintiffs or which could have been known by Plaintiffs by virtue of the discovery conducted in the Action; (e) the subject of any of the numerous mediation sessions and/or mandatory settlement conferences conducted in the matter before Alex Polsky and/or Judge Allan Earl; (f) for consequential damages, diminution of value damages, economic damages, personal injury damages, rescission, cost of repair damages; (g) raised or alleged, or which could have been raised or alleged in the Action by virtue of the discovery conducted in the Action; and (h) known or unknown.

(2) All claims for defects and damage to the existing wet utilities and sewer lines at the Real Property and any claims which were made or could have been made by the City which arise out of, relate to, or pertain to the work performed by Saxton and/or any subcontractor or person, firm, or entity hired by Saxton to complete the work which was the subject of the off site improvement contract date December 15, 1997 between the City of Las Vegas and Saxton ("wet utility issues").

(3) Any claims of Saxton which could have at any time been alleged or asserted in the Action against J & J including but not limited to claims for indemnity or breach of contract.

(4) Any and all claims of J & J related to prior litigation between the parties or claims made by the City, alleged or which could have at any time been alleged or asserted in the Action against Saxton including but not limited to claims for breach of contract, indemnity, unjust enrichment or non-payment.

(5) All claims described in section I(F) are hereinafter collectively referred to as "the Released Claims." The term Released Claims as it is used in reference to releases provided by Plaintiff and the City includes the definition of "Real Property" as defined in I(E) above. "Real Property" is excluded from the definition of Released Claims as it is used in reference to releases provided by Saxton and J&J.

II.

NO ADMISSION

A. In entering into this Agreement, the Parties to this Agreement do not admit the sufficiency of any claims, allegations, assertions, contentions or positions of any other party nor the sufficiency of any defense to any such claims, allegations, assertions, contentions or positions. The Parties to this Agreement desire to resolve the Action in an amicable fashion and pursuant to NRS 17.245 and NRCP 54(b). The Parties to this Agreement have entered into this Agreement in good faith and with a desire to settle among them the Action and to execute a release as set forth in Section IV, below.

III.

MONETARY PAYMENT AND DISMISSAL

A. A total of \$874,944.67, or the remaining completed operations aggregate on the CSI policy if greater, will be paid by CSI on behalf of Saxton to Plaintiff in exchange for the releases contained herein. CSI will provide appropriate documentation, including loss runs, to substantiate the exhaustion of the completed operations aggregate limit. CSI is a general liability insurance carrier for Saxton, Incorporated and related insureds as named or defined in the policy, from June 15, 1999 to June 15, 2000. The payment CSI makes to Plaintiff (described in section III, herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. CSI made a payment of \$874,944.67 on July 9, 2004. The payment was made to the Burdman Law Group, but the funds will not be disbursed until the following conditions are met: (1) All of the settlement terms have been agreed to by the settling

parties; (2) The Court has granted a motion for determination of good faith settlement; (3) The Plaintiff has fully executed the final Release and Settlement Agreement; (4) A Stipulation and Order is filed dismissing the action with prejudice against Saxton, Inc., Corte Madera, LLC, Saratoga Land and Development and all related and affiliated Saxton entities, officers, directors and employees. The Burdman Law Group has also agreed to return the settlement money, along with any interest earned, if the terms of the settlement can not be agreed to. If Plaintiff files a motion to enforce the settlement, the payment by CSI can in no way be introduced or used as evidence that an agreement was reached regarding the settlement.

B. A total of \$225,000.00 will be paid by FFIC on behalf of Saxton to Plaintiff in exchange for the releases contained herein. The payment FFIC makes to Plaintiff (described in section III (B), herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. FFIC will make the payment to the Burdman Law Group Trust Account by August 16, 2004. None of the FFIC funds will be disbursed by the Burdman Law Group until all of the terms of the settlement have been complied with by the parties to this agreement.

C. A total of \$106,500.00 will be paid by Zurich North America Insurance Company ("Zurich") on behalf of Saxton and J & J to Plaintiff in exchange for the releases contained herein. The payment Zurich makes to Plaintiff (described in section III (C), herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. Zurich will make the payment to the Burdman Law Group Trust Account by August 16, 2004. None of the Zurich funds will be disbursed by the Burdman Law Group until all of the terms of the settlement have been complied with by the parties to this agreement.

D. A total of \$63,500.00 will be paid by Zurich on behalf of J & J, Jim and Dorothy Saxton, Corte Madera LLC, and all Saxton affiliated/related entities to the City of Las Vegas in exchange for the releases contained herein. The payment Plaintiff makes to the City described in section III (D), herein) and the release(s) provided in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. The payment is to be made to the Cooksey, Toolen, Gage, Duffy, and Woog Client Trust Account, tax ID number 95-2660623, by August 16, 2004. The funds will not be disbursed to the City until the City has released the Off Site Improvement Bond bearing number NB1552, this General Release and Settlement Agreement has been executed by the City, the Las Vegas City Council has approved the settlement, and the United States Bankruptcy Court has approved the settlement. Upon payment, the City agrees that it will make no claim based on the Off Site Improvement Bond bearing number NB1552.

E. The settlement sums described in section III (A), (B), and (C), above, shall be made payable to the Burdman Law Group Client Trust Account, tax ID number 33-0785357. Saxton and J

& J are obligated to deliver the settlement sums to counsel for Plaintiff. Time is of the essence regarding these payments. Plaintiff's counsel may deposit the settlement proceeds in Plaintiff's counsel's trust account but no portion of the settlement proceeds shall be distributed until (1) all the terms of the settlement have been complied with (2) Plaintiff has executed this Agreement and has returned the executed original Agreement to counsel for Saxton, and (3) the Motion for Good Faith Settlement of Saxton is approved by the Court. Saxton will file the motion on or before July 30, 2004 and obtain ex parte an order shortening the time for hearing of said motion.

F. Upon payment to Plaintiff of the settlement sums described in sections III(A), (B) and (C), above, Plaintiff, Saxton, and J & J, through counsel, will execute a Stipulation and Order of Dismissal, dismissing with prejudice the Complaint filed in Case No. A460936 and the Released Claims and all other remaining claims of Plaintiffs against Saxton and J & J. Jim and Dorothy Saxton, Saxton and J & J, through counsel, will execute a Stipulation and Order of Dismissal, dismissing with prejudice the Third-Party Complaint filed in Case No. A460936 and all breach of contract or indemnity claims J & J or its Carrier may have against all Saxton entities including Jim and Dorothy Saxton. Counsel for Saxton will file the Stipulation and Order of Dismissal forthwith.

G. The total amount of payments to the Plaintiff under this agreement will be \$1,206,444.57. This amount represents new money to be paid to the Plaintiff and is separate from any sums previously paid or agreed to be paid as part of settlements with other third-party defendant subcontractors or their insurance carriers, all of which will be paid over to plaintiff. Saxton and Plaintiff will take all necessary steps to ensure that all such settlements are finalized and proceeds paid to Plaintiff by September 15, 2004. The payment described in section III (A) above has already been made by CSI and is included in the total amount of \$1,206,444.57.

IV.

RELEASES

A. It is the mutual understanding of the Parties to this Agreement that each has the legal authority to give the following release. The Parties specifically warrants that they have the authority to (1) release all of the Released Claims, (2) execute this Agreement and enter into the settlement which is the subject of this Agreement and (3) otherwise bind themselves to this Agreement. In addition, Plaintiff represents and warrants that it has the authority to bind the Association to this Agreement pursuant to resolution duly adopted by its Board of Directors.

B. In consideration of the payment of the settlement sums described in section III, above, to Plaintiff per the terms of this Agreement, Plaintiff, for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Plaintiff or have any interest in any of the matters herein released, hereinafter forever releases and discharges the

Settling Parties (as defined in Section I (B) of this Agreement), and Zurich Insurance for any policies issued to J&J, and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages of whatever character, nature and kind in law or equity, past or present, known or unknown, suspected or unsuspected from the beginning of time to the future, including, but not limited to, those arising from, relating to or connected with the Released Claims and/or Real Property. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as a release by Saxton of their additional insured claims (see section VIII below) with regard to claims brought by individual homeowners (or renter). Plaintiffs further agree not to do anything to interfere with Saxton's ability to pursue additional insured claims under any action brought by an individual homeowner, including, but not limited too, providing a release to any party for the additional insured claims assigned in section VIII below that is broader or more encompassing than the assignment provided by Saxton. The release of CSI, FFIC, and GAIC is limited to a release of claims under policies issued directly to Saxton.

C. In consideration of the payment of the settlement sums described in section III, above, to the City per the terms of this Agreement, the City, for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, employees, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through the City or have any interest in any of the matters herein released, hereinafter forever releases and discharges Plaintiff, the Settling Parties, and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages of whatever character, nature and kind in law or equity, past or present, known or unknown, suspected or unsuspected from the beginning of time to the future, including, but not limited to, those arising from, relating to or connected with the improvements made to the Real Property, including but not limited to, wet utilities and/or sewer lines relating to the Off Site Improvement Agreement dated December 15, 1997 and/or items that are the subject of the punch list produced by the City of Las Vegas at the Real Property. The City also releases any and all claims it may have against the Off Site Improvement Bond bearing the bond number NB1552 in addition to releasing the bond.

D. Saxton for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Saxton or have any interest in any of the matters herein released, hereinafter forever releases and discharges J & J from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages arising from, relating to or connected with the Released Claims. Saxton is not releasing J & J, or its insurers, from any claims brought by individual homeowners. Saxton expressly reserves all rights it may have as an additional insured under any insurance policies issued to J & J for any claims brought by an individual homeowner (or renter). Notwithstanding the foregoing, the parties to this Agreement specifically understand that the release provided by Saxton to J & J is intended to be consistent with the releases provided by Plaintiff and the City to Saxton and J & J.

Saxton is not providing a release to J & J for anything that Saxton has not been released from under the terms of this agreement.

E. Saxton releases and discharges J & J and Zurich from and against any and all additional insured claims arising from, relating to or connected with the Released Claims. Saxton expressly reserves all rights it may have as an additional insured under any insurance policies issued to J & J for any claims brought by an individual homeowner (or renter).

F. Saxton for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Saxton or have any interest in any of the matters herein released, releases and discharges Plaintiff as to the Released Claims. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as a release by Saxton of their additional insured claims against any subcontractor or insurance carriers (see section VIII below) for claims brought by individual homeowners (or renter). No release is given by Saxton and all claims are preserved against Plaintiff as to claims or lawsuits brought by an individual homeowner (or renter) at the Real Property.

H. In consideration of the Releases given in section IV, above, J & J for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, insurance carriers, and each of them, and any others who may claims through J & J or have any interest in any of the matters herein released, hereinafter forever releases and discharges the Settling Parties, Plaintiff and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages arising from, relating to or connected with the Released Claims and/or Real Property including, but not limited to, breach of contract and indemnity. J & J is not releasing Saxton or Plaintiff from any claims brought by individual homeowners (or renter).

I. The parties to this Agreement specifically intend to avoid the result/decision reached by the Nevada Supreme Court in the Russ v. General Motors Corporation, 111 Nev. 1431 (1995).

V.

REPRESENTATION AND WARRANTY

A. Plaintiff represents and warrants that it has no knowledge of any personal claim or lawsuit of any homeowner against Saxton, J & J or Plaintiff, including, but not limited to, personal injury or construction defect claims. Plaintiff further represents and warrants that it has not filed a claim against any first party insurance carrier and that it has no knowledge of (1) any claim filed by any unit

owner against a first party insurance carrier, or (2) any subrogation claim filed by a first party insurance carrier.

B. Plaintiff represents and warrants that it has no knowledge of any subrogation claim filed on Plaintiff's behalf by a first party insurance carrier regarding any Released Claims and/or the Real Property relating to the Real Property.

C. The parties acknowledge that the representation and warranty provided in this section is limited to the personal knowledge of the members of the board of directors of plaintiff and any person who has served on the board of directors of Plaintiff.

VI.

COVENANT NOT TO SUE

A. In consideration of the payment of the settlement sums described in sections III, above, Plaintiff represents and warrants that it will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions or any other form of judicial or quasijudicial procedure, against the Settling Parties for the Released Claims or the Real Property or anything relating to the Released Claims or the Real Property. Plaintiff agrees that it will seek no further monies from CSI for anything related to the Released Claims upon proof that the completed operations aggregate of CSI has been exhausted. There is no circumstance under which Plaintiff will ever sue Saxton again for construction defects or claims arising out of, pertaining to, or related to the Released Claims. Plaintiff will not sue Saxton even if an individual homeowner (or renter) files a claim or suit.

B. In consideration of the payment of the settlement sums described in sections III, above, the City represents and warrants that it will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions, claims or any other form of judicial or quasijudicial procedure, against the Settling Parties or Contractors Bonding and Insurance Company for the punch list items, Released Claims or anything relating to the Off Site Improvement Agreement dated December 15, 1997.

C. In consideration of the payment of the settlement sums and releases described in this document, Saxton and J & J represent and warrant that they will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions or any other form of judicial or quasijudicial procedure, against the Settling Parties for the Released Claims. Notwithstanding the foregoing, Saxton expressly preserves its claims against any and all subcontractors, including J&J, under any subcontract agreement or as an additional insured if an individual homeowner files a claim or

lawsuit relating to the Real Property. Saxton also expressly preserves their right to file suit against Plaintiff if an individual homeowner (or renter) files a claim or lawsuit relating to the Real Property.

VII.

ASSIGNMENT OF CLAIMS

A. Saxton, CSI, and FFIC assign to Plaintiff all rights, claims, and causes of action, including all rights and claims for attorney/expert/vendor fees and costs, against subcontractors including but not limited to breach of contract, contribution, subrogation, indemnity, or otherwise relating to the Released Claims (hereinafter "Assigned Claims."). Saxton makes no guarantees or warranties, express or implied, to plaintiff regarding the value, if any, of the Assigned Claims. Plaintiff assumes all risk and going forward expense associated with the prosecution of the Assigned Claims.

B. Plaintiff specifically understands that it will be responsible for all costs, attorneys' fees, expert fees, judgements, executions on bonds, witness fees and mediator fees which may hereinafter be incurred in connection with its prosecution of the Assigned Claims. Saxton agrees to reasonably cooperate with Plaintiff on the assigned claims. This cooperation will be at no expense to Saxton. Saxton will provide pertinent documents to Plaintiff on or before August 31, 2004 at the expense of Saxton's insurance carriers.

C. Saxton assigns its experts to Plaintiff with the understanding that Plaintiff is responsible for all costs and fees associated with the retention of those experts after such assignment. Saxton reserves the right to use these experts if an individual homeowner files suit or makes a claim against Saxton as to the Real Property.

D. Notwithstanding the foregoing, Plaintiff acknowledges that to the extent any individual unit owner (or renter) files a claim or lawsuit for any claims allegedly not released hereunder, Saxton reserves and does not assign to Plaintiff any and all express, implied and equitable indemnity and contribution claims Saxton may have as to any person, firm, subcontractor, design professional or entity with respect to any such claim. Saxton reserves the right to use its same experts if an individual homeowner files suit or makes a claim.

E. Any settlement reached between Plaintiff and the subcontractors is subject to section VII(D) above. Plaintiff agrees to include separate heading that contains the following language in all settlement agreements between Plaintiff and subcontractors and/or their carriers:

RESERVATION BY SAXTON OF INDEMNITY AND ADDITIONAL INSURED CLAIMS AGAINST SUBCONTRACTORS AND THEIR CARRIERS FOR INDIVIDUAL HOMEOWNER CLAIMS OR LAWSUITS.

“One or more of the subcontractors working on the Corte Madera project entered into a subcontract agreement with Saratoga Land and Development. The terms of the contract require the subcontractor to indemnify and hold harmless Contractor, its directors, officers, and employees from and against any claims, liability, loss, damage, or expense arising from or relating to the work of subcontractor. The contract also requires the subcontractor to name the Owner and Contractor as additional insured in all policies. Corte Madera, LLC, Saxton Incorporated, and Saratoga Land and Development (“Saxton”) expressly reserve all claims and rights under the contract if an individual homeowner files a claim or lawsuit relating to the 192 unit condominium complex, including its recreation building, common areas, and streets commonly known as Corte Madera and located at 2510 Adelante Avenue, Las Vegas, Nevada 89106. The release provide by Plaintiff to (insert name of subcontractor) is only for the assigned claims that were part of the settlement between Plaintiff and Saxton and does not include a release of additional insured or indemnity claims Saxton may have against (subcontractor) and its Carriers if an individual homeowner (or renter) files a lawsuit or claim.”

VIII.

ASSIGNMENT OF ADDITIONAL INSURED RIGHTS

A. One or more Saxton entities are insureds relative to the development of Corte Madera, including the Real Property, pursuant to one or more insurance policies issued to certain subcontractors named as third-party defendants in Saxton’s third-party complaint(s) in this Action (hereinafter “Additional Insured Policies.”) Saxton, CSI, and FFIC, assign to Plaintiff any and all claims and rights that they have as an insured under the terms of the Additional Insured Policies including but not limited to claims for breach of contract, contribution, subrogation, indemnity, or statutory violation. The assignment is subject to the limitations in sections VIII(B) and (C), described below. Saxton, CSI, and FFIC make no guarantees or warranty, express or implied, of the value, if any, of the additional insured claims being assigned. Plaintiff assumes all risk and expense in prosecuting additional insured claims.

B. Notwithstanding the foregoing, Plaintiff acknowledges that to the extent any individual unit owner files any claim or lawsuit for any claims allegedly not released hereunder, Saxton, CSI, and FFIC reserve and do not assign to Plaintiff any and all additional insured claims they may have as to any subcontractor, design professional, or insurance carrier with respect to any claim brought by any individual unit owner with regard to individual unit owner claims.

C. Saxton, CSI, FFIC, and GAIC assign to Plaintiff all prior, current, and future payments made by any third party defendant subcontractor or their insurers as defense fee reimbursement with regard to this action. Prior settlements were negotiated with Plaintiff and Bazooka Bub, Inc., Sphero Trading dba U.S. Resources Company, and McKimmey Electric, Inc. The Bazooka Bub, Inc. settlement included a resolution of additional insured issues. The settlements with U.S.

Resources Company and McKimney Electric, Inc. did not include a resolution of additional insured issues. Additional Insured rights were expressly reserved by Saxton in those settlements and are now incorporated into the assignment to Plaintiff. As of the date of this document, no carrier has acknowledged the obligation to defend Saxton as an additional insured under any policy issued to Sphero Trading dba U.S. Resources Company.

D. Any settlement reached between Plaintiff and the Additional Insured Carriers under the Additional Insured Policies is subject to the limitations set forth in sections VIII(B) above. Plaintiff's counsel will endeavor to get the additional insured carrier with whom Plaintiff is settling to agree to release and covenant not to sue Saxton and its primary carriers with respect to any contribution claims. Plaintiff agrees to expressly state in any release agreement entered into with the Additional Insured Carriers or covering additional insured rights that Saxton has reserved its additional insured rights in any suits or claims allegedly not released hereunder brought by individual homeowner (or renter).

E. Parties agree to reasonably cooperate in providing documentation, information and witnesses as necessary. Plaintiff will be provided with all non privileged matrices, correspondence, bills, certificates, endorsements, and policies with regard to the claims addressed in section VIII on or before August 31, 2004. This cooperation will be done at no expense to Saxton of its insurance carriers.

IX.

AGREEMENT BY CSI AND FFIC REGARDING DEFENSE REIMBURSEMENT

The payment from Zurich for additional insured reimbursement of defense fees and costs on behalf of J & J will be made to Plaintiff. CSI agrees it will not pursue defense reimbursement from FFIC in this Action, as defined in section I above. FFIC agrees it will send a letter to CSI acknowledging a defense obligation of Saxton in cases known as Crescendo and Alvarez. CSI will be entitled to some defense cost reimbursement in these cases from FFIC in an amount to be determined by a separate agreement.

X.

APPROVAL BY THE BANKRUPTCY COURT

A. Plaintiff and Saxton executed a Stipulation and Order on January 21, 2003 terminating the automatic bankruptcy stay and allowing Plaintiff to proceed against insurance proceeds. The U.S. Bankruptcy Court and Trustee must approve the terms of this settlement prior to it becoming binding. The final General Release and Settlement Agreement will be submitted to the Trustee, James F. Lisowski, Esq., for his approval. He will then provide the interested creditors with twenty (20) days to object to the terms of the settlement. If there are no objections filed, the Trustee will recommend that the Bankruptcy Court approve the settlement. This settlement is expressly contingent upon

approval by the Bankruptcy Court. Counsel for Saxton will provide pertinent documents to the U.S. Bankruptcy Trustee's office by July 30, 2004. Plaintiff may not disburse any settlement funds until the expiration of the twenty (20) day period allowed for creditors to object to the settlement following notice by the Trustee and the Trustee has signed the Agreement.

XI.

ASSIGNMENT OF CLAIMS AGAINST OTHER INSURERS

A. Saxton, CSI, and FFIC assign to Plaintiff any and all claims against American Safety Casualty Insurance Company and Legion Indemnity Company. The assignment includes any and all rights, claims, and causes of action with the sole exception that it does not include the right to bring a cause of action for breach of the implied covenant of good faith and fair dealing, or bad faith.

XII.

MEDIATION AS CONDITION TO BINDING ARBITRATION REGARDING ANY SETTLEMENT AGREEMENT DISPUTE OR ANY DISPUTE

A. Mediation. Except as to enforcement of payment obligations referenced in section III, Plaintiff and Saxton agree to mediate any dispute or claim arising out of this Agreement or any resulting transaction after the parties execute this Agreement before resorting to arbitration or court action. Subject to Paragraph B below, mediation fees shall be divided equally among the parties involved. If any Plaintiff or Saxton commences an action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such action.

B. Arbitration. Except as to enforcement of payment obligations referenced in section III, if there is a dispute as to the terms of this Agreement or the enforcement of this Agreement, Plaintiff and Saxton agree to submit this matter to binding arbitration before Alex Polsky and waive any conflict of interest with regard to the use of Mr Polsky. If Alex Polsky is unwilling or unable to serve as arbitrator, the parties will mutually agree on the arbitrator to be selected to decide the matter. If the parties cannot mutually agree on an appropriate arbitrator, the parties shall jointly petition Judge Earl to appoint, in his sole and absolute discretion, the arbitrator who will resolve any dispute in this regard. Judge Earl's decision regarding the appointment of an arbitrator will be final, binding, and not appealable by any party to any court. Similarly not appealable will be the decision rendered by the arbitrator.

C. J & J has expressly reserved the right to resolve any disputes relating to this agreement using any means available under Nevada Law.

XIII.

MISCELLANEOUS PROVISIONS

A. This Agreement may be executed in counterparts and, when executed by all parties will be binding upon all signatories hereto, notwithstanding that the original signatures do not appear on the same copy of the document. A facsimile copy may be deemed an original. In addition to the foregoing, all parties to this Agreement agree to cooperate with each other in executing all appropriate documents which must be executed in order to fulfill the intent of the parties pursuant to the terms of this Agreement.

B. The Parties to this Agreement, and each of them, acknowledge that (1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys, (2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said parties or any of them, and (3) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

C. In the event that any Party to this Agreement (a) should bring an action or other proceeding for the enforcement of any term or provision in this Agreement or seek a declaration as to any term or provision of this Agreement, (b) breaches this Agreement, or (c) makes any misrepresentation herein, then there will be an award of actual attorneys' fees and costs including but not limited to expert fees to the prevailing party or parties, as the case may be.

D. Each of the Settling Parties acknowledges that between themselves only, and not as to any other person or entity, all claims for attorney fees, expert fees and costs incurred in connection with the prosecution, settlement and/or defense of the Action are settled by this Agreement. This Agreement does not relieve any party of its obligation to pay its portion of fees to the mediator, discovery referee, cost of the mediation, or cost reimbursement due experts or counsel. The Parties to this Agreement acknowledge that the City of Las Vegas is not responsible for any fees or costs associated with the mediator, discovery referee, mediation sessions, Mandatory Settlement Conferences, or cost reimbursement due experts or counsel.

E. The paragraph headings are for reference only and do not affect the interpretation of any paragraph hereof. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision will be deemed to be severed and deleted and neither such provision nor severance and deletion will affect the validity of the remaining provisions.

F. This Agreement constitutes the full and entire agreement between the parties hereto and fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof. This Agreement may be

amended only by a written instrument signed by all parties hereto. This is an integrated agreement intended to be a complete and exclusive statement of the terms of the parties' agreement with respect to the subject matter hereof.

G. Each of the Parties to this Agreement represent and warrant that he, she and/or it has not heretofore assigned or transferred or purported to assign or transfer to anyone any claim, demand, action or cause of action based upon, arising out of, or in any way related to any of the matters or things released herein other than as provided herein.

H. Notwithstanding the foregoing, the releases herein provided shall not benefit any insurance carrier or re-insurance carrier which has not contributed funds to the herein described settlement with the exception of GAIC.

I. All of the Parties to this Agreement represent and declare that they have read this Agreement carefully and know the contents thereof and that they signed the Agreement freely and voluntarily.

J. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

K. Any notice required to be provided as stated in this Agreement shall be via U.S. mail, certified, return receipt requested and sent to:

The Burdman Law Group
Jeff P. Kerrane, Esq.
8440 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Attorneys for Plaintiff

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG
Griffith H. Hayes, Esq.
3753 Howard Hughes Parkway, Ste. 101
Las Vegas, NV 89109
Attorneys for Saxton

Jeremy E. Beal, Esq.
Bullard, Brown & Beal, LLP
234 E. Commonwealth Avenue, 2nd Floor
Fullerton, CA 92832-1911
Attorneys for Connecticut Speciality Insurance

Elizabeth C. Kim, Esq.
Hancock, Rothert & Bunshoft, LLP
Four Embarcadero Center, Suite 300
San Francisco, CA 94111-4168
Attorneys for Great American Insurance Company

Greg O'Dea
Longyear, O'Dea & Lavra
3620 American River Drive, Suite 230
Sacramento, CA 95864-5923
Attorneys for Fireman's Fund Insurance Company

The Law Offices of Bennion & Clayson
Casey D. Gish, Esq.
1140 North Town Center Dr. Suite 200
Las Vegas, Nevada 89144
Attorneys for J & J Enterprises

The Las Vegas City Attorney's Office
Thomas R. Green, Esq.
400 East Stewart, 9th floor
Las Vegas, Nevada 89101
Attorneys for the City of Las Vegas

Newman, Morris & Dachelet
Craig S. Newman, Esq.
5440 West Sahara Avenue, Suite 105
Las Vegas, Nevada 89146
Attorneys for Jim and Dorothy Saxton

L. Nothing in this Agreement should be construed as a waiver by Saxton of any and all defenses any of them may have to any claims filed by (1) individual unit owners, or (2) any third party regarding the Real Property.

M. This Agreement is entered into in, and will be governed by, the laws of the State of Nevada.

N. Each individual signing this Agreement acknowledges that he or she has the full authority to enter into this Agreement and bind such individual party or entity to the terms of this Agreement.

///

///

O. Limited Confidentiality. Plaintiff agrees that it will not issue or cause to be issued any press release or flyer or advertisement or otherwise promote to the media any of the terms of the Subject Agreement. Nothing in this limited confidentiality language precludes disclosure of the settlement as required under Nevada law.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date set forth opposite the party's signature.

Approved as to form and content by:

COOKSEY, TOOLEN, GAGE, DUFFY &
WOOG

Griffith H. Hayes, Esq.
3753 Howard Hughes Parkway, Ste. 101
Las Vegas, NV 89109
Attorneys for Settling Defendants

Elizabeth C. Kim, Esq.
Hancock, Rothert & Bunshoft, LLP
Four Embarcadero Center, Suite 300
San Francisco, CA 94111-4168
Attorneys for Great American Insurance
Company

The Burdman Law Group
Jeff P. Kerrane, Esq.
8440 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Attorneys for Plaintiff

Greg O'Dea
Longyear, O'Dea & Lavra
3620 American River Drive, Suite 230
Sacramento, CA 95864-5923
Attorneys for Fireman's Fund Insurance Company

Jeremy E. Beal, Esq.
Bullard, Brown & Beal, LLP
234 E. Commonwealth Avenue, 2nd Floor
Fullerton, CA 92832-1911
Attorneys for Connecticut Speciality Insurance

The Law Offices of Bennion & Clayson
Casey D. Gish, Esq.
1140 North Town Center Dr. Suite 200
Las Vegas, Nevada 89144
Attorneys for J & J Enterprises

Newman, Morris & Dachelet
Craig S. Newman, Esq.
5440 West Sahara Avenue, Suite 105
Las Vegas, Nevada 89146
Attorneys for Jim and Dorothy Saxton

Thomas R. Green 8/9/04
The Las Vegas City Attorney's Office
Thomas R. Green, Esq.
400 East Stewart, 9th floor
Las Vegas, Nevada 89101
Attorneys for the City of Las Vegas

///

SAXTON INCORPORATED

DATED: _____, 2004

BY: _____

Its: _____

BY: _____

Its: _____

STATE OF NEVADA

)

) ss.

COUNTY OF CLARK

)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged to me that she executed the same in her
authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

SARATOGA LAND AND DEVELOPMENT

DATED: _____, 2004

BY: _____

Its: _____

BY: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged to me that she executed the same in her
authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

CONNECTICUT SPECIALTY
INSURANCE COMPANY

DATED: _____, 2004

BY: _____

Its: _____

BY: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged to me that she executed the same in her
authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

FIREMAN'S FUND
INSURANCE COMPANY

DATED: _____, 2004

BY: _____

Its: _____

BY: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged to me that she executed the same in her
authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

///

J& J ENTERPRISE, INC.

DATED: _____, 2004

BY: _____

Its: _____

BY: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged to me that she executed the same in her
authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

///

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement ("Agreement") is entered into between the "Parties" to this Agreement specifically identified as Plaintiff CORTE MADERA HOMEOWNERS ASSOCIATION, INC., a Nevada non-profit corporation ("Plaintiff"), Defendants CORTE MADERA, LLC, a Nevada Corporation, SAXTON INCORPORATED, a Nevada Corporation, SARATOGA LAND AND DEVELOPMENT, JIM and DOROTHY SAXTON, WALDEN BUILDING SERVICES (collectively, "Saxton"), CONNECTICUT SPECIALTY INSURANCE COMPANY ("CSF"), Fireman's Fund Insurance Company ("FFIC"), Great American Insurance Company ("GAIC"), Third-Party Defendant J & J Enterprises, Inc. ("J & J"), and The City of Las Vegas ("City") with respect to the claims arising out of the litigation described below and the claim arising out of the improvements to the sewer at the Corte Madera development.

I.

INTRODUCTION

A. There is now pending in the District Court of the State of Nevada, Clark County, an action entitled *Corte Madera Homeowners Association, Inc. v. Corte Madera, LLC, et al.*, Case No. A460936 and related third-party actions and cross-actions (the "Action.") In the operative complaint, Plaintiff alleges against Saxton and J & J the following causes of action: negligence, negligence per se, breach of express warranties, breach of implied warranties, negligent misrepresentation and negligent failure to disclose, breach of fiduciary duty pursuant to Nevada Revised Statutes § 82.221, strict liability, breach of express and implied warranties of merchantability and fitness for a particular purpose, and breach of warranties of quality. The causes of action for negligent misrepresentation, negligent failure to disclose and strict liability were previously dismissed by a stipulation and order as to Saxton. Plaintiff alleges it has a right to pursue the claims in the Action pursuant to the Declarations of Covenants, Conditions and Restrictions which were recorded on or about May 1, 1998 against the Subject Property as defined in the Action on file herein, and pursuant to Nevada Revised Statutes Chapter 116, "The Common Ownership Act," and NRS 116.3102, specifically. Saxton and J & J deny the material allegations in the Action and deny they have any liability to any party to the Action or to any persons or entities.

B. As referenced in this Agreement, "Settling Parties" include the entities, individuals, named defendants and third party defendant set forth in the first paragraph of this Agreement and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, and each of them, jointly and severally.

C. As referenced in this Agreement, "J & J" includes the named defendant and third-

party defendant set forth above and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, and each of them, jointly and severally.

D. As referenced in this Agreement, CSI, FFIC, and GAIC include the named insurers set forth above and their respective partners, joint venturers, officers, directors, affiliated corporations, shareholders, employees, parent corporations, subsidiary corporations, related corporations, entities, affiliates, dba's, associates, trustees, beneficiaries, executors, agents, heirs, administrators, predecessors, successors, attorneys, insurance carriers, re-insurance carriers, and each of them, jointly and severally for any and all policies of insurance issued to Saxton.

E. The subject of the Action is a 192 unit condominium complex, including its recreation building, common areas, and streets commonly known as Corte Madera and located at 2510 Adelante Avenue, Las Vegas, Nevada 89106 (hereinafter referred to as "the Real Property.")

F. In the Action, Plaintiff seeks damages for alleged defects and deficiencies related to the Real Property. This Agreement and the releases contained collectively herein will extend to all claims, defects and deficiencies related to the Real Property at Corte Madera. The claims and damages asserted by Plaintiff which are released include, but are not limited to, the following:

(1) Any and all known and unknown claims held by Plaintiff related to the 192 condominium units, and to any claims, defects and/or deficiencies which are: (a) alleged, threatened to be alleged or which could have at any time been alleged or asserted in the Action against Saxton and/or J & J; (b) investigated by experts retained by Plaintiffs; (c) identified and/or documented at any time by experts retained by Plaintiffs or which were the subject of any reports prepared by experts retained by Plaintiffs, Saxton or J & J; (d) known by Plaintiffs or which could have been known by Plaintiffs by virtue of the discovery conducted in the Action; (e) the subject of any of the numerous mediation sessions and/or mandatory settlement conferences conducted in the matter before Alex Polsky and/or Judge Allan Earl; (f) for consequential damages, diminution of value damages, economic damages, personal injury damages, rescission, cost of repair damages; (g) raised or alleged, or which could have been raised or alleged in the Action by virtue of the discovery conducted in the Action; and (h) known or unknown.

(2) All claims for defects and damage to the existing wet utilities and sewer lines at the Real Property and any claims which were made or could have been made by the City which arise out of, relate to, or pertain to the work performed by Saxton and/or any subcontractor or person, firm, or entity hired by Saxton to complete the work which was the subject of the off

site improvement contract date December 15, 1997 between the City of Las Vegas and Saxton ("wet utility issues").

(3) Any claims of Saxton which could have at any time been alleged or asserted in the Action against J & J including but not limited to claims for indemnity or breach of contract.

(4) Any and all claims of J & J related to prior litigation between the parties or claims made by the City, alleged or which could have at any time been alleged or asserted in the Action against Saxton including but not limited to claims for breach of contract, indemnity, unjust enrichment or non-payment.

(5) All claims described in section I(F) are hereinafter collectively referred to as "the Released Claims." The term Released Claims as it is used in reference to releases provided by Plaintiff and the City includes the definition of "Real Property" as defined in I(E) above. "Real Property" is excluded from the definition of Released Claims as it is used in reference to releases provided by Saxton and J&J.

II.

NO ADMISSION

A. In entering into this Agreement, the Parties to this Agreement do not admit the sufficiency of any claims, allegations, assertions, contentions or positions of any other party nor the sufficiency of any defense to any such claims, allegations, assertions, contentions or positions. The Parties to this Agreement desire to resolve the Action in an amicable fashion and pursuant to NRS 17.245 and NRCP 54(b). The Parties to this Agreement have entered into this Agreement in good faith and with a desire to settle among them the Action and to execute a release as set forth in Section IV, below.

III.

MONETARY PAYMENT AND DISMISSAL

A. A total of \$874,944.67, or the remaining completed operations aggregate on the CSI policy if greater, will be paid by CSI on behalf of Saxton to Plaintiff in exchange for the releases contained herein. CSI will provide appropriate documentation, including loss runs, to substantiate the exhaustion of the completed operations aggregate limit. CSI is a general liability insurance carrier for Saxton, Incorporated and related insureds as named or defined in the policy, from June 15, 1999 to June 15, 2000. The payment CSI makes to Plaintiff (described in section III, herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. CSI made a payment of \$874,944.67 on July 9, 2004. The payment was made to the Burdman Law Group, but the funds will not be disbursed until the following conditions are met:

(1) All of the settlement terms have been agreed to by the settling parties; (2) The Court has granted a motion for determination of good faith settlement; (3) The Plaintiff has fully executed the final Release and Settlement Agreement; (4) A Stipulation and Order is filed dismissing the action with prejudice against Saxton, Inc., Corte Madera, LLC, Saratoga Land and Development and all related and affiliated Saxton entities, officers, directors and employees. The Burdman Law Group has also agreed to return the settlement money, along with any interest earned, if the terms of the settlement can not be agreed to. If Plaintiff files a motion to enforce the settlement, the payment by CSI can in no way be introduced or used as evidence that an agreement was reached regarding the settlement.

B. A total of \$225,000.00 will be paid by FFIC on behalf of Saxton to Plaintiff in exchange for the releases contained herein. The payment FFIC makes to Plaintiff (described in section III (B), herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. FFIC will make the payment to the Burdman Law Group Trust Account by August 16, 2004. None of the FFIC funds will be disbursed by the Burdman Law Group until all of the terms of the settlement have been complied with by the parties to this agreement.

C. A total of \$106,500.00 will be paid by Zurich North America Insurance Company ("Zurich") on behalf of Saxton and J & J to Plaintiff in exchange for the releases contained herein. The payment Zurich makes to Plaintiff (described in section III (C), herein) and the release(s) Plaintiff provides in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. Zurich will make the payment to the Burdman Law Group Trust Account by August 16, 2004. None of the Zurich funds will be disbursed by the Burdman Law Group until all of the terms of the settlement have been complied with by the parties to this agreement.

D. A total of \$63,500.00 will be paid by Zurich on behalf of J & J, Jim and Dorothy Saxton, Corte Madera LLC, and all Saxton affiliated/related entities to the City of Las Vegas in exchange for the releases contained herein. The payment Plaintiff makes to the City described in section III (D), herein) and the release(s) provided in exchange for that payment (described in section IV) concern the claims (described in section I(F), herein) associated with the Real Property. The payment is to be made to the Cooksey, Toolen, Gage, Duffy, and Woog Client Trust Account, tax ID number 95-2660623, by August 16, 2004. The funds will not be disbursed to the City until the City has released the Off Site Improvement Bond bearing number NB1552, this General Release and Settlement Agreement has been executed by the City, the Las Vegas City Council has approved the settlement, and the United States Bankruptcy Court has approved the settlement. Upon payment, the City agrees that it will make no claim based on the Off Site Improvement Bond bearing number NB1552.

E. The settlement sums described in section III (A), (B), and (C), above, shall be made payable to the Burdman Law Group Client Trust Account, tax ID number 33-0785357. Saxton and J & J are obligated to deliver the settlement sums to counsel for Plaintiff. Time is of the essence regarding these payments. Plaintiff's counsel may deposit the settlement proceeds in

Plaintiff's counsel's trust account but no portion of the settlement proceeds shall be distributed until (1) all the terms of the settlement have been complied with (2) Plaintiff has executed this Agreement and has returned the executed original Agreement to counsel for Saxton, and (3) the Motion for Good Faith Settlement of Saxton is approved by the Court. Saxton will file the motion on or before July 30, 2004 and obtain ex parte an order shortening the time for hearing of said motion.

F. Upon payment to Plaintiff of the settlement sums described in sections III(A), (B) and (C), above, Plaintiff, Saxton, and J & J, through counsel, will execute a Stipulation and Order of Dismissal, dismissing with prejudice the Complaint filed in Case No. A460936 and the Released Claims and all other remaining claims of Plaintiffs against Saxton and J & J. Jim and Dorothy Saxton, Saxton and J & J, through counsel, will execute a Stipulation and Order of Dismissal, dismissing with prejudice the Third-Party Complaint filed in Case No. A460936 and all breach of contract or indemnity claims J & J or its Carrier may have against all Saxton entities including Jim and Dorothy Saxton. Counsel for Saxton will file the Stipulation and Order of Dismissal forthwith.

G. The total amount of payments to the Plaintiff under this agreement will be \$1,206,444.57. This amount represents new money to be paid to the Plaintiff and is separate from any sums previously paid or agreed to be paid as part of settlements with other third-party defendant subcontractors or their insurance carriers, all of which will be paid over to plaintiff. Saxton and Plaintiff will take all necessary steps to ensure that all such settlements are finalized and proceeds paid to Plaintiff by September 15, 2004. The payment described in section III (A) above has already been made by CSI and is included in the total amount of \$1,206,444.57.

IV.

RELEASES

A. It is the mutual understanding of the Parties to this Agreement that each has the legal authority to give the following release. The Parties specifically warrants that they have the authority to (1) release all of the Released Claims, (2) execute this Agreement and enter into the settlement which is the subject of this Agreement and (3) otherwise bind themselves to this Agreement. In addition, Plaintiff represents and warrants that it has the authority to bind the Association to this Agreement pursuant to resolution duly adopted by its Board of Directors.

B. In consideration of the payment of the settlement sums described in section III , above, to Plaintiff per the terms of this Agreement, Plaintiff, for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Plaintiff or have any interest in any of the matters herein released, hereinafter forever releases and discharges the Settling Parties (as defined in Section I (B) of this Agreement), and Zurich Insurance for any policies issued to J&J, and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses,

attorneys' fees and damages of whatever character, nature and kind in law or equity, past or present, known or unknown, suspected or unsuspected from the beginning of time to the future, including, but not limited to, those arising from, relating to or connected with the Released Claims and/or Real Property. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as a release by Saxton of their additional insured claims (see section VIII below) with regard to claims brought by individual homeowners (or renter). Plaintiffs further agree not to do anything to interfere with Saxton's ability to pursue additional insured claims under any action brought by an individual homeowner, including, but not limited too, providing a release to any party for the additional insured claims assigned in section VIII below that is broader or more encompassing than the assignment provided by Saxton. The release of CSI, FFIC, and GAIC is limited to a release of claims under policies issued directly to Saxton.

C. In consideration of the payment of the settlement sums described in section III, above, to the City per the terms of this Agreement, the City, for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, employees, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through the City or have any interest in any of the matters herein released, hereinafter forever releases and discharges Plaintiff, the Settling Parties, and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages of whatever character, nature and kind in law or equity, past or present, known or unknown, suspected or unsuspected from the beginning of time to the future, including, but not limited to, those arising from, relating to or connected with the improvements made to the Real Property, including but not limited to, wet utilities and/or sewer lines relating to the Off Site Improvement Agreement dated December 15, 1997 and/or items that are the subject of the punch list produced by the City of Las Vegas at the Real Property. The City also releases any and all claims it may have against the Off Site Improvement Bond bearing the bond number NB1552 in addition to releasing the bond.

D. Saxton for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Saxton or have any interest in any of the matters herein released, hereinafter forever releases and discharges J & J from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages arising from, relating to or connected with the Released Claims. Saxton is not releasing J & J, or its insurers, from any claims brought by individual homeowners. Saxton expressly reserves all rights it may have as an additional insured under any insurance policies issued to J & J for any claims brought by an individual homeowner (or renter). Notwithstanding the foregoing, the parties to this Agreement specifically understand that the release provided by Saxton to J & J is intended to be consistent with the releases provided by Plaintiff and the City to Saxton and J & J. Saxton is not providing a release to J & J for anything that Saxton has not been released from under the terms of this agreement.

E. Saxton releases and discharges J & J and Zurich from and against any and all

additional insured claims arising from, relating to or connected with the Released Claims. Saxton expressly reserves all rights it may have as an additional insured under any insurance policies issued to J & J for any claims brought by an individual homeowner (or renter).

F. Saxton for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, and each of them, and any others who may claims through Saxton or have any interest in any of the matters herein released, releases and discharges Plaintiff as to the Released Claims. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as a release by Saxton of their additional insured claims against any subcontractor or insurance carriers (see section VIII below) for claims brought by individual homeowners (or renter). No release is given by Saxton and all claims are preserved against Plaintiff as to claims or lawsuits brought by an individual homeowner (or renter) at the Real Property.

H. In consideration of the Releases given in section IV, above, J & J for itself and on behalf of its past, present, and future successors-in-interest, officers, directors, members, employees, purchasers, affiliates, agents, assigns, attorneys, and representatives, insurance carriers, and each of them, and any others who may claims through J & J or have any interest in any of the matters herein released, hereinafter forever releases and discharges the Settling Parties, Plaintiff and each of them, from and against any and all claims, demands, controversies, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages arising from, relating to or connected with the Released Claims and/or Real Property including, but not limited to, breach of contract and indemnity. J & J is not releasing Saxton or Plaintiff from any claims brought by individual homeowners (or renter).

I. The parties to this Agreement specifically intend to avoid the result/decision reached by the Nevada Supreme Court in the Russ v. General Motors Corporation, 111 Nev. 1431 (1995).

V.

REPRESENTATION AND WARRANTY

A. Plaintiff represents and warrants that it has no knowledge of any personal claim or lawsuit of any homeowner against Saxton, J & J or Plaintiff, including, but not limited to, personal injury or construction defect claims. Plaintiff further represents and warrants that it has not filed a claim against any first party insurance carrier and that it has no knowledge of (1) any claim filed by any unit owner against a first party insurance carrier, or (2) any subrogation claim filed by a first party insurance carrier.

B. Plaintiff represents and warrants that it has no knowledge of any subrogation claim filed on Plaintiff's behalf by a first party insurance carrier regarding any Released Claims and/or the Real Property relating to the Real Property.

C. The parties acknowledge that the representation and warranty provided in this section is limited to the personal knowledge of the members of the board of directors of plaintiff and any person who has served on the board of directors of Plaintiff.

VI.

COVENANT NOT TO SUE

A. In consideration of the payment of the settlement sums described in sections III, above, Plaintiff represents and warrants that it will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions or any other form of judicial or quasijudicial procedure, against the Settling Parties for the Released Claims or the Real Property or anything relating to the Released Claims or the Real Property. Plaintiff agrees that it will seek no further monies from CSI for anything related to the Released Claims upon proof that the completed operations aggregate of CSI has been exhausted. There is no circumstance under which Plaintiff will ever sue Saxton again for construction defects or claims arising out of, pertaining to, or related to the Released Claims. Plaintiff will not sue Saxton even if an individual homeowner (or renter) files a claim or suit.

B. In consideration of the payment of the settlement sums described in sections III, above, the City represents and warrants that it will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions, claims or any other form of judicial or quasijudicial procedure, against the Settling Parties or Contractors Bonding and Insurance Company for the punch list items, Released Claims or anything relating to the Off Site Improvement Agreement dated December 15, 1997.

C. In consideration of the payment of the settlement sums and releases described in this document, Saxton and J & J represent and warrant that they will forever refrain from instituting or prosecuting any action, including lawsuits, administrative actions or any other form of judicial or quasijudicial procedure, against the Settling Parties for the Released Claims. Notwithstanding the foregoing, Saxton expressly preserves its claims against any and all subcontractors, including J&J, under any subcontract agreement or as an additional insured if an individual homeowner files a claim or lawsuit relating to the Real Property. Saxton also expressly preserves their right to file suit against Plaintiff if an individual homeowner (or renter) files a claim or lawsuit relating to the Real Property.

VII.

ASSIGNMENT OF CLAIMS

A. Saxton, CSI, and FFIC assign to Plaintiff all rights, claims, and causes of action, including all rights and claims for attorney/expert/vendor fees and costs, against subcontractors including but not limited to breach of contract, contribution, subrogation, indemnity, or otherwise relating to the Released Claims (hereinafter "Assigned Claims."). Saxton makes no

guarantees or warranties, express or implied, to plaintiff regarding the value, if any, of the Assigned Claims. Plaintiff assumes all risk and expense associated with Plaintiff's prosecution of the Assigned Claims.

B. Plaintiff specifically understands that it will be responsible for all costs, attorneys' fees, expert fees, judgements, executions on bonds, witness fees and mediator fees which may hereinafter be incurred in connection with its prosecution of the Assigned Claims. Saxton agrees to reasonably cooperate with Plaintiff on the assigned claims. This cooperation will be at no expense to Saxton. Saxton will provide pertinent documents to Plaintiff on or before August 31, 2004 at the expense of Saxton's insurance carriers.

C. Saxton assigns its experts to Plaintiff with the understanding that Plaintiff is responsible for all costs and fees associated with the retention of those experts after such assignment. Saxton reserves the right to use these experts if an individual homeowner files suit or makes a claim against Saxton as to the Real Property.

D. Notwithstanding the foregoing, Plaintiff acknowledges that to the extent any individual unit owner (or renter) files a claim or lawsuit for any claims allegedly not released hereunder, Saxton reserves and does not assign to Plaintiff any and all express, implied and equitable indemnity and contribution claims Saxton may have as to any person, firm, subcontractor, design professional or entity with respect to any such claim. Saxton reserves the right to use its same experts if an individual homeowner files suit or makes a claim.

E. Any settlement reached between Plaintiff and the subcontractors is subject to section VII(D) above. Plaintiff agrees to include separate heading that contains the following language in all settlement agreements between Plaintiff and subcontractors and/or their carriers:

RESERVATION BY SAXTON OF INDEMNITY AND ADDITIONAL INSURED CLAIMS AGAINST SUBCONTRACTORS AND THEIR CARRIERS FOR INDIVIDUAL HOMEOWNER CLAIMS OR LAWSUITS.

"One or more of the subcontractors working on the Corte Madera project entered into a subcontract agreement with Saratoga Land and Development. The terms of the contract require the subcontractor to indemnify and hold harmless Contractor, its directors, officers, and employees from and against any claims, liability, loss, damage, or expense arising from or relating to the work of subcontractor. The contract also requires the subcontractor to name the Owner and Contractor as additional insured in all policies. Corte Madera, LLC, Saxton Incorporated, and Saratoga Land and Development ("Saxton") expressly reserve all claims and rights under the contract if an individual homeowner files a claim or lawsuit relating to the 192 unit condominium complex, including its recreation building, common areas, and streets commonly known as Corte Madera and located at 2510 Adelante Avenue, Las Vegas, Nevada 89106. The release provide by Plaintiff to (insert name of subcontractor) is only for the assigned claims that were part of the settlement between Plaintiff and Saxton and does not include a release of additional insured or indemnity claims Saxton may have against (subcontractor) and its Carriers if an individual homeowner (or renter) files a lawsuit or claim."

VIII.

ASSIGNMENT OF ADDITIONAL INSURED RIGHTS

A. One or more Saxton entities are insureds relative to the development of Corte Madera, including the Real Property, pursuant to one or more insurance policies issued to certain subcontractors named as third-party defendants in Saxton's third-party complaint(s) in this Action (hereinafter "Additional Insured Policies.") Saxton, CSI, and FFIC, assign to Plaintiff any and all claims and rights that they have as an insured under the terms of the Additional Insured Policies including but not limited to claims for breach of contract, contribution, subrogation, indemnity, or statutory violation. The assignment is subject to the limitations in sections VIII(B) and (C), described below. Saxton, CSI, and FFIC make no guarantees or warranty, express or implied, of the value, if any, of the additional insured claims being assigned. Plaintiff assumes all risk and expense in prosecuting additional insured claims.

B. Notwithstanding the foregoing, Plaintiff acknowledges that to the extent any individual unit owner files any claim or lawsuit for any claims allegedly not released hereunder, Saxton, CSI, and FFIC reserve and do not assign to Plaintiff any and all additional insured claims they may have as to any subcontractor, design professional, or insurance carrier with respect to any claim brought by any individual unit owner with regard to individual unit owner claims.

C. Saxton, CSI, FFIC, and GAIC assign to Plaintiff all prior, current, and future payments made by any third party defendant subcontractor or their insurers as defense fee reimbursement with regard to this action. Prior settlements were negotiated with Plaintiff and Bazooka Bub, Inc., Sphero Trading dba U.S. Resources Company, and McKimmey Electric, Inc. The Bazooka Bub, Inc. settlement included a resolution of additional insured issues. The settlements with U.S. Resources Company and McKimmey Electric, Inc. did not include a resolution of additional insured issues. Additional Insured rights were expressly reserved by Saxton in those settlements and are now incorporated into the assignment to Plaintiff. As of the date of this document, no carrier has acknowledged the obligation to defend Saxton as an additional insured under any policy issued to Sphero Trading dba U.S. Resources Company.

D. Any settlement reached between Plaintiff and the Additional Insured Carriers under the Additional Insured Policies is subject to the limitations set forth in sections VIII(B) above. Plaintiff's counsel will endeavor to get the additional insured carrier with whom Plaintiff is settling to agree to release and covenant not to sue Saxton and its primary carriers with respect to any contribution claims. Plaintiff agrees to expressly state in any release agreement entered into with the Additional Insured Carriers or covering additional insured rights that Saxton has reserved its additional insured rights in any suits or claims allegedly not released hereunder brought by individual homeowner (or renter).

E. Parties agree to reasonably cooperate in providing documentation, information and witnesses as necessary. Plaintiff will be provided with all non privileged matrices,

correspondence, bills, certificates, endorsements, and policies with regard to the claims addressed in section VIII on or before August 31, 2004. This cooperation will be done at no expense to Saxton of its insurance carriers.

IX.

AGREEMENT BY CSI AND FFIC REGARDING DEFENSE REIMBURSEMENT

The payment from Zurich for additional insured reimbursement of defense fees and costs on behalf of J & J will be made to Plaintiff. CSI agrees it will not pursue defense reimbursement from FFIC in this Action, as defined in section I above. FFIC agrees it will send a letter to CSI acknowledging a defense obligation of Saxton in cases known as Crescendo and Alvarez. CSI will be entitled to some defense cost reimbursement in these cases from FFIC in an amount to be determined by a separate agreement.

X.

APPROVAL BY THE BANKRUPTCY COURT

A. Plaintiff and Saxton executed a Stipulation and Order on January 21, 2003 terminating the automatic bankruptcy stay and allowing Plaintiff to proceed against insurance proceeds. The U.S. Bankruptcy Court and Trustee must approve the terms of this settlement prior to it becoming binding. The final General Release and Settlement Agreement will be submitted to the Trustee, James F. Lisowski, Esq., for his approval. He will then provide the interested creditors with twenty (20) days to object to the terms of the settlement. If there are no objections filed, the Trustee will recommend that the Bankruptcy Court approve the settlement. This settlement is expressly contingent upon approval by the Bankruptcy Court. Counsel for Saxton will provide pertinent documents to the U.S. Bankruptcy Trustee's office by July 30, 2004. Plaintiff may not disburse any settlement funds until the expiration of the twenty (20) day period allowed for creditors to object to the settlement following notice by the Trustee and the Trustee has signed the Agreement.

XI.

ASSIGNMENT OF CLAIMS AGAINST OTHER INSURERS

A. Saxton, CSI, and FFIC assign to Plaintiff any and all claims against American Safety Casualty Insurance Company and Legion Indemnity Company. The assignment includes any and all rights, claims, and causes of action with the sole exception that it does not include the right to bring a cause of action for breach of the implied covenant of good faith and fair dealing, or bad faith.

XII.

**MEDIATION AS CONDITION TO BINDING ARBITRATION
REGARDING ANY SETTLEMENT AGREEMENT DISPUTE OR ANY DISPUTE**

A. Mediation. Except as to enforcement of payment obligations referenced in section III, Plaintiff and Saxton agree to mediate any dispute or claim arising out of this Agreement or any resulting transaction after the parties execute this Agreement before resorting to arbitration or court action. Subject to Paragraph B below, mediation fees shall be divided equally among the parties involved. If any Plaintiff or Saxton commences an action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such action.

B. Arbitration. Except as to enforcement of payment obligations referenced in section III, if there is a dispute as to the terms of this Agreement or the enforcement of this Agreement, Plaintiff and Saxton agree to submit this matter to binding arbitration before Alex Polsky and waive any conflict of interest with regard to the use of Mr Polsky. If Alex Polsky is unwilling or unable to serve as arbitrator, the parties will mutually agree on the arbitrator to be selected to decide the matter. If the parties cannot mutually agree on an appropriate arbitrator, the parties shall jointly petition Judge Earl to appoint, in his sole and absolute discretion, the arbitrator who will resolve any dispute in this regard. Judge Earl's decision regarding the appointment of an arbitrator will be final, binding, and not appealable by any party to any court. Similarly not appealable will be the decision rendered by the arbitrator.

C. J & J has expressly reserved the right to resolve any disputes relating to this agreement using any means available under Nevada Law.

XIII.

MISCELLANEOUS PROVISIONS

A. This Agreement may be executed in counterparts and, when executed by all parties will be binding upon all signatories hereto, notwithstanding that the original signatures do not appear on the same copy of the document. A facsimile copy may be deemed an original. In addition to the foregoing, all parties to this Agreement agree to cooperate with each other in executing all appropriate documents which must be executed in order to fulfill the intent of the parties pursuant to the terms of this Agreement.

B. The Parties to this Agreement, and each of them, acknowledge that (1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys, (2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said parties or any of them, and (3) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

C. In the event that any Party to this Agreement (a) should bring an action or other proceeding for the enforcement of any term or provision in this Agreement or seek a declaration

as to any term or provision of this Agreement, (b) breaches this Agreement, or (c) makes any misrepresentation herein, then there will be an award of actual attorneys' fees and costs including but not limited to expert fees to the prevailing party or parties, as the case may be.

D. Each of the Settling Parties acknowledges that between themselves only, and not as to any other person or entity, all claims for attorney fees, expert fees and costs incurred in connection with the prosecution, settlement and/or defense of the Action are settled by this Agreement. This Agreement does not relieve any party of its obligation to pay its portion of fees to the mediator, discovery referee, cost of the mediation, or cost reimbursement due experts or counsel. The Parties to this Agreement acknowledge that the City of Las Vegas is not responsible for any fees or costs associated with the mediator, discovery referee, mediation sessions, Mandatory Settlement Conferences, or cost reimbursement due experts or counsel.

E. The paragraph headings are for reference only and do not affect the interpretation of any paragraph hereof. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision will be deemed to be severed and deleted and neither such provision nor severance and deletion will affect the validity of the remaining provisions.

F. This Agreement constitutes the full and entire agreement between the parties hereto and fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof. This Agreement may be amended only by a written instrument signed by all parties hereto. This is an integrated agreement intended to be a complete and exclusive statement of the terms of the parties' agreement with respect to the subject matter hereof.

G. Each of the Parties to this Agreement represent and warrant that he, she and/or it has not heretofore assigned or transferred or purported to assign or transfer to anyone any claim, demand, action or cause of action based upon, arising out of, or in any way related to any of the matters or things released herein other than as provided herein.

H. Notwithstanding the foregoing, the releases herein provided shall not benefit any insurance carrier or re-insurance carrier which has not contributed funds to the herein described settlement with the exception of GAIC.

I. All of the Parties to this Agreement represent and declare that they have read this Agreement carefully and know the contents thereof and that they signed the Agreement freely and voluntarily.

J. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

K. Any notice required to be provided as stated in this Agreement shall be via U.S. mail, certified, return receipt requested and sent to:

The Burdman Law Group
Jeff P. Kerrane, Esq.
8440 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Attorneys for Plaintiff

COOKSEY, TOOLLEN, GAGE, DUFFY & WOOG
Griffith H. Hayes, Esq.
3753 Howard Hughes Parkway, Ste. 101
Las Vegas, NV 89109
Attorneys for Saxton

Jeremy E. Beal, Esq.
Bullard, Brown & Beal, LLP
234 E. Commonwealth Avenue, 2nd Floor
Fullerton, CA 92832-1911
Attorneys for Connecticut Speciality Insurance

Elizabeth C. Kim, Esq.
Hancock, Rother & Bunshoft, LLP
Four Embarcadero Center, Suite 300
San Francisco, CA 94111-4168
Attorneys for Great American Insurance Company

Greg O'Dea
Longyear, O'Dea & Lavra
3620 American River Drive, Suite 230
Sacramento, CA 95864-5923
Attorneys for Fireman's Fund Insurance Company

The Law Offices of Bennion & Clayson
Casey D. Gish, Esq
1140 North Town Center Dr. Suite 200
Las Vegas, Nevada 89144
Attorneys for J & J Enterprises

The Las Vegas City Attorney's Office
Thomas R. Green, Esq.
400 East Stewart, 9th floor
Las Vegas, Nevada 89101
Attorneys for the City of Las Vegas

Newman, Morris & Dachelet
Craig S. Newman, Esq.
5440 West Sahara Avenue, Suite 105
Las Vegas, Nevada 89146
Attorneys for Jim and Dorothy Saxton

L. Nothing in this Agreement should be construed as a waiver by Saxton of any and all defenses any of them may have to any claims filed by (1) individual unit owners, or (2) any third party regarding the Real Property.

M. This Agreement is entered into in, and will be governed by, the laws of the State of Nevada.

N. Each individual signing this Agreement acknowledges that he or she has the full authority to enter into this Agreement and bind such individual party or entity to the terms of this Agreement.

///

///

///

///

///

///

O. Limited Confidentiality. Plaintiff agrees that it will not issue or cause to be issued any press release or flyer or advertisement or otherwise promote to the media any of the terms of the Subject Agreement. Nothing in this limited confidentiality language precludes disclosure of the settlement as required under Nevada law.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date set forth opposite the party's signature.

Approved as to form and content by:

COOKSEY, TOOLLEN, GAGE, DUFFY &
WOOG

Griffith H. Hayes, Esq.
3753 Howard Hughes Parkway, Ste. 101
Las Vegas, NV 89109
Attorneys for Settling Defendants

The Burdman Law Group
Jeff P. Kerrane, Esq.
8440 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Attorneys for Plaintiff

Jeremy E. Beal, Esq.
Bullard, Brown & Beal, LLP
234 E. Commonwealth Avenue, 2nd Floor
Fullerton, CA 92832-1911
Attorneys for Connecticut Speciality Insurance

Elizabeth C. Kim, Esq.
Hancock, Rothert & Bunshoft, LLP
Four Embarcadero Center, Suite 300
San Francisco, CA 94111-4168
Attorneys for Great American Insurance
Company

Greg O'Dea
Longyear, O'Dea & Lavra
3620 American River Drive, Suite 230
Sacramento, CA 95864-5923
Attorneys for Fireman's Fund Insurance
Company

The Law Offices of Bennion & Clayson
Casey D. Gish, Esq
1140 North Town Center Dr. Suite 200
Las Vegas, Nevada 89144
Attorneys for J & J Enterprises

Newman, Morris & Dachelet
Craig S. Newman, Esq.
5440 West Sahara Avenue, Suite 105
Las Vegas, Nevada 89146
Attorneys for Jim and Dorothy Saxton

 8/17/04
The Las Vegas City Attorney's Office
Thomas R. Green, Esq.
400 East Stewart, 9th floor
Las Vegas, Nevada 89101
Attorneys for the City of Las Vegas

CORTE MADERA
HOMEOWNERS ASSOCIATION, INC.

DATED: _____, 2004

BY:

Its:

BY:

Its:

STATE OF NEVADA

)

) ss.

COUNTY OF CLARK

)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that she executed
the same in her authorized capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

SAXTON INCORPORATED

DATED: _____, 2004

BY:
Its:

BY:
Its:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

SARATOGA LAND AND DEVELOPMENT

DATED: _____, 2004

BY:
Its:

BY:
Its:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

CONNECTICUT SPECIALTY
INSURANCE COMPANY

DATED: _____, 2004

BY:

Its:

BY:

Its:

STATE OF _____)
COUNTY OF _____) ss.

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that she executed
the same in her authorized capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

FIREMAN'S FUND
INSURANCE COMPANY

DATED: _____, 2004

BY:

Its:

BY:

Its:

STATE OF NEVADA

)

) ss.

COUNTY OF CLARK

)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that she executed
the same in her authorized capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

///

J& J ENTERPRISE, INC.

DATED: _____, 2004

BY:

Its:

BY:

Its:

STATE OF NEVADA

)

) ss.

COUNTY OF CLARK

)

On _____, before me, _____ a Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that she executed
the same in her authorized capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

///

///

///

///

///

///

///

///

///

THE CITY OF LAS VEGAS

DATED: _____, 2004

BY:

Its:

BY:

Its:

STATE OF NEVADA

)

) ss.

COUNTY OF CLARK

)

On _____, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 18, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-141-2004 - Approval of a Resolution directing the City Treasurer to prepare the Third Assessment Lien Apportionment Report for Special Improvement District No. 1477 - Tenaya Way/Azure Drive (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-141-2004

MOTION:

REESE – APPROVED Items 2-51, 53-57, and 59 – **UNANIMOUS** with **MACK** abstaining on Item 13 to avoid any conflict because it involves a direct competitor wishing to locate within a few hundred feet of another of his brother's properties, on Items 21 and 58 because they involve connections to Outdoor Advertising Companies with which he is actively negotiating on behalf of his company Mack Consulting, and on Item 42 because it involves Astoria Homes, with which he is negotiating to purchase a home

Item 52: APPROVED under separate action (see individual item)

Item 58: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 – 9:30)

1-758

RESOLUTION NO. R-141-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1477 (TENAYA WAY/AZURE DRIVE) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5272 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 6th day of December, 2000, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1477 (Tenaya Way/Azure Drive)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of pavement, curb and gutter, driveway approaches, traffic signals, storm drains, streetlights, sewer mains and laterals, and water mains and laterals (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 5512 that was duly passed, adopted and approved
2 by the City Council on the 18th day of September, 2002, the City Council assessed all of
3 the cost and expense of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a
7 special improvement district, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lots or parcels have
12 been divided; and

13 WHEREAS, those certain lots or parcels of property, identified by the Clark
14 County, Nevada, County Assessor's parcel numbers as Parcels 125-27-222-002 and
15 125-27-222-003 are situate within the District, have been divided after the special
16 assessments were levied on them and divided into installments, and not all of those
17 installments have been collected or apportioned among other lots and parcels that may
18 have been created out of said Parcels after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcels among the several parts into which said Parcels have
23 been divided;

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 18th day of August,
3 2004, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 5512, levied upon those certain lots or parcels of
8 property and are situate within the District and are identified by the Clark County, Nevada,
9 County Assessor's parcel numbers as Parcels 125-27-222-002 and 125-27-222-003,
10 among the several parts into which said Parcels have been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

17 ///

18 ///

19 ///

20 ///

21 ///

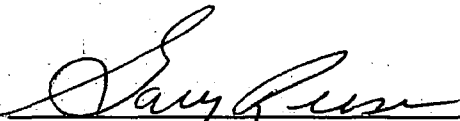
22 ///

23 ///

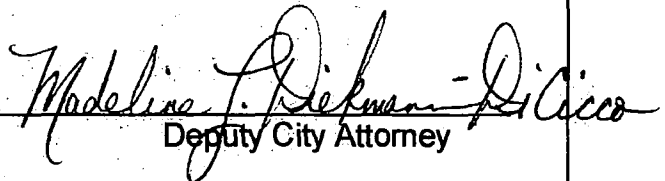
24 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 18th day of August, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor-
7 Gary Reese, Mayor Pro-Tem

8 Approved as to form:

9 8-5-04 
10 Date Deputy City Attorney

11 ATTEST:

12 
13 BARBARA JO RONECUS, City Clerk